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Commissioners' Agenda

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

Times subject to change within 15 minutes of stated time.

Tuesday, November 26, 2024

9:00 AM Claims Meeting and Business Meeting (action item)

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
- Manual Check
- Payroll Report
- Alcohol Licenses and Permits
- Certificate of Residency Approval
- Mileage Reimbursement Requests
- ARPA invoices
- Memorandum Authorization for Accounts Payable
- Cardholder User Agreement and Authorization

BOARD OF COMMISSIONERS

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

- Indigent Business may require an Executive Session pursuant to Idaho Code §74-206(1)(d) to consider records exempt from public disclosure (action item)

- Reading of and signature on Proclamation for Veterans Caregivers Recognition Day (action item)
- Alisse Foster, Subdivision Planner, seeking approval and potential signature on Agreement of Cooperative Action Inspection of Building Activities within the City of Downey (requested 5 minutes) (action item)
- Tristan Bourquin, Assistant Planning Director, requesting approval of and potential signature on a Meeting Facility Use Request Form with the City of Chubbuck (requested 5 minutes) (action item)
- Shanda Crystal, Chief Procurement Officer, requesting to discuss potential signature on an Independent Contract Agreement with City Creek Glass (requested 5 minutes) (action item)
- Kristi Klauser, Comptroller, requesting review of and signature on Idaho Department of Juvenile Corrections Annual Financial Report for Fiscal Year 2024 (requested 5 minutes) (action item)
- Brian Trammell, Legal, requesting Executive Session under Idaho Code 74-206(1)(f) to communicate with legal counsel for the public agency of discuss the legal ramifications of and legal options for pending litigation, or controversies not yet being litigated but imminently likely to be litigated. The mere presence of legal counsel at an executive session does not satisfy this requirement with potential action following adjournment of Executive Session (action item)

RESOLUTIONS AND ORDINANCES (action items):

Resolution No. 2024-75 Approving Tax Cancellation Request

LETTERS AND NOTICES (action items):

SIGNATURE ONLY (action items):

October Commissioner Proceedings

Quit Claim Deeds

CONSENT AGENDA (action items):

- Minutes: Approval of Meeting Minutes for November 12, 14, and 19, 2024, and Certification of Said Minutes

10:00 AM Public Hearing for Stormwater Management Ordinance and potential signature on Stormwater Management Ordinance No. 2024-03 (action item)



FOR COMMISSION OFFICE USE:

DATE _____

TIME _____

Agenda Request Form

The Board of Bannock County Commissioners business meetings are generally held on **Tuesday** 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.

Email this completed form and any supporting documents to agendarequest@bannockcounty.us by 5:00 PM the Wednesday prior to the scheduled meeting.

Name/Department: Janice Beller

Phone/Email: regent.issdar@gmail.com

Item to be considered: Proclamation supporting Bannock County Military Caregiveres

Informational background:

Please see attached information.

1. What meeting are you requesting? 11/26/24
2. How much time will be needed for this agenda item? 10 minutes
3. Is Commission action requested (decision, approval, signature, or guidance)? Approval
4. Does this request involve a contract, agreement, external funding source, or award acceptance? NO
5. What is the potential financial impact of this request? \$0.00
6. Have all supporting documents been included with this form? YES
7. Will you be using presentation software or have other presentation needs? (if YES, provide presentation with this form) NO
8. Name and contact information for others who should be invited to attend:

Janice Beller - State Regent, DAR - regent.issdar@gmail.com / 208-371-7965



Janice Beller
Idaho State Regent

October 30, 2024

Greetings!

Over the past year, Idaho's Daughters of the American Revolution have been working in Idaho to raise awareness and educate Idahoans about what it means to be a military caregiver. When work began on the national Hidden Heroes initiative from the Elizabeth Dole Foundation, research indicated there were 5.5 million caregivers serving our country's injured, ill, or disabled veterans. In September, ten years after the original study was released, the Elizabeth Dole Foundation presented revised data, indicating that the number of military caregivers in the United States has risen to 14.3 million Americans. Many still do not understand the services and support available to assist them from both the public and private sector.

In this month where we honor our Veterans on November 11th and recognize all caregivers during National Caregivers Month, we are asking you to consider issuing a proclamation honoring your county's military caregivers and veterans and recognizing the challenges they face every day. We want Idaho's military caregivers to know that their county commissioners see their sacrifice, support their efforts, and thank them for their unwavering commitment to their injured, ill, or disabled veteran.

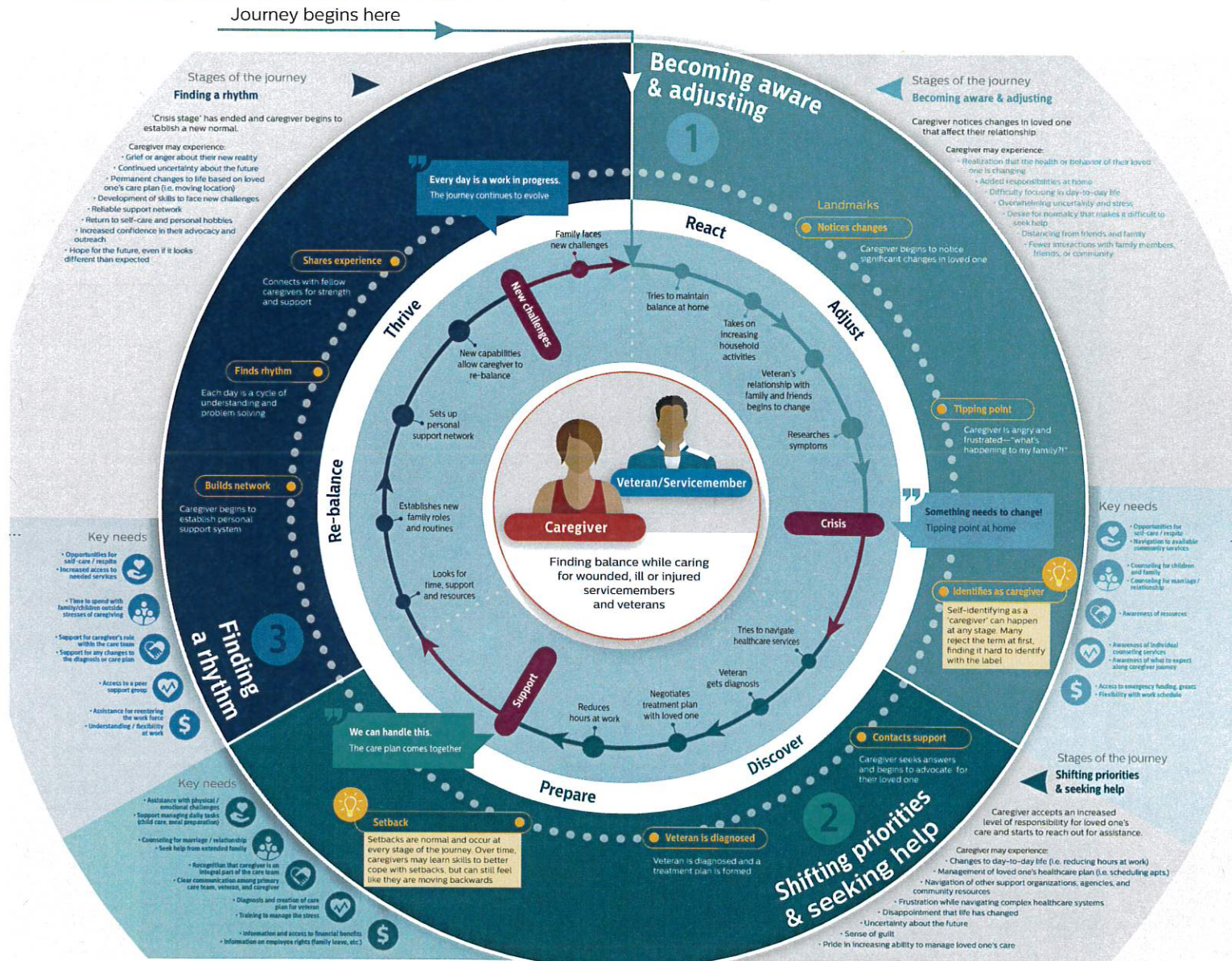
Currently, we have secured proclamations of support at either the county or city level in **all but nine counties**. We are painfully close to creating an uninterrupted blanket of support over ALL of Idaho's 44 counties, but we cannot do it without your support. In this perfect month for showing gratitude for our military, **will you please join us by issuing a proclamation recognizing your community's military caregivers?** A highly customizable template proclamation is included with this email, and if you wish to see all of the counties and cities who have already joined in the mission, please visit: www.hiddenheroesidaho.org/proclamations.

In Service and Gratitude,

Janice Beller

2025-2025 Idaho State Regent

Military and Veteran Caregiver Experience Map



Hidden Heroes | America's Military Caregivers
 A military or veteran caregiver provides a broad range of care to, or manages the care of, a current or former member of the U.S. Armed Forces. Caring for a loved one is a difficult task, and military/veteran caregivers in particular are likely to suffer physical and emotional stress as a result of their caregiving duties. The information contained in Hidden Heroes: America's Military Caregivers helps us better understand this population.

9/11 Caregivers

Spouses/partners	Children	Parents	Other family members	Friends or neighbors
22.3%	36.5%	19.4%	15.7%	
33.2%	5.8%	25.1%	9.8%	23.4%

Source: **9/11** POST

mil/vet caregivers provide
\$14 billion
 uncompensated care/year

Source: Bannock, Hannah; Ben-Sasson, Michael P.; Fisher, Christine Ann; Vaughan, Roxana E.; Hall, Carolyn Elyse; Thomas, Victoria; Michael, William; Roberts, Eric; Robinson, Renee; Groth, Danielle; "Hidden Heroes: America's Military Caregivers." Hand-Copied, 2014



This version of the Military and Veteran Caregiver Experience Map was created to outline the journey of a "typical" military or veteran caregiver as he or she adapts to new challenges, emotions, and priorities. Undergirded by the RAND Corporation's Hidden Heroes, America's Military Caregivers study, and supported by input from over 500 military and veteran caregivers, researchers, and members of the military and veteran caregiver support community, this map provides an overview of common moments that most, if not all, caregivers experience.

Stages of the Journey | provides a framework for common stages and emotions caregivers experience as they adapt to the challenges and changes of caring for a loved one throughout the journey.

The Route | helps identify day-to-day events and actions that may occur as one progresses through the journey.

Landmarks | indicate significant events or milestones that caregivers and their loved ones commonly experience.

Turning Points | refer to critical points along the journey at which a decisive change occurs.

Key Needs | illustrate some of the most common needs caregivers and their families face during each stage of the journey.

Onboarding

- Our Objectives:**
- Understand the caregiver journey, including the different stages and landmark events
 - Describe the role of a family caregiver, normalize their experiences, and reduce the sense of isolation that too many caregivers feel
 - Raise awareness and educate the community on the challenges caregivers face along their journey
 - Help caregivers navigate and plan for the journey in front of them
 - Identify opportunities for intervention along the journey where service providers can offer support and resources

Military and veteran caregivers provide an invaluable service to this country, ensuring that our veterans and service members receive support and care when they need it, for as long as they need it. Caregiving, however, comes with its own set of challenges, and the men and women face great physical, emotional, and family strain – often without the help they need. In the last few years, support organizations, corporations, cities, government leaders, and others have stepped up to address the needs of this population. Due to our collective efforts, military and veteran caregivers are being recognized at the national and local level. Even in light of this progress, we still know too little about these hidden heroes, and the steps they are taking in their caregiving journey. In order to empower these men and women and connect them to critical services and support, the Elizabeth Dole Foundation, Philips, and the Department of Veterans Affairs have partnered to document the military caregiver journey and convey the impact it has on their physical, psychological, financial, and social wellbeing. By mapping out key points where the right people, organizations, and service providers can step in and support family caregivers as they adapt to new roles and challenges, we'll help achieve better outcomes for these caregivers, and ultimately, our veterans.

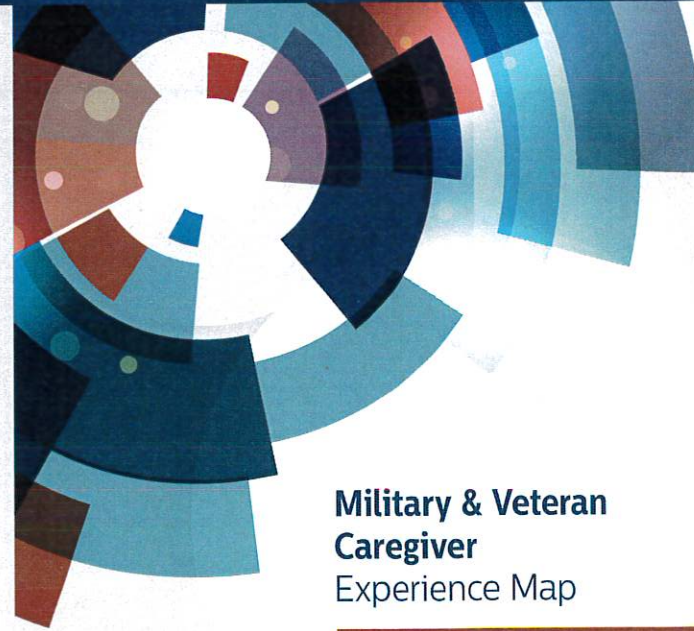
Welcome

The Military and Veteran Caregiver Experience Map project is an ongoing effort to understand, contextualize, and address the major challenges that military and veteran caregivers face along their journeys. This work would not be possible without the input of over 500 military and veteran caregivers, researchers, service providers, and support organizations from across the nation, as well as the support of the organizations below.

Lead partners



PHILIPS



Military & Veteran Caregiver Experience Map



Proclamation

WHEREAS, the series of wars and conflicts in which our nation has been engaged in since World War II have resulted in 14.3 million military and veteran caregivers who are parents, spouses, siblings and friends, caring for those wounded, ill or injured who have served our nation, as documented by the 2024 RAND study commissioned by the Elizabeth Dole Foundation; and

WHEREAS, the daily tasks of these military and veteran caregivers can include bathing, feeding, dressing and caring for the injuries of wounded warriors, administering medications, providing emotional support, caring for the family and the home, and working outside the home to earn essential income; and

WHEREAS, the nation provides multi-faceted support to our wounded, ill and injured veterans and service members through public and private resources, but their caregivers receive little support or acknowledgement; and

WHEREAS, most military and veteran caregivers consider the challenging work they do as simply carrying out their civic and patriotic duty, without realizing they are, in fact, caregivers, and do not identify themselves as such; and

WHEREAS, an alarming number of military and veteran caregivers, according to research, are suffering numerous debilitating mental, physical and emotional effects as a result of their caregiving duties; and

WHEREAS, we encourage all Bannock County residents who care for and support veterans and service members to extend that support to military caregivers, who face unique challenges while undertaking the routine tasks of life.

NOW, THEREFORE, We, Bannock County Commissioners Ernie Moser, Jeff Hough, and John Crowder, in collaboration with the Idaho State Society, Daughters of the American Revolution, do hereby proclaim, November 26, 2024, as

Bannock County Military Caregivers' Day

IN WITNESS WHEREOF, we hereby set our hands on this 26th of November, in the year two thousand and twenty-four.

Ernie Moser - Chairman
Bannock County Commissioner

Jeff Hough
Bannock County Commissioner

John Crowder
Bannock County Commissioner



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

ERNIE MOSER
 Commissioner
 1st District

JEFF HOUGH
 Commissioner
 2nd District

JOHN CROWDER
 Commissioner
 3rd District

AGENDA REQUEST FORM

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

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

Name/Department:

Alisse Foster / Planning and Development

Item to be considered/background:

Seeking approval and potential signature on Agreement of Cooperative Action Inspection of Building Activities within the City of Downey

How much time will be needed? Meeting date requested:

5 min 11/26/24

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:

Alisse Foster / Tristan Bourquin / Hal Jensen

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

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

**AGREEMENT OF COOPERATIVE ACTION
INSPECTION OF BUILDING ACTIVITIES WITHIN THE
CITY OF DOWNEY**

WHEREAS, the CITY OF DOWNEY being located within Bannock County and having proposed to adopt substantially similar ordinances to regulate the construction of building as has Bannock County; and

WHEREAS, it is deemed economically advantageous for said County and City to enter into this agreement for the inspection of such activities within the CITY OF DOWNEY pursuant to its codes, all as authorized by the provisions of Section 67-2332, Idaho Code:

NOW THEREFORE, said County and City mutually covenant and agree as follows:

1. The Office of Planning and Development Services of Bannock County will review plans for compliance with all building codes prior to the issuance of building permits. (All plans and specifications to be submitted electronically via the county permitting portal.)
2. Plans to include plot plan, legal description and address, basement, floor, elevation plans, and truss plans. Additional plan details may be required by the county, depending on the proposal.
3. Bannock County agrees, through its appropriate officers and agents, to furnish all inspections services required by the CITY OF DOWNEY in relation to the construction of buildings and structures within said city.
4. The services performed shall be of quality equal to that performed within Bannock County, and shall employ in the inspections the ordinances and codes of the CITY OF DOWNEY.
5. The CITY OF DOWNEY shall collect all fees and render a statement each calendar month itemizing all permit applications paid during the previous month. A charge of 75% of the Building Permit fee and 75% of the Plan Review fee collected shall be paid to Bannock County. The remaining 25% of each fee shall be retained by the City.
6. All permits and certificates shall be issued by Bannock County.

- 7. All enforcement procedures relating to any structure or building within the CITY OF DOWNEY shall be issued and enforced by the CITY OF DOWNEY. Bannock County may render assistance in correction with such enforcement activities upon express written request to the Planning Director. In the unlikely event that enforcement becomes an extensive and ongoing matter, discussion should be engaged regarding any need for reasonable charges/fees incurred during enforcement procedures.
- 8. This agreement is in effect on November 14, 2024 and may be terminated by mutual agreement at any time by written notice.
- 9. Failure to adhere to these terms may result in immediate termination.
- 10. The Parties to this agreement respectively agree to furnish said services and to pay for the same in the manner heretofore provided in their respective appropriation and other applicable ordinances.

IN WITNESS WHEREOF, the County of Bannock, Idaho has caused its official seal to be hereunto affixed and these presents to be executed by its County Commissioners and County Clerk of the Board of Commissioners hereunto duly authorized by Resolution of its County Commissioners this 26th day of November, 2024.

BOARD OF BANNOCK COUNTY COMMISSIONERS:

Ernie Moser, Chairman

Jeff Hough, Member

John Crowder, Member

ATTEST: _____
County Clerk

BY: _____
Deputy Clerk

IN WITNESS WHEREOF, the CITY OF DOWNEY, Idaho has caused its official seal to be hereunto affixed and these presents to be executed by its Mayor and City Clerk thereunto duly authorized by resolution of its City Council this 12 day of November, 2024.

Ray Sibley
City Mayor

ATTEST: Kidduhudda
City Clerk



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

ERNIE MOSER
Commissioner
1st District

JEFF HOUGH
Commissioner
2nd District

JOHN CROWDER
Commissioner
3rd District

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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:

Tristan Bourquin

Item to be considered/background:

Signature to use Chubbuck facilities for gravel pit public hearing

How much time will be needed? Meeting date requested:

5 minutes

11/26/20

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

YES NO

Have all supporting documents been included with this form?

YES NO

List of attendees:

Hal Jensen

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

Commissioner Office Only:
Date: _____ Time: _____



Meeting Facility Use Request Form

Today's Date 11/21/2024

Multi-purpose Room Council Chamber

Date Room Requested 01/16/2025 Time Requested from 4:30pm to 11:30pm
(Include time needed for set up, break down, and clean up time in your request.)

Applicant Group/Organization Bannock County Planning & Development

Responsible Person Name Tristan Bourquin Secondary Contact Name Hal Jensen

Address 5500 S 5th Ave City Pocatello Zip 83204

Phone 208-251-5792 or 208-221-0776

E-mail Address(es) tristanb@bannockcounty.gov , halj@bannockcounty.gov

of Attendees ~200

Applicant and City staff will need to coordinate if planning to:

Serve Food Yes _____ No x
Use AV equipment Yes x No _____
Zoom Presentation Yes _____ No x

Description of Event (attach additional sheets if necessary)

Planning and Development Council Public Hearing

Multipurpose Room:		Council Chamber:	
Banquet Style	Max Capacity 78	Banquet Style	Not Available
Classroom Style	Max Capacity 52	Classroom Style	Max Capacity 32
Theater Style	Max Capacity 120	Theater Style	Max Capacity 75

We have round or rectangular tables available for banquets. Classroom capacity is based on use of the training tables.

I understand that room set up, clean up, and tear down is the responsibility of the user. Access and setup instructions will be provided prior to the event.

I understand that a cleaning deposit of \$200 is required if food is served. The deposit will be refunded if no cleaning is required by the City after the event.

I am an authorized representative of the organization/individual named above and I agree to be bound the City of Chubbuck Use of City Meeting Rooms policy and acknowledge receipt of a copy of the policy. The organization/individual listed above shall indemnify and hold harmless the City of Chubbuck, its officers, employees, agents and elected officials from and against any and all claims, suits, actions or liabilities for injury or death of any person, or for loss or damage to property, which arises out of the applicant's use of the facilities or from the conduct of the organization/individual's business, or from any activity, work or thing done, permitted, or suffered by the organization/individual in or about the facilities listed above except claims, suits or actions occasioned by the sole negligence of the City of Chubbuck. The applicant signing this agreement will be considered the responsible party in adhering to the City of Chubbuck Use of Meeting rooms policy including but not limited to payment for damage, theft, or disturbances during use of the facility.

Signature: _____ Ernie Moser

Date: Nov. 26, 2024

Today's Date _____

Applicant Group/Organization _____

Request Approved _____ Request Denied _____

Staff Name _____ Date _____

Reason for Denial _____

Cleaning Deposit Received Date: _____

Check #/Cash: _____

Employee Signature: _____

Cleaning Deposit Returned Date: _____

Cleaning Deposit Retained Amount: _____

Employee Signature: _____

Attach reason for not refunding deposit in full.

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



ERNIE MOSER
 Commissioner
 1st District

JEFF HOUGH
 Commissioner
 2nd District

JOHN CROWDER
 Commissioner
 3rd District

AGENDA REQUEST FORM

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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 potential signature on a contract with City Creek Glass.

How much time will be needed? Meeting date requested:

5 minutes

11/26/24

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.

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



Independent Contactor Agreement

Procurement Contract Number 2024.130

Project Name: Exhibit Hall Building

Contractor: City Creek Glass LLC

AGREEMENT made between Bannock County, a political subdivision of the state of Idaho, herein "*COUNTY*" and City Creek Glass LLC herein "*CONTRACTOR*".

THE PARTIES AGREE AS FOLLOWS:

1. **SCOPE OF WORK:** *COUNTY* engages *CONTRACTOR* to perform the work associated with the Exhibit Hall Building as referenced in the attached proposal and incorporated hereto.

2. **EFFECTIVE DATE:** Contract for said services rendered from date contract is fully executed through December 31, 2025.

3. **COMPENSATION:** *COUNTY* agrees to pay *CONTRACTOR* for their services rendered under this Agreement an amount not to exceed the total sum of \$ 29,973.00. The parties agree that *CONTRACTOR* will invoice *COUNTY* for payment under this Agreement for services rendered herein. *CONTRACTOR* verifies that it has reviewed the scope of work to be performed under this Agreement and agrees that in *CONTRACTOR*'s professional judgement, the work can and shall be completed for costs within the maximum amount set forth in this Agreement.

4. **NOTICES:** Any and all notices required or permitted to be given by either party hereto, unless otherwise stated in this Agreement, shall be in writing and be deemed communicated when mailed in the United States mail, certified, return receipt requested, addressed as follows:

Bannock County	City Creek Glass LLC
Commission Office	Brandon Tobias
624 East Center, Room 101	290 Laurel Lane
Pocatello, Idaho 83201	Chubbuck, Idaho 83202

Either party may change their address for the purpose of this paragraph by giving written notice of such change to the other in the manner provide by Section 4 (Notices) herein.

5. **INDEPENDENT CONTRACTOR RELATIONSHIP:** *CONTRACTOR* is an independent contractor and is not an employee, servant, agent, partner, or joint venture of *COUNTY*. *COUNTY* shall determine the work to be done by *CONTRACTOR*, but *CONTRACTOR* shall determine the legal means by which it accomplishes the work specified by *COUNTY*.

6. **BEST EFFORTS:** *CONTRACTOR* represents that *CONTRACTOR* will at all times faithfully, industriously and to the best of its ability, experience and talent, perform to *COUNTY*'s reasonable satisfaction.

7. **FEDERAL, STATE, AND LOCAL PAYROLL TAXES:** Neither federal, state or local income taxes, nor payroll taxes of any kind shall be withheld and paid by *COUNTY* on behalf of *CONTRACTOR* or the employees of *CONTRACTOR*. *CONTRACTOR* shall not be treated as an employee with respect to the services performed hereunder for federal or state tax purposes. *CONTRACTOR* understands that it is responsible to pay, according to law, *CONTRACTOR*'s income tax. *CONTRACTOR* further understands that it may be liable for self-employment (Social Security) tax to be paid by *CONTRACTOR* according to law.



Independent Contactor Agreement

Procurement Contract Number 2024.130

8. LICENSES AND LAW: COUNTY relies upon CONTRACTOR's professional ability and training as material inducement to enter into this agreement. CONTRACTOR represents that it possesses the skill and experience necessary and all licenses required to perform the services under this agreement. CONTRACTOR further agrees to comply with all applicable laws in the performance of the services hereunder. COUNTY's acceptance of CONTRACTOR's work shall not constitute a waiver or release of CONTRACTOR from professional responsibility.

9. FRINGE BENEFITS: Because CONTRACTOR is engaged in its own independently established business, CONTRACTOR is not eligible for, and shall not participate in, any employee pension, health, or other fringe benefit plans of COUNTY.

10. WORKER'S COMPENSATION: CONTRACTOR shall maintain in full force and effect worker's compensation for CONTRACTOR and any agents, employees, and staff that the CONTRACTOR may employ, and provide proof to COUNTY of such coverage or that such worker's compensation insurance is not required under the circumstances.

11. EQUIPMENT, TOOLS, MATERIALS OR SUPPLIES: CONTRACTOR shall supply, at CONTRACTOR's sole expense, all equipment, tools, materials and/or supplies to accomplish the services to be provided.

12. FORCE MAJEURE: This Agreement is subject to force majeure, including without limitation, accidents, acts of God, plague, epidemic, pandemic, outbreaks of infectious disease or any other public health crisis, including quarantine or other employee restrictions, fire, explosion, vandalism, storm, weather conditions, orders or acts of military or civil authority, national emergencies, insurrections, riots, wars, or other delays beyond the reasonable control of the parties. The CONTRACTOR shall not be held responsible for reasonable delays caused by such events but shall use reasonable efforts under the circumstances to avoid or remove such causes of non-performance. Shortage of available labor shall not be considered excusable under this force majeure clause.

13. ASSIGNMENT: It is expressly agreed and understood by the parties hereto, that CONTRACTOR shall not have the right to assign, transfer, hypothecate or sell any of its rights under this Agreement except upon the prior express written consent of COUNTY.

14. CHANGES: COUNTY may, from time to time, request changes in the Services to be performed hereunder. Such changes, and any increase or decrease in CONTRACTOR'S compensation, shall be effective only if they are in the form of mutually executed written amendment(s) to this Agreement.

The party desiring the revision shall request amendment(s) to the terms and conditions of this Agreement in writing. Any adjustment to this Agreement shall be effective only upon the parties' mutual execution of an amendment in writing.

No verbal agreements or conversations prior to execution of the Agreement or requested amendment shall affect or modify any of the terms or conditions of this Agreement unless reduce to writing according to the applicable provisions of this Agreement.

15. NON-APPROPRIATION: Expenditures not appropriated by COUNTY in its current fiscal year budget are deemed to be contingent liabilities only and are subject to appropriation in subsequent fiscal year budgets. In the event no funds or insufficient funds are appropriated and budgeted in any subsequent fiscal period by COUNTY for performance under this Agreement, COUNTY shall notify the other party(ies) and this Agreement shall terminate. Payments under this agreement shall be completed to the date of notification, except that no payment shall be made or due under this Agreement beyond those amounts appropriated and budgeted by COUNTY to fund payments under this Agreement.



Independent Contactor Agreement

Procurement Contract Number 2024.130

16. TERMINATION FOR CAUSE: If, through any cause, CONTRACTOR shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if CONTRACTOR shall violate any of the covenants, agreements, or stipulations, of this Agreement, COUNTY shall thereupon have the right to terminate this Agreement by giving written notice to CONTRACTOR of such termination and specifying the effective date thereof at least fifteen (15) days before the effective date of such termination. If this Agreement is terminated for cause, CONTRACTOR shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

Notwithstanding the above, CONTRACTOR shall not be relieved of liability to COUNTY for damages sustained by COUNTY by virtue of any breach of this Agreement by CONTRACTOR, and COUNTY may withhold any payments to CONTRACTOR for the purposes of set-off until such time as the exact amount of damages due COUNTY from CONTRACTOR is determined. This provision shall survive the termination of this Agreement and shall not relieve CONTRACTOR of its liability to COUNTY for damages.

17. TERMINATION FOR CONVENIENCE: Either COUNTY or CONTRACTOR may terminate this Agreement at any time by giving at least thirty (30) days' notice in writing. If the Agreement is terminated by COUNTY as provided herein, CONTRACTOR will be paid an amount which bears the same ratio to the total compensation as the work actually performed bear to the total services of CONTRACTOR covered by this Agreement, less payments of compensation previously made. If this Agreement is terminated due to the fault of CONTRACTOR, Section 16 (Termination for Cause) hereof relative to termination will apply.

18. WARRANTY: CONTRACTOR warrants that all materials and goods supplied under this Agreement shall be of good merchantable quality and that all services will be performed in a good workmanlike manner. CONTRACTOR acknowledges that it will be liable for any breach of this warranty.

19. INDEMNITY AND INSURANCE PROVISIONS: In respects to all acts or omissions which do not arise directly out of the performance of professional services including, but not limited to those acts or omissions normally covered by general and automobile liability insurance, CONTRACTOR agrees to indemnify, defend (at COUNTY's option), and hold harmless COUNTY, its officers, agents, employees, representatives, and volunteers from and against any and all claims, demands, defense costs, liability, or consequential damages of any kind or nature arising out of or in connection with CONTRACTOR's (or CONTRACTOR's subcontractors, if any) performance or failure to perform, under the terms of this contract; excepting those which arise out of the sole negligence of COUNTY.

Without limiting COUNTY's right to indemnification, it is agreed that CONTRACTOR shall secure prior to commencing any activities under this Agreement, and maintain during the term of this Agreement, against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work under this Agreement and the result of that work by CONTRACTOR, Contractor's agents, representatives, employee, or sub-contractors. Minimum insurance coverage as follows:

1. Worker's compensation and Employer's Liability insurances as required by Idaho statutes.
2. Comprehensive general liability insurance or commercial general liability insurance, including coverage for premises, operations, products and completed operations, contractual liability, personal injury liability, products/completed operations liability, broad-form property damage (if applicable) and independent contractor's liability (if applicable), in an amount of not less than Two Million Dollars (\$2,000,000.00) per occurrence for bodily injury, personal injury and property damage, or the full per occurrence limits of the policy, whichever is greater, combined single limit, written on an occurrence form.



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3. Comprehensive automobile liability coverage including, as applicable, owned, non-owned and hired autos, in an amount of not less than One Million Dollars (\$1,000,000.00) per accident for bodily injury and property damage, combined single limit, written on an occurrence form.

COUNTY is hereby authorized to reduce the requirements set forth above in the event it determines that such reduction is in the COUNTY's best interest.

Each insurance policy required by this Agreement shall contain the following clauses:

1. This insurance shall not be canceled, limited in scope or coverage, or non-renewed until after thirty (30) days prior written notice has been given to the Auditing Department of COUNTY.
2. It is agreed that any insurance maintained by COUNTY shall apply in excess of and not contribute with insurance provided by this policy.

Each insurance policy required by this Agreement, excepting policies for worker's compensation, shall contain the following clause:

COUNTY, its officers, agents, employees, representatives and volunteers are added as additional insureds as respects operations and activities of, or on behalf of, the named insured, performed under contract with COUNTY. Prior to commencing any work under this Agreement, CONTRACTOR shall deliver to COUNTY insurance certificates confirming the existence of the insurance required by this Agreement, and including the applicable clauses referenced above. Also, within thirty (30) days of the execution date of this Agreement, CONTRACTOR shall provide to COUNTY endorsements to the above-required policies, which add to these policies the applicable clauses referenced above. Said endorsements shall be signed by an authorized representative of the insurance company and shall include the signature's company affiliation and title. Should it be deemed necessary by COUNTY, it shall be CONTRACTOR's responsibility to see that COUNTY receives documentation acceptable to COUNTY which sustains that the individual signing said endorsements is indeed authorized to do so by the insurance company. Also, COUNTY has the right to demand, and to receive within a reasonable time period, copies of any insurance policies required under this Agreement.

In addition to any other remedies COUNTY may have if CONTRACTOR fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, COUNTY may, at its sole option:

1. Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement;
 - a. Order CONTRACTOR to stop work under this Agreement and/or withhold any payment(s) which become due to CONTRACTOR hereunder until CONTRACTOR demonstrates compliance with the requirements hereof.
 - b. Terminate this Agreement.

Exercise of any of the above remedies, however, is an alternative to other remedies COUNTY may have and is not the exclusive remedy for CONTRACTOR's failure to maintain insurance or secure appropriate endorsements.

Nothing herein contained shall be construed as limiting in any way the extent to which CONTRACTOR may be held responsible for payments of damages to persons or property resulting from CONTRACTOR's, or its subcontractor's, performance of the work covered under this Agreement.

If CONTRACTOR maintains higher limits than the minimums shown above, COUNTY is entitled to coverage for the higher limits maintained by CONTRACTOR. Any insurance proceeds in excess of the



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specified limits and coverage required, which are applicable to a given loss, shall be available to the COUNTY. No representation is made that the minimums shown above are sufficient to cover the indemnity or other obligations of the CONTRACTOR under this Agreement.

20. NONWAIVER: Failure of either party to exercise any of the rights under this Agreement, or breach thereof, shall not be deemed to be a waiver of such right or a waiver of any subsequent breach.

21. CHOICE OF LAW: The parties have executed and delivered this Agreement in the County of Bannock, State of Idaho. The laws of the State of Idaho shall govern the validity, enforceability, or interpretation of the Agreement. Bannock County shall be the venue for any action or proceeding, in law or equity that may be brought in connection with this Agreement. Any dispute under this Agreement, or related to this Agreement, shall be decided in accordance with the laws of the State of Idaho.

22. CONFLICTS IN THE AGREEMENT DOCUMENTS: The Agreement documents are intended to be complementary and interpreted in harmony so as to avoid conflict. In the event of conflict in the Agreement documents, the parties agree that the document providing the highest quality and level of services to the County shall supersede any inconsistent term in these documents.

23. ANTI-BOYCOTT AGAINST ISRAEL ACT: If this Agreement has a total potential value of \$100,000 or more and if CONTRACTOR is a company with ten (10) or more employees, then pursuant to Idaho Code §67-2346, CONTRACTOR affirmatively states that it does not boycott Israel and will not boycott Israel during the term of this Agreement. In this paragraph, the terms "company" and "boycott Israel" shall have the meanings described in Idaho Code §67-2346.

24. USE OF FEDERAL FUNDS: Federal funding will be used to fund all or a portion of the contract. The contractor will comply with all applicable federal law, regulations, executive orders, and the federal funding department's policies, procedures, and directives.

The federal government is not a party to this contract and is not subject to any obligations or liabilities to Bannock County, contractor, or any other party pertaining to any matter resulting from the contract.

That 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract, which prohibits submitting false or fraudulent claims for payment to the federal government.

200 CFR 200.321 Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms. If subcontracts are to be let, the prime contractor is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible, which must include:

- (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
- (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed



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in paragraphs (b)(1) through (5) of this section.

41 CFR part 60 - Equal Employment Opportunity. During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for



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noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

40 U.S.C. 3701-3708 Contract Work Hours and Safety Standards Act. For any contract over \$100,000, compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5) is required for construction work that will involve employment of mechanics or laborers. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(1) *Overtime requirements.* No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) *Withholding for unpaid wages and liquidated damages.* Bannock County must, upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

For contracts that are only subject to Contract Work Hours and Safety Standards Act and are not subject to the Davis Bacon Act, the following provisions apply:

(1) The contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.



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(2) Records to be maintained under this provision shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the federal funding agency and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

(3) The clauses above must be included in any subcontract.

37 CFR Part 401 Rights to Inventions Made Under a Contract or Agreement. If the contract includes assignment or performance of experimental, developmental, or research work, the contractor must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

42 U.S.C. 7401-7671q. Clean Air Act and 33 U.S.C. 1251-1387 Federal Water Pollution Control Act, as amended. This provision applies if the contract or subgrant is in excess of \$150,000. Violations must be reported to the federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 *et seq.* The contractor agrees to report each violation to Bannock County and understands and agrees that Bannock County will, in turn, report each violation as required to assure notification to the federal funding agency, and the appropriate Environmental Protection Agency Regional Office.

The contractor agrees to include these requirements in each subcontract financed in whole or in part with federal assistance.

2 CFR §180.905 Debarment and Suspension (Executive Orders 12549 and 12689). This contract is a covered transaction for purposes of 2 C.F.R. Part 180. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935) from receiving federal funds as listed on the governmentwide exclusions in the System for Award Management (SAM).

The contractor must comply with 2 C.F.R. Part 180, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into. This certification is a material representation of fact relied upon by Bannock County. If it is later determined that the contractor did not comply with 2 C.F.R. Part 180, subpart C, in addition to remedies available to Bannock County, the federal government may pursue available remedies, including but not limited to suspension and/or debarment.

The contractor certifies it is not excluded or disqualified and agrees to comply with the requirements of 2 C.F.R. Part 180, subpart C throughout the period of any contract that may arise from this offer. The contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.



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2 CFR §200.323 Procurement of recovered materials. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000.

In the performance of this contract, the Contractor must make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:

1. Competitively within a timeframe providing for compliance with the contract performance schedule;
2. Meeting contract performance requirements; or
3. At a reasonable price.

Information about the recommended recycled content of the following products is available at EPA's Comprehensive Procurement Guidelines webpage: <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>:

Construction Products: Building insulation, Carpet (polyester), Carpet cushion, Cement and concrete, Consolidated and reprocessed latex paint, Floor tiles, Flowable fill, Laminated paperboard, Modular threshold ramps, Nonpressure pipe, Patio blocks, Railroad grade crossing surfaces, Roofing materials, Shower and restroom dividers/partitions, Structural fiberboard, Proposed: Nylon carpet and nylon carpet backing

Landscaping Products: Compost and fertilizer made from recovered organic materials, Garden and soaker hoses, Hydraulic mulch, Lawn and garden edging, Plastic lumber landscaping timbers and posts

Miscellaneous Products: Awards and plaques, Bike racks, Blasting grit, Industrial drums, Manual-grade strapping, Mats, Pallets, Signage, Sorbents

Nonpaper Office Products: Binders, Clipboards, File folders, Clip portfolios, Presentation folders, Office furniture, Office recycling containers, Office waste receptacles, Plastic desktop accessories, Plastic envelopes, Plastic trash bags, Printer ribbons, Toner cartridges

Paper and Paper Products: Commercial/industrial sanitary tissue products, Miscellaneous papers, Newsprint, Paperboard and packaging products, Printing and writing papers

Park and Recreation Products: Park benches and picnic tables, Plastic fencing, Playground equipment, Playground surfaces, Running tracks

Transportation Products: Channelizers, Delineators, Flexible delineators, Parking stops, Traffic barricades, Traffic cones

Vehicular Products: Engine coolants, Rebuilt vehicular parts, Re-refined lubricating oils, Retread tires

The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

2 CFR §200.216 Prohibition on certain telecommunications and video surveillance services or equipment. Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug. 13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

Bannock County and any contractors or subcontractors are prohibited from obligating or expending grant funds to:



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- (1) Procure or obtain;
- (2) Extend or renew a contract to procure or obtain; or
- (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(b) In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered telecommunications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

(c) See Public Law 115-232, section 889 for additional information.

(d) See also §200.471.

2 CFR §200.322 Domestic preferences for procurements. As appropriate and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

(b) For purposes of this section:

(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

2 CFR 175.15(a) Trafficking in Persons. Contractor must comply with the requirements of the government-wide financial assistance award term which implements Section 106 (g) of the Trafficking Victims Protection Act of 2000 (TVPA), codified as amended at 22 U.S.C. § 7104. The award term is located at 2 C.F.R. § 175.15, the full text of which is incorporated here by reference.



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1. Contractor, contractor's employees, subcontractors under this contract, and subcontractor's employees may not:
 - i. Engage in severe forms of trafficking in persons during the period of time that the contract is in effect;
 - ii. Procure a commercial sex act during the period of time that the contract is in effect; or
 - iii. Use forced labor in the performance of the contract or subcontracts.
2. Contractor must notify Bannock County immediately of any information received from any source alleging a violation of a prohibition in this clause.
3. If the federal funding agency unilaterally terminates the funding award, thereby terminating this contract, for violations of this section:
 - i. It implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended ([22 U.S.C. 7104\(g\)](#)), and
 - ii. Is in addition to all other remedies for noncompliance that are available to us under this award.
4. Contractor must include the requirements of this section in any subcontract.

2 CFR 200.318 Conflict of Interest. Contractor must maintain written standards of conduct for conflicts of interest for staff engaged in selection of an award and administration of contracts, and standards for conduct covering organizational conflicts of interest.

22 CFR 140 Prohibition of Assistance to Drug Traffickers. In accordance with 22 USC 2291f, the Contractor is required to abide by the policy and procedures codified at 22 CFR 140, which is designed to ensure that federal assistance funds are not provided to or through any individual or entity that: (1) Has been convicted of a violation of, or a conspiracy to violate, any law or regulation of the United States, a State or the District of Columbia, or a foreign country relating to narcotic or psychotropic drugs or other controlled substances; or (2) Is or has been an illicit trafficker in any such controlled substance or is or has been a knowing assistor, abettor, conspirator, or colluder with others in the illicit trafficking in any such substance.

41 USC 4712 Protection for Whistleblowers. Contractor, and any lower subcontractors, may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant. The list of persons and entities referenced in the paragraph above includes the following:

- i. A member of Congress or a representative of a committee of Congress;
- ii. An Inspector General;
- iii. The Government Accountability Office;
- iv. A federal employee responsible for contract or grant oversight or management;
- v. An authorized official of the Department of Justice or other law enforcement agency;
- vi. A court or grand jury; or
- vii. A management official or other employee of Recipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.

Contractor, and any subcontractor, shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.



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Discrimination Prohibition. Contractor must comply with the requirements in the following statutes and regulations prohibiting discrimination, including, but not limited to, the following:

- A. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.), which prohibits discrimination on the grounds of race, color, or national origin under programs or activities receiving federal financial assistance.
- B. Title IX of the Education Amendments of 1972 (20 U.S.C. §§ 1681 et seq.), which prohibits discrimination on the basis of sex under federally assisted education programs or activities.
- C. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance.
- D. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), which prohibits discrimination on the basis of age in programs or activities receiving federal financial assistance.
- E. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), including the ADA Amendments Act of 2008 (Public Law 110-325, which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto, as well as public or private entities that provide public transportation.
- F. 28 CFR Part 38, which prohibits discrimination on the basis of religion, a religious belief, refusal to hold a religious belief, or refusal to participate in religious practice.

Executive Order 13043, 62 FR 19217 Contractor is encouraged to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

Executive Order 13513, 74 FR 51225. Contractor is encouraged to adopt and enforce policies that ban text messaging while driving, and establish workplace safety policies to decrease accidents caused by distracted drivers.

Access to Records Contractor agrees to provide Bannock County, the federal funding agency, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

The Contractor agrees to provide Bannock County or an authorized representative of the federal funding agency access to construction or other work sites pertaining to the work being completed under the contract.

25. ENTIRE AGREEMENT: This is the entire Agreement, including any exhibits referenced, between the parties and there are no inducements, promises, terms, conditions, or obligations made or entered into by COUNTY or CONTRACTOR other than those contained in it. Parties acknowledge this Agreement can only be modified or amended in writing by the parties.

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



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27. ATTORNEY FEES: Reasonable attorney fees shall be awarded to the prevailing party in any action to enforce this Agreement or to declare forfeiture or termination of this Agreement.

28. SIGNATURE AUTHORITY: The parties executing this agreement certify that they have the proper authority to bind their respective entities to all terms and conditions set forth in this agreement.

DATED this _____ day of _____, 2024.

COUNTY:

BANNOCK COUNTY COMMISSIONERS

Ernie Moser, Chairman

Jeff Hough, Commissioner

John Crowder, Commissioner

ATTEST:

Clerk of Bannock County

SUPPLIER:

City Creek Glass, LLC

By _____
(Name)

Its _____
(Title or Office)

WITNESS:

(Signature of Witness or Notary Public)



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27. ATTORNEY FEES: Reasonable attorney fees shall be awarded to the prevailing party in any action to enforce this Agreement or to declare forfeiture or termination of this Agreement.

28. SIGNATURE AUTHORITY: The parties executing this agreement certify that they have the proper authority to bind their respective entities to all terms and conditions set forth in this agreement.

DATED this 21ST day of NOVEMBER, 2024.

COUNTY:

BANNOCK COUNTY COMMISSIONERS

Ernie Moser, Chairman

Jeff Hough, Commissioner

John Crowder, Commissioner

ATTEST:

Clerk of Bannock County

SUPPLIER:

City Creek Glass, LLC

By [Signature]

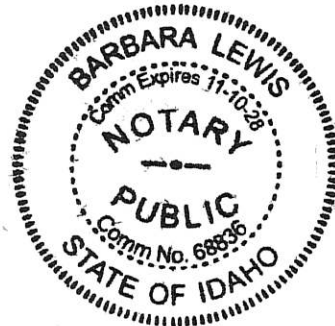
(Name)

Its OWNER

(Title or Office)

WITNESS: [Signature: Barbara Lewis]

(Signature of Witness or Notary Public)



**CITY CREEK GLASS LLC**

290 LAUREL LANE
 CHUBBUCK, ID 83202
 PHONE (208)-241-4549

PROPOSAL

TO: DAN KENDALL

JOB: DOWNEY EXHIBIT BUILDING
 DOWNEY, ID

DATE: 10-16-24

ALUMINUM STOREFRONT FRAME AND DOOR/GLASS AND GLAZING

ALUMINUM STOREFRONT FRAMES TO BE CRL/US ALUMINUM IT451 THERMALLY BROKEN--2" X 4 1/2" IN DARK BRONZE ANODIZED FINISH READY TO ACCEPT 1" GLASS. DOORS TO BE MEDIUM STILE WITH 10" BOTTOM RAIL, CONTINUOUS HINGE, RIM PANICS WITH EXTERIOR CYLINDERS (FINAL BY OTHERS)--PAIR DOOR WILL HAVE VON DUPRIN KR4954 KEYED REMOVABLE MULLION, HEAVY DUTY CLOSERS AND DROP PLATES, STANDARD PULL HANDLES, MILL FINISH THRESHOLD AND 1" GLASS STOP. GLASS IN DOORS AND WINDOWS TO BE 1" CLEAR LOW "E" ANNEALED (1/4"--1/2AS-1/4") OVER CLEAR ANNEALED DUAL SEAL UNITS. (TEMPERED GLAZING WILL BE UTILIZED WHERE NEEDED BY CODE).

1	EA	76" X 86"	PAIR DOOR #20	
3	EA	40" X 86"	SINGLE DOORS #15/26/30	
6	EA	48" X 48"	WINDOWS #35/36/37/40/41/42	TYPE A
2	EA	96" X 48"	WINDOWS #38/39	TYPE B

****ALL FLASHING IS TO BE PROVIDED AND INSTALLED BY BUILDING MANUFACTURER/ERECTOR****

****I HAVE NOT INCLUDED THE DOOR GLASS IN THE WOOD DOORS—IF NEEDED I CAN PROVIDE A PRICE TO PROVIDE THE DOOR GLASS AND INSTALLATION INTO DOOR LITE KIT PROVIDED BY OTHERS****

INCLUDES: SHIMS, SCREWS, BACKER ROD, CAULKING OF OUR MATERIALS.

EXCLUDES: BUILDING FLASHING, ACCESS CONTROL, ELECTRIC STRIKES, LOW VOLTAGE WIRING, HOLLOW METAL DOORS AND WINDOW FRAME, FINAL CYLINDERS, ROUGH OPENINGS, FIRE RATED FRAMES OR GLASS, WOOD DOORS/FRAMES, INSTALLATION OF HOLLOW METAL OR WOOD DOORS, HARDWARE FOR HOLLOW METAL OR WOOD DOORS, TINT FILM, ROUGH OPENINGS, DOOR LITE KITS FOR WOOD DOORS, BATHROOM MIRRORS, FIRE RATED GLASS OR FRAMING, STUD FRAMED WALLS, ANY HARDWARE NOT LISTED ABOVE, STUD FRAMING, SHEETROCK, PATCH AND PAINT, PERMIT, INTERIOR FINISHES, TRIM, INSULATION, WIND LOAD AND DEAD LOAD BRACKETS, NFRC LABELING, NFRC CERTIFICATION, ENERGY CALCS, LEED, ENERGY STAR RATINGS, AAMA LABELS, LOUVERS, DOOR HARDWARE, ENGINEER STAMP OR STRUCTURAL CALCS, FIELD TESTING OF ANY KIND, MOCK UPS, FINAL CLEANING.

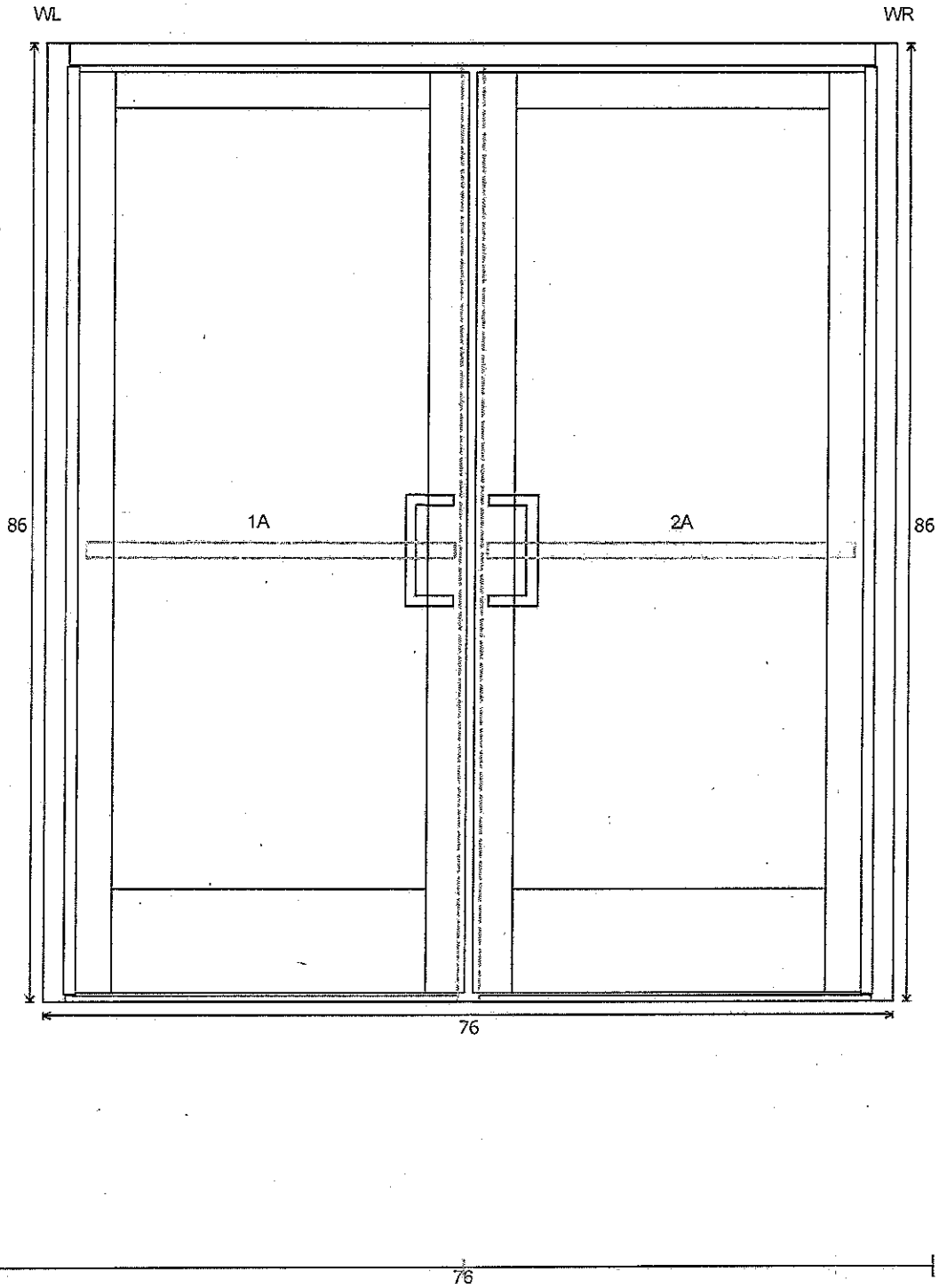
BASE BID, TAX INCLUDED-----\$29,973.00

PUBLIC WORKS LICENSE #025732-C-4

SINCERELY,
 BRANDON TOBIAS

DOWNEY EXHIBIT

DOOR 20

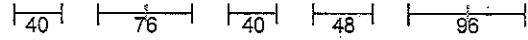


Plan View - DOOR 20

Cutting List

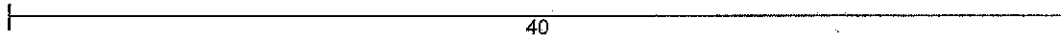
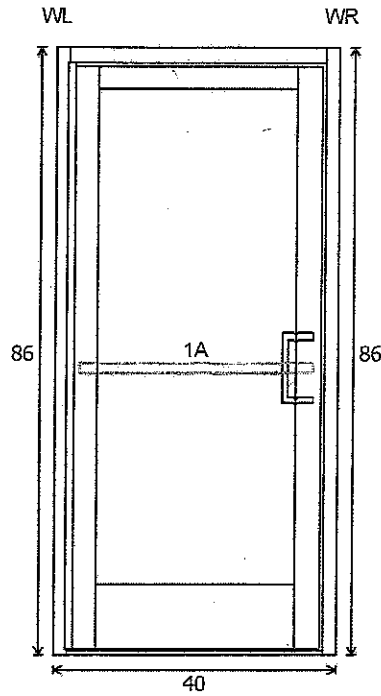
DOWNEY EXHIBIT

Customer: DAN KENDALL
Quantity: 1
Date Entered: 10/15/2024



Plan View - All Groups

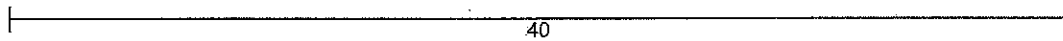
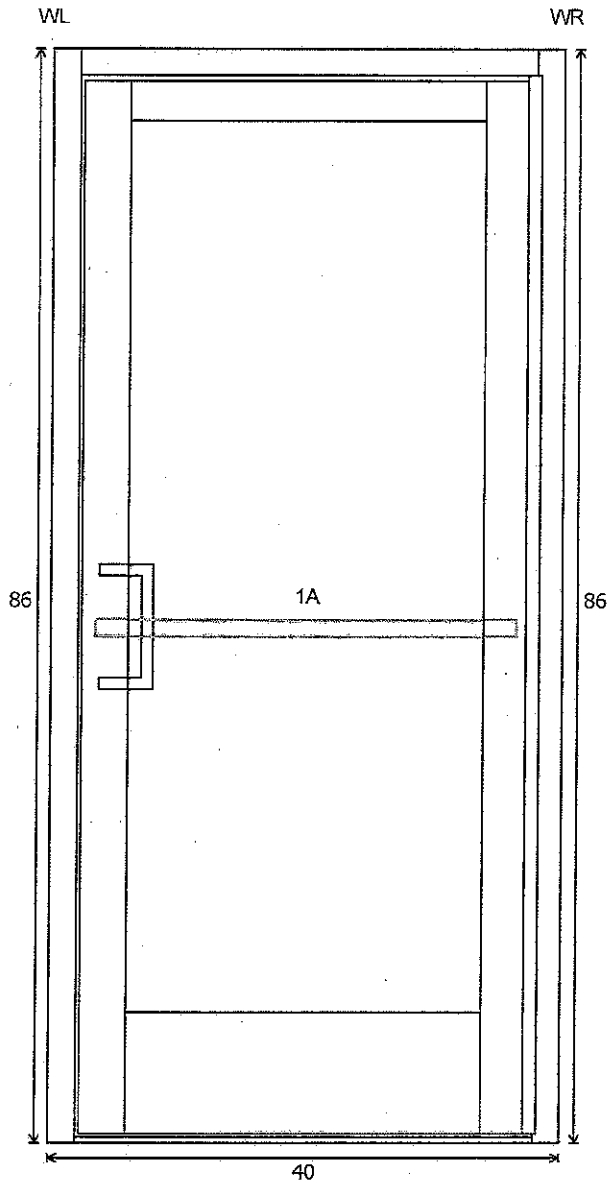
DOOR 15



Plan View - DOOR 15

DOWNEY EXHIBIT

DOOR 26 AND 30

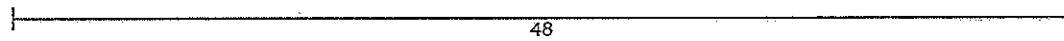
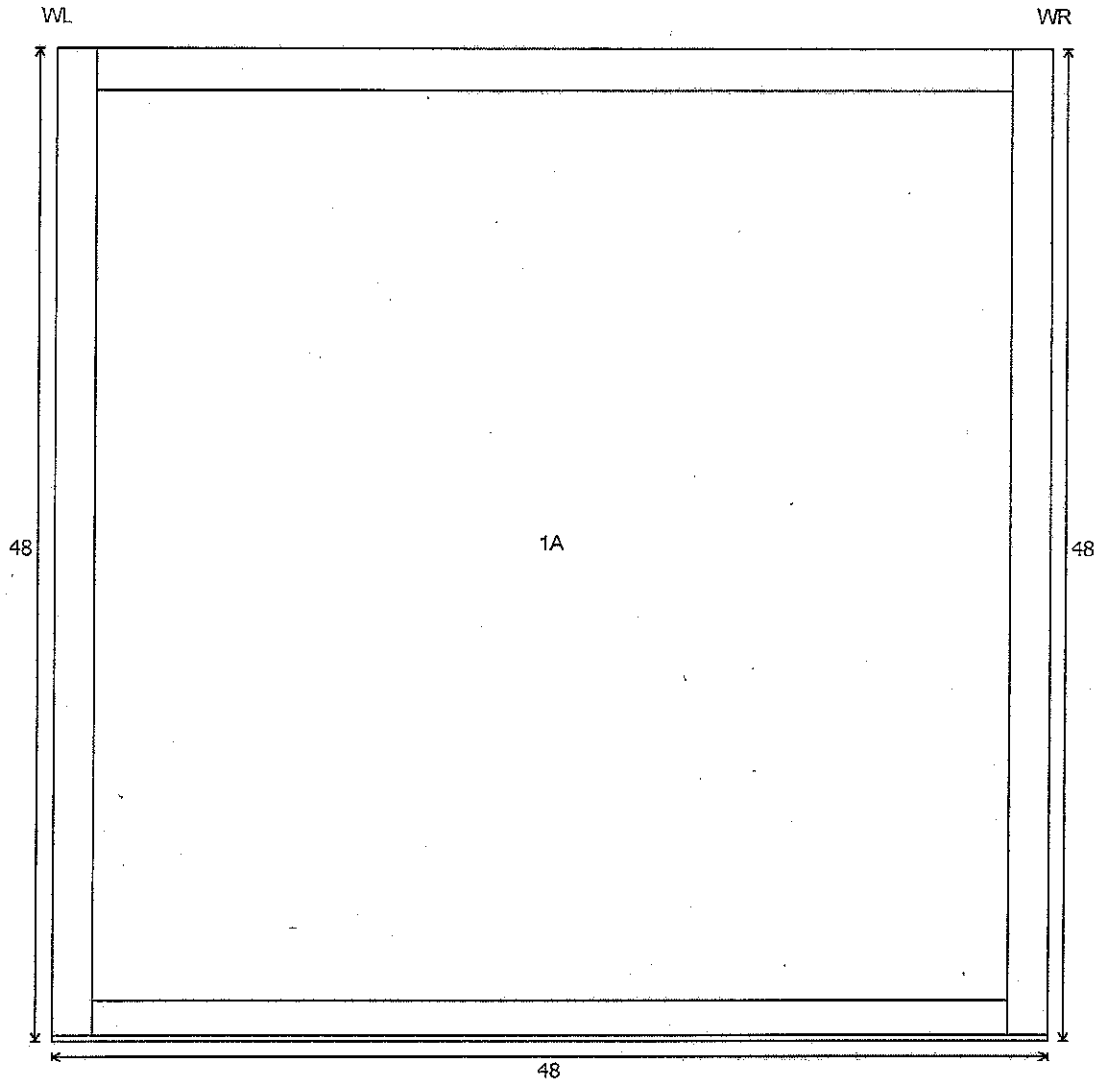


Plan View - DOOR 26 AND 30

Cutting List

DOWNEY EXHIBIT

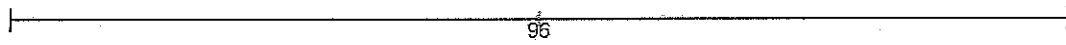
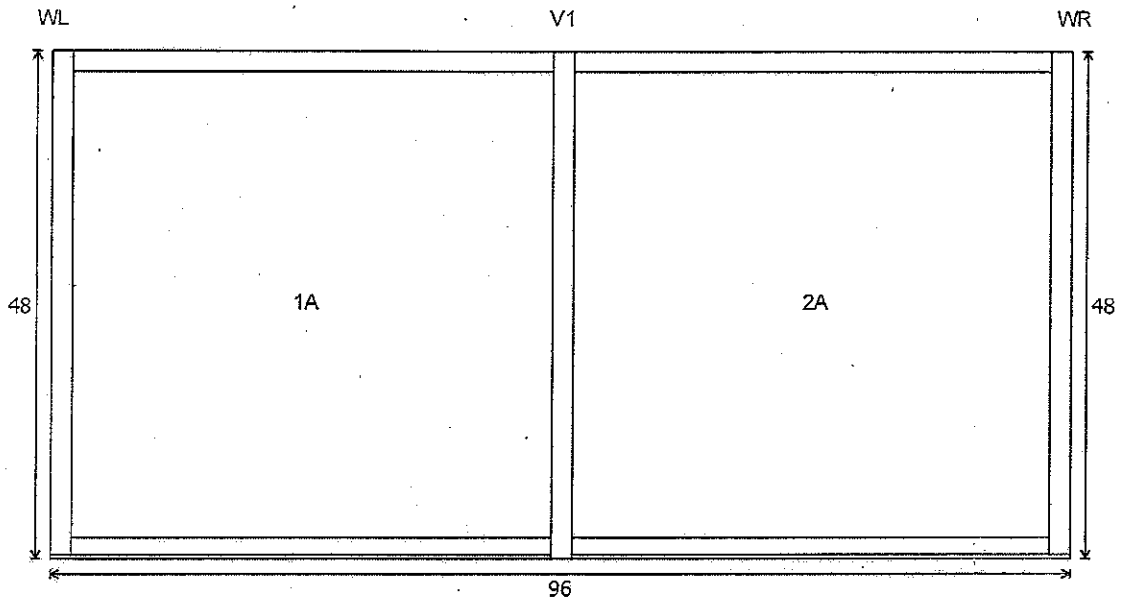
TYPE A (Quantity 6)



Plan View - TYPE A

DOWNEY EXHIBIT

TYPE B (Quantity 2)



Plan View - TYPE B

BANNOCK COUNTY COMMISSIONERS

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



ERNIE MOSER
 Commissioner
 1st District

JEFF HOUGH
 Commissioner
 2nd District

JOHN CROWDER
 Commissioner
 3rd District

Business Meeting Agenda Request Form

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

Requestor Name:

Kristi Klauser

Department:

Auditing

Requestor Email:

kristik@bannockcounty.us

Item(s) to be considered:

Review and signature on Idaho Dept of Juvenile Corrections annual financial report for FY24.

Date of meeting being requested:

11/26/2024

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:

Matt Olsen

Report Period: 10/1/23 to 09/30/24
JUVENILE JUSTICE ANNUAL FINANCIAL REPORT
Due Date: December 1, 2024

COUNTY:

Section 1		STATE FUNDS			
FUNDING SOURCE	JUVENILE CORRECTIONS ACT FUND	TOBACCO TAX	LOTTERY		TOTALS
Cash on Hand as of 9/30/2023	\$0	\$0	\$8,260		\$8,260
Revenues 10/1/23 to 09/30/24	\$146,540	\$191,052	\$35,068		\$372,660
Expended 10/1/23 to 09/30/24					
Personnel Costs	\$146,540	\$191,052	\$35,068		\$372,660
Operating Expenses	\$0	\$0	\$4,651		\$4,651
Capital Outlay	\$0	\$0	\$0		\$0
State Funds Cash on Hand as of 9/30/24	\$0	\$0	\$3,609		\$3,609
Section 2		COUNTY FUNDS			
FUNDING SOURCE	GENERAL FUND	DETENTION REIMB	SUPERVISION FEES	OTHER REVENUE:	TOTALS
Cash on Hand as of 9/30/23	\$0	\$1,047,319	\$234,856	\$0	\$1,282,175
Revenues 10/1/23 to 09/30/24	\$885,918	\$1,251,796	\$57,389	\$38,027	\$2,233,130
Expended 10/1/23 to 09/30/24					
Personnel Costs	\$885,918	\$1,101,194	\$0	\$25,840	\$2,012,952
Operating Expenses	\$0	\$154,334	\$110,673	\$12,187	\$277,194
Capital Outlay	\$0	\$0	\$0	\$0	\$0
County Funds Cash on Hand as of 9/30/24	\$0	\$1,043,587	\$181,572	\$0	\$1,225,159
All Funds Cash on Hand as of 9/30/24					\$1,228,768
Section 3		CARRYOVER EXPENDITURE PLAN FOR STATE FUNDING			
FUNDING SOURCE	* JUVENILE CORRECTIONS ACT FUND	TOBACCO TAX	LOTTERY		TOTALS
State Funds Cash on Hand as of 9/30/24	\$0	\$0	\$3,609		\$3,609
Personnel Costs	\$0	\$0	\$0		\$0
Operating Expenses	\$0	\$0	\$0		\$0
Capital Outlay	\$0	\$0	\$0		\$0
Total Projected Expenditures	\$0	\$0	\$0		\$0
Unallocated Funds	\$0	\$0	\$3,609		\$3,609

Section 4 10/1/24 to 09/30/25 JUVENILE CORRECTION ACT FUNDS NARRATIVE

Personnel Costs	
Operating Expenses	
Capital Outlay	
Unallocated Carryover Funds	

Section 5 10/1/24 to 09/30/25 TOBACCO TAX FUNDS NARRATIVE

Personnel Costs	
Operating Expenses	
Capital Outlay	
Unallocated Carryover Funds	

Section 6 10/1/24 to 09/30/25 LOTTERY FUNDS NARRATIVE

Personnel Costs	
Operating Expenses	
Capital Outlay	
Unallocated Carryover Funds	

Section 7 SIGNATURE OF CERTIFICATION

I HEREBY CERTIFY that this report represents actual receipts and expenditures of funds for the period covered by this report. I understand Juvenile Corrections Act (JCA), Tobacco Tax, and Lottery funds cannot be used to replace local funds or increase the amount of such funds that would, in the absence of this allotment, be made available for juvenile justice activities. I understand any remaining JCA Funds, Tobacco Tax and or Lottery Funds must be carried over and reported in the following county fiscal year.

COUNTY CLERK _____ DATE: _____
Typed Name

Section 8 REVIEWER'S SIGNATURES

COUNTY COMMISSIONER CHAIR _____ DATE: _____
Typed Name

MAGISTRATE JUDGE _____ DATE: _____
Typed Name

JUVENILE JUSTICE DIRECTOR _____ DATE: _____
Typed Name

Section 9 IDJC REVIEWER'S SIGNATURE

DISTRICT LIAISON _____ DATE: _____
Printed Name

Section 10 JUVENILE CORRECTION ACT RETENTION APPROVAL

Approved Juvenile Correction Act Funds must be expended by 09/30/25

DIRECTOR ASHLEY DOWELL _____ DATE: _____

BANNOCK COUNTY COMMISSIONERS

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



ERNIE MOSER
 Commissioner
 1st District

JEFF HOUGH
 Commissioner
 2nd District

JOHN CROWDER
 Commissioner
 3rd District

Business Meeting Agenda Request Form

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Requestor Name:

Brian Trammell

Department:

Prosecutors

Requestor Email:

briant@bannockcounty.gov

Item(s) to be considered:

Requesting Executive Session under Idaho Code 74-206(1)(f) to communicate with legal counsel for the public agency to discuss the legal ramifications of and legal options for pending litigation, or controversies not yet being litigated but imminently likely to be litigated. The mere presence of legal counsel at an executive session does not satisfy this requirement with potential action following adjournment of Executive Session

Date of meeting being requested:

11/26/2024

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:

In the Matter of APPROVING)
TAX CANCELLATION REQUESTS)

R.S. No. 2024-75
 November 26, 2024

RESOLUTION

WHEREAS, requests for cancellation of taxes were considered on November 12, 2024; 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 November 12, 2024, for cancellation of **market value** for the **2024** tax year.

PARCEL NO.	OWNER	EXPLANATION	VALUE TO BE CANCELLED
RPRPCPP005804	Iron Eagle, LLC	Developer's not applied to Cat 21	\$178,425
RPRPCPP005805	Iron Eagle, LLC	Developer's not applied to Cat 21	\$303,668
RPRPCPP046400	City of Pocatello	City purchased property in Aug	\$471,634

BOARD OF BANNOCK COUNTY COMMISSIONERS

 Ernie Moser, Chair

 Jeff Hough, Member

 John Crowder, Member

ATTEST: _____
 Jason C. Dixon, Clerk

BOARD OF BANNOCK COUNTY COMMISSIONERS' PROCEEDINGS – October 2024

The following is a synopsis of proceedings, pursuant to Idaho Code §31-819, of the Board of Bannock County Commissioners for October 2024, to wit, of which a complete set of minutes is on file at the Bannock County Clerk's Office, Pocatello, Idaho, or can be found online at www.bannockcounty.gov.

Oct 1: Approved case numbers 20240042 and 20240043 for cremation assistance. Approved contract with CR Fence Company for fuels reduction project. Approved sending notice and request for final payment to Enterprise. Approved amended Resolution No. 2024-50. Approved publishing public hearing notices. Approved agreements for Mini-Cassia JDC and Residential Treatment Services. Approved invoices and minutes through consent.

Oct 3: Approved invoices, Commission report, authorizing Enterprise payoff from county operations and Comptroller to finalize transaction, salary, payroll report and alcohol licenses. Approved entry/exit executive session – personnel. Approved contracts for 5K run and Blackhawk landing. Continued discussion for Fairgrounds buildings next week. Approved paying for wellness panel. Discussion on Stanger mine to be scheduled.

Oct 8: Approved FY25 fleet plan and Vestis contract. Approved signature on Sheriff vehicle titles and on MOU for Edward Byrne grant application. Approved Resolution Nos. 2024-64 Approving September 2024 Salaries and 2024-65 Approving September 2024 Alcohol Licenses. Approved publication of proceedings. Approved tax cancellation requests. Approved salary forms, alcohol licenses, and minutes through consent. Accepted bids for review for fair exhibit hall and Detention Center asphalt repair.

Oct 10: Approved invoices, Commission report, credit applications, salary forms, and memo authorizing claims. Approved entry/exit executive session – personnel and litigation; and approved leave without pay as presented, exceptional placement for the Prosecutor hire, and the attorney moving forward with Planning and Development in regards to the gravel pit in Inkom. Approved reimbursement for approach after determining costs of repairing a neighbor. Approved leave without pay. Approved agreement with Inkom for building inspections. Approved agreements with TransUnion and with Ada County for pathology services.

Oct 15: Approved case numbers 20250001 and 20250002; entry/exit executive session – exempt records; and consensual lien. Approved co-location agreement with Idaho Juvenile Corrections. Approved awarding fair exhibit building to Teton West of Idaho and asphalt repair project to Superior Asphalt. Approved JAG submission and TEGPA agreement with ITD for mini grant funds. Approved Resolution Nos. 2024-66 Authorization and Order to Reallocate Funds and 2027-67 Approving Tax Cancellation Requests. Approved invoices, salary forms, and minutes through consent.

Oct 17: Approved invoices, Commission reports, and certificate of residency. Approved fee waiver request for 4-H awards.

Oct 22: Approved case numbers 20250003, 20250004, and 20250005. Approved agreement with University of Cincinnati Research Institute for training. Approved change order with Western Industrial. Approved PIO deployment for flooding disaster relief. Approved Q3 unemployment billing. Approved entry/exit executive session – personnel; and salary forms, alcohol licenses,

minutes, and invoices through consent. Approved entry/exit of public hearing for forensic fees with the matter taken under advisement.

Oct 24: Approved claims, salary forms, alcohol licenses, credit applications, reimbursements, and certificate of residency. Approved contract with Teton West of Idaho for Fairgrounds Exhibit Hall bid. Approved change orders with CM Company. Approved contract with Summit Fire and Security for jail communications. Approved ratification of alcohol licenses and invoices.

Oct 29: Approved case number 20250006 for cremation assistance. Approved Operation Green Light Proclamation in support of veterans. Approved final plat for Eastwood Estates Subdivision. Ratified and approved Container Rental Agreement with Elite Services. Approved entry/exit executive session – legal communication. Approved letter of support for Health West grant application. Approved Third Amendment to Inmate Health Services with Ivy Medical. Approved invoices, alcohol licenses, salary forms, and minutes through consent. Accepted bids for review from Pro Builders, Inc. and 21st Century Remodeling for the tactical training center project. Accepted bids for review from Alpine Construction Management, CM Company, Construction Solutions Company, EKC, INC., Gary Jones Construction, 21st Century Remodeling, and Headwaters Construction Company for the YDC/Event Center building project. Approved and accepted bids at tax sale.

Oct 31: Approved invoices, Commission report, credit applications, payroll report, and alcohol licenses. Approved road name change. Approved reallocation for cell phone and job description. Approved Task Order 2 with Great West Engineering for scale house project. Approved certified levies for FY25. Approved tax cancellation requests. Approved contract with WIPFLI.

BOARD OF BANNOCK COUNTY COMMISSIONERS

Ernie Moser, Chair

Jeff Hough, Member

John Crowder, Member

Attest: _____
Jason C. Dixon, Clerk

Published: November 30, 2024

**BOARD OF BANNOCK COUNTY COMMISSIONERS
MINUTE CERTIFICATION**

We, the Board of Bannock County Commissioners, hereby certify approval of the minutes of the Bannock County Commissioners' meetings inclusive of the dates of November 12, 14, and 19, 2024, as approved during the meeting of November 26, 2024.

BOARD OF BANNOCK COUNTY COMMISSIONERS

Ernie Moser, Chair

Jeff Hough, Member

John Crowder, Member

ATTEST:

Jason C. Dixon, Clerk



MINUTES OF THE BOARD OF BANNOCK COUNTY COMMISSIONERS

Meeting Details

Date of Meeting:	Tuesday, November 12, 2024
Commissioners present:	Ernie Moser and John Crowder
Clerk of the Board:	Jason C. Dixon
Absent Board Members:	Jeff Hough
Staff present:	Deputy Clerk Nancy Allen, Comptroller Kristi Klauser, and Attorney Brian Trammell

Agenda Details

AGENDA	
1	Regular Business Meeting (action items) BOARD OF COMMISSIONERS MEETING CALL TO ORDER, AGENDA CHANGES & AGENDA APPROVAL (action item)
2	<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)
3	<ul style="list-style-type: none"> Julie Hancock, Elections Administrator, presenting for signature the Certification of the Election held Tuesday, November 5, 2024 (requested 10 minutes) (action item)
4	<ul style="list-style-type: none"> Shanda Crystal, Chief Procurement Officer, requesting to discuss (1) recommendation to award the Exhibit Hall Ceiling Invitation to Bid, and; (2) recommendation to award the Exhibit Hall Fire Suppression Invitation to Bid (requested 5 minutes) (action item)
5	<ul style="list-style-type: none"> Kiel Burmester, Public Works Director, seeking signatures (1) on Sales Agreements with Western States CAT for 2024 Caterpillar 150 AWD Motorgrader, 2024 Caterpillar 950 Medium Wheel Loader, 2024 Caterpillar 420 Backhoe Loader, and; (2) License Agreement with Wadsworth Brothers Construction (requested 5 minutes) (action item)
6	<ul style="list-style-type: none"> Kristi Klauser, Comptroller, request to ratify a manual check for Coast to Coast Carports, Inc. (Sheep barn for the fairgrounds in Downey). The original check was an incorrect amount. (requested 5 minutes) (action item)
7	RESOLUTIONS AND ORDINANCES (action items): 2024-73 Approving Change of Road Name 2024-74 Vacating Easement in the First Addition Space Acres Subdivision
8	LETTERS AND NOTICES (action items): Tax Cancellation Request
9	SIGNATURE ONLY (action items): Memo for 2024 Anniversary Recognition Credit Application for Vestis Uniforms and Workplace Supplies
10	CONSENT AGENDA (action items): <ul style="list-style-type: none"> Manual Checks Alcohol Licenses and Catering Permits Certificate of Residency Approval Salary Rate Approval Forms/Notice of Separation with Potential Executive Session under Idaho Code §74-206(1)(a)&(b) regarding personnel with potential action following adjournment of Executive Session Technology Forms Minutes: Approval of Meeting Minutes for November 5 and 7, 2024, and Certification of Said Minutes

- | | |
|----|--|
| 11 | Bid Opening for Exhibit Hall Electrical Invitation to Bid (action item) |
| 12 | Executive Session under Idaho Code §74-206(1)(f) to communicate with legal counsel for the public agency to discuss the legal ramifications of and legal options for pending litigation, or controversies not yet being litigated but imminently likely to be litigated. The mere presence of legal counsel at an executive session does not satisfy this requirement with potential action following adjournment of Executive Session (action item) |

Meeting Notes

- 1 9:00 AM Moser called the meeting to order.
- 2 No business.
- 3 9:00 AM Hancock reviewed the election had no major complaints, and a record turnout. Moser was impressed how everything worked out with construction in front of the building. Hancock reported out of the 11,300 early voters, there were only two complaints. The election had 77% of registered voters and 6,400 same day registrations, which does include those with address changes. Crowder commended staff for how the big operation worked out. Crowder moved to approve the canvass. The motion passed.
- 4 9:07 AM Facilities Director Dan Kendall was also present. Crystal recommended awarding the exhibit hall ceiling project to KJ Acoustics in the amount of \$16,185. Crowder moved to award the contract. The motion passed.
9:09 AM Crystal recommended awarding the exhibit hall fire protection project to Legacy Fire in the amount of \$62,775. Crowder moved to award the project. The motion passed.
- 5 9:10 AM Burmester reviewed lease agreements for a road grader, loader, and backhoe, that utilizes trades and buy back. The leases were budgeted for. Crowder moved to approve the three agreements. The motion passed.
9:14 AM Burmester reviewed the license agreement for the Inkom yard for ITD's project. Crowder moved to approve the agreement. The motion passed.
- 6 9:16 AM Klauser reviewed the invoice for Coast-to-Coast and issuance of a manual check. Discussion ensued on additional delays, the forklift rental, and extra costs due to their delay. Crowder moved to ratify the manual check. The motion passed.
- 7 9:20 AM Moser reviewed the resolutions. Crowder moved to approve Resolutions 2024-73 and 74. The motion passed.
- 8 Moser reviewed the tax cancellations, anniversary memo, credit application.
- 9 9:21 AM Crowder moved to approve the tax cancellation requests, memo for 2024 anniversaries, and credit application. The motion passed.
- 10 9:23 AM Moser reviewed the consent agenda included manual checks, alcohol licenses, salary forms, and minutes. Crowder moved to approve the consent agenda. The motion passed.
- 11 10:01 AM Moser reviewed the bid solicitation for the Exhibit Hall Electrical. Procurement Officer Shanda Crystal unsealed the bids and reviewed one bid received from Razor Electric, LLC in the amount of \$144,200. Crowder moved to accept the bid and take it under advisement. The motion passed.
- 12 10:03 AM Planning staff Hal Jensen and Tristan Bourquin and Public Works Director Kiel Burmester appeared. Crowder moved to enter into executive session under Idaho Code §74-206(1)(f) to communicate with legal counsel. The motion passed by roll call vote.
11:06 AM Crowder moved to exit executive session. The motion passed.

Action Item Summary

ACTION/DIRECTION	ASSIGNED TO
Approved canvass of November 2024 election.	Elections
Awarded exhibit hall ceiling bid to KJ Acoustics in the amount of \$16,185. Awarded exhibit hall fire protection bid to Legacy Fire in the amount of \$62,775.	Procurement/Buildings & Grounds/Parks & Rec
Approved lease agreements with Western States for a road grader, loader, and backhoe; and License Agreement.	Public Works/Auditing
Ratified manual check for Coast-to-Coast.	Parks & Rec/Auditing
Approved Resolutions 2024-73 Approving Change of Road Name; and 2024-74 Vacating Easement in the First Addition Space Acres Subdivision.	Clerk
Approved tax cancellation requests, memo for 2024 anniversaries, and credit application.	Resolution/Treasurer/Commission
Approved manual checks, alcohol licenses, salary forms, and minutes through consent.	Resolution/Auditing/Clerk
Accepted bid for review from Razor Electric for Exhibit Hall Electrical project.	Procurement
Approved entry/exit executive session – legal communication.	Clerk



MINUTES OF THE BOARD OF BANNOCK COUNTY COMMISSIONERS

Meeting Details

Date of Meeting:	Thursday, November 14, 2024
Commissioners present:	Ernie Moser and John Crowder
Clerk of the Board:	Nancy Allen for Jason C. Dixon
Absent Board Members:	Jeff Hough
Staff present:	Deputy Clerk Nancy Allen and Comptroller Kristi Klauser

Agenda Details

AGENDA	
1	<p>Claims Meeting and Work Session (action items)</p> <p>Claims Agenda:</p> <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 <p>Work Session Agenda:</p>
2	<ul style="list-style-type: none"> • Scott Crowther, Business Manager and Event Director, regarding signature on a contract with fee waiver for the Christmas in the Night Time Skies (requesting 5 minutes) (action item)
3	<ul style="list-style-type: none"> • Matt Olsen, Juvenile Justice, requesting to review and seeking potential signature on the department CFY Annual Report to the IDJC (requested 15 minutes) (action item)
4	<ul style="list-style-type: none"> • Anita Hymas, Assessor, seeking approval of and potential signature on a Memorandum of Agreement with the Idaho Department of State Parks and Recreation (requested 10 minutes) (action item)
5	<ul style="list-style-type: none"> • Kiel Burmester, Public Works Director, presenting a Public Works update
6	<ul style="list-style-type: none"> • Emma Iannacone, Public Information Officer, seeking signature on the EMAC reimbursement form for the North Carolina Hurricane Relief deployment (requested 5 minutes) (action item)
7	<ul style="list-style-type: none"> • Shanda Crystal, Chief Procurement Officer, requesting to discuss (1) a recommendation to award Exhibit Hall Electrical Invitation to Bid; (2) potential signature on a contract with Pro Builders, Inc. for the Tactical Training Center Project, and; (3) procurement update (requested 10 minutes) (action item)
8	<ul style="list-style-type: none"> • Kristi Davenport, Management Assistant, presenting offers from two citizens for property that was offered for sale at the Bannock County Sale of Real Property on October 29, 2024 (requested 5 minutes) (action item)
9	<ul style="list-style-type: none"> • Bid Opening for Invitations to Bid for Exhibit Hall Plumbing and Exhibit Hall HVAC (action item)

Meeting Notes

- 1 8:59 AM Moser called the meeting to order. Crowder moved to approve the Commissioner reports, invoices, and credit applications. The motion passed. Crowder moved to approve the payroll report. The motion passed. Crowder moved to approve the salary form. The motion passed.
- 2 9:02 AM Event Manager Chaney Colter and Vicki Jenkins appeared. Colter reviewed the fee waiver request for Toys for Tots drive. Crowder moved to approve the request. The motion passed.
- 3 9:04 AM Chief Probation Officer Todd Mauger also appeared. Olsen reviewed the requirement for annual reporting and the statistics contained in the report. Crowder moved to approve the report. The motion passed.
- 4 9:27 AM Lead Motor Vehicle Tech Kandice Grund also appeared. Hymas reviewed the MOU with the State of Idaho and that legal reviewed the agreement. The Parks & Rec tags include snowmobile, boat, off-road, and invasive species. Crowder moved to approve the memorandum. The motion passed.
- 5 9:32 AM Burmester gave updates on Public Works activities.
- 6 9:47 AM Iannacone reviewed the reimbursement request to the State for the deployment to North Carolina. Crowder moved to approve the reimbursement form. The motion passed.
- 7 9:50 AM Facilities Director Dan Kendall also appeared. Crystal recommended awarding the Exhibit Hall electrical bid to Razor Electric LLC for \$144,200. Crowder moved to approve the award. The motion passed.
9:52 AM Crystal reviewed the tactical training center bid award contract with Pro Builders for \$584,936. Crowder moved to approve awarding the contract for the tactical training to Pro Builders. The motion passed.
9:54 AM Crystal gave updates on procurement projects.
- 8 9:56 AM Davenport reviewed offers for property that did not sell at the auction. Cindy Stone offered \$50 for parcel RRPRPIN1006700 as it adjoins the back of her property. She has spoken with the Assessor regarding the offer and to combine the parcel.
9:57 AM Cindi Hysell has offered \$500 for parcel RPRPCPP114701 as it runs adjacent to the back of her property. Crowder moved to accept the offers of \$50 for parcel RRPRPIN1006700 and \$500 for parcel RPRPCPP114701. The motion passed.
- 9 10:00 AM Moser reviewed the bid solicitations for the Exhibit Hall Plumbing and HVAC projects. Procurement Officer Shanda Crystal unsealed the bids for the HVAC. Bids were received from:
ACCO Engineered Systems for \$233,409
Beck's Heating and Air Conditioning for \$283,700
Charron Air Conditioning for \$96,567
Crowder moved to accept the bids to take under advisement for further review. The motion passed.

10:04 AM Crystal unsealed the bids for the plumbing. Bids were received from:
DB Plumbing LLC for \$110,850
Portneuf Valley Plumbing LLC for \$81,700
Crowder moved to accept the bids and take under advisement. The motion passed.

Action Item Summary

ACTION/DIRECTION	ASSIGNED TO
Approved Commissioner reports, invoices, credit applications, payroll report, and salary forms.	Auditing/Resolution
Approved fee waiver for Christmas In the Night Time Skies.	Parks & Rec

Approved Annual Report to IDJC.	Juvenile
Approved MOU with Idaho Parks and Rec.	Assessor
Approved reimbursement request form to State for EMAC deployment.	PIO/OEM
Approved awarding the Exhibit Hall electrical bid to Razor Electric LLC for \$144,200 and contract for the tactical training center bid award with Pro Builders for \$584,936.	Procurement/Facilities
Accepted offers of \$50 for parcel RRPRPIN1006700 and \$500 for parcel RPRPCPP114701	Commission/Assessor
Accepted bids for review from ACCO Engineered Systems, Beck's Heating and Air Conditioning, and Charron Air Conditioning for Exhibit Hall HVAC; and from DB Plumbing LLC and Portneuf Valley Plumbing for Exhibit Hall plumbing.	Procurement/Facilities



MINUTES OF THE BOARD OF BANNOCK COUNTY COMMISSIONERS

Meeting Details

Date of Meeting:	Tuesday, November 19, 2024
Commissioners present:	Ernie Moser and John Crowder
Clerk of the Board:	Nancy Allen for Jason C. Dixon
Absent Board Members:	Jeff Hough
Staff present:	Deputy Clerk Nancy Allen and Comptroller Kristi Klauser

Agenda Details

AGENDA	
1	Regular Business Meeting (action items) BOARD OF COMMISSIONERS MEETING CALL TO ORDER, AGENDA CHANGES & AGENDA APPROVAL (action item)
2	<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)
3	BOARD OF AMBULANCE DISTRICT <ul style="list-style-type: none"> Ryan O'Hearn, Pocatello Fire Chief, seeking approval and potential signature on for Capital Purchase from Zoll for Ventilators (requested 10 minutes) (action item)
4	BOARD OF COMMISSIONERS <ul style="list-style-type: none"> Tony Manu, Sheriff, requesting signature on Purchase and Sale Agreement for sale of K9 to handler (requested 5 minutes) (action item)
5	<ul style="list-style-type: none"> Kiel Burmester, Public Works Director, requesting to discuss electrical issues with road chipper; this would cost \$80,000 to \$90,000 to replace. Timeline for replacement parts is unknown. Single source for repairs with lead time of up to a year. Request is to purchase a new road chipper. (requested 5 minutes) (action item)
6	<ul style="list-style-type: none"> Alisse Foster, Subdivision Planner, seeking approval and potential signature on Agreement of Cooperative Action Inspection of Building Activities within the City of McCammon (requested 5 minutes) (action item)
7	<ul style="list-style-type: none"> Shanda Crystal, Chief Procurement Officer, request to discuss 1) recommendation to award the Exhibit Hall Plumbing Invitation to Bid, 2) recommendation to award the Exhibit Hall HVAC Invitation to Bid, 3) potential signature on contract with Headwaters Construction, and 4) request to waive Planning & Development fees for County construction projects (requested 10 minutes) (action item)
8	CONSENT AGENDA (action items): <ul style="list-style-type: none"> Manual Checks Alcohol Licenses and Catering Permits Certificate of Residency Approval Salary Rate Approval Forms/Notice of Separation with Potential Executive Session under Idaho Code §74-206(1)(a)&(b) regarding personnel with potential action following adjournment of Executive Session Technology Forms Minutes:

Meeting Notes

- 1 9:01 AM Moser called the meeting to order.
- 2 9:01 AM Crowder moved to approve the release of lien. The motion passed.
- 3 9:02 AM Crowder moved to enter into the Ambulance District. The motion passed. O'Hearn reviewed the request to purchase three ventilators. The AFG Grant was denied, so now he is requesting to move forward with the budgeted capital purchase. Discussion ensued on costs. Crowder moved to approve the expenditure. The motion passed. Moser moved to exit the Board of Ambulance. The motion passed.
- 4 9:20 AM Klauser explained that two canines were recently received to replace one that passed away and one that is retiring. The request is to allow the handler to purchase the retiring canine for \$1 to remain with its family. Crowder moved to approve the request. The motion passed.
- 5 9:07 AM Burmester reviewed the chipper electrical repair will be at least a year and requested to purchase a new road chipper. Crowder moved to approve the purchase. The motion passed.
- 6 9:11 AM Foster reviewed the McCammon agreement to complete plan reviews and building inspections. Crowder moved to approve the agreement. The motion passed.
- 7 9:14 AM Facilities Director Dan Kendall also appeared. Crystal recommended awarding Exhibit Hall plumbing bid to Portneuf Valley Plumbing for \$81,700. Crowder moved to award the bid as requested. The motion passed.
9:15 AM Crystal recommended awarding the HVAC bid to Charron Air Conditioning with the amount to be determined. Crowder moved to award the bid. The motion passed.
9:18 AM Subdivision Planner Alisse Foster appeared. Crystal requested to waive Planning and Development fees for County projects that will run through County Planning. Crowder moved to approve waiving Planning fees for County construction projects. The motion passed.
- 8 9:23 AM Moser reviewed an invoice for the Fair building. Crowder moved to approve the invoice. The motion passed. Crowder moved to approve the salary forms. The motion passed.

Action Item Summary

ACTION/DIRECTION	ASSIGNED TO
Approved release of lien.	Indigent
Approved entry/exit Board of Ambulance and ventilator purchase.	Ambulance
Approved sale agreement for K9.	Sheriff
Approved road chipper purchase.	Public Works
Approved Agreement of Cooperative Action Inspection of Building Activities with McCammon.	Planning
Awarded Exhibit Hall plumbing bid to Portneuf Valley Plumbing and HVAC bid to Charron Air Conditioning.	Procurement/Facilities
Approved waiving Planning fees for County projects.	Planning/Facilities
Approved invoice and salary forms.	Auditing/Resolution

BANNOCK COUNTY STORMWATER MANAGEMENT ORDINANCE NO. _____
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100 - BASIC PROVISIONS**101 - TITLE:**

This ordinance shall be known as the STORMWATER MANAGEMENT ORDINANCE of Bannock County, Idaho.

102 - PURPOSE:

The purpose of this ordinance is to:

A. Provide for the health, safety, and welfare of the citizens within the unincorporated area of Bannock County which lies within the Municipal Separate Storm Sewer System (MS4) overlay area, by establishing minimum stormwater management requirements consistent with local, federal and state law and the requirements of the county's national pollutant discharge elimination system (NPDES) permit.

B. Protect and enhance the water quality of our watercourses, water bodies, groundwater and wetlands in a manner pursuant to and consistent with the federal clean water act.

C. Encourage the recharge of groundwater, where appropriate, and prevent the degradation of groundwater quality.

103 - APPLICABILITY:

This ordinance is applicable to all land development, including, but not limited to, applications for grading and building permits, site plan applications, and land division applications, unless exempt. These provisions apply to any new development or redevelopment site within the unincorporated area of Bannock County which lies within the (MS4) overlay area.

104 - SEVERABILITY:

The provisions of this ordinance are hereby declared to be severable. If any provision, clause, sentence, or paragraph of this ordinance or the application thereof to any person, establishment, or circumstances shall be held invalid, such invalidity shall not affect the other provisions or application of this ordinance.

105 - DISCLAIMER OF LIABILITY:

The degree of protection required by this ordinance is considered reasonable for regulatory purposes and is based on scientific, engineering, and other relevant technical

considerations. The standards set forth herein are minimum standards and this ordinance does not imply that compliance will ensure against all unauthorized discharges of pollutants. This ordinance shall not create liability on the part of the county, any agent or employee thereof for any damages that result from reliance on this ordinance or any administrative decision lawfully made thereunder, except as otherwise provided and limited pursuant to the Idaho tort claims act.

200 - DEFINITIONS:

APPLICANT: A person, party, firm, corporation, owner, or other legal entity that proposes a development, construction or use on a site.

BEST MANAGEMENT PRACTICES OR BMPs: The schedules of activities, prohibitions of practices, maintenance procedures, and structural and/or managerial practices that, when used singly or in combination, prevent or reduce the release of pollutants and other adverse impacts to receiving waters.

BUILDING: Any structure built for the support, shelter or enclosure of persons, animals, uses or property of any kind.

CWA: The federal clean water act, Pub. L. 92-500, as amended in Pub. L. 95-217, Pub. L. 95-576, Pub. L. 96-483, and Pub. L. 97-117, 33 USC 1251 et seq.

CHANNEL: An open conduit, either naturally or artificially created, which periodically or continuously contains moving water, or which forms a connecting link between two (2) bodies of water.

CONSTRUCTION: Clearing, grading and/or excavation or the assembly, placement, or installation of structures, roadways, transmission lines, and other improvements within a project site.

DESIGN STORM: A prescribed hyetograph or precipitation distribution, and the total precipitation amount for a specific duration recurrence frequency to be used in design calculations.

DETENTION: The release of stormwater runoff from the site at a slower rate than it is collected by the stormwater facility system, the difference being held in temporary storage with the goals of controlling peak discharge rates and providing gravity settling of pollutants.

DEVELOPMENT: New development, redevelopment, or both. See definitions of New Development and Redevelopment.

DISCHARGE: Any spilling, leaking, pumping, pouring, emptying, dumping, disposing or other addition of pollutants to UIC wells, waters of the state or county stormwater facilities.

DRAINAGEWAY: An open linear depression, whether constructed or natural, which functions for the collection and drainage of surface water. It may be permanently or temporarily inundated and may or may not contain aquatic vegetation or aquatic life.

EASEMENT: A grant by a property owner to specific persons or to the public to use land for a specific purpose or purposes.

GRADING: Any excavation, filling, or combination thereof.

IMPERVIOUS SURFACE: A surface that has been covered with a layer of material so that it is highly resistant to infiltration by water. It includes most conventionally surfaced streets, roofs, sidewalks, driveways, parking lots, patios and other similar structures.

INFILTRATION: The downward movement of water from the land surface to the subsoil.

LAND DISTURBING ACTIVITY: Any activity that results in movement of earth, or a change in the existing soil cover (both vegetative and nonvegetative) and/or the existing soil topography. Land disturbing activities include, but are not limited to, clearing, grading, filling, and excavation. Compaction associated with stabilization of structures and road construction shall also be considered a land disturbing activity. Vegetation maintenance practices are not considered land disturbing activity.

MAINTENANCE: Any activity that is necessary to keep a stormwater facility in good working order so as to function as designed. Maintenance shall include complete reconstruction of a stormwater facility if reconstruction is needed in order to restore the facility to its original operational design parameters. Maintenance shall also include the correction of any problem on the site property that may directly impair the functions of the stormwater facility.

MAINTENANCE AGREEMENT: A legally recorded document that acts as a property deed restriction, and which provides for long term maintenance of stormwater management practices.

NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM OR NPDES: The national program for issuing, modifying, revoking, and reissuing, terminating, monitoring and enforcing permits, and imposing and enforcing pretreatment requirements, under sections 307, 402, 318, and 405 of the federal clean water act, for the discharge of pollutants to surface waters of the state from point sources. These permits are referred to as NPDES permits and, in the state of Idaho, are administered by the U.S. environmental protection agency.

NEW DEVELOPMENT: Land disturbing activities, including construction or installation of a building or other structure; creation of impervious surfaces; and subdivision, short subdivision and binding site plans.

OWNER(S) OR PROPERTY OWNER(S): The legal owner or owners of the property. As used herein, owner also refers to, in the appropriate context: a) any other person authorized to act as the agent for the owner; b) any person who submits a stormwater management concept or design plan for approval or requests issuance of a permit, when required, authorizing land development to commence; and c) any person responsible for complying with an approved stormwater site plan.

PERMANENT STORMWATER BMP: A stormwater best management practice (BMP) that will be operational after the construction phase of a project and that is designed to become a permanent part of the site for the purposes of managing stormwater runoff.

PERSON: Any individual, party, association, organization, partnership, firm, corporation or other entity recognized by law and acting as either the owner or as the owner's agent. The singular shall include the plural.

POLLUTANT: Dredged spoil, solid waste, incinerator residue, filter backwash, sewage, garbage, domestic sewage sludge (biosolids), munitions, chemical wastes, biological materials, radioactive materials, heat, wrecked or discarded equipment, rock, sand, cellar dirt, and industrial, municipal, and agricultural waste. This term does not include sewage from vessels within the meaning of section 312 of the CWA, nor does it include dredged or fill material discharged in accordance with a permit issued under section 404 of the CWA.

PROJECT SITE: That portion of a property, properties, or right of way subject to land disturbing activities, and new or replaced impervious surfaces.

PUBLIC: Any real property, or interest therein, belonging to Bannock County, or a trust or authority of which Bannock County is a beneficiary. Public development shall also include private development whenever all or a portion thereof will eventually be dedicated or provided for ownership, operation and/or maintenance to Bannock County, or a public trust or authority of which Bannock County is a beneficiary.

PLANNING DIRECTOR: The duly appointed director of the Planning and Development office or his or her designee.

RECEIVING WATER: The body of water or conveyance into which stormwater runoff is discharged.

REDEVELOPMENT: Means, on a site that is already substantially developed, the replacement or improvement of impervious surfaces, including buildings and other structures, and replacement or improvement of impervious parking and road surfaces that is not part of a routine maintenance activity. Any new impervious surfaces created by a redevelopment project are subject to the requirements for new development.

RESPONSIBLE PARTY: Any individual, partnership, copartnership, firm, company, corporation, association, joint stock company, trust, estate, governmental entity, or any other legal entity, or their legal representatives, agents, or assigns that are named on a stormwater maintenance agreement as responsible for long term operation and maintenance of one or more stormwater BMPs.

RETENTION: The process of collecting and holding surface and storm water runoff with no surface outflow.

SOURCE CONTROL BMPs: Physical, structural or mechanical devices or facilities that are intended to prevent pollutants from entering stormwater.

STORMWATER: Runoff during and following precipitation and snowmelt events, including surface runoff, drainage and interflow.

STORMWATER CONTROL FACILITIES: Any facility, improvement, development, property or interest therein, made, constructed or acquired for the purpose of controlling, or protecting life or property from, any storm, waste, flood or surplus waters wherever located within the county.

STREAM: An area where surface waters flow sufficiently to produce a defined channel or bed. A defined channel or bed is an area that demonstrates clear evidence of the passage of water including, but not limited to, hydraulically sorted sediments, or the removal of vegetative litter or loosely rooted vegetation by the action of moving water. The channel or bed need not contain water year round. This definition is not meant to include irrigation ditches, canals, stormwater runoff devices or other entirely artificial drainageways, unless they are used to convey streams naturally occurring prior to construction.

STRUCTURE: Anything constructed or erected, even partially, including buildings, which requires location on the ground or attached to something having a location on the ground.

UNDERGROUND INJECTION CONTROL OR UIC OR UIC WELL: A manmade subsurface fluid distribution system designed to discharge fluids into the ground and consists of an assemblage of perforated pipes, drain tiles, or other similar mechanisms, or a dug hole that is deeper than the largest surface dimension. A public UIC is one owned, operated, and maintained by the county and includes the collection system of catch basins, pipes, ditches, or other public infrastructure that collects and conveys stormwater to the UIC.

UPLAND FLOW: Runoff from lands upslope of a project site.

WATERS OF THE STATE: Includes those waters defined as "waters of the United States" in 40 CFR 122.2 within the geographic boundaries of the state of Idaho and "waters of the state" as defined by section 39-103, Idaho Code, which is all accumulations of water, surface and underground, natural and artificial, public and private or parts thereof, which are wholly or partially within, flow through, or border upon this state except for private waters as defined in section 42-212, Idaho Code.

WETLAND(S): That area inundated or saturated by surface water or groundwater at a frequency and duration sufficient to support, and under normal circumstances does support, a prevalence of vegetation typically adapted for life in saturated soil conditions. Wetlands do not include those artificial wetlands intentionally created from nonwetland sites unless those artificial wetlands are to mitigate conversion of wetlands, if permitted by the count.

300 - GENERAL REGULATIONS

301 - STORMWATER MANUAL:

Stormwater management practices shall be designed, constructed, and maintained in accordance with the design and sizing criteria in the "Portneuf Valley Stormwater Design Manual" (PVSDM), as adopted by the City of Pocatello, and as may be amended from time to time. Where referenced by this ordinance, the most current adopted version of the PVSDM is to be used.

302 - REGULATORY CONSISTENCY:

This ordinance shall be construed to assure consistency with the requirements of the federal clean water act and acts amendatory thereof or supplementary thereto, applicable implementing regulations, and the municipal NPDES permit and any amendments, revisions or reissuance thereof. No permit or approval issued pursuant to this ordinance shall relieve a person of the responsibility to secure permits and approvals required for activities regulated by any other applicable rule, code, act, permit or ordinance.

303 - DRAINAGE EASEMENTS:

Drainage easements shall be required where a development or redevelopment is traversed by a drainageway, channel or stream. The following conditions shall apply to all easements:

- A. A stormwater easement or drainage right of way shall conform substantially with the lines of the drainageway, channel or stream.
- B. Measures shall be taken to prevent down gradient impacts as a result of new development or redevelopment where no conveyance system exists at the adjacent down gradient property line or stream, and the discharge was previously unconcentrated flow or significantly lower concentrated flow.
- C. Easements may not be obstructed by structures, including fences, or filled.
- D. Easements shall be of a width for construction, or maintenance, or both, as will be adequate for the purpose. Width must be able to convey the 100-year, 24-hour storm and shall be no less than twenty feet (20') wide. Parallel streets or parkways may be required in connection therewith.
- E. The costs of repairs, maintenance, removing structures or other drainage impediments shall be the responsibility of the grantor. Should the grantor neglect to do so, easement terms must allow for Bannock County to perform maintenance and repairs on said stormwater management facility(ies). For the purpose of inspection, maintenance and repair, the easement must ensure access from public right of way to stormwater facilities and drainageways.
- F. Easements shall be approved by Bannock County prior to approval of a final plat or issuance of a certificate of occupancy and shall be recorded with Bannock County and on all property deeds.
- G. A deed of easement shall be recorded, or shown on a recorded subdivision plat, prior to the stormwater certificate of completion.

304 - INSPECTIONS:

A. The property owner shall notify Bannock County when construction has started. Regular inspections of the stormwater management system construction shall be conducted by planning director or her/his designee. All inspections shall be documented. If any violations are found, the property owner shall be notified in writing of the nature of the violation and the required corrective actions. No added work shall proceed until any violations are corrected and all work previously completed has received approval by the planning director.

305 - OPERATIONS AND MAINTENANCE (O&M):

A. **Responsible Party:** Owners are responsible for the operation and maintenance of stormwater facilities on their property.

B. **Requirement For O&M Agreement:** If a project requiring a stormwater site plan requires structural or nonstructural measures, the owner shall execute an O&M agreement prior to the county granting final approval of any development plan or other development for which a permit is required under this title. The stormwater O&M agreement shall be recorded in the office of the Bannock County clerk and shall run with the land.

C. **Required Elements for Stormwater O&M Agreement:** The O&M agreement shall be in a form approved by the county, and shall, at a minimum require the owner of the property, including successor owners, to maintain the stormwater system on the property so that the system continues to function as planned. It shall include a county approved O&M plan detailing inspection, maintenance and reporting responsibilities.

D. **Maintenance Responsibility:** In accordance with the county approved O&M plan, property owners shall maintain in good condition and promptly repair and restore all structural and nonstructural stormwater BMPs, and all necessary access routes and appurtenances (e.g., graded surfaces, walls, drains, check dams and structures, UICs, catch basins, pipes, vegetation adjacent to the inlets and within the facility, erosion and sedimentation controls, and other protective devices).

E. **Maintenance Records Required:** The owner or other responsible party shall make at least annual inspections of the facilities and maintain records of such inspections. Most O&M plans will require more frequent inspections. Stormwater BMP inspection, maintenance and repair records shall be retained by the owner or their designee for a period of five (5) years, and shall be made available to the county upon request.

F. **Maintenance Inspection by the County:** The county shall retain the right to conduct periodic inspections for all stormwater BMPs, which shall be documented in writing. The inspection shall document any maintenance and repair needs, and any discrepancies from the stormwater system maintenance agreement.

G. **Failure to Provide Adequate Maintenance:** If the property owner, operator, or successor, fails or refuses to meet the maintenance requirements specified in the O&M

plan, the planning director may issue a correction notice and with a minimum of thirty (30) days written notice, complete the necessary maintenance at the owner's/operator's expense. In the event that the violation constitutes an immediate danger to public health or public safety, twenty-four (24) hour notice shall be sufficient.

400 - ADMINISTRATION AND ENFORCEMENT

401 - ADMINISTRATIVE ENFORCEMENT:

A. Correction Notice: When the county determines that an activity is not being carried out in accordance with the requirements of this ordinance, the planning director shall issue a written correction notice to the owner of the property. The correction notice shall contain a description of the remedial measures necessary to bring the development activity into compliance with this ordinance and a time schedule for the completion of such remedial action;

B. Stop Work Order: Persons receiving a correction notice may be required to halt all construction activities. This "stop work order" will be in effect until the planning director confirms that the development activity complies with ordinance and the violation has been satisfactorily addressed. Failure to address a "stop work order" in a timely manner can result in civil, criminal, or monetary penalties in accordance with the enforcement measures authorized in this ordinance.

402 - VIOLATIONS CONSTITUTE MISDEMEANORS:

The violation of any provision or failure to comply with any requirement of this ordinance shall constitute a misdemeanor and may be punishable by a fine up to one thousand dollars (\$1,000.00), imprisonment in the county jail up to six (6) months, or both. Each day on which a violation occurs may constitute a separate criminal offense.

403 - VIOLATIONS DEEMED A PUBLIC NUISANCE:

A. In addition to the criminal penalties provided in section 402 of this ordinance, any condition caused or permitted to exist in violation of this ordinance shall be considered a threat to the public health, safety, welfare, and environment, and may be declared and deemed a nuisance by the county.

B. Any condition deemed a nuisance by the county or other authorized enforcement agent may be summarily abated and/or restored by the county or its contractor. The cost of abatement and/or restoration shall be borne by the owner of the property and/or the permit holder for the work done on the property, which liability shall be joint and several. Whereupon the county is authorized, pursuant to Idaho Code 50-334, to lien the subject property and/or pursue a civil action in district court to recover the costs incurred by the county to abate the nuisance and/or enjoin or otherwise compel the cessation of such nuisance.

404 - NONEXCLUSIVE REMEDIES:

All remedies and penalties under this ordinance are in addition to, and do not supersede or limit, any and all other remedies and penalties, both civil and criminal. The remedies and penalties provided for herein shall be cumulative and not exclusive.



COUNTY ORDINANCE 2024-03
Bannock County, Idaho
Stormwater Management Ordinance

AN ORDINANCE ESTABLISHING MINIMUM STORMWATER MANAGEMENT REQUIREMENTS IN THE UNINCORPORATED AREA OF BANNOCK COUNTY WITHIN THE MS4 OVERLAY AREA TO PROTECT AND ENHANCE WATER QUALITY AND ENCOURAGE GROUNDWATER RECHARGE

BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF BANNOCK COUNTY, IDAHO, AS FOLLOWS:

SECTION 1:

100 – BASIC PROVISIONS

101 - TITLE:

This ordinance shall be known as the STORMWATER MANAGEMENT ORDINANCE of Bannock County, Idaho.

102 - PURPOSE:

The purpose of this ordinance is to:

A. Provide for the health, safety, and welfare of the citizens within the unincorporated area of Bannock County which lies within the Municipal Separate Storm Sewer System (MS4) overlay area, by establishing minimum stormwater management requirements consistent with local, federal and state law and the requirements of the county's national pollutant discharge elimination system (NPDES) permit.

B. Protect and enhance the water quality of our watercourses, water bodies, groundwater and wetlands in a manner pursuant to and consistent with the federal clean water act.

C. Encourage the recharge of groundwater, where appropriate, and prevent the degradation of groundwater quality.

103 - APPLICABILITY:

This ordinance is applicable to all land development, including, but not limited to, applications for grading and building permits, site plan applications, and land division applications, unless exempt. These provisions apply to any new development or redevelopment site within the unincorporated area of Bannock County which lies within the (MS4) overlay area.

104 - SEVERABILITY:

The provisions of this ordinance are hereby declared to be severable. If any provision, clause, sentence, or paragraph of this ordinance or the application thereof to any person, establishment, or circumstances shall be held invalid, such invalidity shall not affect the other provisions or application of this ordinance.

105 - DISCLAIMER OF LIABILITY:

The degree of protection required by this ordinance is considered reasonable for regulatory purposes and is based on scientific, engineering, and other relevant technical considerations. The standards set forth herein are minimum standards and this ordinance does not imply that compliance will ensure against all unauthorized discharges of pollutants. This ordinance shall not create liability on the part of the county, any agent or employee thereof for any damages that result from reliance on this ordinance or any administrative decision lawfully made thereunder, except as otherwise provided and limited pursuant to the Idaho tort claims act.

200 - DEFINITIONS:

APPLICANT: A person, party, firm, corporation, owner, or other legal entity that proposes a development, construction or use on a site.

BEST MANAGEMENT PRACTICES OR BMPs: The schedules of activities, prohibitions of practices, maintenance procedures, and structural and/or managerial practices that, when used singly or in combination, prevent or reduce the release of pollutants and other adverse impacts to receiving waters.

BUILDING: Any structure built for the support, shelter or enclosure of persons, animals, uses or property of any kind.

CWA: The federal clean water act, Pub. L. 92-500, as amended in Pub. L. 95-217, Pub. L. 95-576, Pub. L. 96-483, and Pub. L. 97-117, 33 USC 1251 et seq.

CHANNEL: An open conduit, either naturally or artificially created, which periodically or continuously contains moving water, or which forms a connecting link between two (2) bodies of water.

CONSTRUCTION: Clearing, grading and/or excavation or the assembly, placement, or installation of structures, roadways, transmission lines, and other improvements within a project site.

DESIGN STORM: A prescribed hyetograph or precipitation distribution, and the total precipitation amount for a specific duration recurrence frequency to be used in design calculations.

DETENTION: The release of stormwater runoff from the site at a slower rate than it is collected by the stormwater facility system, the difference being held in temporary storage with the goals of controlling peak discharge rates and providing gravity settling of pollutants.

DEVELOPMENT: New development, redevelopment, or both. See definitions of New Development and Redevelopment.

DISCHARGE: Any spilling, leaking, pumping, pouring, emptying, dumping, disposing or other addition of pollutants to UIC wells, waters of the state or county stormwater facilities.

DRAINAGEWAY: An open linear depression, whether constructed or natural, which functions for the collection and drainage of surface water. It may be permanently or temporarily inundated and may or may not contain aquatic vegetation or aquatic life.

EASEMENT: A grant by a property owner to specific persons or to the public to use land for a specific purpose or purposes.

GRADING: Any excavation, filling, or combination thereof.

IMPERVIOUS SURFACE: A surface that has been covered with a layer of material so that it is highly resistant to infiltration by water. It includes most conventionally surfaced streets, roofs, sidewalks, driveways, parking lots, patios and other similar structures.

INFILTRATION: The downward movement of water from the land surface to the subsoil.

LAND DISTURBING ACTIVITY: Any activity that results in movement of earth, or a change in the existing soil cover (both vegetative and nonvegetative) and/or the existing soil topography. Land disturbing activities include, but are not limited to, clearing, grading, filling, and excavation. Compaction associated with stabilization of structures and road construction shall also be considered a land disturbing activity. Vegetation maintenance practices are not considered land disturbing activity.

MAINTENANCE: Any activity that is necessary to keep a stormwater facility in good working order so as to function as designed. Maintenance shall include complete reconstruction of a stormwater facility if reconstruction is needed in order to restore the facility to its original operational design parameters. Maintenance shall also include the correction of any problem on the site property that may directly impair the functions of the stormwater facility.

MAINTENANCE AGREEMENT: A legally recorded document that acts as a property deed restriction, and which provides for long term maintenance of stormwater management practices.

NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM OR NPDES: The national program for issuing, modifying, revoking, and reissuing, terminating, monitoring and enforcing permits, and imposing and enforcing pretreatment requirements, under sections 307, 402, 318, and 405 of the federal clean water act, for the discharge of pollutants to surface waters of the state from point sources. These permits are referred to as NPDES permits and, in the state of Idaho, are administered by the U.S. environmental protection agency.

NEW DEVELOPMENT: Land disturbing activities, including construction or installation of a building or other structure; creation of impervious surfaces; and subdivision, short subdivision and binding site plans.

OWNER(S) OR PROPERTY OWNER(S): The legal owner or owners of the property. As used herein, owner also refers to, in the appropriate context: a) any other person authorized to act as the agent for the owner; b) any person who submits a stormwater management concept or design plan for approval or requests issuance of a permit, when required, authorizing land development to commence; and c) any person responsible for complying with an approved stormwater site plan.

PERMANENT STORMWATER BMP: A stormwater best management practice (BMP) that will be operational after the construction phase of a project and that is designed to become a permanent part of the site for the purposes of managing stormwater runoff.

PERSON: Any individual, party, association, organization, partnership, firm, corporation or other entity recognized by law and acting as either the owner or as the owner's agent. The singular shall include the plural.

POLLUTANT: Dredged spoil, solid waste, incinerator residue, filter backwash, sewage, garbage, domestic sewage sludge (biosolids), munitions, chemical wastes, biological materials, radioactive materials, heat, wrecked or discarded equipment, rock, sand, cellar dirt, and industrial, municipal, and agricultural waste. This term does not include sewage from vessels within the meaning of section 312 of the CWA, nor does it include dredged or fill material discharged in accordance with a permit issued under section 404 of the CWA.

PROJECT SITE: That portion of a property, properties, or right of way subject to land disturbing activities, and new or replaced impervious surfaces.

PUBLIC: Any real property, or interest therein, belonging to Bannock County, or a trust or authority of which Bannock County is a beneficiary. Public development shall also include private development whenever all or a portion thereof will eventually be dedicated or provided for ownership, operation and/or maintenance to Bannock County, or a public trust or authority of which Bannock County is a beneficiary.

PLANNING DIRECTOR: The duly appointed director of the Planning and Development office or his or her designee.

RECEIVING WATER: The body of water or conveyance into which stormwater runoff is discharged.

REDEVELOPMENT: Means, on a site that is already substantially developed, the replacement or improvement of impervious surfaces, including buildings and other structures, and replacement or improvement of impervious parking and road surfaces that is not part of a routine maintenance activity. Any new impervious surfaces created by a redevelopment project are subject to the requirements for new development.

RESPONSIBLE PARTY: Any individual, partnership, co-partnership, firm, company, corporation, association, joint stock company, trust, estate, governmental entity, or any other legal entity, or their legal representatives, agents, or assigns that are named on a stormwater maintenance agreement as responsible for long term operation and maintenance of one or more stormwater BMPs.

RETENTION: The process of collecting and holding surface and storm water runoff with no surface outflow.

SOURCE CONTROL BMPs: Physical, structural or mechanical devices or facilities that are intended to prevent pollutants from entering stormwater.

STORMWATER: Runoff during and following precipitation and snowmelt events, including surface runoff, drainage and interflow.

STORMWATER CONTROL FACILITIES: Any facility, improvement, development, property or interest therein, made, constructed or acquired for the purpose of controlling, or protecting life or property from, any storm, waste, flood or surplus waters wherever located within the county.

STREAM: An area where surface waters flow sufficiently to produce a defined channel or bed. A defined channel or bed is an area that demonstrates clear evidence of the passage of water including, but not limited to, hydraulically sorted sediments, or the removal of vegetative litter or loosely rooted vegetation by the action of moving water. The channel or bed need not contain water year round. This definition is not meant to include irrigation ditches, canals, stormwater runoff devices or other entirely artificial drainageways, unless they are used to convey streams naturally occurring prior to construction.

STRUCTURE: Anything constructed or erected, even partially, including buildings, which requires location on the ground or attached to something having a location on the ground.

UNDERGROUND INJECTION CONTROL OR UIC OR UIC WELL: A manmade subsurface fluid distribution system designed to discharge fluids into the ground and consists of an assemblage of perforated pipes, drain tiles, or other similar mechanisms, or a dug hole that is deeper than the largest surface dimension. A public UIC is one owned, operated, and maintained by the county and includes the collection system of catch basins, pipes, ditches, or other public infrastructure that collects and conveys stormwater to the UIC.

UPLAND FLOW: Runoff from lands upslope of a project site.

WATERS OF THE STATE: Includes those waters defined as "waters of the United States" in 40 CFR 122.2 within the geographic boundaries of the state of Idaho and "waters of the state" as defined by section 39-103, Idaho Code, which is all accumulations of water, surface and underground, natural and artificial, public and private or parts thereof, which are wholly or

partially within, flow through, or border upon this state except for private waters as defined in section 42-212, Idaho Code.

WETLAND(S): That area inundated or saturated by surface water or groundwater at a frequency and duration sufficient to support, and under normal circumstances does support, a prevalence of vegetation typically adapted for life in saturated soil conditions. Wetlands do not include those artificial wetlands intentionally created from non-wetland sites unless those artificial wetlands are to mitigate conversion of wetlands, if permitted by the count.

300 – GENERAL REGULATIONS

301 - STORMWATER MANUAL:

Stormwater management practices shall be designed, constructed, and maintained in accordance with the design and sizing criteria in the "Portneuf Valley Stormwater Design Manual" (PVSDM), as adopted by the City of Pocatello, and as may be amended from time to time. Where referenced by this ordinance, the most current adopted version of the PVSDM is to be used.

302 - REGULATORY CONSISTENCY:

This ordinance shall be construed to assure consistency with the requirements of the federal clean water act and acts amendatory thereof or supplementary thereto, applicable implementing regulations, and the municipal NPDES permit and any amendments, revisions or reissuance thereof. No permit or approval issued pursuant to this ordinance shall relieve a person of the responsibility to secure permits and approvals required for activities regulated by any other applicable rule, code, act, permit or ordinance.

303 – DRAINAGE EASEMENTS:

Drainage easements shall be required where a development or redevelopment is traversed by a drainageway, channel or stream. The following conditions shall apply to all easements:

- A. A stormwater easement or drainage right of way shall conform substantially with the lines of the drainageway, channel or stream.
- B. Measures shall be taken to prevent down gradient impacts as a result of new development or redevelopment where no conveyance system exists at the adjacent down gradient property line or stream, and the discharge was previously unconcentrated flow or significantly lower concentrated flow.
- C. Easements may not be obstructed by structures, including fences, or filled.
- D. Easements shall be of a width for construction, or maintenance, or both, as will be adequate for the purpose. Width must be able to convey the 100-year, 24-hour storm and shall be no less than twenty feet (20') wide. Parallel streets or parkways may be required in connection therewith.
- E. The costs of repairs, maintenance, removing structures or other drainage impediments shall be the responsibility of the grantor. Should the grantor neglect to do so, easement terms must

allow for Bannock County to perform maintenance and repairs on said stormwater management facility(ies). For the purpose of inspection, maintenance and repair, the easement must ensure access from public right of way to stormwater facilities and drainageways.

F. Easements shall be approved by Bannock County prior to approval of a final plat or issuance of a certificate of occupancy and shall be recorded with Bannock County and on all property deeds.

G. A deed of easement shall be recorded, or shown on a recorded subdivision plat, prior to the stormwater certificate of completion.

304 - INSPECTIONS:

A. The property owner shall notify Bannock County when construction has started. Regular inspections of the stormwater management system construction shall be conducted by planning director or her/his designee. All inspections shall be documented. If any violations are found, the property owner shall be notified in writing of the nature of the violation and the required corrective actions. No added work shall proceed until any violations are corrected and all work previously completed has received approval by the planning director.

305 - OPERATIONS AND MAINTENANCE (O&M):

A. Responsible Party: Owners are responsible for the operation and maintenance of stormwater facilities on their property.

B. Requirement For O&M Agreement: If a project requiring a stormwater site plan requires structural or nonstructural measures, the owner shall execute an O&M agreement prior to the county granting final approval of any development plan or other development for which a permit is required under this title. The stormwater O&M agreement shall be recorded in the office of the Bannock County clerk and shall run with the land.

C. Required Elements for Stormwater O&M Agreement: The O&M agreement shall be in a form approved by the county, and shall, at a minimum require the owner of the property, including successor owners, to maintain the stormwater system on the property so that the system continues to function as planned. It shall include a county approved O&M plan detailing inspection, maintenance and reporting responsibilities.

D. Maintenance Responsibility: In accordance with the county approved O&M plan, property owners shall maintain in good condition and promptly repair and restore all structural and nonstructural stormwater BMPs, and all necessary access routes and appurtenances (e.g., graded surfaces, walls, drains, check dams and structures, UICs, catch basins, pipes, vegetation adjacent to the inlets and within the facility, erosion and sedimentation controls, and other protective devices).

E. Maintenance Records Required: The owner or other responsible party shall make at least annual inspections of the facilities and maintain records of such inspections. Most O&M plans will require more frequent inspections. Stormwater BMP inspection, maintenance and repair

records shall be retained by the owner or their designee for a period of five (5) years, and shall be made available to the county upon request.

F. **Maintenance Inspection by the County:** The county shall retain the right to conduct periodic inspections for all stormwater BMPs, which shall be documented in writing. The inspection shall document any maintenance and repair needs, and any discrepancies from the stormwater system maintenance agreement.

G. **Failure to Provide Adequate Maintenance:** If the property owner, operator, or successor, fails or refuses to meet the maintenance requirements specified in the O&M plan, the planning director may issue a correction notice and with a minimum of thirty (30) days written notice, complete the necessary maintenance at the owner's/operator's expense. In the event that the violation constitutes an immediate danger to public health or public safety, twenty-four (24) hour notice shall be sufficient.

400 – ADMINISTRATION AND ENFORCEMENT

401 - ADMINISTRATIVE ENFORCEMENT:

A. **Correction Notice:** When the county determines that an activity is not being carried out in accordance with the requirements of this ordinance, the planning director shall issue a written correction notice to the owner of the property. The correction notice shall contain a description of the remedial measures necessary to bring the development activity into compliance with this ordinance and a time schedule for the completion of such remedial action;

B. **Stop Work Order:** Persons receiving a correction notice may be required to halt all construction activities. This "stop work order" will be in effect until the planning director confirms that the development activity complies with ordinance and the violation has been satisfactorily addressed. Failure to address a "stop work order" in a timely manner can result in civil, criminal, or monetary penalties in accordance with the enforcement measures authorized in this ordinance.

402 - VIOLATIONS CONSTITUTE MISDEMEANORS:

The violation of any provision or failure to comply with any requirement of this ordinance shall constitute a misdemeanor and may be punishable by a fine up to one thousand dollars (\$1,000.00), imprisonment in the county jail up to six (6) months, or both. Each day on which a violation occurs may constitute a separate criminal offense.

403 - VIOLATIONS DEEMED A PUBLIC NUISANCE:

A. In addition to the criminal penalties provided in section 402 of this ordinance, any condition caused or permitted to exist in violation of this ordinance shall be considered a threat to the public health, safety, welfare, and environment, and may be declared and deemed a nuisance by the county.

B. Any condition deemed a nuisance by the county or other authorized enforcement agent may be summarily abated and/or restored by the county or its contractor. The cost of abatement and/or restoration shall be borne by the owner of the property and/or the permit holder for the

work done on the property, which liability shall be joint and several. Whereupon the county is authorized, pursuant to Idaho Code 50-334, to lien the subject property and/or pursue a civil action in district court to recover the costs incurred by the county to abate the nuisance and/or enjoin or otherwise compel the cessation of such nuisance.

404 - NONEXCLUSIVE REMEDIES:

All remedies and penalties under this ordinance are in addition to, and do not supersede or limit, any and all other remedies and penalties, both civil and criminal. The remedies and penalties provided for herein shall be cumulative and not exclusive.

SECTION 2: REPEALING CLAUSE

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

SECTION 3: EFFECTIVE DATE:

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

Adopted this 26th day of November, 2024.

BOARD OF BANNOCK COUNTY COMMISSIONERS

Ernie Moser, Chairman

Jeff Hough, Member

John Crowder, Member

ATTEST: _____
Jason C. Dixon, Clerk

NOTICE OF BANNOCK COUNTY ORDINANCE ADOPTION

The Board of Commissioners of Bannock County, Idaho, hereby gives notice of the adoption of Ordinance 2024-03. A summary of the Ordinance includes:

STORMWATER MANAGEMENT ORDINANCE of Bannock County, Idaho, to:

A. Provide for the health, safety, and welfare of the citizens within the unincorporated area of Bannock County which lies within the Municipal Separate Storm Sewer System (MS4) overlay area, by establishing minimum stormwater management requirements consistent with local, federal and state law and the requirements of the county's national pollutant discharge elimination system (NPDES) permit.

B. Protect and enhance the water quality of our watercourses, water bodies, groundwater and wetlands in a manner pursuant to and consistent with the federal clean water act.

C. Encourage the recharge of groundwater, where appropriate, and prevent the degradation of groundwater quality.
by providing regulations for drainage easements, inspections, and operations and maintenance, and allowing for administrative enforcement, misdemeanor charges, and/or liens against property.

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

BOARD OF BANNOCK COUNTY COMMISSIONERS

Ernie Moser, Chairman

Jeff Hough, Member

John Crowder, Member

ATTEST: _____
Jason C. Dixon, Clerk

This is a true and complete summary of Ordinance 2024-03 and provides adequate notice to the public.

JASON C. DIXON, CLERK

Publication Date: Nov 30, 2024