

# BINGHAM COUNTY COMMISSIONERS

Whitney Manwaring, Chairman

Mark R. Bair

Eric Jackson



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

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## Wednesday, December 20, 2023

8:15 a.m.	Approval of Cash Warrants, Claims & Administrative Documents.	{ACTION ITEM}
8:15 a.m.	Discussion & Decision regarding reclassification of the Circuit Breaker position within the Assessors Office - Requested by Donovan Harrington.	{ACTION ITEM}
8:30 a.m.	Prior Approval for Major Purchase of New Cabinets, Countertop and Pantry storage for the Dispatch kitchenet- Requested by Jason Marlow.	{ACTION ITEM}
8:30 a.m.	Weekly update meeting with Sheriff Gardner.	
9:00 a.m.	Executive Session pursuant to Idaho Code Section 74-206(1)(a)&(b), To consider personnel matters.	{ACTION ITEM}
9:00 a.m.	Weekly update meeting with Dusty Whited- Public Works Director.	
9:00 a.m.	Prior Approval for Major Purchase of Culverts.	{ACTION ITEM}
9:00 a.m.	Proposal for Speed limit Increase for 690 West from 15mph to 25 mph and Decision regarding the same.	{ACTION ITEM}
10:00 a.m.	2024 Idaho Association of Counties Legislative Preview Webinar- Via Zoom- Commissioners attending.	
10:30 a.m.	Bi-weekly update meeting with Ryan Jolley- Prosecuting Attorney.	
10:30 a.m.	Approval & Signing of MOU relating to Treatment Court Coordination for the Seventh Judicial District.	{ACTION ITEM}
11:00 a.m.	Review & sign Debtbook Lease Management Program Agreement for the Clerks Office.	{ACTION ITEM}
11:00 a.m.	Review lease option with State of Idaho & physical updates needed for Building at 490 N Maple Street.	{ACTION ITEM}
11:00 a.m.	Signing of Public Defense Commission Expenditure Report.	{ACTION ITEM}
11:00 a.m.	Discussion and possible approval for Clear Gov Budgeting Solution Program.	{ACTION ITEM}
11:30 a.m.	Public Input Meeting for the proposed name of "Petes Peak" for an Unofficially named summit within Bingham County.	{ACTION ITEM}
2:30 p.m.	Site visit at the Blackfoot Animal Shelter and then travel to the Pocatello Animal Shelter to compare buildings/come up with potential ideas For a new shelter.	

"Potato Capital"

Meeting Date: December 20, 2023  
Meeting Time: 8:15



## 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 Dalley, Commission Clerk, at (208)785-3013.

Name: **Donavan Harrington**

Email: **dharrington@binghamid.gov**

Phone Number: **208-782-3016**

Address: **501 North Maple Blackfoot, ID 83221**

1. What is the topic of discussion that you wish the Board to have? **Reclassification ratification for the new part-time employees to work for the Assessor Office 15 Jan 2024 through 15 April 2024 in the PTR Program from N5 to that of N11**

2. Approximately how much time will you need for this agenda item? **About 15 to 20 Minutes**

3. Will you be requesting that the Board to 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. **Documents for discussion and decision have been submitted by HR**

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)  
**Chief Deputy Assessor, Bingham County HR Director and Bingham County Legal Counsel**

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



## BINGHAM COUNTY HUMAN RESOURCES DEPARTMENT

Laraine Pope, Director HR/Risk Management

Phone # (208) 782-3110  
(208) 782-3111  
Fax # (208) 782-2681

Date: December 8, 2023

To: Honorable Members of the Board of Commissioners  
Donavan Harrington, Bingham County Assessor

From: Laraine Pope, Director of Human Resources/Risk Management

Subject: Reclassification Request for Circuit Breaker

### **BACKGROUND**

Human Resources received a reclassification request, November 29, 2023 from EO, Donavan Harrington, Bingham County Assessor. An updated job description was received December 8, 2023. The request is to reclassify the part time Circuit Breaker position which is currently an N5. The rationale for reclassification of that the pay scale created by the low grade makes recruiting new employees difficult. A number of retired employees who have traditionally returned each year, for this role, are not doing so this year and replacements are required.

### **METHODOLOGY**

A review of pay rates was undertaken for Circuit Breaker in Bonneville County and Bannock County and a selection of Bingham County job descriptions of similar grades were examined.

### **BUDGET CONSIDERATIONS**

There are adequate funds in the budget available due to 2024 budget income and current vacancies for this position.

### **FINDINGS**

We were advised that Bonneville County does not have a Circuit Breaker position. The given hiring range for Circuit Breaker in Bannock County is \$17.87 to \$20.55 per hour. These counties are our nearest neighbors and the ones most like to attract Bingham County residents wanting part-time work.



# **BINGHAM COUNTY** **CLASS SPECIFICATION**

## ***CIRCUIT BREAKER CLERK*** ***PART-TIME***

Pay Grade: N10

FLSA Designation: Non-Exempt

### **Purpose Of Class/Primary Function**

The principal function of an employee in this class is to process documents for implementation of the circuit breaker tax reduction program for qualified citizens of the County. This is a part-time position for a three-month period to help people qualify for the State Property Tax Reduction Program. Duties include reviewing applications for assistance; working personally with applicants; calculating and determining eligibility; coordinating and processing paperwork; and providing customer service to applicants. The work is performed under supervision of the County Assessor or Chief Deputy.

### **Essential Duties and Responsibilities (will vary by assignment)**

- Answers incoming phone calls and greets walk-in customers, provides specific information about the circuit breaker program;
- Assists with application forms, processes application and change forms, and provides referrals to other departments or staff as needed;
- Reviews applications to determine program eligibility;
- Operation of standard office equipment, including 10-key calculator and copy machine;
- Performs calculations for eligibility purposes;
- Receives, records, copies, verifies, proofs, and maintains a variety of documents;
- Maintain accurate and complete files and records;
- Perform a wide variety of duties and responsibilities with accuracy and speed under the pressure time-sensitive deadlines;
- Maintains strict confidentiality;
- Performs all work duties and activities in accordance with County policies, procedures, and safety practices.

### **Acceptable Experience and Training**

- High school diploma or GED equivalency is required; and
- Demonstrated ability to use a calculator, with some office experience preferred; or
- Any equivalent combination of experience and training which provides the knowledge and abilities necessary to perform the duties and responsibilities of the classification.

Meeting Date: December 20, 2023  
Meeting Time: 8:30 am

# Bingham County

## Prior Approval For Purchase

**(Please provide documentation)**

Idaho Code §67-28 PURCHASING BY POLITICAL SUBDIVISIONS

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Date: 12/13/2023

**Department:** Maintenance

**Submitted By:** Jason Marlow

**To be purchased:** New cabinets, countertop and Pantry storage for dispatch Kitchenet.

**Justification:** Dispatch has a kitchen currently that doesn't have an oven and the request was made to add an electric oven with useable countertop and pantry cupboards. This would help them prepare meals while adhering to dispatch standards because dispatch operators must stay close to their call center and work long hours.

**Estimated Cost:** \$3,028

**Fund(s) to be paid from:** 0494-0000 Repair-Maintenance Building/fixtures

Approved

Denied

Approved/Denied By:

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Mark R. Bair, Commissioner

\_\_\_\_\_  
Date

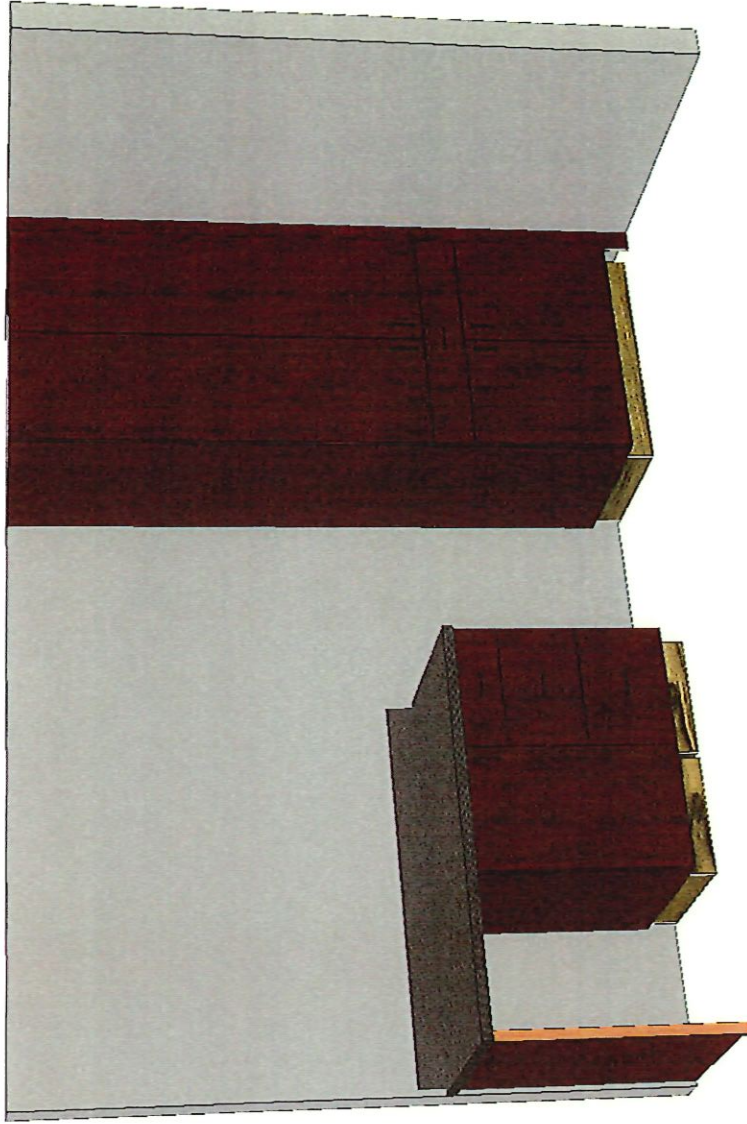
\_\_\_\_\_  
Eric Jackson, Commissioner


\_\_\_\_\_  
Date

# BINGHAM COUNTY DISPATCH - SUMMARY SHEET

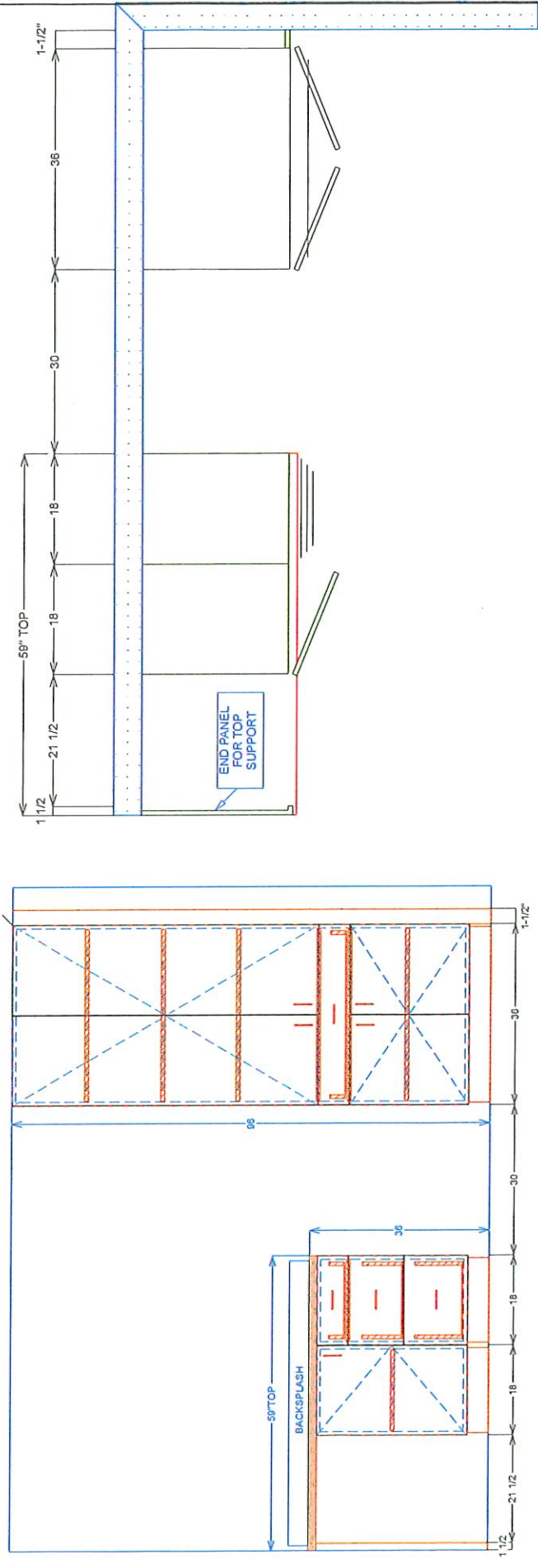
## MAIN MATERIAL ITEMS


- CABINET MATERIALS TFM WHITE .75 - AUTUMN GLOW 4X8
- FINISHED ENDS TFM WHITE .75 - AUTUMN GLOW 4X8
- DOOR MATERIAL TFM AUTUMN GLOW .75 .5MM
- DOOR STYLE Slab
- INTERIOR E.B. .5MM WHITE E.B.
- EXTERIOR E.B. .5MM AUTUMN GLOW E.B.
- E.B. DOORS .5MM AUTUMN GLOW E.B.
- S.S. (TOPS) Laminate
- PULLS H-13



	RFQ#: 20174	Sales Order#: 00	Sales Rep: DP	DWG. By: ROP HALL	QC/DL
	Customer: BINGHAM COUNTY	Project Description: BINGHAM COUNTY DISPATCH	Customer #: 6510	EDITED. By:	Date: 12/07/23
					Approved for Production
					Sheet #1 of 2

BINGHAM COUNTY DISPATCH - SUMMARY SHEET  
 MAIN MATERIAL ITEMS



	RFQ#: 38174	Sales Order#: 00	Sales Rep: DD	DWG. By: ROB HALL	QC/DL
	Customer: BINGHAM COUNTY	Project Description: BINGHAM COUNTY DISPATCH	Customer #: 6510	EDITED. By:	Date: 12/07/23
					Approved for Production
					Sheet #2 of 2



# QUOTATION

Contact:

Ext:

**Showroom:**

1301 N Orchard, Ste 110  
Boise, ID 83706  
Phone: (208) 605-4650  
Website www.ci.idaho.gov

**TO:**

Bingham County  
501 North Maple Street #410  
Blackfoot, ID 83221

**SHIP TO:**

Bingham County  
501 North Maple Street #410  
JASON MARLOW 208-690-9614  
Blackfoot, ID 83221

ATTN:

ATTN:

Quote No.	Date	Cust No	S/M	Your Referenced Inquiry	Delivery Promise	F.O.B.	Expiration
0038174	12/5/2023	6510	BB	YOUR RFQ		OUR DOCK	NET 30
Item	Quantity	UM	Part	Description		Price \$	Extension \$
001	1.00	EA	CUSTCAB-38174	CABINETS FOR DISPATCH 1 TALL CABINET 1 3-DRAWER BASE CAB 1 FULL HEIGHT DOOR BASE CAB SOLID SURFACE TOP: GRAPHITE GRANITE		2,778.0000	2,778.00
002	1.00	EA	INSTALL	CABINET INSTALL		250.0000	250.00
<b>Total for Quote \$</b>							<b>3,028.00</b>

\*Invoice forwarded to customer after delivery. \*Quote valid for 7 days  
 \*Net 30 or negotiated terms \*Cancellations subject to a 25% restocking fee \*No custom order cancellations after 5 days.  
 \*Delivery is subject to institutional delay \*1.5% monthly service chg on past due accts.  
 \*A fee of \$100 will be assessed on all change orders after the first revision  
**Deliveries that are delayed by customers for 30 days or more will be invoiced for the full order and charged an additional storage rate of \$1.52 per square foot per day. Rescheduling of shipment(s) by customers can result in an additional fee of up to \$1,000 per rescheduled event.**

Customer Signature: \_\_\_\_\_



**Memorandum of Understanding  
Relating to Treatment Court Coordination  
for the Seventh Judicial District  
Bingham County**

**THIS MEMORANDUM** made effective as of the date of last signature (herein the "Effective Date") by and between THE IDAHO SUPREME COURT, a state governmental entity created in Article V, Constitution of the State of Idaho, (herein "Court") and BINGHAM COUNTY, a duly formed and existing county pursuant to the laws and Constitution of the State of Idaho (herein, "County"), to define the financial funding for, and supervision of a treatment court coordinator ("Treatment Court Coordinator") to be employed as a Bingham County employee for the Seventh Judicial District's treatment courts. The Court and the County may also be referred to collectively as "Parties."

**WHEREAS**, the Idaho Legislature has enacted the Idaho Drug Court Act at Chapter 56 of Title 19 of the Idaho Code to provide an effective coordinated criminal justice strategy to address the drug-crime connection; and

**WHEREAS**, Idaho Code section 19-5606 directs the Court to perform work for the implementation and oversight of drug courts and mental health courts to assist in the effective operation of drug and mental health courts; and

**WHEREAS**, Idaho Code section 19-5607 allocates responsibility to the Court for administering, allocating, and apportioning all funding resources for drug and mental health courts to each judicial district; and

**WHEREAS**, the Seventh Judicial District has treatment courts that require the services of treatment court coordinators to administer the daily operations of those courts as well as perform quality assurance and coordination duties for treatment courts; and

**WHEREAS**, the County, recognizing the importance of treatment court coordinators, employs and desires to continue to employ a Treatment Court Coordinator as a County employee under the terms and conditions of this MOU to serve Bingham County funded as set forth in this MOU; and

**WHEREAS**, the Court desires to contribute funding to enable the County to employ a Treatment Court Coordinator for the benefit of the treatment court serving residents of Bingham County; and

**WHEREAS**, the Court provides supervision and direction to all personnel performing services for Idaho's unified and integrated judicial system;

**WHEREAS**, pursuant to Idaho Code section 1-907 the Administrative District Judge of the Seventh Judicial District has administrative supervision and authority over the operation of the district courts and magistrates in the Seventh Judicial District; and

**WHEREAS**, the Parties have determined that it is in the best interests of the treatment courts and the participants receiving services from those treatment courts to continue the utilization of a Treatment Court Coordinator position as a full-time County employee as described in this MOU; and

**NOW, THEREFORE**, the Parties enter into this MOU to set forth the interests and agreements of the Parties with reference to the County's employment and the Court's supervision of the Treatment Court Coordinator:

1. EMPLOYMENT OF TREATMENT COURT COORDINATOR

The County has previously created and filled the position of Treatment Court Coordinator. The County will recruit and hire an individual for the position if it is ever vacant. The County will consult with the ADJ or designee during the recruitment and hiring process. The Treatment Court Coordinator will perform the job duties outlined in "Exhibit A."

The County will consult with the ADJ on the appropriate pay rate for the position, taking into account the funding described in this MOU. Any such Treatment Court Coordinator is a County employee and will be placed on the County payroll and will be eligible for all employment benefits made available to full-time regular employees of the County as described in the Bingham County Employee Manual ("Manual"), as it may be updated from time to time. The County agrees to review the position annually, in consultation with the ADJ or designee to determine whether a pay increase is appropriate.

The pay period and payday for the Treatment Court Coordinator shall be in accordance with the County's pay periods and paydays. The Court agrees that the ADJ or designee will review and verify the accuracy of the Treatment Court Coordinator's timesheets.

2. EMPLOYMENT CLASSIFICATIONS

The County is responsible for all employment classifications of the Treatment Court Coordinator position, including, but not limited to, whether the employee is "at-will" or "for cause," and whether the employee is covered by or exempt from the Fair Labor Standards Act.

3. PERSONNEL MANUAL AND CODE OF CONDUCT

All matters relating to the Treatment Court Coordinator's employment pursuant to this MOU shall be governed by the Manual except as otherwise expressly or impliedly modified by this MOU. In addition to the Manual, the County agrees to require the Treatment Court Coordinator to abide by the Idaho Judiciary's Code of Conduct for Nonjudicial Employees, which is attached hereto as "Exhibit B."

4. FUNDING FOR THE POSITION

The Court makes annual allocations for administering treatment courts across the State of Idaho. From this annual allocation, the Court will provide funding to the County for employee costs associated with the Treatment Court Coordinator position. The County agrees to supplement the costs in excess of the annual allocation as required. The actual amount the Court will provide for the Treatment Court Coordinator position shall be in the

Court's sole discretion. As used in this paragraph, "employee costs" include all salary and benefits costs associated with the Treatment Court Coordinator position, including costs for retirement, insurance, worker's compensation, unemployment, leave benefits, and federal and state employer payroll taxes.

5. SUPERVISION, DISCIPLINE AND TERMINATION OF EMPLOYEE

Although the Treatment Court Coordinator is employed by the County, the direction, supervision and assignment of responsibilities and daily activities shall be provided by the Treatment Court District Manager. The Treatment Court District Manager is a Court employee who works under the supervision of the ADJ or designee.

If either party to this MOU identifies concerns with the job performance or conduct of the Treatment Court Coordinator, those concerns shall be conveyed to the ADJ, TCA, and the County Clerk so that they can jointly make a good faith effort to resolve the concerns. If the Treatment Court Coordinator's job performance is unsatisfactory to the ADJ or designee, the Court reserves the right to refuse to permit the individual employed as the Treatment Court Coordinator to perform work for the district courts and magistrates of the Seventh District. The Court hereby expressly retains its inherent powers as described in *Crooks v. Maynard*, 112 Idaho 312, 732 P.2d 281 (1987) and *Talbot v. Ames Construction*, 127 Idaho 648, 902 P.2d 560 (1995).

The County shall seek input from the ADJ or designee prior to imposing disciplinary action against the Treatment Court Coordinator. Any discipline the County may impose, up to and including termination, shall be in accordance with the Manual, including any amendments thereto.

The County will conduct annual job performance reviews of the Treatment Court Coordinator, coordinated by the Clerk of the District Court (County Clerk) with input from the Treatment Court judges, Trial Court Administrator ("TCA"), and the Treatment Court District Manager.

6. SEPARATION FROM EMPLOYMENT

If the Treatment Court Coordinator advises the ADJ, TCA or Treatment Court District Manager of an intent to resign their position, they will direct the Treatment Court Coordinator to provide the County notice of their resignation. Upon any such separation from employment the County will process the Treatment Court Coordinator's accounts, including but not limited to those concerning PERSI, Medical Insurance, Worker's Compensation, FICA, accrued leave, in the same manner it would with all other full-time regular employees of the County who separate from employment with the County.

7. CONFLICTS OF INTEREST

The Parties have an interest in maintaining public confidence in the treatment courts and will not tolerate conflicts of interest or the appearance of conflicts of interest related to the Treatment Court Coordinator's job duties. If the Treatment Court Coordinator wishes to perform work for a third party in addition to their assigned job duties, or participate in boards, commissions, or work with non-profit organizations, the Treatment Court Coordinator must make a written request to the Court seeking permission to do so. The

request should describe the services they wish to provide and address how they intend to eliminate any conflicts of interest, whether actual or perceived. The Treatment Court Coordinator may not provide such services until the ADJ has provided written permission approving the same.

8. TRAVEL

The ADJ or its designee is responsible for verifying travel expenses incurred by the Treatment Court Coordinator before the employee submits them to the County for reimbursement.

9. CONFIDENTIALITY OF INFORMATION

Any and all reports, assessments, analyses, and data, whether statistical or otherwise, prepared by the Treatment Court Coordinator shall become the property of the Court for such uses as it shall deem appropriate and shall not be disclosed to any other person without prior written consent of the Court. The Treatment Court Coordinator shall abide by all confidentiality guidelines and requirements as determined by the County, the Court, and Idaho and federal statutes. The confidentiality provisions of the agreement shall remain in full force and effect after the termination of this agreement. The requirements of this paragraph shall not apply to any employment records routinely kept by the County for its employees.

10. LIABILITY

Idaho Code section 1-1613A, to the extent applicable, addresses liability under the Idaho Tort Claims Act for any county employee performing judicial functions while acting within the course and scope of their employment.

11. FAILURE TO APPROPRIATE OR ALLOCATE FUNDS

It is understood and agreed that the Court's financial contributions provided for herein will be paid from Idaho State Legislative appropriations. The Court's ability to make the financial contributions contemplated in this MOU is dependent upon the Idaho State Legislature's annual budget appropriation for the Court. This MOU shall in no way or manner be construed so as to bind or obligate the Court or the State of Idaho to make financial contributions to the County for the Treatment Court Coordinator position in the event the Legislature does not appropriate sufficient money to the Court to pay for all of its operations in a given year.

The Court reserves the right to terminate this MOU in whole or in part if, in its sole judgment, the Legislature of the State of Idaho fails, neglects, or refuses to appropriate sufficient funds as may be required for the Court to continue such payments or requires any return or "give-back" of funds required for the Court to continue payments, or if the State of Idaho mandates any cuts or holdback in spending, or if funds are not budgeted or otherwise available, or if the Court or the State of Idaho discontinues or makes a material alteration of the program under which funds were provided, or if the Court reduces or eliminates the allocation from which the funds are paid. The Court shall not be required to transfer funds between accounts in the event that appropriations or allocations are reduced, eliminated, or unavailable. All affected future rights and liabilities of the parties shall thereupon cease

within ten (10) calendar days after notice to the County of an event of non-appropriation or non-allocation as set forth herein. Further, in the event of any such reduction, elimination, or unavailability of appropriations or allocations, the Court and the State of Idaho shall not be liable for any penalty, expense, or liability, or for general, special, incidental, consequential or other damages resulting therefrom.

12. TERMINATION OF AGREEMENT

It is anticipated that this MOU shall continue in force and effect unless otherwise terminated by the parties. Either party may terminate this agreement, for any reason or no reason, upon thirty (30) days prior written notice sent to the addresses set forth below. This MOU shall cease on the expiration of the thirty (30) days, but the parties shall not be relieved of the duty to perform their obligations incurred up to the date of termination.

13. NOTICES

Any notice given under this agreement will be written and sent to:

Idaho Supreme Court:           Administrative Director of the Courts  
Idaho Supreme Court  
P.O. Box 83720  
Boise, Idaho 83720-0101

The District:                   Administrative District Judge  
Seventh Judicial District  
Bonneville County Courthouse  
605 N. Capital  
Idaho Falls, Idaho 83402

Trial Court Administrator Office  
Bonneville County Courthouse  
605 N. Capital  
Idaho Falls, Idaho 83402

Bingham County:           Board of Bingham County Commissioners  
Bingham County  
501 N. Maple Street  
Blackfoot, Idaho 83221



**EXHIBIT A**  
**Bingham County Treatment Court Coordinator**  
**Job Description/Responsibilities**

# EXHIBIT B

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## Section 5: Employee Conduct

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All employees must follow the Code of Conduct for employees of the Judicial Branch, which has been adopted by the Supreme Court and is set forth below. Among other things, the Code of Conduct prohibits abuse of court positions, disclosure of confidential information, conflicts of interest, and inappropriate political activity. All employees are expected to be familiar with the Code of Conduct that applies to them and to strictly adhere to the letter and the spirit of the Code. Any employee whose licensure or certification requires adherence to a professional code of ethics should also abide by that code. Attorneys employed by the Judicial Branch must also conform to the Model Rules of Professional Conduct for Attorneys. Employees who work directly for judges should also be familiar with the Judicial Code of Conduct. Employees are encouraged to discuss any questions or concerns they have regarding the code of conduct and ethical issues with the Human Resources Director.

### 5.1 Code of Conduct for Employees of the Judicial Branch

#### 5.1.1 Avoiding Impropriety and the Appearance of Impropriety in All Court Activities

##### a. **Performance of Court Duties**

Employees shall faithfully carry out all appropriately assigned duties striving at all times to perform the work diligently, efficiently, equitably, thoroughly, courteously, honestly, truthfully, and with transparency. Employees shall carry out properly issued court orders and rules, not exceeding the employee's authority.

##### b. **Avoiding Impropriety**

Employees of the Judicial Branch are to remember that, at all times, their actions will reflect upon the Judicial Branch. Employees shall avoid both impropriety and the appearance of impropriety. Employees shall avoid improper influences from business, family, position, party, or person. Employees shall avoid activities that would impugn the dignity of the court.

##### c. **Fairness**

Employees shall work without bias or prejudice including, but not limited to, bias or prejudice based upon race, color, national origin, sex, age, religion, socioeconomic status, sexual orientation, gender identity, veteran status, or disability.

##### d. **Respect for Others**

Employees shall treat litigants, coworkers, and all others interacting with the court with dignity, respect, and courtesy.

##### e. **Involvement in Actions Before a Court**

Employees shall notify the appropriate authority whenever he or she, anyone in his or her family, or anyone with whom he or she has a close personal relationship has been arrested, named as a party, or is otherwise formally involved in any action pending in an Idaho court.



**f. Avoiding Privilege**

Employees shall use his or her official position solely for its intended purpose. No employee shall use his or her position (intentionally or unintentionally) to secure unwarranted privileges or exemptions for himself, herself, or others. Employees shall not dispense special favors to anyone, whether or not he or she was offered remuneration.

**g. Assisting Litigants**

Employees shall be responsive to inquiries regarding standard court procedures but shall not give legal advice unless it is required as part of one's official position.

**5.1.2 Performing the Duties of the Position Impartially and Diligently**

**a. Independent Judgment**

Employees shall avoid relationships that would impair one's impartiality and independent judgment. Employees shall be vigilant of conflicts of interest and ensure that outside interests are never so extensive or of such nature as to impair one's ability to perform court duties.

**b. Personal Relationships**

Employees shall recruit, select, and advance personnel based on demonstrated knowledge, skills, abilities, and bona fide work-related factors, not on favoritism. Employees shall avoid appointing, assigning, or directly supervising a family member, or attempting to influence the employment or advancement of a family member. Refer to Section 5.3.3 of the Employee Policy Manual for further information regarding nepotism.

**c. Misconduct of Others**

Employees should expect fellow professionals to abide by the policies set out in this code. Employees shall report to the appropriate authority the behavior of any Judicial Branch employee who violates this code including, but not limited to, potential conflicts of interest involving one's duties and attempts to inappropriately influence one in performing one's duties.

**d. Attempts at Influence**

Employees shall immediately report to the appropriate authority any attempt to compel one to violate any of these policies.

**e. Properly Maintain Records**

Employees shall not inappropriately destroy, alter, falsify, mutilate, backdate, or fail to make required entries on any records within the court's control.

**f. Legal Requirements**

Employees shall maintain the legally required confidentiality of the court, not disclosing confidential information to any unauthorized person, for any purpose. Employees shall properly provide confidential information that is available to specific individuals authorized to receive such by reason of statute, court rule, or administrative policy.

**g. Discretion**

Employees shall be respectful of litigants, the public, applicants, and employees' personal lives; disregard information that legally cannot or should not otherwise be considered; use good judgment in weighing the credibility of Internet data; and be cautious about verifying identities. Employees shall treat personal or sensitive information with the same discretion that one would wish others to have if one were involved in a similar case.

**h. Proper Use of Public Resources**

Employees shall use the resources, property, and funds under one's official control judiciously and solely in accordance with prescribed procedures.

**5.1.3 Conducting Outside Activities to Minimize the Risk of Conflict with Official Position**

**a. Outside Business**

The court shall be an employee's primary employment. Employees shall avoid outside activities, including outside employment, business activities, even subsequent employment and business activities after leaving the judicial branch that reflect negatively upon the judicial branch and on one's own professionalism.

Employees shall notify the appropriate authority prior to accepting work or engaging in business outside of one's court duties. Employees shall not request or accept any compensation or fee beyond that received from their employer for work done in the course of their public employment. However, employees may engage in outside employment as long as it does not conflict with the performance of their official responsibilities or violate this code.

**b. Compensation and Post-Employment Restrictions**

During or following employment with a court, employees shall not represent a commercial interest to, or do business with, that same court unless both the employment and commercial interest are fully disclosed to and approved by the court's appropriate management authority.

**c. Avoiding Gifts**

Employees shall not solicit, accept, agree to accept, or dispense any gift, favor, or loan either for oneself or on behalf of another based upon any understanding, either explicit or implicit, that would influence an official action of the court.

**d. Financial Disclosure**

Judicial employees shall dutifully disclose all financial interests and dealings required by law, rule, or regulation.

**5.1.4 Refraining from Inappropriate Political Activity**

Employees retain their right to vote and are encouraged to exercise it as a part of citizenship. Engaging in any political activity is done strictly as a private citizen and only in accordance with state law or court rules. Employees shall participate only during non-court hours, using only non-court resources. Employees shall not use one's position or title within the court system to influence others. Employees shall campaign during non-work hours or take an unpaid leave of absence upon declaring the intent to run for office. If elected, the employee shall resign from his or her position with the court unless the employee is holding a political office that clearly does not entail a conflict of interest, and does not interfere with the ability to perform court duties.

Meeting Date: December 20, 2023  
Meeting Time: 11:30 am

# BINGHAM COUNTY COMMISSIONERS

Whitney Manwaring, Chairman

Mark R. Bair

Eric Jackson



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

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**PUBLIC INPUT SOUGHT:** The U.S. Board of Geographic Names (BGN) is seeking input on a proposed name "Petes Peak" for an officially unnamed summit within Bingham County. The Board of Bingham County Commissioners will be holding a Public Input Meeting on December 20, 2023 at 11:30 a.m., in Commission Chambers located within the Bingham County Courthouse (501 North Maple, Blackfoot, Idaho).

The Board on Geographic Names is responsible by law for standardizing geographic names for use by the departments and agencies of the Federal Government. The Department of Interior's USGS provides staff support to the Board on Geographic Names. The staff actively pursues input from state geographic names authorities, land management agencies, local governments, and tribal governments for all submitted naming proposals and local preference is heavily considered in Board of Geographic Names decision.

**Summary:** A local area resident proposed the commemorative name, "Petes Peak", for an officially unnamed 5,650-foot peak. The proponent reports that the name has been in local use and commemorates Pete Morris (d.1982).

The case summary and map are attached for your review and contain additional details and context for the proposal.

If you would like to submit comment, please do so by emailing Lindsey Dalley, Commission Clerk at [Ldalley@Binghamid.gov](mailto:Ldalley@Binghamid.gov) or comment on this post.

**DEADLINE FOR COMMENT IS MONDAY DECEMBER 18, 2023 AT 4:00 P.M.**

"Potato Capital"

## Petes Peak

### Proposal Information

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Proposed name	<b>Petes Peak</b>
Proposal type	make official commemorative name in local use
Proponent	Mark Steffler; Shelley, Idaho
Date proposed	9/10/2023
BGN case number	6136
Quarterly Review List	453

### Feature Details

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Primary coordinates	43.24238, -112.00545
Feature class	summit
Feature size	elevation 5,650 ft.
Feature description	SW of Saw Log Basin, NNE of The Cove
Name history	The name commemorates Wolverine Canyon homesteader Peter "Pete" Morris (d. 1893)
USGS primary topo map	Higham Peak 1:24,000
State(s)	Idaho
County(s)	Bingham County
PLSS	Sec 16, T2S, R38E, Boise Meridian
Land ownership	private

### BGN decisions

- None

### Other Names

- Unpublished names: Pete's Peak (proponent)
- Published names: old Pete Morris's Peak: *Bingham County History, 3<sup>rd</sup> Edition*, Bingham County Centennial Book Committee, 1985

### Case Summary

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The name Petes Peak is proposed to be made official for a 5,650-foot peak in Bingham County. The proponent reports that the name has been used locally for over 125 years and that it honors "early Wolverine Canyon homesteader Pete Morris (d. 1892), [who] made many contributions to the region, including an engineered irrigation system for the local homesteaders."

The proponent adds, "The peak is a steep incline to a point that attracts the eye when scanning the horizon and [the name] should commemorate those who helped to tame the land and the region."

A 1985 volume describing the history of Bingham County states, "Pete Morris developed a fine farm by having a ditch engineered from the creek up the side hill to irrigate many acres, a real 'work of art.' Pete, a bachelor, met an early death in 1892 from his horse falling on him. Before he died, he asked his friends to bury him on top of the peak which overlooked his holdings. They wanted to oblige, but the task of getting his body up on 'old Pete Morris's Peak' just looked too big. They ended up going to the Blackfoot cemetery."

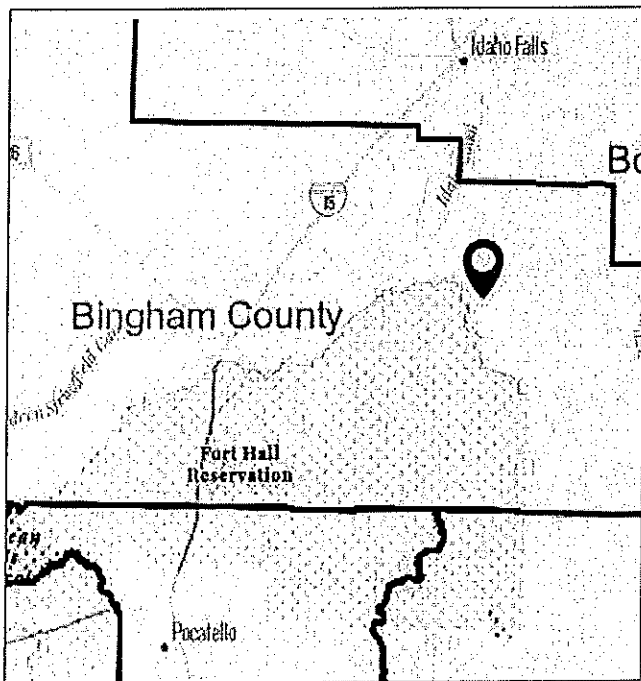
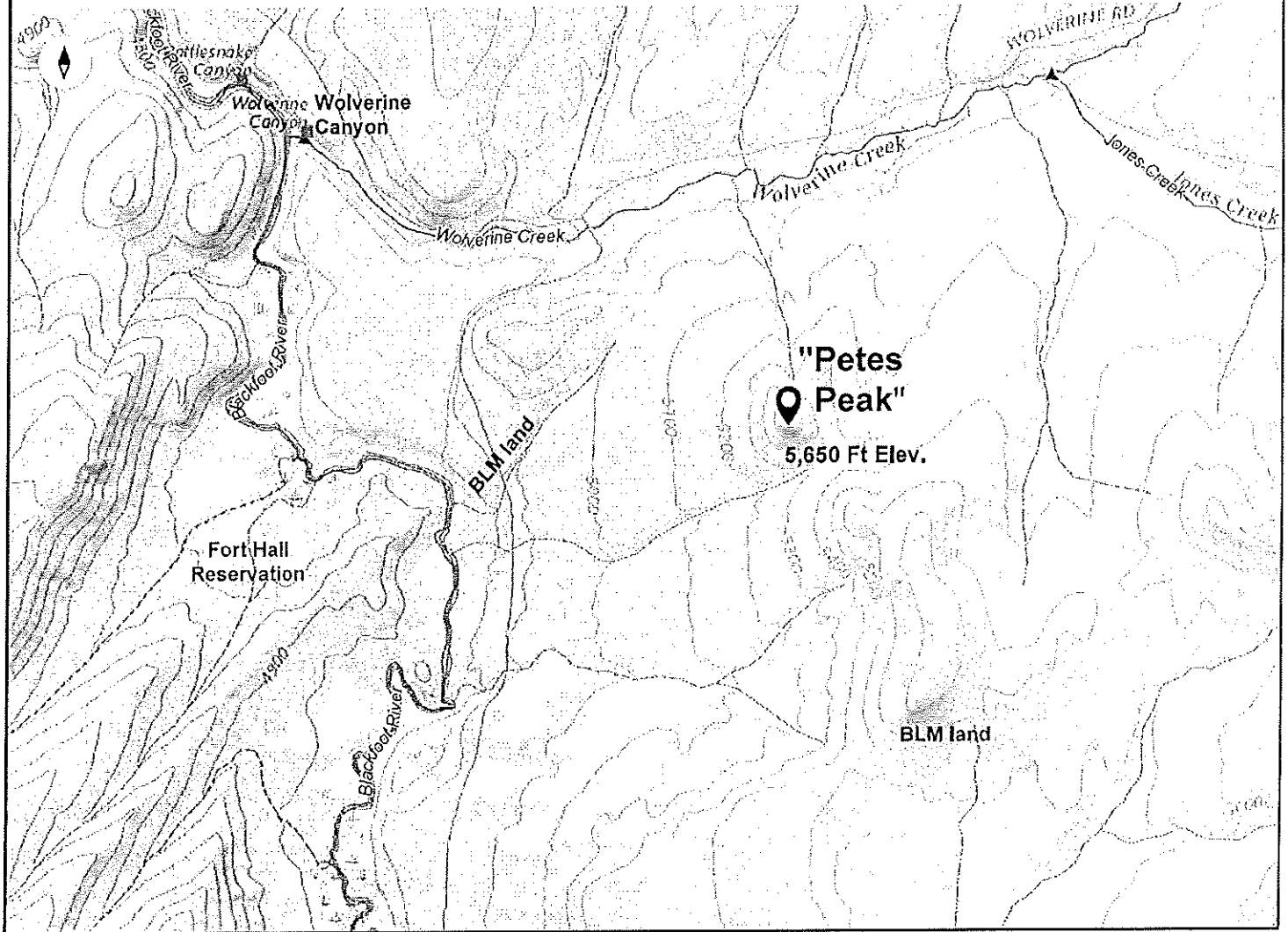
GNIS does not list any features in Bingham County named "Pete." However, 220 miles to the southeast of the peak in question is an 8,253-foot summit that is also known locally as "Petes Peak." This summit, located on the Payette National Forest, is recorded as Peak 8253 on IdahoClimbingGuide.com but is not listed in GNIS.

### **Stakeholder Input**

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Local government	Bingham County
State Names Authority	Idaho Geographic Names Advisory Council
Federally Recognized Tribes	All federally recognized Tribes contacted under Policy X

# Petes Peak (proposed) | Bingham County, Idaho



Meeting Date: December 20, 2023  
Meeting Time: 2:30



## 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 Dalley, Commission Clerk, at (208)785-3013.

Name: Amy Weimer

Email: amyweimer75@gmail.com

Phone Number: 208-680-3022

Address: 1197 October Cove Shelley, ID 83274

1. What is the topic of discussion that you wish the Board to have?

**This is basically for a field trip to look at the Blackfoot Animal Shelter and then to travel to the Pocatello Shelter. This meeting is to compare and contrast both buildings and to help with ideas for a new shelter.**

2. Approximately how much time will you need for this agenda item?

**Looking at 2-3 hours to complete the meeting with travel included.**

3. Will you be requesting that the Board make a decision?

**No, not at that time.**

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.

**Documents will not be included for this meeting. We will be touring the Blackfoot Shelter with the manager of the facility and then completing a tour of the Pocatello Shelter with information provided by the Director of the Pocatello facility, Chris Abbott.**

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)

**The requested parties for this meeting include;  
The County Commissioners  
The Mayor of the City of Blackfoot**

**Once the date is confirmed I will contact;  
Doug Sayer with Premier Technology  
Thomas Wadsworth with The Shoshone Bannock Fish and Game Law Enforcement Dept.  
The Board for the Blackfoot Animal Shelter which will include myself and Amanda, the Facility manager.**