

# BINGHAM COUNTY COMMISSIONERS

Whitney Manwaring, Chairman

Eric Jackson

Drew Jensen



Lindsey Gluch, Commission Clerk  
501 N. Maple Room 204  
Blackfoot, ID 83221  
Phone (208) 782-3013  
Fax (208) 785-4131

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**Friday, March 13, 2026**

8:15 a.m.	Approval of Commissioners Agenda.	{ACTION ITEM}
8:15 a.m.	Approval of Cash Warrants, Claims, Administrative Documents and Personnel Action Forms.	{ACTION ITEM}
8:15 a.m.	Request submitted by Henry's Creek RFPA for donation to assist With insurance and operating funds.	{ACTION ITEM}
8:15 a.m.	Approval of Reason & Decision for Apple Grove Estates Subdivision.	{ACTION ITEM}
8:30 a.m.	Approval & signing of Proposed Project Agreement with JM Service Pros For Bingham County Historical Society Project- Requested by Clerk Eckhardt.	{ACTION ITEM}
8:30 a.m.	Discussion & Decision regarding Tax Exemption Applications pursuant to Idaho Code Section 63-602.	{ACTION ITEM}
9:15 a.m.	Approval of Resolution for destruction of records for the Sheriffs Office.	{ACTION ITEM}
12:30 p.m.	Bingham County Extension Advisory Board Meeting- Held at 412 W. Pacific Street- Commissioner Jensen attending.	

“Potato Capital”



Meeting Date: March 13, 2026  
Meeting Time: 8:15 am

## REQUEST FOR MEETING WITH BINGHAM COUNTY COMMISSIONERS FORM

The Board of County Commissioner's hold meetings various days throughout the week, which are coordinated with the Commission Clerk. Per Idaho Code §74-204(1), the Board cannot hold a meeting without less than 48 hours' notice and posting on the Commission Agenda. Any person(s) needing special accommodations should contact the Lindsey Gluch, Commission Clerk, at (208)785-3013.

Name: **Lindsey Gluch (Per the request of David Rafferty, Henry's Creek RFPA)**

Email: **Lgluch@binghamid.gov**

Phone Number: **(208)782-3013** Address: **501 North Maple, Blackfoot**

1. What is the topic of discussion that you wish the Board to have?
  - a. **Request submitted by Henry's Creek RFPA for donation to assist with insurance and operating funds.**
2. Approximately how much time will you need for this agenda item?
  - a. **5 minutes**
3. Will you be requesting that the Board make a decision?

**Yes.**
4. Have all supporting documents been included with this form? If not, please note that your meeting may not be scheduled until all necessary documentation has been provided to the Commission Clerk.

**Yes. Claim form and official request is attached.**
5. Please provide the name and contact information of the individuals that you would like to be invited to the meeting. (Include name, telephone number and email address if known)

**N/A**

Please hand deliver or email this completed form, along with all supporting documents to Lindsey Gluch at [Lgluch@binghamid.gov](mailto:Lgluch@binghamid.gov), at least 24 hours prior to your scheduled meeting time.



# HENRY'S CREEK RANGELAND FIRE PROTECTION ASSOCIATION 2026



## About

Henry's Creek Rangeland Fire Protection Association (RFPA) is a volunteer fire fighting organization whose purpose is to respond to rangeland fires, initiate suppression activities, and support other firefighting organizations in the suppression of rangeland wildfires. Creation of the Henry's Creek RFPA was a collaborative effort. With support from Governor Otter, the Idaho Legislature, Federal and State fire agencies, landowners were given an avenue to form RFPAs - groups of farmers, ranchers, and other landowners professionally trained and legally allowed to utilize interagency fire suppression resources. Our operations area is primarily defined by the unincorporated areas of Bonneville county Idaho and Mutual Aid Agreement with Bingham County. We can and will work with neighboring areas in accordance with other Mutual aid agreements, Memorandums of Understanding, and private land owner permission. We are a 501(C)3 non-profit organization with no paid employees – volunteers only!

## Members

We now have approximately 25 trained firefighters and a support team of 30-40 additional members.

## Equipment

One Type 6 Engine (250 Gal of water), Two Type 4 Engines (750/800 Gal of water), 3 Range Trucks each with a 200/250 gallon water tank (Skid Unit), one tractor/trailer with a Caterpillar D-6D Bulldozer, two 1500 Gal water tenders, and a John Deere 7020 Farm Tractor with disk attachment. Additional resources include assorted privately owned 4 wheelers, tractors with disc, 2000 Gal water Tender, aircraft, support trucks and 2 additional Range Truck.

## RFPA Benefits

- We take advantage of the quick initial attack the Members can provide because of their knowledge of the land and proximity to the fires.
- We satisfy the Members interest to be active participants in protecting crops, forage needed for livestock, wind farms, etc.
- Before 2016, landowners in unincorporated areas of Bonneville County were not legally allowed to fight fire. Their efforts to try to control wildland fires presented safety and liability concerns for fire managers and the Sheriff's Office. Henry's Creek RFPA now satisfies these concerns by ensuring all firefighters are trained (Red Card holders), have necessary safety gear, firefighting equipment, communications capability, and insurance.
- We support the Idaho Department of Lands effort to provide a complete and coordinated approach to fire suppression in Idaho.

David G. Rafferty, Chairman



**HENRY'S CREEK  
RANGELAND FIRE PROTECTION ASSOCIATION**



Henry's Creek RFPA  
1663 Bone Rd  
Iona, ID 83427  
208-201-1964  
[Dave@RaffertysRoost.com](mailto:Dave@RaffertysRoost.com)

5 Mar 2026

Bingham County Commissioners  
501 N Maple #204  
Blackfoot, ID 83221

Commissioners:

I represent Henry's Creek Rangeland Fire Protection Association as Chairman of the board. We are a group of farmers, ranchers, and Landowners in the greater Idaho Falls area and are organized as a 501(c)(3) nonprofit volunteer firefighting organization (EIN 82-1289501).

Our organization began in 2016 after the devastating Henry's Creek fire burned nearly 53,000 acres in Bonneville county. Much of this ground was active farm and range land falling outside of the bounds of any fire district. In an effort to reduce the devastation caused by wildfire, Henry's Creek RFPA was established under Title 38-104B of the Idaho code. Additionally, We are signatories to the Bonneville county Community Wildfire Protection Plan and have entered into Mutual Aid Agreements with the BLM, IDL, Bingham County, and US Forest Service.

For the last four years Bingham County has supported our efforts with a \$1250 donation. We respectfully request your continued assistance in obtaining funds to help cover our annual insurance and operating funds for our 6 firefighting trucks, 2 Water Tenders, D-6 FireCAT with tractor/trailer, John Deere 7020 Fire Tractor with Disc and other support equipment. This equipment requires constant maintenance, parts, fuel, and skilled mechanics. In 2025, our expenses exceeded \$50,000. The 2026 fire season is nearly upon us and we are scrambling to get our firefighters and equipment prepared.

If you are able to help us out, and possibly increase the donation, we would be very appreciative.

We are dedicated to our community and offer our services at no charge. All members are volunteers and we have no paid positions.

Thank you for your time and consideration. I am available at any time if you have any questions.

Respectfully,

David G. Rafferty, Chairman  
Henry's Creek RFPA



Meeting Date: March 13, 2026  
Meeting Time: 8:15 am

## REQUEST FOR MEETING WITH BINGHAM COUNTY COMMISSIONERS FORM

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Name: **Lindsey Gluch**

Email: **Lgluch@binghamid.gov**

Phone Number: **(208)782-3013**

Address: **501 North Maple, Blackfoot**

1. What is the topic of discussion that you wish the Board to have?
  - a. **Approval of Reason & Decision for Apple Grove Estates Subdivision.**
2. Approximately how much time will you need for this agenda item?
  - a. **5 minutes**
3. Will you be requesting that the Board make a decision?

**Yes.**
4. Have all supporting documents been included with this form? If not, please note that your meeting may not be scheduled until all necessary documentation has been provided to the Commission Clerk.

**Proposed Reason & Decision has been provided to the Board.**
5. Please provide the name and contact information of the individuals that you would like to be invited to the meeting. (Include name, telephone number and email address if known)

**N/A**

Please hand deliver or email this completed form, along with all supporting documents to Lindsey Gluch at [Lgluch@binghamid.gov](mailto:Lgluch@binghamid.gov), at least 24 hours prior to your scheduled meeting time.

Meeting Date: March 13, 2026  
Meeting Time: 8:30 am



## REQUEST FOR MEETING WITH BINGHAM COUNTY COMMISSIONERS FORM

The Board of County Commissioner's hold meetings various days throughout the week, which are coordinated with the Commission Clerk. Per Idaho Code §74-204(1), the Board cannot hold a meeting without less than 48 hours' notice and posting on the Commission Agenda. Any person(s) needing special accommodations should contact the Lindsey Gluch, Commission Clerk, at (208)785-3013.

Name: Lindsey Gluch (Per the request of Clerk Eckhardt & Jason Marlow)

Email: [Lgluch@binghamid.gov](mailto:Lgluch@binghamid.gov)

Phone Number: (208)782-3013 Address: 501 North Maple, Blackfoot

1. What is the topic of discussion that you wish the Board to have?
  - a. Approval & signing of Proposed Project Agreement with JM Services Pros for Bingham County Historical Society Project.
2. Approximately how much time will you need for this agenda item?
  - a. 10 minutes
3. Will you be requesting that the Board make a decision?

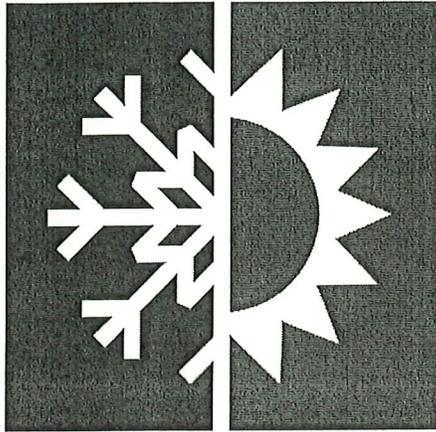
Yes.
4. Have all supporting documents been included with this form? If not, please note that your meeting may not be scheduled until all necessary documentation has been provided to the Commission Clerk.

Yes. The proposed Project Agreement is attached.
5. Please provide the name and contact information of the individuals that you would like to be invited to the meeting. (Include name, telephone number and email address if known)

Clerk Eckhardt

Jason Marlow

Please hand deliver or email this completed form, along with all supporting documents to Lindsey Gluch at [Lgluch@binghamid.gov](mailto:Lgluch@binghamid.gov), at least 24 hours prior to your scheduled meeting time.



**JM**  

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**SERVICE PROS**

## **Bingham County Museum**

### *Bingham County Historical Museum*

#### *Proposed Project Agreement*

**Date:**

1/5/2026

**Proposal Number:**

P00206

**Prepared for:**

Bingham County Museum  
190 North Shilling Avenue  
Blackfoot, ID 83221

**Prepared by:**

Tanner Eastman  
208-852-3770  
tanner.eastman@jmmech.com





**PROJECT PROPOSAL**

**Company**

J M Service Pros  
3821 Professional Way #15  
idaho Falls, ID 83402  
Ph: 208-852-3770

Proposal Date: 1/5/2026  
Proposal Number: P00206

**Bill To Identity**

Bingham County Museum  
190 North Shilling Avenue  
Blackfoot, ID 83221

**Agreement Location**

Bingham County Museum  
190 North Shilling Avenue  
Blackfoot, ID 83221

**WE ARE PLEASED TO SUBMIT OUR PROPOSAL TO PERFORM THE FOLLOWING:**

OUR PRICE FOR THIS PROPOSAL IS

.....\$72,928.00

**OUR PROPOSAL INCLUDES:**

**WARRANTY:** Our warranty on work performed is one (1) year, parts and labor.

**TERMS OF PAYMENT:** Monthly Progress Billing. Material and equipment furnished under this proposal shall remain the property of the seller until final payment has been received.

**Included in this proposal we have provided for the following:**

- Complete engineering and updating of drawings
- Complete project management
- Delivery of all equipment to your facility
- Complete installation of the systems included in engineered drawings for Location 190 North Shilling Ave Blackfoot, Idaho
- Final Adjustment and Calibrations
- One (1) year warranty on parts, material and labor
- Systems training program
  
- Equipment Disposal

**We have not included:**

- Cutting, patching, painting
- Any work not specifically stated in this proposal
- Concrete Pad
- Roof Sealing
- Asbestos Removal

Upon execution as provided below, this agreement, including the following pages attached hereto (collectively, the "Agreement"), shall become a binding and enforceable agreement against both parties hereto. Customer, by execution of this Agreement, acknowledges that it has reviewed and understands the attached terms and conditions and has the authority to enter into this Agreement.



**Contractor**

\_\_\_\_\_  
Signature (Authorized Representative)

Tanner Eastman

\_\_\_\_\_  
Name (Print/ Type)

208-852-3770

\_\_\_\_\_  
Phone

1/5/2026

P00206

\_\_\_\_\_  
Date

Proposal #

**Customer**

\_\_\_\_\_  
Signature (Authorized Representative)

\_\_\_\_\_  
Name (Print/ Type)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

PO#



## ***Project Agreement Terms and Conditions***

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The following terms and conditions are incorporated into and a part of the agreement between Contractor and Customer (the "Agreement"):

1. Customer shall permit Contractor free and timely access to areas and equipment, and allow Contractor to start and stop the equipment as necessary to perform required services. All planned work under this Agreement will be performed during the Contractor's normal working hours.
2. Contractor warrants that the workmanship hereunder shall be free from defects for thirty (30) days from date of installation. If any replacement part or item of equipment proves defective, Contractor will extend to Customer the benefits of any warranty Contractor has received from the manufacturer. Removal and reinstallation of any equipment or materials repaired or replaced under a manufacturer's warranty will be at Customer's expense and at the rates in effect. CONTRACTOR MAKES NO OTHER WARRANTIES, EXCEPT AS DESCRIBED HEREIN, AND EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
3. Contractor may invoice Customer on a monthly basis. Customer will promptly pay invoices within thirty (30) days of receipt. Should a payment become thirty (30) days or more delinquent, Contractor may stop all work under this Agreement without notice and/or cancel this Agreement, and the entire Agreement amount shall become due and payable immediately without notice or demand. In addition, if Contractor does not receive payment of a properly submitted invoice within thirty (30) days, Customer shall accrue a late charge on the balance outstanding at the lesser of (a) 1 1/2% per month of (b) the highest rate allowed by law, in each case compounded monthly to the extent allowed by law.
4. Any alteration to, or deviation from, this Agreement involving extra work, cost of materials or labor will become an extra charge (fixed price amount to be negotiated or on a time-and-materials basis at Contractor's rates then in effect) over the sum stated in this Agreement.
5. In the event Contractor must commence legal action in order to recover any amount payable or owed to Contractor under this Agreement, Customer shall pay Contractor all court costs and attorneys' fees incurred by Contractor.
6. In the event of a breach by Contractor of the terms of this Agreement, including without limitation Section 2, or in the event Customer incurs any liability in connection with the rendering of services by Contractor, Customer's sole remedy against Contractor shall be for Contractor to re-perform the services in accordance with the warranty or, if such services cannot be re-performed or such re-performance does not cure the breach or the liability, to refund to Customer the amount paid to Contractor under this Agreement, up to Customer's direct damages caused by such breach or liability. Notwithstanding the foregoing, in no event shall the liability of Contractor in connection with any products or services, whether by reason of breach of contract, tort (including without limitation negligence), statute or otherwise exceed the amount of fees paid by Customer to Contractor for those products or services. Further, in no event shall Contractor have any liability for loss of profits, loss of business, indirect, incidental, consequential, special, punitive, indirect or exemplary damages, even if Contractor has been advised of the possibility of such damages. In furtherance and not in limitation of the foregoing, Contractor shall not be liable in respect of any decisions made by Customer as a result of Contractor's services. Any action, regardless of form, against the Contractor relating to this Agreement, or the breach thereof, must be commenced within one (1) year from the date of the work.
7. Contractor shall not be liable for any delay, loss, damage or detention caused by acts or circumstances beyond its control including, without limitation, unavailability of machinery, equipment or materials, delay of carriers, strikes, including those by Contractor's employees, lockouts, civil or military authority, priority regulations, insurrection or riot, war, acts of terrorism, action of the elements, forces of nature, or by any cause beyond its control.



8. To the fullest extent permitted by law, Customer shall indemnify and hold harmless Contractor, its agent and employees from and against all claims, liabilities, damages, losses and expenses (including but not limited to attorneys' fees) arising out of or resulting from the performance of work hereunder or any act or omission arising out of or related to this Agreement, provided that such claim, damage, loss or expense is caused in whole or in part by an active or passive act or omission of Customer, anyone directly or indirectly employed by Customer, or anyone for whose acts Customer may be liable, regardless of whether it is caused in part by the negligence of Contractor. Further, and notwithstanding the preceding sentence, Contractor shall be held harmless and shall not be liable to Customer for any claims, liabilities, damages, losses and expenses related to mold or to the creation of mold at Customer's location(s) and shall have no obligation to treat, identify or remove such mold.

9. Customer shall make available to Contractor's personnel all pertinent Material Safety Data Sheets (MSDS) pursuant to OSHA'S Hazard Communication Standard Regulations.

10. Customer shall be responsible for all taxes applicable to the services and/or materials hereunder.

11. Contractor's obligation under this proposal and any subsequent contract does not include the identification, abatement or removal of asbestos, mold or any other toxic or hazardous substances, hazardous wastes or hazardous materials. In the event such substances, wastes and materials are encountered, Contractor's shall have the right thereafter to suspend its work until such substances, wastes or materials and the resultant hazards are removed. The time for completion of the work shall be extended to the extent caused by the suspension and the contract price equitably adjusted. As previously provided, Contractor shall be held harmless and shall not be liable for any claims, liabilities, damages, losses and expenses related to such substances, wastes and materials, including the failure to identify or notify Customer of such substances, wastes and materials.

12. This Agreement is between Contractor and Customer alone, and neither intends that there be any third party beneficiaries to this Agreement. Without limiting the generality of the foregoing, by entering into this Agreement and providing services on Customer's behalf, Contractor is not assuming any duty or obligation to any of Customer's employees, vendors, clients, subcontractors, agents, shareholders, partners or members. Customer agrees to indemnify and hold Contractor harmless from and against any and all liabilities, losses, claims, costs, expenses and damages (including without limitation reasonable attorneys' fees) incurred by Contractor by reason of a claim brought against Contractor by any of Customer's employees, vendors, clients, subcontractors, agents, shareholders, partners or members with respect to the services provided by Contractor on Customer's behalf.

13. Each of the parties hereto is an independent contractor and neither party is, nor shall be considered to be, an agent, distributor or representative of the other. Neither party shall act or present itself, directly or indirectly, as an agent of the other or in any manner assume or create any obligation on behalf of, or in the name of, the other.

14. These terms and conditions, together with the attached documents, constitutes the entire agreement and understanding among the parties hereto and supersedes any and all prior agreements and understandings, oral or written, relating to the subject matter hereof. It sets forth the terms for the provision of any products or services Contractor may provide Customer, whether in connection with the particular engagement that is identified as the subject of this Agreement or otherwise, unless and until a written instrument is signed by an authorized representative of Contractor agreeing to different terms. This Agreement shall not be assignable by Customer and Contractor without the express prior written consent of either party. This Agreement shall be governed by and construed in accordance with the laws of the State of the Contractor's headquarters are located, without giving effect to that State's conflicts of laws principles.

15. If paying with credit card a 3% surcharge will be added to total project price.



Meeting Date: March 13, 2026  
Meeting Time: 9:15 am.

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Name: **Lindsey Gluch** (Per the request of Ryan Jolley- Prosecuting Attorney)

Email: **Lgluch@binghamid.gov**

Phone Number: **(208)782-3013** Address: **501 North Maple, Blackfoot**

1. What is the topic of discussion that you wish the Board to have?
  - a. **Approval of Bingham County Resolution 2026-20, Destruction of Records for the Sheriffs Office.**
2. Approximately how much time will you need for this agenda item?
  - a. **5 minutes**
3. Will you be requesting that the Board make a decision?

**Yes.**
4. Have all supporting documents been included with this form? If not, please note that your meeting may not be scheduled until all necessary documentation has been provided to the Commission Clerk.

**Yes. The proposed Resolution is attached**
5. Please provide the name and contact information of the individuals that you would like to be invited to the meeting. (Include name, telephone number and email address if known)

**N/A**

Please hand deliver or email this completed form, along with all supporting documents to Lindsey Gluch at [Lgluch@binghamid.gov](mailto:Lgluch@binghamid.gov), at least 24 hours prior to your scheduled meeting time.

**BINGHAM COUNTY  
RESOLUTION 2026-20**

**RESOLUTION REGARDING THE DESTRUCTION OF RECORDS  
FOR THE SHERIFFS OFFICE**

**WHEREAS** the Bingham County Sheriffs Office has requested permission to destroy certain records; and

**WHEREAS** the Idaho Code §31-871 empowers the Board of County Commissioners with the responsibility for classifying records for purposes of retention and destruction; and

**WHEREAS** the Sheriffs Office has represented that all records for which destruction is sought pertain to matters which have been concluded for the designated period of time allowed in sections of Idaho Code; and

**WHEREAS** none of the records for which destruction is requested are those required to be kept by the County permanently and indefinitely pursuant to I.C. §31-709;

**SHERIFFS OFFICE**

See Attached "Exhibit A"

**THEREFORE**, it is hereby resolved that: The Sheriffs Office files are hereby classified as "temporary," as defined in I.C. §31-871(1)(d). Furthermore, such records may now be destroyed.

**Dated this 13<sup>th</sup> day of March 2026.**

BINGHAM COUNTY COMMISSION

\_\_\_\_\_  
Whitney Manwaring, Chairman

\_\_\_\_\_  
Eric Jackson, Commissioner

\_\_\_\_\_  
Drew Jensen, Commissioner

ATTEST:

\_\_\_\_\_  
Pamela W. Eckhardt  
Bingham County Clerk



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**BINGHAM COUNTY**  
SHERIFF JEFF GARDNER

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(208) 785-4440  
501 N. MAPLE ST. #405  
BLACKFOOT, ID 83221

County Records Destruction list

March 09, 2026

Bingham County Sheriff's Office Records is requesting approval for destruction of the following items:

- Box 1-5: DMV Receipts 1978-1980
- Box 6: Trailer Assessments
- Box 7: Sales Tax Receipts 1978-1981
- Box 8: 1994-1995 BCSO Timesheets
- Box 9: Copies of Washington Savings Checks
- Box 10-11: Pre 1987 Civil Cover Sheets

Kaitlin Smith  
Records Clerk

KimberLee Arms  
Office Manager