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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 9:15 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.

Thursday, February 15, 2024

9:00 AM Claims 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
- 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

9:15 AM Work Session (potential action items)

Agenda:

- Brian Blad, Mayor City of Pocatello, providing a City of Pocatello update (20 minutes)
- Tony Manu, Sheriff, seeking to discuss a continuation of the Medication for Opioid Use Disorder (MOUD)/MAT Program after having completed the pilot program (requested 5 minutes) (action item)

- Scott Crowther, Business Manager and Event Director, requesting approval of and signature on contracts for (1) 4th District High School Rodeo Queen Contest, and; (2) Snake River Opportunities High School Graduation (requested 15 minutes) (action items)
- Daniel Kendall, Facilities Director, providing a monthly facilities update (requested 10 minutes)
- Shanda Crystal, Chief Procurement Officer, requesting to provide a procurement update (requested 5 minutes)
- Jason Dye, Trial Court Administrator, (1) requesting a conversation about using the Courthouse after hours on 2/21/24, and; (2) seeking to discuss and alternative site for jury selection with potential signature on a contract if approved (requested 5 minutes) (action item)
- Alisse Foster, Planner, requesting approval of and signature on a Final Plat for Robin Valley Estate Phase II (requested 5 minutes) (action item)
- Hal Jensen, Planning and Development Director, discuss the recommendation of approval by the Planning and Development Council for the Zoning Ordinance Amendments (requesting 30 minutes) (action item)
- Kristi Klauser, Comptroller, providing an ARPA update (requested 15 minutes) (potential action items)



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

ERNE MOSER
 Commissioner
 1st District

JEFF HOUGH
 Commissioner
 2nd District

JOHN CROWDER
 Commissioner
 3rd District

WORK SESSION REQUEST FORM

Work Sessions are held on Thursdays at 9:15 a.m., unless otherwise noticed.

Email this completed form and any supporting documents to agendarequest@bannockcounty.us by noon on Monday prior to the scheduled meeting.

Name/Department:

Stacy/Sheriff's Office

Concern/issue/question:

Discuss/Request to continue Inmate MOUD/MAT Program after completion of Pilot program

Suggested solution?

Requesting Commissioners to approve the continuance of Inmate MOUD/MAT Program

How much time will be needed for this issue?

5 min

What meeting date is requested?

2/7/24

List of attendees:

Sheriff Manu, Kristi Klauser

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

Commissioner Office Only:

Date: _____ Time: _____



Medication for Opioid Use Disorder (MOUD) Report

Pilot Program Findings and Proposal for an Ongoing MOUD Program

Monday, February 5th, 2024

To: Bannock County Jail Administration

From: Sherry Stoutin, MD
President and Medical Director

Daylen Stoutin
CEO

Pilot Program Findings

Overview

On November 6, 2023 Ivy Correctional Medicine, in partnership with Bannock County Jail, launched a Pilot Program for Medication for Opioid Use Disorder (MOUD). About 1 month earlier we launched a nearly identical Pilot Program at the Bonneville County Jail. This report summarizes the results of those programs, focusing primarily on results at Bannock but introducing facts from our experience at Bonneville where it is helpful.

While the program was designed and priced to last three months, which brings the program to a conclusion on February 6th, we have instructed our teams to continue under the current model until we have had the change to consult with the county and determine whether we will expand the program, leave it as is, or shut it down.

Goal

The Pilot Program was designed to restrict the total number of patients that would enter the program. It was limited to prevent the possibility of overload to the existing resources of Ivy or Bannock County. The other features of the program, however, were intended to test our design for an expanded MOUD program that would accomplish three goals.

1. Treat Opioid Use Disorder (OUD) to prevent relapse and overdose after release.
 - a. Note: The goal is not to prevent withdrawal as we manage withdrawal separately.
2. Reasonable level of financial and logistical burden for the county and Ivy.
3. Fairness Doctrine: How we treat one inmate, must be what we do for others under the same conditions.



Results

Below are the raw statistical outcomes of the programs. The data was gathered on January 18th.

Across both facilities we screened 126 inmates, 93 of which decided to apply for the program. 39 qualified and were accepted. Of those, 18 were still participating as of January 18th when this data was gathered, 4 had been removed from the program for violations of the Patient Pledge, and 19 had been released. Of those 19 released, 4 had followed up with one of our partner clinics and all four were still in treatment.

RAW DATA			
Stats as of	January 18, 2024		
Stage	Bonneville	Bannock	Total
Screened	61	65	126
Applicants	58	35	93
Accepted	20	19	39
Participant	9	9	18
Discontinued	2	2	4
Released	9	10	19
Connected with Partner Clinic	2	2	4
Still in treatment	2	2	4

Note that we initiated the two Pilot Programs about three weeks apart (on October 16th and November 6th in Bonneville and Bannock respectively). As a result, the data above represents 94 days of offering the program in Bonneville and 73 days in Bannock.

We intend to continue gathering this data as the program matures in order to assess the impact of the program. Of particular interest and focus should be how to increase the percentage of patients that successfully connect with an outside treatment facility after release. Presently only 21% of those released connected. Although these initial connection numbers are modest, we believe they represent significant progress in less than three months. Maintaining just these rates could result in 16 individuals per year in Eastern Idaho receiving ongoing treatment.



Pilot Program Design, Review, and Recommendations for Continuation

Patient Qualification Parameters

Design

The Pilot Program was designed to restrict the total number of patients in the program. The program was capped at 15 participating patients and inmates needed to meet the following requirements:

1. Test positive for opioids upon booking. Note that this implicitly excluded any patients already in the facility when we launched the program.
2. Sign the Patient Pledge.
3. Be a county hold (not another agency).
4. Estimated incarceration of at least 2 weeks.

Review and Recommendations

Neither program reached its cap of 15 inmates per day. While entrance restrictions were a part of this, we believe trust in the program started out very low and rose throughout the test. We have received anecdotal reports that we are seeing more applicants now than we did in the early weeks of the pilot program.

We recommend that certain parameters be loosened going forward. Specifically we recommend we:

1. Allow patients booked in prior to the start of the Pilot Program, as well as those transferred from other facilities, to apply for the program. The first application requirement (a positive drug test) would be expanded to include patients with documented opioid withdrawal when they initially arrived at Bannock County or medical records from the prior holding agency demonstrating opioid withdrawal.
2. Convert inmates booked in and already on Suboxone onto this MOUD program. See the next section for more information on this.

Beyond these recommendations, the county could consider offering the program to out-of-county warrants. We take no position on this at this time, but Bonneville is considering this change so we thought it was worth mentioning. An alternative would be to offer it specifically to inmates being held by agencies we know will continue treatment after transfer - presently Bonneville, but likely more in the future.

Patients already on Suboxone

Design

We also excluded from the Pilot program any patient that came into the facility already on and compliant with an MAT or MOUD regimen prescribed by an outside clinician. Outside clinics nearly universally use suboxone strips. Rather than convert patients to tablets, we chose to continue treating those patients separately in keeping with our MAT policy.

Review and Recommendations



We recommend merging these two suboxone passes into one operation. This will reduce deputy and Ivy time spent on those patients already on suboxone strips because our crushed-pill-pass is more efficient on a per inmate basis. Additionally, current “strip” patients would be included in the suboxone “crush”, med pass, reducing time in the current “strip” med pass.

Note that a single dose of suboxone per day is sufficient to keep patients out of withdrawal. In spite of this, we anticipate significant complaints from inmates that we convert, potential calls from outside providers, and possible threats of legal action. This approach meets standard of care, and we believe the efficiencies created are worth the cost.

Suboxone Pass

Design

Suboxone for Opioid Use Disorder must be administered at a similar time every day without fail. At Bannock Suboxone Pass was set for 10PM every day. Deputy staff bring as many patients together as possible into a secure location, Ivy staff crushes the tablets, and administers it to the patients in a group but with physical separation. A drink of water deactivates any suboxone not absorbed and a mouth sweep completes the process.

Review and Recommendations

The process as designed has worked very well. We have no reason to believe diversion has been successful. The Deputy and Ivy staff have been successful in keeping suboxone pass consistently at 10PM from day to day. The only change we anticipate as we move forward is an increase in the patient volume being served at suboxone pass, though we have no reason to believe at this time it will be an unworkable volume.

Discontinuation Parameters

Design

Patients who do not comply with the behaviors they commit to in the Patient Pledge were removed from the program and put into the Opioid Withdrawal Protocol. Key features of the Patient Pledge include:

1. Not diverting their suboxone
2. Maintain a 100% compliance with taking their suboxone
3. Participate actively in the non-pharmaceutical elements of the program
4. Not use other illicit substances
5. Submit to random drug screenings
6. Comply with other medications.

Review and Recommendations

We have removed a small number of inmates from the program for violating the patient pledge. There were two circumstances where inmates were removed from the program because of disciplinary issues documented on the deputy side. We recommend adding a factor to the inmate pledge that is simply a catch-all phrase saying that jail administration can remove patients from the program at their discretion.



Patient Release

Design

It is crucial that as inmates are released they are sent with 1) information about the outside clinic(s) they are able to continue treatment with and 2) a supply of suboxone long enough to bridge them to that treatment. When a patient is brought into the program, we order a supply of 7 pills for them which is placed, along with the pamphlet explaining outside treatment clinic options, into a MOUD specific narcotics box. In the event medical personnel are not at the facility when a patient is released, deputy staff are assigned the job of giving the patient these supplies. Supervisors as well as medical staff have a key to the narcotics box and two signatures are required for sign out.

Review and Recommendations

In designing the program, we had a high degree of concern that patients in the program might slip through the cracks and be released without their meds. To our knowledge, this has not happened - a major success of the members of both teams on the ground.

We have no recommendations for modifying this process. Keep up the vigilance to not release patients without their suboxone supply.

Patient Transfers

Design

When participating patients are transferred to another jurisdiction we treat it the same as a release. We send with the patient the 7 doses of suboxone and pamphlet for outside partner clinics.

Review and Recommendations

It is likely that some of our transferred patients will be withdrawn from suboxone when they arrive at the new facility. However, we expect in the coming months and years more and more facilities will be instituting an MAT or MOUD program and that the starter stock we send will thus be used and the patient continued to be treated.

We have no recommended changes.

County and Ivy Responsibilities

Design

While Ivy has the responsibility to provide all the medical elements of the program, the county is responsible for two key features:

1. Providing inmates with programming alongside MOUD. Bannock chose to require participating inmates to attend NA.
2. Building and maintaining a panel of community partner clinics that agreed to continue treatment when our patients are released.



Review and Recommendations

From what we can tell, the relationship with the community partner clinics are participating in their end of the deal effectively. We're happy and grateful for the relationships the county has fostered. We understand there is some work being done to recruit the clinic at the Reservation to participate, giving members of the Tribe an additional option, which would be great.

One possible gap we'd like to work on is ensuring that participants are, in fact, actively engaged with Narcotics Anonymous. There is no formal system presently set up for medical staff to know whether a patient is active; they are relying on deputies to identify potentially non-compliant patients. We received some feedback from Kay that it seems some deputies aren't aware of this requirement. As a result, we are concerned some inmates may not be participating in NA. Enforcing the mandated participation in NA will ensure the county's resources go to inmates that are taking their treatment seriously and participation may increase the ratio of patients released to those that connect with the outside clinics.



Proposal for Extension and Expansion of MOUD Program

If the county finds the results above sufficiently promising, we would like to continue and expand the program as outlined in the previous section.

Because the Pilot program had a fixed price we also need to determine pricing for this next phase. Unfortunately we do not feel that our experience so far has given us sufficient data to make a commitment to a long term pricing level for the expanded program. We'd like to propose a structure to govern the program from now through the end of Fiscal Year 2024 (September 30th). In the coming months we will continue to watch the resources required and will present a separate pricing proposal for FY 2025 as we approach summer.

Pricing

The MOUD Pilot Program was priced at \$15,000 for a three-month period. Looking at our resource utilization during the Pilot Program we believe this price (\$5,000 per month) is likely too low. In particular, we have been surprised by resources required in the participant screening process and the level of ongoing involvement required by Ivy's senior leadership in the program's operation. That said, we're not confident enough in the resources required to set a materially different price until we've observed the program for some additional months.

Our experience so far leads us to introduce a dual pricing structure for the next phase of the program: Fixed Price and Variable Price with the Fixed Price covering up to 10 inmates.

Fixed Price

For up to 10 participants, a fixed cost of \$5,000 per month. This fee covers:

1. Staff training (Ivy staff and deputy staff)
2. Executive management oversight
3. Fixed suboxone pass staffing
4. Monitoring patient progression and coordination with partner clinics.
5. System maintenance and data gathering activities

Variable Price

Should the program exceed 10 participants, an additional charge of \$5 per inmate per day, starting with the 11th inmate, will apply. This fee accounts for the increased costs associated with the prescription, ordering, and administration of daily suboxone. The variable cost will be calculated based on average daily participant counts and billed monthly.

Note that only patients for whom we initiate treatment will be included in the participant counts. We will track those patients that we convert from suboxone strips prescribed by outside providers onto our crushed-tablet suboxone pass separately. In other words, while our suboxone pass might have a large number of patients, only those patients that we started on suboxone will count for these pricing calculations.



Supplies billed to county

Expenses for necessary supplies, such as urine drug screens, will be directly billed to the county. Our current sourcing strategy, purchasing from Amazon, offers significant cost savings compared to other suppliers. For reference, the cost per test was \$7.80, based on our initial purchase in September. Approximately 25 tests were used monthly during the pilot, a number that may increase as program participation grows.

Next Steps

The next steps involve reaching a consensus on the proposed changes to the MOUD program, followed by the drafting and signing of an addendum to the FY2024 contract between Ivy and the county. This will pave the way for the program's expansion.

Concurrently, Ivy will continue to collect and analyze data. As FY2025 approaches we will set a new price based on the experience we gain in the coming months.

Thank you for the opportunity to collaborate with Bannock County in offering the MOUD program. We see it as a real benefit to the community and we appreciate the county contributing the resources required to provide it.

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

Work Session Request Form

Work Sessions are held on Thursdays at 9:15 AM., unless otherwise noticed Email this completed form and any supporting documents to agendarequest@bannockcounty.us by noon on Monday prior to the scheduled meeting.

Name / Department:

Scott Crowther / Director - Manager

Email:

scottc@bannockcounty.gov

Concern/Issue/Question:

Contract Review for Approval and Signatures: (1) District 4 High School Rodeo Queen Contest and (2) Snake River Opportunities High School Graduation

Suggested Solution:

Date of meeting being requested:

02/15/2024

How much time will be needed?

15 minutes

List of attendees:

Scott Crowther, Annie Hughes, Janice Hallinan, and Connie Wynn



Office Hours: Monday thru Friday 8:00 a.m. to 5:00 p.m., Closed Weekends and Holidays
 Mailing Address: 10588 Fairgrounds Road, Pocatello, Idaho 83201
 Email: eventcenter@bannockcounty.us
 Phone: 208-237-1340 Fax: 208-237-4758

Payment Received:	_____	
Insurance Received:	_____	
Permits Received:	_____	
501(c) Received:	_____	
RecDesk	Outlook	Board
Spreadsheet	Reservation Listing	

EVENT CENTER, WELLNESS COMPLEX AND FAIRGROUNDS CONTRACT

This is a request for facility reservation. Please complete all information. Incomplete information will result in a delay in the review of your contract. The information is requested to assist in the review and consideration of your request to rent a County facility. Historical users (using their original dates) have first priority. All other requests are on a first come – first served basis.

APPLICATION INFORMATION

- Company/Origination Name: (event host) 4th District High School Rodeo – Queen Contest
- Contact Name: (who will sign the contract) Connie Wynn Title: Coordinator
- Mailing Address: PO Box 159
- City: Downey State: ID Zip Code: 83234
- Cell Phone: 208-220-2007 Email: connie@cooper-larsen.com

EVENT INFORMATION

- Event Name: 4th District High School Rodeo Queen Contest Area Requested: Building B and Indoor Arena Only about an hour 8:00 a.m. – 9:00 a.m.
- Event Description: High School Rodeo Queen Contest – Horsemanship in the indoor arena and Speech/Modeling, test and interview to be held at Building B
- Event Date(s): March 30, 2024 Estimated Number of Attendees: 10-20
- Event Start Time: 8:00 a.m. with Horsemanship then go to building B for the remainder Event End Time: 2:00 p.m.
- Additional Set-Up or Tear Down Days (if needed): _____
- Paid Admission Event: YES _____ NO Cost _____ Event Open to the Public: YES NO _____
- 501(c)(3): YES _____ NO _____ Non-Profit Name: _____ Tax ID #: _____
- Will Alcohol Be Served/Consumed? YES _____ NO (if yes, county permit (\$20) must be provided and present at event)

THE COUNTY SHALL:

Permit the Applicant to occupy the space as written above, to prepare buildings or erect temporary booths, which Applicant may use during the rental periods.

Permit the Applicant to display, demonstrate, sell, solicit or operate their business with the limits of their lease.

Use reasonable safeguards against fire, theft, and accidents, but does not assume any liability for damages to goods or property of the Applicant from fire, theft, water or storm, or any liability for accidents to persons or property caused under, or by virtue of the appurtenances of Lessee under this contract.

Have a lien upon any and all property stored, used or located upon the leased space, or elsewhere upon the fairgrounds by the Lessee for any and all damages sustained by the breach of this contract or otherwise caused by the Applicant, and FY22 Fees Adopted by R.S. No. 2021-90

Reserve the right to all food concession, unless otherwise permitted. If additional vendors are permitted menu must not compete with menu of fixed site.

THE APPLICANT SHALL:

Obtain approval for erection of buildings, tents, enclosures, structures and signs outdoor from County.

Not nail, drill, paint, or do anything to change appearance of the walls. Do not use tape on concrete.

Remove all temporary structures, forms, booths, etc. within twenty-four (24) hours after termination of lease. Items left after that time become the property of the County, to make such disposition as they shall see fit.

Not do any additional electrical wiring without permission of County.

Not permit any ale, beer or intoxicating liquor of any kind to be consumed by the Applicant, his employees, agents or guests without proper permit.

Collect fees for the RV rental spaces at \$35.00/\$45.00 per space, per day and turn the rental fees collected, into the office at the conclusion of the event.

Comply fully with all laws and ordinances of the Bannock County Fire Protection District #1.

Agrees to furnish security at its own expense as is deemed necessary for protection of valuable displays and buildings during the event day and night.

Applicant agrees to furnish the County a Certificate of Insurance naming Bannock County and agents as additionally insured in a \$ 1,000,000 combined single limit policy, such policy being delivered to Event Center Office ten (10) days prior to move in time.

Applicant shall provide a security deposit as indicated on the fee schedule, payable when reservation for facility is taken and contract signed. Payment will be held as a security binding. Deposit will be refunded if notification of cancellation is received thirty (30) days prior to event or upon final inspection of facilities, provided there has been no damage and facility is returned in same condition as received. (Clean)

The Lessee will pay the building/grounds rental fees thirty (30) days prior to the event (unless other arrangements are made prior to the event) in the amount of: \$ _____ (see attached page for fee schedule).

Please make checks payable to – Bannock County Fairgrounds. Sales tax shall be collected as per Idaho Sales Tax Commission rules.

Bannock County Commissioners

BANNOCK COUNTY

_____ Date 2/15/24
Ernie Moser, Chairman

_____ Date 2/15/24
Jeff Hough, Commissioner

By: _____ Date _____

_____ Date 2/15/24
John Crowder, Commissioner

A. The terms of this contract shall commence and be binding upon the parties when the last signature is affixed to this contract, and final approval and granting of the application is made by the Bannock County Commissioners. No use of County facilities or grounds shall take place in the absence of approval. The terms of this contract shall remain in full force and effect until all obligations are fully performed or it is terminated as provided herein.

B. A fee as set by the Bannock County Commissioners, including but not limited to additional security, shall be paid by Applicant for the use of facilities and/or grounds. If waiver or reduction of fees has been requested, this must be approved by the Bannock County Commissioners and Applicant must comply with such terms set by the Board.

C. Applicant shall use only those parts of the facilities and/or grounds applied for and essential for the use. Applicant's use of facilities and grounds shall occur only with the agreement and acquiescence of the Bannock County Commissioners and take place in such a manner as shall not interfere with the use of building and grounds by the County or other users.

D. Applicant is responsible for and shall pay to repair all damage caused by its employees, volunteers, agents, participants or invitees to any fixtures, equipment, facilities and/or grounds as a result of the use.

E. Applicant shall clean, if necessary, all areas of any facilities and/or grounds which are used pursuant to this Agreement and shall leave the building(s) and/or grounds in the state it was prior to the commencement of the use. Failure of Applicant to clean areas of the buildings and/or grounds to the satisfaction of the County shall result in an assessment of costs or loss of deposit to Applicant for any necessary cleaning. The County reserves the right to request and receive an appropriate security and or cleaning deposit from Applicant if deemed necessary. Costs for any repairs or cleaning required may be deducted from said deposit.

F. Applicant agrees that the use of County buildings and grounds shall be in accord with any applicable state, local or federal law or regulation.

G. Applicant agrees that in the event any hazardous or potentially hazardous activities are contemplated in Applicant's use of the facilities; the Applicant shall obtain waivers and/or releases of liability from any and all participants in the activities. Said waivers shall contain, at a minimum, the following language in paragraph G(i). Said waivers are subject to the approval of the County prior to use of the facilities. Copies of all signed waivers shall be provided to the County upon request. This requirement does not, in any way, abrogate the requirement for indemnification herein, abrogate the invocation of sovereign immunity herein, eliminate any requirement imposed by the County for proof of sufficient insurance, nor modify or abrogate any defenses or immunities provided by law. Hazardous activities include, but are not limited to any sport or activity whether involving animals or equipment which carries an inherent risk or injury, property destruction or death. The Applicant agrees that decisions by the County or County staff to require or not to require the execution or submission of waivers do not abrogate any immunities or defenses provided by law. The County staff has complete discretion in the decision to require or not require the execution and submission of waivers in connection with any event.

G.(1) Applicant shall have participants sign a release and discharge of Bannock County, its elected and appointed officials, and employees and agents from all actions, causes of action, damages, claims or demands for all known or unknown personal injuries, property damage or death resulting from or arising out of my participation in the above described activity or events.

H. Maintenance. Bannock County agrees that regular maintenance of the grounds, parking lots and buildings will be the responsibility of the County.

I. Default. Each and every term and condition hereof shall be deemed to be a material element of the Agreement. In the event either party should fail or refuse to perform according to the terms of this Agreement, such party may be declared in default thereof.

J. Independent Entities. County and Applicant are independent entities and their employees, volunteers, participants or invitees are not to be considered agents or employees of the other. Actions performed by Applicant pursuant to this contract are those of an independent agent and not those of an employee of the County.

K. Entire Agreement. This contract, with any properly executed addendums, represents the entire and integrated agreement and understanding between the parties and supersedes all prior negotiations, statements, representations and agreements, whether written or oral.

L. Assignment. Neither this contract, nor any rights or obligations hereunder shall be assigned or delegated by a party without the prior written consent of the other party.

M. Modification. This Application and Agreement shall be modified only by a written agreement, duly executed by all parties hereto.

N. Invalidity. The parties mutually understand and agree this contract shall be governed by and interpreted pursuant to the laws of the State of Idaho. If any provision of this contract is held invalid or unenforceable by any court of competent jurisdiction, or if the County is advised of any such actual or potential invalidity or unenforceability, such holding or advice shall not invalidate or render unenforceable any other provision hereof. It is the express intent of the parties that the provisions of this contract are fully severable.

O. Venue. If any dispute arises between the parties from or concerning this contract or the subject matter hereof, any suit or proceeding at law or inequity shall be brought in the District Court of the State of Idaho, County of Bannock. Nothing in this clause shall be interpreted or construed to waive the County's assertion of governmental immunity.

P. Contingencies. Applicant certifies and warrants no gratuities, kick-backs or contingency fees were paid in connection with this contract, nor were any fees, commissions, gifts or other considerations made contingent upon the award of this contract.

Q. Discrimination. All parties agree they will not discriminate against any person who performs work under the terms and conditions of this contract because of race, color, gender, creed, handicapping conditions or national origin.

R. ADA Compliance. All parties agree they will not discriminate against a qualified individual with disability, pursuant to law as set forth in the Americans with Disabilities Act, P.L. 101-336, 42 U.S.C. § 12101, et seq., and/or any properly promulgated rules and regulations relating thereto.

S. Governmental Immunity. The Bannock County Commissioners and Bannock County do not waive their governmental immunity provided by any law by entering into and/or granting this contract and the County fully retains all immunities and defenses provided by law with regard to any action based upon this Agreement. Further, the County and its elected and appointed officials do not waive their governmental immunity under contract, tort or any other applicable theory of law by entering into or granting this contract.

T. Force Majeure. Neither party shall be liable to perform under this contract if such failure arises out of causes beyond control, and without the fault or the negligence of said party. Such causes may include, but are not restricted to, Acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes and unusually severe weather. In every case, however, a failure to perform must be beyond the control and without the fault or the negligence of said party.

U. Notices. All notices required and permitted under this contract shall be deemed to have been given, if and when deposited in the U.S. Mail, properly stamped and addressed to the address listed herein, or when personally, delivered to such party. A party may change its address for notice hereunder by giving written notice to the other party.

V. Indemnification. To the fullest extent permitted by law, Applicant agrees to indemnify and hold Harmless Bannock County and its elected and appointed officials, employees and volunteers from any and all claims, damages, losses and expenses, including reasonable attorney's fees, for injuries, illness, death, property damage, claims, penalties, actions, demands or expenses arising from or in connection with this contract. In granting this contract, Bannock County may, in its sole discretion, require Applicant to show proof of insurance sufficient to cover Applicant's obligations pursuant to this clause. No use of buildings or grounds may commence until Bannock County Risk Management or County Legal Counsel has reviewed and approved the insurance coverage obtained/provided by Applicant if so required.

W. Third Party Beneficiary. The parties do not intend to create in any other individual or entity the status of third-party beneficiary and this Application and Agreement shall not be construed so as to create such status. The rights, duties and obligations contained in this contract shall operate only between the parties to this contract and shall inure solely to the benefit of the parties to this contract. The parties to this contract intend and expressly agree that only parties' signatory to this contract shall have any legal or equitable right to seek to enforce this contract, to seek any remedy arising out of a party's performance or failure to perform any term or condition of it, or to bring action for its breach. This provision is not intended to waive the County's governmental immunity in any way and shall not be construed to waive said governmental immunity in any way.

X. Termination. This Agreement may be terminated by either party at any time for failure of another party to comply with the terms and conditions of this Agreement; by Bannock County with fifteen (15) days' prior written notice to other parties; or upon mutual written agreement by all parties.

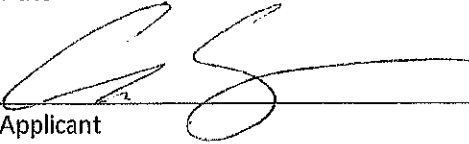
Y. Appropriations Clause. Bannock County's obligations under this Application and Agreement are conditioned upon the availability of Funds which are appropriated or allocated for such obligations. If funds are not allocated and available for the continuance of said obligations, the contract may be terminated by the County at the end of the period for which

funds are available. No penalty shall accrue to the County in the event this provision is exercised, and the County shall not be obligated or liable for any future payments due or for any damages as a result of termination under this provision.

Z. Alteration or Additions. Without the written consent of the County, or unless otherwise allowed by this Agreement, the Applicant shall not make any improvements to or alterations of the premises. Any alterations or improvements to the premises made by the Applicant shall become part of the realty and the property of the County.

2-5-24

Date



Applicant

Connie Wynn _____

Print Name

ADDITIONAL EVENT INFORMATION

EVENT NAME: 4th District High School Rodeo Queen Contest

DATE: March 30, 2024

TIME OF EVENT: 8:00 a.m. with Horsemanship then 10:00 a.m. with Interviews, test, Speech and Modeling

AREA: Indoor Arena for Horsemanship (only about 1 hour) and Building B for the remainder

ADDITIONAL EVENT DETAILS:

SPECIAL SET UP INSTRUCTIONS:

Will need a microphone and speakers along with 4 tables and about 20 chairs for spectators

NOTES/DRAWINGS:



Office Hours: Monday thru Friday 8:00 a.m.
to 5:00 p.m., Closed Weekends and Holidays
Mailing Address: 10588 Fairgrounds Road,
Pocatello, Idaho 83201
Email: eventcenter@bannockcounty.us
Phone: 208-237-1340 Fax: 208-237-4758

Payment Received:	_____	
Insurance Received:	_____	
Permits Received:	_____	
501(c) Received:	_____	
RecDesk	Outlook	Board
Spreadsheet	Reservation Listing	

EVENT CENTER, WELLNESS COMPLEX AND FAIRGROUNDS CONTRACT

This is a request for facility reservation. Please complete all information. Incomplete information will result in a delay in the review of your contract. The information is requested to assist in the review and consideration of your request to rent a County facility. Historical users (using their original dates) have first priority. All other requests are on a first come – first served basis.

APPLICATION INFORMATION

- Company/Origination Name: (event host) Snake River Opportunistic High Scho
- Contact Name: (who will sign the contract) Janice Hallinan Title: Admin Assist.
- Mailing Address: 15480 W. Siphon Rd
- City: Pocatello State: Id Zip Code: 83202
- Cell Phone: 208-244-1274 Email: halljani@snake river.org

EVENT INFORMATION

- Event Name: SROHS Graduation Area Requested: Amphitheater
- Event Description: graduation
- Event Date(s): May 22nd Estimated Number of Attendees: 50
- Event Start Time: 6 pm Event End Time: 8 pm
- Additional Set-Up or Tear Down Days (if needed): _____
- Paid Admission Event: YES _____ NO X Cost _____ Event Open to the Public: YES _____ NO X
- 501(c)(3): YES X NO _____ Non-Profit Name: Snake River School Dist Tax ID #: 82-6000615
- Will Alcohol Be Served/Consumed? YES _____ NO X (if yes, county permit (\$20) must be provided and present at event)

THE COUNTY SHALL:

Permit the Applicant to occupy the space as written above, to prepare buildings or erect temporary booths, which Applicant may use during the rental periods.

Permit the Applicant to display, demonstrate, sell, solicit or operate their business with the limits of their lease.

Use reasonable safeguards against fire, theft, and accidents, but does not assume any liability for damages to goods or property of the Applicant from fire, theft, water or storm, or any liability for accidents to persons or property caused under, or by virtue of the apertions of Lessee under this contract.

Have a lien upon any and all property stored, used or located upon the leased space, or elsewhere upon the fairgrounds by the Lessee for any and all damages sustained by the breach of this contract or otherwise caused by the Applicant, and shall have the right to restrain such property or any part of it without process of law, and may appropriate any or all such as its own to satisfy and such claim.

Reserve the right to all food concession, unless otherwise permitted. If additional vendors are permitted menu must not compete with menu of fixed site.

THE APPLICANT SHALL:

Obtain approval for erection of buildings, tents, enclosures, structures and signs outdoor from County.

Not nail, drill, paint, or do anything to change appearance of the walls. Do not use tape on concrete.

Remove all temporary structures, forms, booths, etc. within twenty-four (24) hours after termination of lease. Items left after that time become the property of the County, to make such disposition as they shall see fit.

Not do any additional electrical wiring without permission of County.

Not permit any ale, beer or intoxicating liquor of any kind to be consumed by the Applicant, his employees, agents or guests without proper permit.

Collect fees for the RV rental spaces at \$35.00/\$45.00 per space, per day and turn the rental fees collected, into the office at the conclusion of the event.

Comply fully with all laws and ordinances of the Bannock County Fire Protection District #1.

Agrees to furnish security at its own expense as is deemed necessary for protection of valuable displays and buildings during the event day and night.

Applicant agrees to furnish the County a Certificate of Insurance naming Bannock County and agents as additionally insured in a \$ 1,000,000 combined single limit policy, such policy being delivered to Event Center Office ten (10) days prior to move in time.

Applicant shall provide a security deposit as indicated on the fee schedule, payable when reservation for facility is taken and contract signed. Payment will be held as a security binding. Deposit will be refunded if notification of cancellation is received thirty (30) days prior to event or upon final inspection of facilities, provided there has been no damage and facility is returned in same condition as received. (Clean)

The Lessee will pay the building/grounds rental fees thirty (30) days prior to the event (unless other arrangements are made prior to the event) in the amount of: \$ _____ (see attached page for fee schedule).

Please make checks payable to – Bannock County Fairgrounds. Sales tax shall be collected as per Idaho Sales Tax Commission rules.

Bannock County Commissioners

Ernie Moser, Chairman
Date 2/15/24

BANNOCK COUNTY
By: _____ Date _____

Jeff Hough, Commissioner
Date 2/15/24

John Crowder, Commissioner
Date 2/15/24

A. The terms of this contract shall commence and be binding upon the parties when the last signature is affixed to this contract, and final approval and granting of the application is made by the Bannock County Commissioners. No use of County facilities or grounds shall take place in the absence of approval. The terms of this contract shall remain in full force and effect until all obligations are fully performed or it is terminated as provided herein.

B. A fee as set by the Bannock County Commissioners, including but not limited to additional security, shall be paid by Applicant for the use of facilities and/or grounds. If waiver or reduction of fees has been requested, this must be approved by the Bannock County Commissioners and Applicant must comply with such terms set by the Board.

C. Applicant shall use only those parts of the facilities and/or grounds applied for and essential for the use. Applicant's use of facilities and grounds shall occur only with the agreement and acquiescence of the Bannock County Commissioners and take place in such a manner as shall not interfere with the use of building and grounds by the County or other users.

D. Applicant is responsible for and shall pay to repair all damage caused by its employees, volunteers, agents, participants or invitees to any fixtures, equipment, facilities and/or grounds as a result of the use.

E. Applicant shall clean, if necessary, all areas of any facilities and/or grounds which are used pursuant to this Agreement and shall leave the building(s) and/or grounds in the state it was prior to the commencement of the use. Failure of Applicant to clean areas of the buildings and/or grounds to the satisfaction of the County shall result in an assessment of costs or loss of deposit to Applicant for any necessary cleaning. The County reserves the right to request and receive an appropriate security and or cleaning deposit from Applicant if deemed necessary. Costs for any repairs or cleaning required may be deducted from said deposit.

F. Applicant agrees that the use of County buildings and grounds shall be in accord with any applicable state, local or federal law or regulation.

G. Applicant agrees that in the event any hazardous or potentially hazardous activities are contemplated in Applicant's use of the facilities; the Applicant shall obtain waivers and/or releases of liability from any and all participants in the activities. Said waivers shall contain, at a minimum, the following language in paragraph G(I). Said waivers are subject to the approval of the County prior to use of the facilities. Copies of all signed waivers shall be provided to the County upon request. This requirement does not, in any way, abrogate the requirement for indemnification herein, abrogate the invocation of sovereign immunity herein, eliminate any requirement imposed by the County for proof of sufficient insurance, nor modify or abrogate any defenses or immunities provided by law. Hazardous activities include, but are not limited to any sport or activity whether involving animals or equipment which carries an inherent risk or injury, property destruction or death. The Applicant agrees that decisions by the County or County staff to require or not to require the execution or submission of waivers do not abrogate any immunities or defenses provided by law. The County staff has complete discretion in the decision to require or not require the execution and submission of waivers in connection with any event.

G.(1) Applicant shall have participants sign a release and discharge of Bannock County, its elected and appointed officials, and employees and agents from all actions, causes of action, damages, claims or demands for all known or unknown personal injuries, property damage or death resulting from or arising out of my participation in the above described activity or events.

H. Maintenance. Bannock County agrees that regular maintenance of the grounds, parking lots and buildings will be the responsibility of the County.

I. Default. Each and every term and condition here of shall be deemed to be a material element of the Agreement. In the event either party should fail or refuse to perform according to the terms of this Agreement, such party may be declared in default thereof.

J. Independent Entities. County and Applicant are independent entities and their employees, volunteers, participants or invitees are not to be considered agents or employees of the other. Actions performed by Applicant pursuant to this contract are those of an independent agent and not those of an employee of the County.

K. Entire Agreement. This contract, with any properly executed addendums, represents the entire and integrated agreement and understanding between the parties and supersede all prior negotiations, statements, representations and agreements, whether written or oral.

L. Assignment. Neither this contract, nor any rights or obligations hereunder shall be assigned or delegated by a party without the prior written consent of the other party.

M. Modification. This Application and Agreement shall be modified only by a written agreement, duly executed by all parties hereto.

N. Invalidity. The parties mutually understand and agree this contract shall be governed by and interpreted pursuant to the laws of the State of Idaho. If any provision of this contract is held invalid or unenforceable by any court of competent jurisdiction; or if the County is advised of any such actual or potential invalidity or unenforceability, such holding or advice shall not invalidate or render unenforceable any other provision hereof. It is the express intent of the parties that the provisions of this contract are fully severable.

O. Venue. If any dispute arises between the parties from or concerning this contract or the subject matter hereof, any suit or proceeding at law or in equity shall be brought in the District Court of the State of Idaho, County of Bannock. Nothing in this clause shall be interpreted or construed to waive the County's assertion of governmental immunity.

P. Contingencies. Applicant certifies and warrants no gratuities, kick-backs or contingency fees were paid in connection with this contract, nor were any fees, commissions, gifts or other considerations made contingent upon the award of this contract.

Q. Discrimination. All parties agree they will not discriminate against any person who performs work under the terms and conditions of this contract because of race, color, gender, creed, handicapping conditions or national origin.

R. ADA Compliance. All parties agree they will not discriminate against a qualified individual with disability, pursuant to law as set forth in the Americans with Disabilities Act, P.L. 101-336, 42 U.S.C. § 12101, et seq., and/or any properly promulgated rules and regulations relating thereto.

S. Governmental Immunity. The Bannock County Commissioners and Bannock County do not waive their governmental immunity provided by any law by entering into and/or granting this contract and the County fully retains all immunities and defenses provided by law with regard to any action based upon this Agreement. Further; the County and its elected and appointed officials do not waive their governmental immunity under contract, tort or any other applicable theory of law by entering into or granting this contract.

T. Force Majeure. Neither party shall be liable to perform under this contract if such failure arises out of causes beyond control, and without the fault or the negligence of said party. Such causes may include, but are not restricted to, Acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes and unusually severe weather. In every case, however, a failure to perform must be beyond the control and without the fault or the negligence of said party.

U. Notices. All notices required and permitted under this contract shall be deemed to have been given, if and when deposited in the U.S. Mail, properly stamped and addressed to the address listed herein, or when personally, delivered to such party. A party may change its address for notice hereunder by giving written notice to the other party.

V. Indemnification. To the fullest extent permitted by law, Applicant agrees to indemnify and hold Harmless Bannock County and its elected and appointed officials, employees and volunteers from any and all claims, damages, losses and expenses, including reasonable attorney's fees, for injuries, illness, death, property damage, claims, penalties, actions, demands or expenses arising from or in connection with this contract. In granting this contract, Bannock County may, in its sole discretion, require Applicant to show proof of insurance sufficient to cover Applicant's obligations pursuant to this clause. No use of buildings or grounds may commence until Bannock County Risk Management or County Legal Counsel has reviewed and approved the insurance coverage obtained/provided by Applicant if so required.

W. Third Party Beneficiary. The parties do not intend to create in any other individual or entity the status of third-party beneficiary and this Application and Agreement shall not be construed so as to create such status. The rights, duties and obligations contained in this contract shall operate only between the parties to this contract and shall inure solely to the benefit of the parties to this contract. The parties to this contract intend and expressly agree that only parties' signatory to this contract shall have any legal or equitable right to seek to enforce this contract, to seek any remedy arising out of a party's performance or failure to perform any term or condition of it, or to bring action for its breach. This provision is not intended to waive the County's governmental immunity in any way and shall not be construed to waive said governmental immunity in any way.

X. Termination. This Agreement may be terminated by either party at any time for failure of another party to comply with the terms and conditions of this Agreement; by Bannock County with fifteen (15) days' prior written notice to other parties; or upon mutual written agreement by all parties.

Y. Appropriations Clause. Bannock County's obligations under this Application and Agreement are conditioned upon the availability of Funds which are appropriated or allocated for such obligations. If funds are not allocated and available for the continuance of said obligations, the contract may be terminated by the County at the end of the period for which funds are available. No penalty shall accrue to the County in the event this provision is exercised, and the County shall not be obligated or liable for any future payments due or for any damages as a result of termination under this provision.

Z. Alteration or Additions. Without the written consent of the County, or unless otherwise allowed by this Agreement, the Applicant shall not make any improvements to or alterations of the premises. Any alterations or improvements to the premises made by the Applicant shall become part of the realty and the property of the County.

1-29-24

Date

Janice Hallinan

Applicant

Janice Hallinan

Print Name

BANNOCK COUNTY COMMISSIONERS

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



ERNE MOSER
Commissioner
1st District

JEFF HOUGH
Commissioner
2nd District

JOHN CROWDER
Commissioner
3rd District

Work Session Request Form

Work Sessions are held on Thursdays at 9:15 AM., unless otherwise noticed Email this completed form and any supporting documents to agendarequest@bannockcounty.us by noon on Monday prior to the scheduled meeting.

Name / Department:

Daniel Kendall - Facilities

Email:

danielk@bannockcounty.gov

Concern/Issue/Question:

Monthly facilities update

Suggested Solution:

Date of meeting being requested:

02/15/2024

How much time will be needed?

10 minutes

List of attendees:

Ashley Ford, Daniel Whitworth



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

WORK SESSION REQUEST FORM

Work Sessions are held on Thursdays at 9:15 a.m., unless otherwise noticed.

Email this completed form and any supporting documents to agendarequest@bannockcounty.us by noon on Monday prior to the scheduled meeting.

Name/Department:

Shanda Crystal/Chief Procurement Officer

Concern/issue/question:

Request to discuss a procurement update.

Suggested solution?

How much time will be needed for this issue?

5 minutes

What meeting date is requested?

2/15/24

List of attendees:

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

Commissioner Office Only:

Date: _____ Time: _____

2/15/2024	Bids in progress	Active Bids	Closed Bids	Projects in progress	Projects Completed
	6	4	7	2	5
Active	Department	Description	Budget Allocated	Status Update	Procurement Metrics
In Progress	Public Works	Road Chips	\$207,000	2/9 researching potential piggyback options	
In Progress	Event Center	Grandstand Replacement	\$125,000 ARPA	2/14 draft to dept for review	
In Progress	Facilities	Two (2) Boilers	\$350,000 ARPA	1/5 RFP will be on hold until an Engineer is hired; 12/22 Draft RFP sent to dept for review	
In Progress	Fairgrounds	Two (2) metal barns	\$200,000 ARPA	1/26 Received revised SOW; Holding ITB until next Fair Board meeting 1/24; 10/31 Draft ITB submitted to evaluation team	
In Progress	Emergency Services	Lava Ranches Fuel Reduction Contractor		SICOG managing; 1/10 treatment prescription and permissions to be on land sent out; 12/13 making adjustments to prescription as recommended	
In Progress	Public Works	Engineer Pool		Team is reviewing possibilities for ways to award contract	
Yes	Commission	Forensic Pathologist Building Shell	\$ ARPA	2/3 published in ISJ; 1/19 comments received from dept; 1/11 draft to dept for review; 12/20 draft metal shell solicitation	
Yes	Sheriff	Detention Plumbing Renovations	\$235,000 ARPA	2/14 Pre-bid meeting @9am; 2/3 published in ISJ; 1/19 draft to dept for review	
Yes	Commission	Architectural Services for 1 Year	\$ ARPA	2/20 bid closes; 1/24 bid published in ISJ; 1/17 comments received from dept; 1/12 draft to dept for review	
Yes	Public Works	Guardrails	\$200,000 - \$300,000 Estimate	2/19 bid closes; 2/1 bid published in ISJ; 1/17 comments received from dept	
No*	Road & Bridge	Fuel	\$900,000	2/6 bids under review; 2/5 bid closes; 1/18 issue addendum to ?'s received; 1/15 supplier questions due; 12/19 published ITB	
No	DV Grant	Family Specialist Services	\$53,250 (over a 3-year period)	12/28 present recommendation to Board; 12/19 received one bid; 12/18 proposals due at 5pm; 12/4 no questions received;	
No*	Jail	Detention Center Roof	\$750,000 ARPA	1/19 BOCC award to Contract West Roofing; 9/27 roof complete, installation 5-year warranty received, waiting on manufacturer's 20-year	

* Project in progress

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:

Jason Dye

Department:

Courts

Requestor Email:

jdye@bannockcounty.gov

Item(s) to be considered:

After hours courthouse usage on 2/21/24.

Date of meeting being requested:

02/15/2024

Time requested:

5 Minutes

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

No

List of additional attendees:

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

Work Session Request Form

Work Sessions are held on Thursdays at 9:15 AM., unless otherwise noticed Email this completed form and any supporting documents to agendarequest@bannockcounty.us by noon on Monday prior to the scheduled meeting.

Name / Department:

District Court

Email:

jdye@bannockcounty.gov

Concern/Issue/Question:

Discussion on alternative site for jury selection on upcoming trial, and a request to review and potentially sign facility contract.

There will be 209 potential jurors for an upcoming trial and there is not courtroom big enough to seat that many people.

Suggested Solution:

The Alumni Center at ISU has the space and audio-visual equipment to ensure the court meets all the requirements to select a jury from that size of jury pool.

Date of meeting being requested:

02/13/2024

How much time will be needed?

5 minutes

List of attendees:

Jason Dye



**Idaho State
University**

Facilities Use Agreement Comprehensive

THIS FACILITIES USE AGREEMENT is made and entered into between Idaho State University ("University") and **Bannock County 6th District Court** ("Permittee") for the use of University property or facilities by Permittee as outlined below.

Subject to the other provisions of this Agreement, University hereby grants to Permittee, during the Use Period, the non-exclusive right to access and use the Premises for the limited purpose as described below. University shall have the right to cancel any or all of the scheduled use of the facilities or to terminate this Agreement if Permittee fails to comply fully with the provisions of this Agreement.

CONTRACT INFORMATION

Event Information	
Event Name: Bannock County Jury Selection	Event Date(s): 2/20/24, 2/21/24 & 2/22/24
Description of Event: D6 Court Jury Selection	
ISU Facility or Premises to be Used: ICCU Event Hall	
Set Up Time: 8:00am	Take Down Time: 5:00pm
Maximum Number of Attendees: 230	
Estimated Rental Cost: \$1,050.00 per day. Additional fees for AV equipment.	
Non-Refundable Deposit Amount: N/A	Deposit Due By: N/A
Permittee Information	
Legal Name: Bannock County 6 th District Court	Doing Business As: Bannock County 6 th District Court
Mailing Address: 624 East Center St. Pocatello, ID 83201	
Name of Permittee Liaison: Ernie Moser	Liaison Title: County Commissioner
Liaison Phone: 208-236-7000 7210 KS	Liaison Email:
Permittee Information	
Legal Name: Bannock County 6 th District Court	Doing Business As: Bannock County 6 th District Court
Mailing Address: 624 East Center St. Pocatello, ID 83201	
Name of Permittee Liaison: Jeff Hough	Liaison Title: County Commissioner



**Idaho State
University**

Facilities Use Agreement Comprehensive

Permittee Information	
Legal Name: Bannock County 6 th District Court	Doing Business As: Bannock County 6 th District Court
Mailing Address: 624 East Center St. Pocatello, ID 83201	
Name of Permittee Liaison: John Crowder	Liaison Title: County Commissioner
University Information	
Name of University Liaison: Ryan Sargent	Liaison Title: Associate Vice President
Liaison Mailing Address: 1601 E. Bonneville St Pocatello, ID 83209	
Liaison Phone Number: 208-282-3755	Liaison Email: rsargent@isu.edu

- 1. Permitted Use and Dates.** Under the terms and conditions herein, University grants to Permittee a nonassignable right to use the Facilities (described in Contract Information) for the sole purpose, and no other, of the Event. Permittee is entitled to use the Facilities for the Event Date(s) (described in Contract Information). Permittee shall have a right of access and limited use of the Facilities during the Set Up and Take Down hours (described in Contract Information), for the purpose of installing equipment, preparing the Premises and equipment for use, packing and removal of equipment afterward. Use of the Facilities shall be limited to the maximum of Event attendees described in Contract Information.
- 2. Facilities.** The estimated cost for the rental of the Facilities is described in Contract Information. Permittee acknowledges that this is an estimated rental cost only and that Maintenance and requested services amounts are subject to change. Permittee agrees to pay all costs for the rental of the Facilities and all other expenses and services as further specified herein and incorporated by reference. All amounts incurred will be billed directly to Permittee. The use of the Facilities shall include all lights, access to restrooms, electricity for lights and power, and access to drinking fountains where present. The extent of the use of utilities as described above are as required for ordinary and comfortable use of the facility as determined by the facility manager. Any additional requirement, alterations, special arrangements, equipment, or services must be requested in writing with the necessary work to be performed under the direction of University, at the expense of the Permittee, and all such payments shall be in addition to the rental charge.

All such requirements must be set forth in a "Facilities Use Services Agreement Rider", signed by both parties. The maximum occupancy of the Premises shall be determined by University, whose decision shall be final. All aiseways and walkways must be kept clear for the safe movement of persons exiting and entering. Failure to comply with this provision is a material breach of this agreement. University reserves the right to interrupt during the Use Period for the purpose of making necessary public safety announcements.
- 3. Premises.** Permittee shall have access and egress from the Premises for the sole use as described in Contract Information. Upon the expiration of the Term or at any time prior, the Permittee shall



Facilities Use Agreement Comprehensive

remove all its facilities, equipment, and temporary sets and structures from the Premises and Permittee shall restore the premises, including but not limited to landscaping, buildings, fixtures, University-owned equipment, or utilities altered by virtue of this Agreement, to its original condition reasonable wear and tear excepted and such restoration shall be to the satisfaction of University and under its supervision. Costs will be assessed to Permittee if cleaning or restoration is not satisfactory to the University in its sole and absolute discretion.

- a. University will provide Permittee with access to the Premises so long as such access can be utilized without significantly disrupting or preventing normal University activities.
- b. University makes no warranties or representations regarding the suitability or non-suitability of the Premises for Permittee's purposes. Permittee accepts the Premises "AS-IS" and it is Permittee's sole responsibility to determine if Premises has the capacity and capability to accommodate the use contemplated under this Agreement. University has made no inspection of the Premises as to any existing defects or hazards. Any person entering upon the Premises enters at their own risk and impliedly accepts Premises in the existing conditions. Permittee shall hold harmless, defend, and indemnify University, its officers, officials, employees, and agents, and the State of Idaho against and for all liability, cost, expenses, claims, and/or damages for which University might otherwise become liable by reason of any accidents, or injuries to or death of any persons, or damage to property, or both, in any manner arising or resulting from, caused by, connected with or related to Permittee's presence and activities upon the Premises, regardless of how, where, or when such injury, death or damage occurs or if caused due to conditions or operation on or defects in the premises.

4. University Trademarks. Permittee shall not graphically change, modify or distort the style and/or appearance of any University Mark, without written approval from University. Permittee agrees that nothing herein shall give Permittee any right, title, or interest in the University Marks, and that the University Marks are the sole property of University. Any use of University Marks, images of the University, or its employees or students by Permittee in the marketing, reproducing, exhibiting, exploiting, and other activities surrounding the Project will preserve the integrity, character, good name and goodwill, reputation, and dignity of University, and its employees and students. Permittee agrees that it shall not use, distribute, exhibit, or exploit University Marks outside the terms and conditions of this Agreement for commercial purposes.

5. Indemnification. Permittee shall hold harmless, defend, and indemnify University, its officers, officials, employees, and agents, and the State of Idaho against any claim, lawsuit, or judgment of whatever kind, arising out of, in connection with, incident to, or caused by their use of the facility under this Agreement, unless the claim, lawsuit, or judgment is caused by the University's sole negligence or willful misconduct. This clause is intended to include but is not limited to, tort-related claims, real or personal property damage claims, and any and all claims related to intellectual property misappropriation or infringement. This provision requires that Permittee pay all costs, judgments, and reasonable attorney fees connected to any claim under this provision. In addition, Permittee shall indemnify University, its officers, officials, employees, and agents, and the State of Idaho from any claims based upon any invasion of privacy, or any improper or inappropriate use of the picture, voice, character or other representation of any person or persons.



Idaho State
University

Facilities Use Agreement Comprehensive

The obligations of indemnification and hold harmless set out in this Paragraph shall survive for that period of time that is coincident with the duration of a viable cause of action which may be asserted against the party entitled to indemnification hereunder.

- a. Permittee shall use reasonable care to prevent damage to the Facility and other University property and shall indemnify and hold harmless University and all other parties in the Facility for any claims, demands, and causes of action of any person based upon personal injuries or property damage suffered by such person resulting directly from any act or omission on Permittee's part in connection with Permittee's use of the Premises. The University assumes no responsibility whatsoever for any property brought into the Premises by Permittee.

6. **Insurance.** Permittee agrees to maintain the following insurance coverages for the duration of this Agreement. The Permittee will provide the University with proof of such insurance at the time of entering into this agreement and will ensure that University is named as an additional insured.

- a. **Commercial General Liability Insurance.** Permittee shall maintain commercial general liability (CGL) with a limit of not less than \$1,000,000 each occurrence and \$2,000,000 aggregate.
- b. **Workers' Compensation.** Permittee shall maintain all statutorily required Workers' Compensation coverages to include Employer's Liability at minimum limits of \$100,000 each accident, \$100,000 disease each employee, and \$500,000 policy limit.
- c. **Automobile Liability.** If applicable, Permittee shall maintain Automobile Liability in the amount of \$1,000,000 Combined Single Limit (Coverage shall include Non-owned and Hired auto coverage). If applicable, Motor Truck Cargo Legal Liability Special Form, including Theft, with minimum limit of \$100,000.
- d. **Professional Liability.** If applicable, Permittee shall maintain Professional Liability (Errors & Omissions) insurance of not less than \$1,000,000 on a "claims made" basis, to cover claims made during the policy period and reported within three years of the date of occurrence.

- i. All coverage shall be written on an occurrence basis and shall be underwritten by companies authorized to do business in the State of Idaho and currently rated A- or better by A.M. Best Company or otherwise acceptable to University. By requiring such minimum insurance, University shall not be deemed or construed to have assessed the risk that may be applicable to the goods and/or services provided under this Agreement. Permittee shall assess its own risks and if it deems appropriate and/or prudent, maintain higher limits and/or broader coverage. Permittee is not relieved of any liability or other obligations assumed pursuant to this Agreement by reason of its failure to obtain or maintain insurance in sufficient amounts, duration, or types.

7. **Management.** Notwithstanding this agreement, the day-to-day operation, use, and management of the Premises remain the responsibility and function of the University and its staff. The University



Facilities Use Agreement Comprehensive

reserves the right to make final decisions relating to the use of the Premises and its equipment, furnishings, and fixtures.

8. **Disruptive Use.** Should Permittee's use prove disruptive to the operations and functions of University, Permittee, upon notification by University, shall immediately cease operations until such time that Permittee is able to satisfactorily demonstrate to University that it can proceed in a manner that is not disruptive to University.
9. **Compliance with Laws.** Permittee understands and agrees to comply with all applicable local, state, and federal laws and regulations, and University policy, rules, and regulations, including but not limited to health, COVID-19, smoking, alcohol, drug, and noise regulations. University reserves the right to have any individual associated with the Project ejected from the Premises for failing to follow university rules and regulations, disrupting the operations and functions of University, or for being offensive or derogatory to students, faculty, administrators, or guests of University.
10. **Ownership.** University represents and warrants that University is the owner and/or authorized representative of the Premises and that University has the authority to grant Permittee the permission and rights herein granted.
11. **Idaho Public Records Act.** Permittee acknowledges that University is obligated to strictly comply with the Idaho Public Records Act in responding to any request for public information pertaining to this Agreement.
12. **Other Obligations.**
 - a. Permittee shall provide University with a guaranteed number of Event participants one week prior to arrival, and shall provide the University with the dates and times of scheduled arrivals and departures of Event participants.
 - b. Permittee understands that alcoholic beverages generally may not be consumed on the University campus. Neither Permittee, its employees, agents, assigns, volunteers, guests nor participants shall consume alcohol unless Permittee has obtained authorization and a permit to do so from University by completing the University's Application for Alcoholic Beverage Permit and receiving University approval. The terms of the University's Application for Alcoholic Beverage Permit shall control performance of this Agreement in the event of a conflict in terms between the Application for Alcoholic Beverage Permit and this Agreement.
 - c. University Facilities and property are "no smoking" facilities. Those individuals wishing to smoke may not do so on any University property. There are no exceptions to this requirement.
 - d. Permittee may not, without the written consent of University, put up or operate any engine or motor or machinery on the Premises or use oils, burning fluids, camphene, kerosene, naphtha gasoline, or other flammable liquid or gas for either mechanical or other purposes, or use any agent other than electricity for illuminating the Premises. Permittee will not do, or permit to be done, anything in or upon any portion of the Premises that will, in the opinion of University, conflict with the policies and procedures of University, or create a safety or security hazard, or interfere with normal business and academic operations of University. At the discretion of the University,



**Idaho State
University**

Facilities Use Agreement Comprehensive

Permittee shall pay to University upon demand such sum as shall be necessary to prevent or control or remediate any increase in hazard.

- e. University reserves the right to sell or give away refreshments, periodicals, flowers, souvenirs, mementos, and other merchandise, to conduct room checks, to control programs and or supervise the contents thereof, to take photographs and other privileges. Permittee shall not engage in or undertake the sale of any of the aforesaid or similar articles or privileges without the written consent of University.
- f. This Agreement is solely for the use of the Facilities identified herein. Additional services such as lodging, reservations, food, audio/visual, sound and lighting, and parking shall be provided by the University only upon execution of a "Facilities Use Agreement Services Rider," the terms of which shall be incorporated herein by this reference. Permittee shall provide instructions regarding any such additional services at least two weeks prior to the first date of the event. University shall endeavor in good faith to comply with such instructions, without guarantee. All costs associated with the provisions of services shall be billed to and paid by Permittee.
- g. To the extent that University, in the exercise of its discretion, must provide services for the Event, including but not limited to security services and any other services that are in addition to those provided for herein, whether or not they are requested by Permittee, Permittee shall pay for all costs associated with provision of such services. University shall not be obligated to provide any services other than those specified herein.
- h. Permittee shall not post, exhibit, or hang any signs, advertisements, or posters inside or outside any University facilities without the express written consent of University in each instance. Permittee shall remove all items posted, exhibited, or hung by the close of the Event. Permittee further agrees to immediately take down and remove all signs, advertisements, or posters of any description objected to by the University.
- i. Permittee understands and agrees that University assumes no responsibility whatsoever for any property placed in the Facilities or any other campus facility. University is hereby expressly relieved and discharged from any and all liability for any loss, injury, or damage to persons or property that may be sustained by reason of the use of the Facilities or any campus facility by Permittee during the Event. University has the sole right to collect and have custody of articles left in any building by persons attending any event or events.
- j. In the event that any portion of the Facilities is not vacated by Permittee by the last date of use under this Agreement, University then shall be, and is hereby authorized, to move and store at the expense of Permittee any and all goods, wares, merchandise and property of any and all kinds and description that are left in the Facilities. University shall not be liable for any damages or loss to said goods, wares, merchandise or other property that may be sustained in the course of removal or storage, and University is expressly released from any and all claims for damages of whatever kind or nature.



Facilities Use Agreement Comprehensive

- k. The Permittee shall compensate or reimburse the University for any and all damages caused to the University facilities, University property, and/or University equipment from Permittee's use of University Facilities. Permittee is responsible for the actions and behaviors of its employees, directors, subcontractors, agents, volunteers, and Event Participants.

13. Miscellaneous.

- a. **Relationship.** The Parties understand and agree that each is an independent contractor engaged in the operation of its own respective business, that neither Party shall be considered to be the agent, master, or servant of the other party for any purpose whatsoever, and that neither has any general authority to enter into any agreement, assume any obligations, or to make any warranties or representations on behalf of the other. Permittee shall be solely and personally liable for any and all applicable labor, taxes, insurance, required bonding, and other expenses, except as specifically stated herein.
- b. **Non-Assignability.** This Agreement is not assignable by Permittee without the express written consent of University.
- c. **Governing Law/Venue.** This Agreement shall be governed by and construed in accordance with laws of the State of Idaho, without regard to its conflicts of law provisions. Any action seeking an interpretation or enforcement of this Agreement shall be brought in state district court in Bannock County, Idaho.
- d. **Severability.** The provisions of this Agreement are severable, and if any part of it is found to be unenforceable, the other provisions shall remain fully valid and enforceable to the fullest extent permitted by law; and it is the intention of the Parties hereto that if any provision of this Agreement is capable of two constructions, one of which would render the provision void and the other of which would render the provision valid, the provision shall have the meaning which renders it valid.
- e. **Entire Agreement and Modification.** This Agreement represents the entire Agreement between the Parties and may not be altered, amended, or modified, except in writing signed by all Parties.
- f. **Non-Waiver.** University's failure to exercise its rights against Permittee for any violation of this Agreement by Permittee shall not be a waiver of University's rights in regard to any other violations, nor shall University be stopped by the failure to exercise any of its rights hereunder.
- g. **Force Majeure.** Neither party is responsible for failure to fulfill its obligations due to causes beyond its reasonable control that make the contract impossible, impracticable, or frustrate the purpose of the contract, including but not limited to: acts or omissions of government or military authority; acts of God; government or court orders, guidelines, regulations, or actions related to communicable diseases, epidemics, pandemics, or other dangers to public health; materials shortages; transportation delays; fires; floods; labor disturbances; riots; wars; terrorist acts; athletic program termination; NCAA or conference determined restrictions or



Facilities Use Agreement Comprehensive

cancellations; or any other causes, directly or indirectly beyond the reasonable control of the non-performing party, so long as such party uses its best efforts to remedy such failure or delays if reasonable to do so. A party affected by a force majeure condition shall provide written notice to the other party within a reasonable time of the onset of the condition. A force majeure condition terminates a party's obligations under this contract, unless the parties mutually agree to reschedule.

14. **Protection of Minors.** If applicable, Permittee, Permittee's Agents, and Permittee's Guests shall follow University's Protection of Minors Policy. Alternatively, the Permittee agrees to submit their own policy addressing the protection of minors to University Risk Management for approval. If the Permittee's Policy is approved by University Risk Management, then the Permittee, their agents, and guests shall abide by the rules outlined in their organization's policy. The approved Permittee's Policy will be attached to the Rider section of this Agreement. Permittee is responsible for the safety of the participants in its programs and must have plans in place to prevent and address instances of physical/sexual abuse, molestation, and harassment. Permittee is responsible for the actions and behaviors of its employees, directors, subcontractors, agents, and volunteers.
 - a. If applicable, Permittee shall maintain and purchase insurance that covers claims arising from activities sponsored by Permittee, but conducted on premises not owned by Facilities User. Commercial General Liability coverage shall include physical/sexual abuse/molestation and harassment ("abuse") coverage. Limits of liability for abuse coverage shall be at least \$1,000,000 general aggregate. A certificate of insurance must be provided as a part of this Agreement.
 - b. Failure to satisfy the above requirements may result, at the University's sole discretion, with immediate termination of this contract, without regard to any other termination provision.
15. **Deposit.** A non-refundable deposit, described in **Contract Information**, payable to Idaho State University, is required by the date shown in **Contract Information**, to secure facilities and any additional services set forth in executed Addendums or Riders for lodging, food services, audio/visual, sound and lighting, and parking. The deposit will be applied to the final Event balance. After the Event, a complete financial statement of exact costs will be provided.

Any overage will be returned to the Permittee by check within 30 days of the last date of the Event. Any amount due will be invoiced to Permittee, and will be payable upon receipt.
16. **Cancellation Policy.** In the event of cancellation, the non-refundable deposit is forfeited and Permittee will be responsible for all direct expenses incurred by University prior to cancellation.
17. **Payment Terms.** A complete financial statement and invoice will be sent to Permittee within 45 days after the last day of the Event. Payment is due within thirty (30) days after the date of invoice. Any amount not paid when due shall accrue a finance charge at a rate of ten percent (10%) per month of the outstanding balance. A six percent (6%) sales tax will apply unless Permittee submits documentation reasonable and satisfactory to the University indicating that it has tax-exempt status and that the Event falls within the tax-exempt status. If, at the discretion of the University, satisfactory documentation is not presented, the 6% (six percent) sales tax will be included on requested food items and lodging facilities.



Facilities Use Agreement Comprehensive

18. **Delinquent Accounts.** Any account that is not paid in full, including all accrued finance charges, within one year of the date of the initial invoice shall be considered delinquent. All delinquent accounts shall accrue a five percent (5%) delinquency charge. University shall have the right to recover any reasonable legal fees and/or other expenses incurred in collecting any delinquent account.
19. **Non-discrimination.** Permittee agrees that no part of this Agreement shall be performed in a manner that illegally discriminates against any person on the basis of race, sex, color, national origin, religion, age, mental or physical disability, or any other protected class.
20. **Breach, Termination.** It is expressly understood and agreed that, without prejudice to any other rights and remedies available to University, in the event of the breach by Permittee of one or more of the provisions of this Agreement, or any material misrepresentations in obtaining said Agreement, University may terminate this Agreement, re-enter the Premises, or refuse to allow Permittee to take possession, and may terminate all activities of Permittee on the Premises. University and its agents and employees shall in no way be responsible to Permittee in damages or otherwise for taking any or all of the actions authorized by this paragraph. In the event of termination, Permittee shall owe to University all amounts incurred as of the date of termination for direct expenses and shall forfeit its entire deposit.
21. **Survival of Terms.** The terms and provisions of this Agreement, and all documents being executed hereunder, if any, including, without limitation, the representations and warranties shall survive the expiration or termination of this Agreement, unless otherwise stated in this Agreement. This Agreement may only be amended by the signed written agreement of the parties.
22. **Time of Essence.** All times provided for in this Agreement, or in any other document executed hereunder, for the performance of any act will be strictly construed, time being of the essence.
23. **Sales Tax.** Permittee will be responsible to pay to the Idaho State Tax Commission the sales tax on all taxable sales.

SIGNATURE PAGE TO FOLLOW



Idaho State University

Facilities Use Agreement Comprehensive

By signing this Agreement, I, the undersigned, agree that I have authority to sign this Agreement on behalf of Permittee, that I have reviewed the terms above, and that Permittee will abide by the terms of this Agreement.

PERMITTEE

IDAHO STATE UNIVERSITY

Signature: _____

Signature: _____

Name: Ernie Moser

Name: _____

Title: Commissioner, Chairman

Title: _____

Date: 2/13/24

Date: _____

PERMITTEE

Signature: _____

Name: Jeff Hough

Title: Commissioner

Date: 2/13/24

PERMITTEE

Signature: _____

Name: John Crowder

Title: Commissioner

Date: 2/13/24



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

ERNE MOSER	JEFF HOUGH	JOHN CROWDER
Commissioner	Commissioner	Commissioner
1st District	2nd District	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:

Final Plat approval and signature of Robin Valley Estate Phase II

How much time will be needed? Meeting date requested:

5 min 2/15/24

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:

Tristan Bourquin, Alisse Foster

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

Commissioner Office Only: Date: _____ Time: _____
--



PLANNING AND DEVELOPMENT SERVICES

5500 S 5th Ave | Pocatello, Idaho 83204 | 208.236.7230 | www.bannockcounty.us

FINAL PLAT– ROBIN VALLEY ESTATES PHASE II STAFF MEMO

FILE #: SUFF-23-1 and PLRW-23-1
LOCATION: RPR4265003205, RPR42652003202, RPR4265003204, RPR4265003601, and RPRRROV000100, currently unaddressed.

SURVEYOR:	OWNER:
GVE Draft and Surveying	Elaine Christensen
Gary Evans	974 Glover Road
938 Northgate Drive	Arimo, ID 83214
Pocatello, ID 83201	

REQUEST & BACKGROUND: Devin Christensen, on behalf of Elaine Christensen, proposes a 6-lot subdivision with the proposed name of Robin Valley Estates Phase II. They are proposing individual well and septic. The total acreage is approximately 85.25 acres with approximately 29.96 acres being included in the subdivision. The building lots will be between 4.14 acres to 6.65 acres, with a density of 1 dwelling per 5.0 acres. Open space is restricted and located within each lot. A design deviation of three shared access easements was granted by Council. This subdivision is located 3.75 miles from the city of Arimo boundary.

FINAL PLAT PROCESS SUMMARY:

PRE-DEVELOPMENT CONFERENCE: (SUPD-21-2) Department approval letter dated April 19, 2021.

CONCEPTUAL/MASTER PLAN: (SUCP-21-3) Approved by Bannock County Planning and Development Council on July 16, 2021. Conditions placed by Council have been reviewed and met.

PRELIMINARY PLAT: (SUPP-22-6) Approved by Bannock County Planning and Development Council on July 20, 2022. Conditions placed by Council have been reviewed and met.

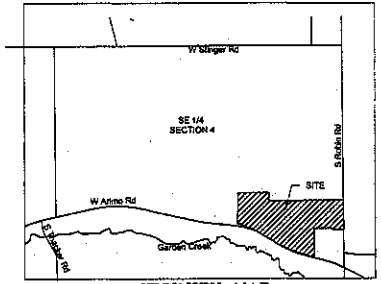
SURVEYOR PLAT REVIEW: Reviewed and approved by Adam Thayer on August 8, 2023.

REPORT BY:	MEMO DATE: February 12, 2024
Alisse Foster, Subdivision Planner	
alissef@bannockcounty.gov	

EXHIBITS:

1. Plat

ROBIN VALLEY ESTATES PHASE II
LOCATED IN THE
SE 1/4 OF SECTION 4,
T. 10 S., R. 36 E., B.M.,
BANNOCK COUNTY, IDAHO



VICINITY MAP

BOUNDARY DESCRIPTION

A TRACT OF LAND LOCATED IN THE SOUTH-EAST 1/4, SECTION 4, TOWNSHIP 10 SOUTH, RANGE 36 EAST, BOISE MERIDIAN, BANNOCK COUNTY IDAHO BEING A PORTION OF THE LAND DESCRIBED IN DEED INSTRUMENT 89000567 OF THE RECORDS OF BANNOCK COUNTY IDAHO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST 1/4 CORNER SECTION 4, TOWNSHIP 10 SOUTH, RANGE 36 EAST, BOISE MERIDIAN; THENCE SOUTH 89°58'21" WEST, ALONG THE LATITUDINAL CENTERLINE OF SECTION 4, A DISTANCE OF 33.00 FEET TO A 5/8" dia. IRON PIN WITH A PLASTIC CAP INSCRIBED PLS 5074, THE SAME BEING A POINT ON THE WEST RIGHT OF WAY LINE OF ROBIN ROAD; THENCE SOUTH 00°22'25" WEST ALONG THE WEST RIGHT OF WAY LINE OF ROBIN ROAD A DISTANCE OF 1010.85 FEET, TO AN ANGLE POINT; THENCE SOUTH 00°00'35" EAST ALONG SAID RIGHT OF WAY LINE A DISTANCE OF 98.74 FEET, TO THE SOUTHEAST CORNER OF LOT 1 BLOCK 1 OF ROBIN VALLEY ESTATES, A SUBDIVISION RECORDED IN THE RECORDS OF BANNOCK COUNTY AS INSTRUMENT 20715345, THE TRUE POINT OF BEGINNING; THENCE CONTINUING SOUTH 00°00'35" EAST, ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 84.75 FEET; THENCE NORTH 89°59'29" WEST, LEAVING SAID RIGHT OF WAY, A DISTANCE OF 214.66 FEET; THENCE NORTH 00°35'52" EAST, A DISTANCE OF 13.35 FEET; THENCE NORTH 89°59'29" WEST, A DISTANCE OF 365.00 FEET; THENCE SOUTH 00°03'15" EAST, A DISTANCE OF 500.79 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF ARMO ROAD; THENCE NORTH 73°26'28" WEST, ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 239.79 FEET TO A POINT OF NON-TANGENCY OF A 1876.90 FOOT RADIUS CURVE, CONCAVE TO THE NORTHEAST, WHOSE CENTER BEARS NORTH 16°27'42" EAST; THENCE NORTHWESTERLY ALONG SAID CURVE THRU A CENTRAL ANGLE OF 14°49'00", AND AN ARC DISTANCE OF 484.82 FEET, (THE CHORD BEARS NORTH 86°08'48" WEST, 483.47 FEET), TO A POINT OF TANGENCY; THENCE NORTH 58°44'48" WEST ALONG SAID RIGHT OF WAY, A DISTANCE OF 385.30 FEET, TO A POINT OF NON-TANGENCY OF A 187.90 FOOT RADIUS CURVE, CONCAVE TO THE SOUTHWEST, WHOSE CENTER BEARS SOUTH 29°19'03" WEST; THENCE NORTHWESTERLY ALONG SAID CURVE THRU A CENTRAL ANGLE OF 21°33'19", AND AN ARC DISTANCE OF 371.59 FEET, (THE CHORD BEARS NORTH 89°31'17" WEST, 368.47 FEET); THENCE NORTH 02°34'49" EAST, LEAVING SAID NORTH RIGHT OF WAY LINE, AND ALONG THE EAST BOUNDARY LINE OF THE LAND DESCRIBED IN DEED INSTRUMENT 20711269, A DISTANCE OF 281.12 FEET; THENCE NORTH 01°36'45" EAST, A DISTANCE OF 282.65 FEET; THENCE NORTH 89°59'21" EAST, A DISTANCE OF 545.34 FEET; THENCE SOUTH 00°17'20" EAST, A DISTANCE OF 141.47 FEET; THENCE NORTH 89°59'21" EAST, A DISTANCE OF 729.76 FEET TO THE SOUTH-WEST CORNER OF LOT 1 BLOCK 1, ROBIN VALLEY ESTATES; THENCE CONTINUING NORTH 89°56'21" EAST ALONG THE SOUTH LINE OF SAID LOT 1, A DISTANCE OF 579.51 FEET TO THE TRUE POINT OF BEGINNING.

COMPRISING 29.98 ACRES MORE OR LESS.

OWNERS CERTIFICATE

KNOW ALL MEN BY THESE PRESENTS THAT I, THE UNDERSIGNED OWNER OF THE TRACT OF LAND DESCRIBED IN THE BOUNDARY DESCRIPTION HAVE CAUSED THE SAME TO BE SUBDIVIDED INTO A BLOCK, AND LOTS TO BE HEREAFTER KNOWN AS ROBIN VALLEY ESTATES PHASE II. IT IS THE INTENTION OF ME THE OWNERS TO INCLUDE ALL OF THE LAND DESCRIBED IN THE BOUNDARY DESCRIPTION IN THIS PLAT. THE LOCATION AND DIMENSIONS OF THE BLOCK AND LOTS ARE TO BE AS SHOWN ON THE ACCOMPANYING MAP OF THE PROPERTY. THE EASEMENTS DEPICTED ON THE PLAT ARE HEREBY DEDICATED TO PUBLIC USE. ALL WATER, SEWER, AND STORM DRAINAGE FACILITIES WITHIN THE EASEMENTS ARE SIMILARLY DEDICATED. THE RIGHT TO USE ALL DEPICTED EASEMENTS AND RIGHT OF WAYS ARE RESERVED TO THE PUBLIC FOR SUCH FACILITIES AND FOR OTHER PUBLIC UTILITY PURPOSES, INCLUDING BUT NOT LIMITED TO POSTAL DELIVERY BOXES. NO STRUCTURES, OTHER THAN THOSE REQUIRED FOR SUCH PUBLIC UTILITY PURPOSES ARE TO BE ERRECTED OR PLACED WITHIN SAID EASEMENTS. ALL SUCH AREAS ARE HEREBY CONVEYED OR RESERVED TO THE PUBLIC IN PERPETUITY. THE PUBLIC MAY HAVE ACCESS TO SUCH AREAS, SUBJECT TO MUNICIPAL REGULATIONS. THE RESPONSIBILITY TO MAINTAIN THE PROPERTY DEDICATED SHALL PASS TO THE PUBLIC BODY HAVING JURISDICTION WHEN SUCH DEDICATION HAS BEEN ACCEPTED.

IN WITNESS WHEREOF, THE OWNERS DO HERELINTO SET THEIR HANDS, ROBIN VALLEY ESTATES LLC (AN IDAHO LIMITED LIABILITY COMPANY)

Elaine Christensen
ELAINE CHRISTENSEN MEMBER

IRRIGATION CERTIFICATE

THIS SUBDIVISION IS LOCATED WITHIN THE GARDEN CREEK IRRIGATION DISTRICT AND NO IRRIGATION WATER RIGHTS SHALL BE INCLUDED WITH THIS SUBDIVISION, NOR ANY ASSESSMENT LEVIED ON SUBJECT LOTS WITHIN THIS SUBDIVISION.

CULINARY WATER

THIS SUBDIVISION SHALL BE ON INDIVIDUAL WELL SYSTEMS.

NARRATIVE

THE PURPOSE OF THIS MAP IS TO DEPICT A 8 LOT RURAL RESIDENTIAL SUBDIVISION. THE SUBDIVISION IS A PART OF AN APPROVED PHASE SUBDIVISION. THIS PHASE II SHALL INCLUDE ALL LOTS DEPICTED THAT HAVE FRONTAGES ALONG ROBIN ROAD AND ARMO ROAD. ALL LOTS SHALL DESIGNATE A MINIMUM OF 50% OF AREA FOR OPEN SPACE AREA. PHASE II WILL CONSIST OF LOTS 1 THRU LOT 8 BLOCK 2. LOT 1 AND 2 SHALL ACCESS ROBIN ROAD THRU A COMMON ACCESS

ALL LOTS SHALL HAVE AT LEAST 50% AREA OF OPEN SPACE WITH NATURAL VEGETATION AND DEED RESTRICTED AGAINST FURTHER DEVELOPMENT. THE AREAS DEPICTED ARE FOR REFERENCE ONLY AND ARE SUBJECT TO CHANGE PER COUNTY APPROVAL.

ALL LOTS SHALL HAVE INDIVIDUAL SEWER DRAIN SYSTEMS AS APPROVED BY THE DISTRICT HEALTH DEPARTMENT. SEWER SEPTIC SYSTEMS SHALL MEET ALL STATE AND LOCAL STANDARDS AND AN ALTERNATE DRAIN FIELD SHALL BE DESIGNATED AT THE TIME OF CONSTRUCTION FOR EACH INDIVIDUAL LOT.

ALL LOTS SHALL HAVE INDIVIDUAL WELLS FOR CULINARY USES ONLY AND SHALL BE APPROVED BY THE DIVISION OF WATER RESOURCES AND DIVISION OF ENVIRONMENTAL QUALITY, PRIOR TO ANY CONSTRUCTION

NO OWNER IN THIS SUBDIVISION SHALL HAVE ANY WATER RIGHT PERTAINING TO ANY IRRIGATION DITCH OR CANAL WITHOUT PROPER WATER RIGHT AUTHORITY AND SHALL NOT USE ANY CURRENT IRRIGATION DITCH FOR USES WITHIN THIS SUBDIVISION FOR LANDSCAPING PURPOSES. THE IRRIGATION DITCH RUNNING ALONG THE CURRENT RIGHT OF WAY OF ARMO ROAD SHALL BE PROTECTED AND NOT USED FOR THIS SUBDIVISION. WATER SHALL BE ALLOWED TO PASS BY FREELY AND NO RIGHT OF USE SHALL BE GRANTED TO THE OWNERS OF LOTS WITHIN THIS SUBDIVISION. A 20 FOOT WIDE UTILITY EASEMENT WILL BE PROVIDED ALONG SAID RIGHT OF WAY FOR IRRIGATION AS WELL AS OTHER PUBLIC UTILITIES. ALL LOTS DESIGNATED WITH AND "R" RESTRICTION IS SUBJECT TO OPEN SPACE RULES AS PROVIDED BY BANNOCK COUNTY PLANNING STAFF GUIDANCE AND COUNTY ORDINANCE.

THE NORTH LINE OF THE SUBDIVISION WAS DETERMINED FROM THE FOUND MONUMENTS ALONG THE SOUTH BOUNDARY LINE OF ROBIN VALLEY ESTATES RECORDED INSTRUMENT NO. 20715345, OF THE RECORDS OF BANNOCK COUNTY AND AS DEPICTED HEREON THIS MAP.

THE EAST LINE WAS DETERMINED FROM THE FOUND MONUMENTS ALONG RIGHT OF WAY LINE OF ROBIN ROAD PER SAID ROBIN VALLEY ESTATES, AND PER RECORD OF SURVEY MAP INSTRUMENT 609091.

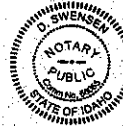
THE SOUTH LINE WAS BASED ON THE FOUND ITD BRASS CAP MONUMENTS ALONG THE RIGHT OF WAY LINE OF ARMO ROAD, AS DEPICTED ON STATE ROAD PLANS - FEDERAL AID PROJECT S-288(1), SHEET 5 OF 5.

THE WEST LINE WAS BASED ON THE FOUND MONUMENTS ALONG THE MERIDIONAL CENTER LINE OF SECTION 4, AND ADJACENT PROPERTY AS DEPICTED ON RECORD OF SURVEY MAP INSTRUMENT 2101933 AND CALLS IN THE ADJOINING DEEDS. THE LAND DESCRIBED IN DEED INSTRUMENT 21000734 DESCRIBES ALL THE LANDS OWNED BY ELAINE CHRISTENSEN BY TAX PARCEL AND GENERAL LOCATION AND WAS PRODUCED FROM A PROBATE FROM THE DEATH OF HER SPOUSE, THE ORIGINAL DEED INST. 89000567 DESCRIBES ALL THE PROPERTY OWNED BY ELAINE CHRISTENSEN

ACKNOWLEDGMENT

ON THIS 12th DAY OF February, 2024, BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC FOR THE STATE OF IDAHO, PERSONALLY APPEARED, ELAINE CHRISTENSEN, KNOWN OR IDENTIFIED TO ME AS A MANAGING MEMBER OF ROBIN VALLEY ESTATES (AN IDAHO LIMITED LIABILITY COMPANY), THAT EXECUTED THE FORGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME ON BEHALF OF THE COMPANY. IN WITNESS WHEREOF, I HAVE SET MY HAND AND OFFICIAL SEAL, THE DATE ABOVE WRITTEN.

Notary Public
Residing in _____ County, State of IDAHO.
My Commission Expires 12th DAY OF August, 2029



SANITARY RESTRICTIONS

SANITARY RESTRICTIONS ARE REQUIRED BY IDAHO CODE, TITLE 50, CHAPTER 13 HAVE BEEN SATISFIED. SANITARY RESTRICTIONS MAY BE REIMPOSED, IN ACCORDANCE WITH SECTION 50-1328, IDAHO CODE, BY THE ISSUANCE OF A CERTIFICATE OF DISAPPROVAL.

Karen Koller Reth
DISTRICT HEALTH DEPT. REPRESENTATIVE 1-23-2024 DATE

COUNTY TREASURER

PURSUANT TO 60-1308, IDAHO CODE I, JENNIFER CLARK, DO HEREBY CERTIFY THAT ALL COUNTY PROPERTY TAXES DUE ON THE PROPERTY BEING SUBDIVIDED, BOTH DELINQUENT AND CURRENT, HAVE BEEN PAID IN FULL

THROUGH _____
DATE _____
COUNTY TREASURER
JENNIFER CLARK

SURVEYOR'S CERTIFICATE

I, GERALD V. EVANS, A REGISTERED LAND SURVEYOR OF THE STATE OF IDAHO, DO HEREBY CERTIFY THAT A SURVEY WAS MADE UNDER MY DIRECTION OF THE LAND DESCRIBED IN THE ACCOMPANYING BOUNDARY DESCRIPTION AND THAT THE PLAT UPON WHICH THIS CERTIFICATION APPEARS WAS MADE UNDER MY DIRECTION. I FURTHER CERTIFY THAT THE ACCOMPANYING MAP CORRECTLY DEPICTS THE DIVISION OF THE LAND AS MARKED UPON THE GROUND, THAT THE MONUMENTATION SHOWN CONFORMS WITH THAT SET OR FOUND UPON THE GROUND, AND THAT THE PERTINENT PROVISIONS OF THE STATUTES OF THE STATE OF IDAHO TOGETHER WITH ALL LOCAL ORDINANCES PERTAINING THERETO HAVE BEEN COMPLIED WITH.



COUNTY CERTIFICATE

THE PLAT ON WHICH THIS CERTIFICATION APPEARS IS HEREBY APPROVED BY THE BOARD OF COUNTY COMMISSIONERS, BANNOCK COUNTY, IDAHO,

THIS ____ DAY OF _____, 2022

CHAIRMAN OF THE BOARD
ERNE MOBER
BANNOCK COUNTY ENGINEER
PAUL BASTIN

COUNTY CLERK
JASON DIXON

COUNTY REVIEW SURVEYOR

I, ADAM THAYER, THE REVIEWING SURVEYOR FOR BANNOCK COUNTY, HEREBY CERTIFY THAT I HAVE CHECKED THE PLAT AND COMPUTATIONS AS SHOWN HEREON AND HAVE DETERMINED THAT THE REQUIREMENTS OF IDAHO CODE 50-1305 HAVE BEEN MET, AND I APPROVE SAME FOR FILING.

COUNTY REVIEW SURVEYOR PLS 19406 DATE 1/26/24

COUNTY RECORDER

GVE DRAFTING AND LAND SURVEYING
938 NORTHGATE DR.
POCATELLO ID. 83201
208-241-8582 CELL

ROBIN VALLEY ESTATES
PHASE II
LOCATED IN THE
SE 1/4 OF SECTION 4,
T. 10 S., R. 36 E., B.M.
BANNOCK COUNTY, IDAHO

DRAWN BY: GVE/RP
PROJECT NO: 22-024
DATE: OCT. 2023
SHEET: 2 of 2



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

WORK SESSION REQUEST FORM

Work Sessions are held on Thursdays at 9:15 a.m., unless otherwise noticed.

Email this completed form and any supporting documents to agendarequest@bannockcounty.us by noon on Monday prior to the scheduled meeting.

Name/Department:

Hal Jensen/Planning

Concern/issue/question:

Zoning Ordinance Amendments

Suggested solution?

Discuss the recommendation of approval by the Planning and Development Council, for the Zoning Ordinance Amendments

How much time will be needed for this issue?

30 minutes

What meeting date is requested?

2/15/24

List of attendees:

Tristan Bourquin

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

Commissioner Office Only:

Date: _____ Time: _____

Proposed Amendments to Bannock County Zoning Ordinance 1998-1

Section 200: DEFINITIONS

Add –

AGRICULTURAL BUILDING: A structure designed and constructed to house farm implements, hay, grain, poultry, livestock or other horticultural products. This structure shall not be a place of human habitation or a place of employment where agricultural products are processed, treated, or packaged, nor shall it be a place used by the public.

AGRICULTURAL BUILDING CERTIFICATION STATEMENT: A signed and notarized document, provided by Bannock County Planning and Development Staff, which certifies that an agricultural building will be used as stated and conforms to the standards outlined in Section 402.

AGRIVOLTAICS: The co-located use of land to integrate agricultural practices with solar photovoltaic energy generation in a mutually beneficial manner.

BATTERY STORAGE FACILITY: An energy storage facility that uses battery technologies to absorb electricity, store that electricity for a period of time, and then deliver that electricity to the electric grid. Battery enclosures and battery systems, and other equipment used to support the operation of battery storage facilities, including underground or aboveground electrical transmission or communication lines, electric transformers, telecommunications equipment, and access road(s).

COMMERCIAL OPERATION DATE: The date in which the system becomes fully operational and can begin selling power.

FARM LABOR DWELLING: A residential structure specifically designed to provide housing for agricultural workers or laborers.

GAIN: The pursuit of profit or financial benefit through the utilization of land or structures.

LARGE-SCALE SOLAR POWER FACILITY: A solar energy array capable of producing and/or storing, as per *nameplate capacity*, 10 megawatts (MW) or more; or solar power facilities that encumber 100 or more acres of land.

NAMEPLATE CAPACITY: The maximum energy output that an energy generator can produce without exceeding design thermal limits.

Council Edits – Yellow Highlight**Red text – amendments to current ordinance**

PERSONAL-USE SOLAR POWER FACILITY: A solar energy array with a total nameplate capacity of 200 kilowatts or less, associated with single or two-family dwellings, or personal use.

SMALL-SCALE SOLAR POWER FACILITY: A solar energy array with a nameplate capacity of 200 kilowatts to ten megawatts that does not otherwise meet the definition of large-scale solar power facilities.

SOLAR ENERGY ARRAY: A collection of solar panels that generate electricity.

SOLAR POWER FACILITY: A solar energy array, the related facility and equipment, including but not limited to, underground or aboveground electrical transmission or communications lines, electric transformers, battery storage facility, telecommunications equipment, roads, fencing, meteorological towers, agrivoltaics systems, and/or maintenance yards and structures.

SOLAR, GROUND-MOUNTED: A solar energy array that is mounted on a rack or pole that rests on or is attached to the ground.

SOLAR, ROOF-MOUNTED: A solar energy array that is mounted on a rack fastened to or resting on a structure roof.

STRUCTURE-INTEGRATED ENERGY GENERATION SYSTEMS: The full integration of energy generation into the design and construction of a building or other structure. This term includes integrated photovoltaics such as solar roofs, solar facades, and individual lights and call boxes powered by solar cells. It also includes wind generators such as micro turbines that are integrated into bell towers and other design features of the structure.

WILDLIFE ROUTES: Wildlife routes are areas of habitat that connect wildlife populations separated by human activities or structures, as determined by the Idaho Department of Fish and Game. These routes allow for the movement of animals, facilitating gene flow between populations and providing access to essential resources such as food, water, and breeding sites.

Council Edits – Yellow Highlight

Red text – amendments to current ordinance

Edit:

Section 316 TABLE OF BUILDING BULK AND PLACEMENT STANDARDS

The following table sets forth building bulk and placement standards for the Agricultural district:

AGRICULTURAL DISTRICT

MINIMUM SETBACKS (FT)

	FROM LOCAL ROAD R-O-W	FROM ARTERIAL OR COLLECTOR ROAD R-O-W	REAR YARD	SIDE YARD
PERMITTED USES:				
Single-family Residence	30	50	30	20
Residential Accessory Structures	30	50	15	20
Accessory Structures for Commercial Agriculture	30	50	15	20
Accessory Structures for Commercial Farm Animals	100	100	100	100

CONDITIONAL USES~~TO BE DETERMINED BY THE PLANNING AND DEVELOPMENT COUNCIL~~

(±) Setbacks for all structures shall be 100' from any stream or riparian area.

Minimum lot size is one acre; density is one dwelling per 40 acres. See Section 315 for subdividing in the AG District. Larger lot sizes may be required by the Health Department.

Council Edits – Yellow Highlight

Red text – amendments to current ordinance

Edit:

Section 327 TABLE OF BUILDING BULK AND PLACEMENT STANDARDS

The following table sets forth building bulk and placement standards for the Residential Rural district:

RESIDENTIAL RURAL DISTRICT

MINIMUM SETBACKS (FT)

	FROM LOCAL ROAD R-O-W	FROM ARTERIAL OR COLLECTOR ROAD R-O-W	REAR YARD	SIDE YARD	MAXIMUM STRUCTURE HT.
PERMITTED USES:					
Single-family Residence	30	50	30	10	35
Two-Family Residence	30	50	30	10	35
Residential Accessory Structures (see section 401.C.4)	30	50	20 (a)	20 (a)	35
Agricultural Structures	30	50	20	20	
Farm Animal Structures	30	50	30	30	15
Commercial Agricultural Accessory Structures for Farm Animals	100	100	100	100	-
Non-Residential Buildings	30	50	20 (b)	20 (b)	-

CONDITIONAL USES

~~TO BE DETERMINED BY THE PLANNING AND DEVELOPMENT COUNCIL~~

~~(±) Setback for all structures shall be 100' from any stream or riparian area~~

~~(a) Or height of structure, whichever is greater.~~

~~(b) Or height of building, whichever is greater.~~

Minimum Lot Size: Five acres; see Section 326. Larger lot sizes may be required by the Health Department.

Council Edits – Yellow Highlight

Red text – amendments to current ordinance

Edit:

Section 337 TABLE OF BUILDING BULK AND PLACEMENT STANDARDS

The following table sets forth building bulk and placement standards for the Residential Suburban district:

RESIDENTIAL SUBURBAN DISTRICT

MINIMUM SETBACKS (FT)

	MINIMUM LOT AREA (a)	FROM LOCAL ROAD R-O-W	FROM ARTERIAL OR COLLECTOR R-O-W	REAR YARD	SIDE YARD	MAXIMUM STRUCTURE HEIGHT
PERMITTED USES						
Single-family Residence	1 acre*	30	50	20	10	35
Two-family Residence	¾ / D.U.*	30	50	20	10	35
Multi-Family Residence	½ / D.U.	30	50	30	20	35
Residential Accessory Structures (see section 401.C.4)	-	30	50	20(e)	10(e)	35
Farm Animal Structure	-	30	50	30	30	15
Non-residential Buildings	-	30	50	20(b)	20(b)	-

CONDITIONAL USES

TO BE DETERMINED BY THE PLANNING AND DEVELOPMENT COUNCIL

(±) Setback for all structures shall be 100' from any stream or riparian area.

(a) Larger lot sizes may be required by the District Health Department.

*Five acres is the minimum lot size where well and or septic tank/drainfield system is used within a city's area of impact. See Section 336.B.1. Minimum Lot Size: Five acres where well and or septic tank/drainfield system is used within a city's area of impact.

(b) Or the height of the building, whichever is greater.

Council Edits – Yellow Highlight

Red text – amendments to current ordinance

~~(c) Or height of the structure, whichever is greater.~~

Edit:

Section 347 TABLE OF BUILDING BULK AND PLACEMENT STANDARDS:

The following table sets forth building bulk and placement standards for the Recreation district:

RECREATION DISTRICT

MINIMUM SETBACKS (FT)

	FROM LOCAL ROAD R-O-W	FROM ARTERIAL OR COLLECTOR R-O-W	REAR YARD	SIDE YARD	MAXIMUM FREE-STAND-ING SIGN HEIGHT	MINIMUM % LAND-SCAPED	MAXIMUM STRUCTURE HEIGHT
PERMITTED USES							
Non-residential Uses	30	50	20	20 (b)	20	5%	35
Accessory Bldg. for Non-res. Uses	30	50	10	20 (b)	N/A	--	--
Parking Lots	30	50	0	0	5	5%	N/A
Residential Uses (a)	30	50	20	10	N/A	--	35
Residential Accessory Structures	30	50	10 (b)	10 (b)	N/A	--	--
Agricultural Structures	30	50	10	10	N/A	--	15
Farm Animal Structures	30	50	30	30	N/A	--	15

CONDITIONAL USES

~~TO BE DETERMINED BY THE PLANNING AND DEVELOPMENT COUNCIL~~~~(1) All structures shall be 100' from any stream or riparian area.~~~~(a) One-acre minimum lot area; larger lot sizes may be required by the Health Department.~~~~(b) Or height of building, whichever is greater.~~

Council Edits – Yellow Highlight

Red text – amendments to current ordinance

Edit:

357 TABLE OF BUILDING BULK AND PLACEMENT STANDARDS:

The following table sets forth building bulk and placement standards for the Multiple Use district:

MULTIPLE USE DISTRICT

MINIMUM SETBACKS (FT)

	FROM LOCAL ROAD R-O-W	FROM ARTERIAL OR COLLECTOR R-O-W	REAR YARD	SIDE YARD	MAXIMUM STRUCTURE HEIGHT	MINIMUM % LAND-SCAPED	MAXIMUM FREE-STANDING SIGN HEIGHT
PERMITTED USES							
Residential Uses (a)	30	50	20	10	35	--	N/A
Accessory Bldg. for Non-res. Uses	30	50	10 (b)	10 (b)	--	--	N/A
Non-residential Uses	25	50	20 (b)	20 (b)	35	5 %	20
Parking Lots	25	50	10	10	N/A	5 %	5
Accessory Buildings, Non-residential uses	25	50	10	20 (c)	--	--	N/A
Agricultural Structures	30	50	10	10	--	--	N/A
Farm Animal Structures	30	50	30	30	15	--	N/A

CONDITIONAL USES

~~TO BE DETERMINED BY THE PLANNING AND DEVELOPMENT COUNCIL~~

~~(a)~~ All structures shall be 100' from any stream or riparian area.

~~(a)~~ One-acre minimum lot area; larger lot sizes may be required by the Health Department.

~~Smaller lots with one dwelling per acre density allowed in Open Space subdivisions; see Subdivision Ordinance 1997-4.~~

~~(b)~~ Or height of structure, whichever is greater.

~~(c)~~ Or height of building, whichever is greater.

Council Edits – Yellow Highlight

Red text – amendments to current ordinance

Edit:

367 TABLE OF BUILDING BULK AND PLACEMENT STANDARDS:

The following table sets forth building bulk and placement standards for the Commercial General district:

COMMERCIAL GENERAL DISTRICT

MINIMUM SETBACKS (FT)

	FROM LOCAL ROAD R-O-W	FROM ARTERIAL OR COLLECTOR R-O-W	REAR YARD	SIDE YARD	MAXIMUM STRUCTURE HEIGHT	MINIMUM % LAND-SCAPED	MAXIMUM FREE-STAND-ING SIGN HEIGHT
PERMITTED USES							
Non-residential uses as listed in CG District	10	50	Bldg. Code	Bldg. Code	--	5 %	25
Parking Lots	10	50	--	--	N/A	5 %	5
Accessory Buildings	10	50	Bldg. Code	Bldg. Code	15	--	N/A
Residential Uses (a)	25	50	20	7	--	--	N/A

~~NON-RESIDENTIAL USES & CONDITIONAL USES~~

~~TO BE DETERMINED BY THE PLANNING AND DEVELOPMENT COUNCIL~~

~~(1) All structures shall be 100' from any stream or riparian area.~~

~~(a) or as determined by PLANNING AND DEVELOPMENT COUNCIL FOR CONDITIONAL USE PERMIT.~~

One-acre minimum lot area; larger sizes may be required by the Health Department.

Council Edits – Yellow Highlight

Red text – amendments to current ordinance

Edit:

376 TABLE OF BUILDING BULK AND PLACEMENT STANDARDS:

The following table sets forth the building bulk and placement standards for the Light Industrial Wholesale district.

LIGHT INDUSTRIAL AND WHOLESALE DISTRICT

MINIMUM SETBACKS (FT)

	FROM LOCAL ROAD R-O-W	FROM ARTERIAL OR COLLECTOR R-O-W	REAR YARD	SIDE YARD	MAXIMUM FREE-STANDING SIGN HEIGHT	MINIMUM % LAND-SCAPED
PERMITTED USES						
Uses as listed in LIW District	10	50	Bldg. Code	Bldg. Code	35	5 %*
Parking Lots	10	50	--	--	5	5 %*
Accessory Buildings	10	50	Bldg. Code	Bldg. Code	N/A	--

~~CONDITIONAL USES – TO BE DETERMINED BY THE PLANNING AND DEVELOPMENT COUNCIL~~

* See 375.A

(±) All structures shall be 100' from any stream or riparian area.

Council Edits – Yellow Highlight

Red text – amendments to current ordinance

Edit:

386 TABLE OF BUILDING BULK AND PLACEMENT STANDARDS:

The following table sets forth the building bulk and placement standards for the Industrial district.

INDUSTRIAL DISTRICT

MINIMUM SETBACKS (FT)

	FROM ANY ROAD R-O-W	REAR YARD	SIDE YARD	MAXIMUM FREE-STAND-ING SIGN HEIGHT	MINIMUM % LAND-SCAPED
PERMITTED USES					
Uses as listed in Industrial District	10	Bldg. Code	Bldg. Code	35	5 %*
Parking Lots for permitted uses	10	--	--	5	5 %*
Accessory Buildings	10	Bldg. Code	Bldg. Code	N/A	N/A

CONDITIONAL USE

~~TO BE DETERMINED BY THE PLANNING AND DEVELOPMENT COUNCIL~~

(1) Setback from Collector or Arterial road may be greater depending on internal traffic pattern of site. All structures shall be 100' from any stream or riparian area.

One-acre minimum lot area; larger sizes may be required by the Health Department.

*see Section 375.A.

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Red text – amendments to current ordinance

Add to:

Section 395 USE REGULATIONS SUMMARY

RESIDENTIAL USES:

	AG	RR	RS	REC	CG	LIW	I
Farm Labor Dwelling	P	C	N	C	N	N	N
Personal-use Solar Power Facilities	P	P	P	P	P	P	P

NON-RESIDENTIAL USES:

Small-scale Solar Power Facilities	C	N	N	N	C	C	C
Large-scale Solar Power Facilities	C	N	N	N	C	C	C

Add

402 AGRICULTURAL BUILDING EXEMPTIONS

Structures or buildings that meet the definition of Agricultural Building will only be required to obtain an agricultural structure permit in lieu of a building permit, as long as they meet the following criteria:

- A. The parcel or tract of land is more than five contiguous acres.
- B. The parcel or tract of land has an agricultural taxation, according to the Bannock County Assessor’s office.
- C. The applicant submits a signed and notarized Agricultural Building Certification Statement. This document will be recorded by staff with the Bannock County Recorder’s office.

A building that qualifies for an agricultural exemption must submit an application for an agricultural structure permit to assure compliance with this Section, but is exempt from a building permit, building code requirements, and associated inspections.

Add

403 FARM LABOR DWELLINGS

- A. All bona fide farm, ranch, or dairy operations may have up to two (2) additional permitted dwelling units on one parcel, for individuals employed in various agriculture-related activities. The following provisions shall apply:

Council Edits – Yellow Highlight**Red text – amendments to current ordinance**

1. The owner of the real property shall be the applicant, unless a letter of authorization to establish an authorized agent has been obtained.
 2. The parcel must be a minimum of 10 acres in size.
 3. The farm labor dwellings should be in close proximity to the operating farm, ranch, or dairy of employment.
 4. The dwelling must meet all setback requirements.
 5. The dwelling must meet all other requirements of this Ordinance, pertaining to residential uses.
 6. The applicant must obtain approval for water and sanitary facilities from the appropriate agencies.
- B. The dwelling cannot be sold as a separate parcel.
- C. The dwelling shall not be used as a rental unit for non-farm labor.

Add

452 LARGE- AND SMALL-SCALE SOLAR ENERGY POWER FACILITIES

A. PURPOSE AND SCOPE

This Section establishes the regulations for new and expanding large-and small-scale solar energy generation facilities in Bannock County. The regulations contained herein are designed to promote the proper location and development of such projects based on the effective use of local resources; and avoid unreasonable adverse impacts on the use and peaceful enjoyment of nearby lands for lawful purposes.

B. BASIC PROVISIONS

1. **Relationship to Other Procedural Requirements:** The following requirements are in addition to the other procedural requirements for development within this Ordinance. Where there is a conflict between these requirements and those noted elsewhere in this Ordinance, the requirements of this Section shall govern.

Council Edits – Yellow Highlight**Red text – amendments to current ordinance**

2. **Permit Required:** A conditional use permit is required, as outlined in Section 530, for large- and small-scale power facilities. Additional requirements, specific to solar power facilities, are outlined within this Section.
3. **Coordination and Documentation:** The applicant shall provide the County with copies of applications for state and federal permits and licenses at the time of submitting a conditional use permit application, or within 30 calendar days after receiving notice of an incomplete application. Upon the issuance of any state or federal permits or licenses, environmental assessments, records of decision, memoranda of understanding, exemptions, variances, or other similar authorizations of approvals related to the proposed solar power facilities, the applicant shall provide copies of these documents to the County.
4. **Site Review:** Site review, as outlined in Section 503, is required for proposed large-and small-scale solar power facilities. The County serves as the lead coordinating agency in approval of these facilities located in the County, unless preempted by state or federal law. The County will avoid duplicating the actions of other governmental agencies to the extent the County standards or equivalent standards have been addressed by those agencies. During review of a proposed solar power facility, the County may adopt the reports and findings of other government agencies as part of a conditional use permit.
5. **Burden of Proof:**
 - a. The applicant shall have the burden of proving compliance, and the intent to comply, with the applicable requirements of this Ordinance. In addition to the application requirements detailed in this Ordinance, the County reserves the right to require additional information as needed to make an informed decision regarding a permit request.
 - b. The applicant shall have the burden of proving whether or not they are in an airport influence area and shall provide documentation that shows compliance with or exemption from all Federal Aviation Administration (FAA) Regulations.

C. ADDITIONAL CONDITIONAL USE PERMIT REQUIREMENTS FOR LARGE-AND SMALL-SCALE SOLAR POWER FACILITIES

The application shall include the following, in addition to any other requirements outlined in Section 530:

Council Edits – Yellow Highlight**Red text – amendments to current ordinance**

1. Name, address, phone number, and email address of the applicant. If the applicant is not the property owner, the name, phone number, address, and email address of the property owner shall be supplied along with a notarized letter of authorization that the applicant is an agent of the owner;
2. Site plan(s) showing the physical features and land uses of the project area, both before and after construction of the proposed solar power facility. The plan shall include a legible plot plan, drawn to scale, showing:
 - a. Property lines and improvements located on the subject property, **certified by an Idaho Licensed Surveyor**, including the location, dimensions, and types of existing major structures, including the septic tank and drain fields, wells, canals, laterals, easements, etc.;
 - b. Project boundaries, **certified by an Idaho Licensed Surveyor**;
 - c. Location of the proposed project describing the method and location of mounting required including (as applicable) towers, foundations, guy anchors, and/or associated equipment;
 - d. Proposed height and setback for project equipment;
 - e. The right-of-way of any public road, contiguous with the property, and any overhead utility lines;
 - f. Wildlife migration routes, big game winter range, or other sensitive wildlife habitats, and other environmentally sensitive areas, as determined by Idaho Fish and Game, on or within 300' of the project boundaries;
 - g. Any historic, cultural, or archeological resources, on or within 300' of the project boundaries;
 - h. The location, height, and dimensions of existing and proposed structures and fencing;
 - i. The location of existing and proposed grades, dimensions, and surfacing of temporary and permanent on-site roads and access roads from the nearest public road;

Council Edits – Yellow Highlight**Red text – amendments to current ordinance**

- j. State and federal resources, lands, and other protected areas within 300' of the project site;
 - k. Existing topography with contours at intervals that accurately depict the site, depending on the size and slope of the site;
 - l. Water bodies, waterways, canals, wetlands, and drainage channels;
 - m. The location of, and distances to, onsite and adjacent residences; and
 - n. The location and distance to airport influence areas.
 - i. Solar energy projects shall submit approval of installation within an airport influence area from the Federal Aviation Administration (FAA).
3. Copies of desktop wildlife studies applicable to the project site.
 4. A list of permits, approvals, or other actions that the applicant has requested or will request from other government agencies or from public or privately-owned utility companies serving the site.
 5. A transportation plan showing how vehicles would access the site and describing the impacts of the proposed solar power facility on the local and regional road system during construction and operation.
 6. A revegetation plan for restoring areas temporarily disturbed during construction.
 7. A drainage and erosion control plan for construction and operation of the solar power facility.
 8. A fire protection and mitigation plan for construction and operation of the solar power facility.
 9. An Inadvertent Discovery Plan (IDP), per Idaho State Historical Society, to demonstrate how archaeological, historical, or cultural sites or artifacts found at the site will be protected, if identified.

Council Edits – Yellow Highlight**Red text – amendments to current ordinance**

10. A plan for weed control, which shall certify that the plan will be implemented during construction and operation of the proposed solar energy project.
11. A decommissioning plan as outlined in 452.E.
12. Solar array system specifications including rated nameplate capacity and height above ground, or roof, whichever is applicable.

D. DURATION OF APPROVAL:

A conditional use permit for a large-and small-scale solar power facility shall be valid for a term of two (2) years, from the date of approval by Council, unless prior to expiration, a building or zoning permit are issued.

A conditional use permit for a large-and small-scale solar power facility subject to lapse may be renewed extended by the Planning and Development Council for an additional period of two (2) years, provided that prior to the expiration date, a written request for renewal is filed with the Planning and Development office.

An additional extension of up to two (2) years may be granted by the Board of County Commissioners, provided that prior to the expiration date, a written request for renewal is filed with the Planning and Development office.

All extensions will be heard as a business item. Extensions will only be granted upon showing there has been progress of the project. The Council or Commission have sole (would like this word addressed by Commission/Legal. Is reasonable a better term?) discretion to determine whether a showing of progress has been made. The maximum number of extensions shall not exceed two (2) requests. The maximum time from approval of the conditional use permit shall not exceed six (6) years total.

E. TERMINATION AND DECOMMISSIONING:

The decommissioning process involves the shutdown, removal, and repurposing of solar installations. The applicant shall demonstrate the following, as part of their decommissioning plan:

1. The decommissioning plan shall be certified by an Idaho Professional Engineer, including provisions for removal of all improvements, including equipment, fencing, foundations, and roads, and restoration of soil and vegetation. The decommissioning plan shall include the following:

Council Edits – Yellow Highlight

Red text – amendments to current ordinance

- a. Removal of aboveground and underground equipment, structures, and all foundations below grade.
 - b. Restoration of the surface grade and soil after removal of aboveground and underground structures and equipment including removal of graveled areas and access roads.
 - i. If on leased property, the plan may incorporate executed agreements with the landowner to leave access roads, fences, gates, or buildings in place. It may also include restoration of agricultural crops or forest resource land.
 - c. Revegetation of restored soil areas with native seed mixes and plant species suitable to the area, consistent with the weed control plan.
 - d. Information regarding the protection of public health and safety and for protection of the environment and natural resources during site restoration.
 - e. A schedule for completion of site restoration work.
 - f. The anticipated life of the project.
 - g. The estimated decommissioning cost in current dollars and showing adjustments for inflation, including an explanation of the basis for the estimate and assumptions.
 - h. Assurance that funds will be available for decommissioning and removal.
2. Prior to issuance of the building permit, the applicant shall provide an irrevocable standby letter of credit, bond, or alternate form of security, as approved by the Bannock County Commissioners, to assure proper decommissioning of the site. The funds will be in the amount equal to 20% of the cost estimate provided.
 3. Ten years after the commercial operation date, ~~which is the date when the system becomes fully operational and can begin selling power,~~ an irrevocable standby letter of credit, bond, or alternate form of security, as approved by the Bannock County Commissioners, the remaining amount due for proper

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decommissioning of the site must be submitted. The funds will be in the amount equal to 120% of the total decommissioning costs, (have Commission review whether 'less the salvaged value' be included here. If Commission would like to add this verbiage, 'salvaged value' should be defined.) based on the decommissioning plan or updates thereof, minus the 20% already provided.

4. The decommissioning report, completed by an Idaho Professional Engineer, must be updated every five (5) years during the on-going operation of the solar power facility and must be in place throughout the life of the solar power facility.
5. If the solar power facility fails to commence or halts construction for a period of 12 consecutive months or ceases operation for 12 consecutive months, the owner of the solar power facility and/or the landowner will restore the site according to a plan approved by the Commission, unless a time extension is granted by the Commission.
6. The County reserves the right to require additional information or components to the decommissioning report, as deemed necessary, to ensure that an adequate proposal is in place to decommission the facility in its entirety with adequate funds available.
7. The County may seek injunctive relief to the effect of complete decommissioning, as well as the county's right to seek reimbursement from applicant or applicant's successors for decommissioning costs in excess of the amount bonded.
8. The applicant, owner, and/or operator of the solar power facility shall defend, indemnify, and hold harmless Bannock County and its officials from and against any and all claims, demands, losses, suits, causes of action, damages, injuries, costs, expenses, and liabilities whatsoever, including attorney's fees, without limitation, arising out of acts or omissions of the applicant, owner, and/or operation associated with the construction and/or operation of the solar power facility.
9. The Bannock County Planning and Development office must be immediately notified, by certified mail, of any change in ownership or management of the solar power facility, with proof that the decommissioning bond is in place within 30 days of such change.

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10. The owner or operator shall notify the Bannock County Planning and Development office, by certified mail, of the proposed date of discontinued operations and plans for removal.

F. EXEMPTIONS:

Uses and activities including (but not limited to) natural gas project pipelines, petroleum project pipelines, electric transmission and distribution lines, and structure-integrated energy generation systems shall not be regulated by resolution, policy, or ordinance enacted by any county, incorporated or unincorporated area, special use district, or other local government entity of any kind that:

1. Prohibits, or has the effect of prohibiting, the authorized connection or reconnection of an electric, natural gas, propane, or other energy utility service provided by a public utility, municipality, or cooperative utility;
2. Restricts, or has the effect of restricting, the source of the electricity, natural gas, propane, or other energy utility service provided by a public utility, municipality, or cooperative utility; or
3. Requires residents or businesses within the county to use a particular type or generation source of electricity, natural gas, propane, or other fuel.

G. DETERMINATION OF SCALE

The classification of the scale of a solar power facility is not determined by the placement on different parcels. Scale, in the context of solar power facilities, refers to the size and capacity of the solar installation. Placing solar power facility infrastructure on different parcels may be influenced by various considerations, including land availability, sunlight exposure, and logistical factors; however, the scale classification is tied to the capacity and size of the solar installation.

H. GENERAL REQUIREMENTS

In addition to the other requirements solar power facilities are subject to within this Section, the following general requirements must be met, unless otherwise noted.

1. **Access and Parking:** The applicant has secured, or can secure, all necessary access approvals from the applicable highway jurisdiction for access points for

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temporary and permanent project roads and parking areas at the project site.

The applicant agrees to:

- a. Use existing roads for access, and avoid construction of new roadways, to the extent practical.
 - b. Restore the natural grade and revegetate land used for temporary access roads, equipment staging areas, parking, and field office sites used during construction of the solar power facilities.
 - c. Construct and maintain all-weather access roads as needed to assure adequate, safe, and efficient emergency vehicle and maintenance vehicle access to the site.
2. **Erosion and Sediment Control:** The applicant must conduct roadwork and other site development work in compliance with a National Pollutant Discharge Elimination System (NPDES) permit as required by U.S. Environmental Protection Agency regulations and the Bannock County Erosion and Sediment Control Ordinance. Applicants must submit copies of their NPDES permit and erosion and sediment control plan as part of the building permit application. The plan must include measures to prevent damage to local roads and adjacent areas.
 3. **Fire Protection:** The owner/operator must implement fire protection measures for the construction and operation of the solar power facility that are acceptable to the County and other land management agencies adjacent to the proposed energy project, if any.
 4. **Fish, Wildlife, and Native Plant Protection:** The applicant of the solar power facility shall provide a record of consultation with Idaho Department of Fish and Game and U. S. Fish and Wildlife Service to ensure that the proposed solar power facility will be designed, constructed, and operated in a way that avoids, minimizes, or mitigates significant adverse impact to fish, wildlife and native plant resources, including fish and wildlife habitat, migratory routes, and state or federally listed threatened or endangered fish, wildlife, or plant species. All requirements outlined by said agencies must be met prior to start of development construction. Measures to reduce significant impact may include, but are not limited to, the following:

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- a. Identify and buffer sensitive wildlife habitats when considering infrastructure placement and operation, especially during big game wintering and bird nesting periods. Consult with Idaho Department of Fish and Game throughout the planning process to determine specific sensitive areas for priority species.
 - b. Bury transmission lines between facilities and substations to reduce electrocution and collision risk for birds. If burying is not feasible, Applicants ~~should~~ **must** follow the Avian Power Line Interaction Committee's (APLIC) guidelines for mitigating electrocution and collision risk for birds.
 - c. Avoid construction activities near nesting locations of sensitive and endangered species, as determined by Idaho Fish and Game, during sensitive breeding periods and use appropriate construction buffers around known sites.
 - d. Use wildlife-friendly fence design, to include movement options around and through facilities to maintain sufficient corridors and prevent winter loss of big game.
5. **Protection of Historical and Cultural Resources:** Construction and operation of the proposed solar power facility shall not cause significant adverse impact to historical and cultural resources identified by the State Historic Preservation Office or identified in the Comprehensive Plan. The applicant agrees to implement an IDP to demonstrate how archeological, historical, or cultural artifacts found at the site will be protected during construction and/or operation of the solar power facility, in compliance with applicable county, state, and federal law.
6. **Visual Impact:** Applicants must demonstrate the intent to reduce the visual impact of construction and operation of the proposed solar power facility. Visual impacts should be mitigated or minimized, to the extent practical, by methods that may include, but are not limited to, the following:
- a. Natural topography should be used to obscure the solar power facility.
 - b. Use materials and colors that blend with the background unless otherwise required by the Federal Aviation Administration.

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- c. Retain and/or plant vegetation to obscure views of the solar power facility.
- d. Set the energy facilities back 100' from the edge of all public rights-of-way and 50' from all other front, side, or rear property lines, **excluding internal property lines within the facility boundaries**. All structures that are part of the solar energy facility must be a minimum of 150' from all residential dwellings. Solar energy facilities shall be set back a minimum of 150 feet from the Portneuf River Lava Rim and the Marsh Creek Lava Rim.
- e. Exposed hardware, supporting structures, frames, and piping shall be finished in non-reflective surfaces. Roof-mounted solar systems shall be compatible with the color scheme of the roof.
- f. Roof-mounted solar systems are limited in area based on what the structure will support, as determined by an Idaho Licensed Structural Engineer.
- g. Solar panels shall be placed such that concentrated solar radiation or glare shall not be directed onto nearby properties and/or roadways.
- h. Height of the structures shall adhere to the following:
 - i. Roof-mounted solar: System's total height (including building and panels) shall be no greater than is allowed for the building, according to the setbacks established in the proposed zoning district.
 - ii. Ground-mounted solar: The height is variable **and will be determined by the Director and/or Council, based on the surrounding uses. based on the type of solar facilities proposed and will have a maximum height of 20 feet, when array is at full tilt.**
- i. All wiring to and from a solar energy unit and facility shall be placed underground, enclosed in conduit, or otherwise obscured from view.
- j. The proposed solar power facility has been designed and will be constructed so that ground leveling is limited to those areas needed for

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effective solar energy collection, so that natural ground contours are preserved to the greatest extent practical.

7. **Prevent Misdirection of Solar Radiation:** The applicant shall certify that the proposed solar power facility has been designed and will be operated to prevent the misdirection of concentrated solar radiation onto nearby property and public roads.

I. ADDITIONAL STANDARDS FOR AGRIVOLTAICS

In addition to meeting the other requirements of this Section, agrivoltaics shall be regulated as follows:

1. **Co-Location Compatibility:** Projects must demonstrate that the proposed project is compatible with the continuing use of the land for agricultural purposes. Such purposes include, but are not limited to, the use of land for grazing, crop production, and beekeeping.
2. **Return to Agricultural Use:** When an agrivoltaic project ceases operation, the energy operation shall comply with the decommissioning requirements of this Section and disturbed areas shall be returned fully to agricultural use.

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

Work Session Request Form

Work Sessions are held on Thursdays at 9:15 AM., unless otherwise noticed Email this completed form and any supporting documents to agendarequest@bannockcounty.us by noon on Monday prior to the scheduled meeting.

Name / Department:

Kristi Klauser/Auditing

Email:

kristik@bannockcounty.us

Concern/Issue/Question:

ARPA update

Suggested Solution:

Date of meeting being requested:

02/15/2024

How much time will be needed?

15 minutes

List of attendees:

Tony Manu, Dan Kendall, Shanda Crystal, Scott Crowther, Braeden Clayson, Matt Olsen