

Table of Contents

Agenda 2

Presenting a quarterly Southeast Idaho Public Health Department update 4

Requesting to change the name of a road in the Canyon Creek Subdivision (action item) 5

Fairboard quarterly update (potential action item) 8

Seeking approval of and signature on a contract requesting a fee waiver for 4-H Awards night (action item) 9

..... 9

Discussion regarding use of the van for Extension personnel (action item) 17

Procurement update 18

Commissioners' Agenda

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

Times subject to change within 15 minutes of stated time.

Thursday, October 17, 2024

9:00 AM Claims Meeting and Work Session (action items)

Claims Agenda:

- Board of Ambulance District: Invoices and Commissioner Report
- Board of Commissioners: Invoices, Commissioners Reports, and Credit Applications
- Salary Rate Approval Forms/Notice of Separation with Potential Executive Session under Idaho Code §74-206(1)(a)&(b) regarding personnel with potential action following adjournment of Executive Session
- Payroll Report
- Alcohol Licenses and Permits
- Certificate of Residency Approval
- Mileage Reimbursement Requests
- Technology Request Form
- Memorandum Authorization for Accounts Payable
- Cardholder User Agreement and Authorization

Work Session Agenda:

- Maggie Mann, SIPH, presenting a quarterly update
- Geoffrey Williams, requesting to change the name of a road in the Canyon Creek Subdivision (requested 15 minutes) (action item)
- Fairboard quarterly update (potential action item)
- Scott Crowther, Business Manager and Event Director, seeking approval of and signature on a contract requesting a fee waiver for 4-H Awards night (requesting 5 minutes) (action item)
- Nikola Ennis, Ag Extension, pertaining a discussion regarding use of the van for Extension personnel (requested 5 minutes) (action item)
- Shanda Crystal, Chief Procurement Officer, providing a procurement update

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 9:00 AM, unless otherwise noticed. Email this completed form any supporting documents to agendarequest@bannockcounty.gov by noon on the Monday prior to the scheduled meeting.

Name / Department:

Maggie Mann - SIPH

Email:

mmann@siph.id.gov

Concern/Issue/Question:

Presenting a quarterly update for Southeast Idaho Public Health

Suggested Solution:

Date of meeting being requested:

10/17/2024

How much time will be needed?

15 minutes

List of attendees:



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

AGENDA REQUEST FORM

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

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

Name/Department:

Geoffrey Williams

Item to be considered/background:

Re-naming of Morningstar Drive To Angilee's Way

How much time will be needed? Meeting date requested:

15 minutes

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:

geoffrey_williams73@yahoo.com.au
Alise Foster & Hal Jensen, Tristan Bourquin

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

Commissioner Office Only:

Date: _____ Time: _____

CANYON CREEK SUBDIVISION PHASE 1

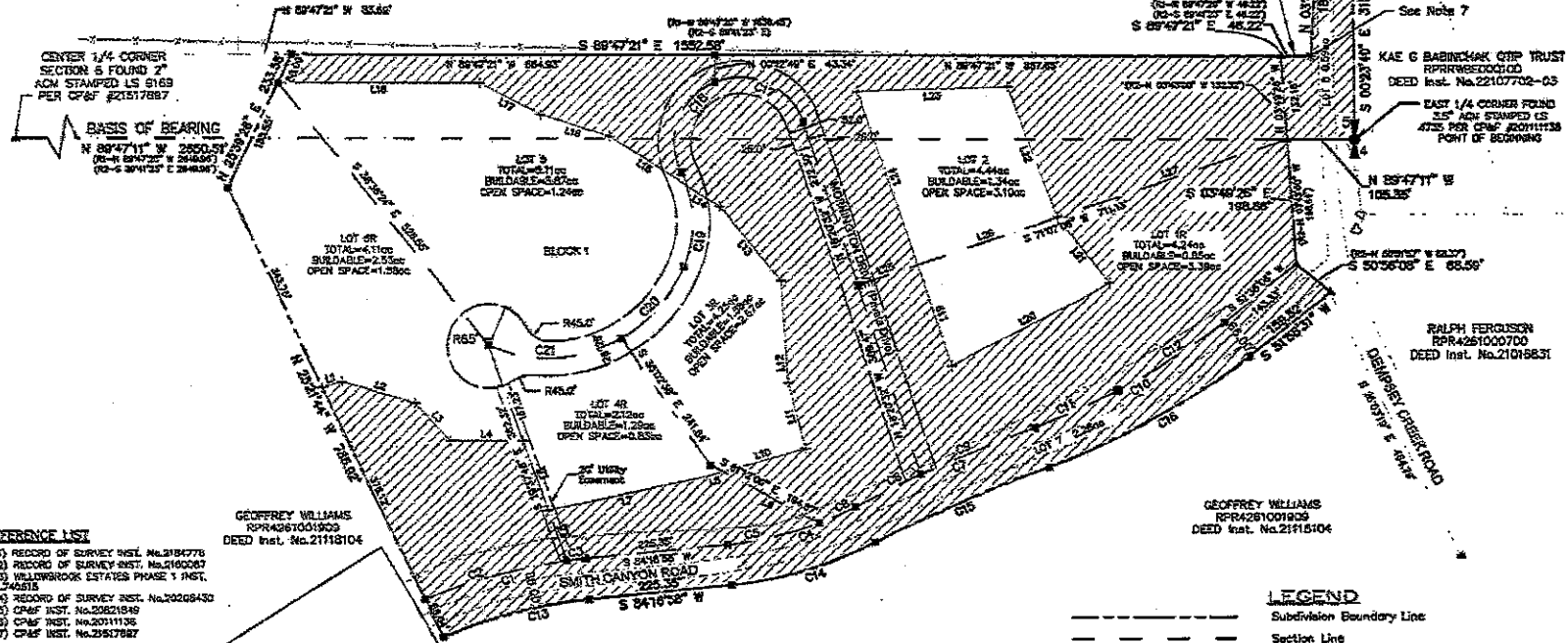
A PORTION OF THE SE1/4 OF THE NE1/4 AND THE NE 1/4 OF THE SE1/4 OF SECTION 5, TOWNSHIP 10 SOUTH, RANGE 38 EAST, B.M., BANNOCK COUNTY, IDAHO 2022



SCALE: 1" = 120'

2600 MOUNTAIN ROAD LLC RPR426101503 DEED Inst. No.22105558

2600 MOUNTAIN ROAD LLC RPR426101501 DEED Inst. No.22105558

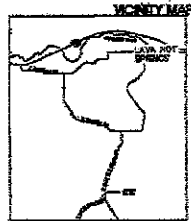


REFERENCE LIST

- (01) RECORD OF SURVEY INST. No.21840776
- (02) RECORD OF SURVEY INST. No.21620081
- (03) WILLOWBROOK ESTATES PHASE 1 INST. No.242618
- (04) RECORD OF SURVEY INST. No.20208430
- (05) CP&F INST. No.20821849
- (06) CP&F INST. No.20111136
- (07) CP&F INST. No.21817827

NOTES

- 1) MORNINGTON DRIVE IS A PRIVATE DRIVE AND THE ADJACENT LOT BOUNDARIES RUN ALONG THE CENTERLINE OF SAID DRIVE. A 32.00 FOOT WIDE EASEMENT (26.00 FEET ON EACH SIDE OF CENTERLINE) IS BEING DEDICATED FOR ALL ADJACENT LOT OWNERS FOR ACCESS AND PUBLIC UTILITIES.
- 2) A UTILITY EASEMENT HAS BEEN PLACED ALONG THE BOUNDARY LINE OF LOTS 4 AND 8 AS SHOWN HEREON.
- 3) LOT 7 IS TO BE DEDICATED TO BANNOCK COUNTY AS SMITH CANYON ROAD RIGHT OF WAY. LOT 7 WAS DETERMINED BASED UPON THE CENTERLINE OF PRESENT DAY SMITH CANYON ROAD AND THEN OFFSETTING SAID CENTERLINE 33.0 FEET LEFT AND RIGHT OF SAID CENTERLINE. THE EASTERN END OF SAID ROAD TAPERES DOWN FROM A 66.00 FOOT RIGHT OF WAY ALONG DEMPSEY CREEK ROAD TO 66.00 FEET ON SMITH CREEK ROAD AS PLOTTED HEREON.
- 4) LOT 8 IS TO BE DEDICATED TO BANNOCK COUNTY AS PART OF BANNOCK CREEK ROAD RIGHT OF WAY.
- 5) ALL DRIVEWAYS SERVING TWO (2) OR MORE LOTS MUST BE BUILT TO COUNTY STANDARDS.
- 6) PER THE BANNOCK COUNTY SUBDIVISION ORDINANCE SECTION 404.B, ALL LOTS THAT HAVE SLOPES IN EXCESS OF 20% GRADE OVER MORE THAN 25% OF THE LOT, MUST BE RESTRICTED AND ARE MARKED WITH AN "X" ON THIS DOCUMENT.
- 7) NO CORNER WAS SET DUE TO STEEP OUP SLOPE. POSITION IS WITNESSED BY MONUMENTS WESTERLY AND NORTHERLY OF THE ANGLE POINT IN LOT 5.
- 8) LOTS IN THIS SUBDIVISION WILL BE SERVED BY INDIVIDUAL SEPTIC SYSTEMS.
- 9) THE INDIVIDUAL LOTS IN THIS SUBDIVISION WILL BE SERVED BY INDIVIDUAL WELLS PER DWR.



SUCCESSORS NOTE:

The Boundary Resolution for this subdivision (plot was established by Gordon T. Payne, PLS license number 184025, the proceeding Successor 1 Licensee N. Koerner PLS license number 8227, the successor license, by becoming familiar with and reviewing and retaining the project documents to date, do state that all subsequent work on the project will clearly and accurately reflect any possible change of this subdivision plat.



NORTHWEST CORNER SECTION 4, 2" ACM STAMPED PLS 13023 PER CP&F #20821849

NORTHWEST 1/4 CORNER SECTION 4, 2" ACM STAMPED PLS 13023 PER CP&F #20821849

GEORFFREY WILLIAMS RPR4261002600 DEED Inst. No.21115474

GEORFFREY WILLIAMS RPR4261001935 DEED Inst. No.21115104

RALPH FERGUSON RPR4261000700 DEED Inst. No.21018831

KAE G BABIRCHAK CRP TRUST RPRR08200000 DEED Inst. No.22107702-03

LEGEND

- Subdivision Boundary Line
- - - Section Line
- Lot Lines
- - - Existing Fence Line
- - - Adjoining Properties
- - - Edge of Existing Road
- - - Easement Line
- Denotes Areas Defined as Open Space
- ▲ Found Aluminum Cap Monument Stamped PLS 1169 (unless otherwise noted)
- Found Rebar Stamped PLS 13023 (unless otherwise noted)
- Found Bannock County Highway Brass Cap Monument
- ✕ Set 5/8" W/Plastic Cap "DEA PLS 8251" Calculated position, nothing set.

CANYON CREEK SUBDIVISION PHASE 1 LAVA HOT SPRINGS BANNOCK COUNTY, IDAHO

DAVID EVANS AND ASSOCIATES INC. 121 9th St. Pocatello, ID 83420

REVISIONS: APPR 4/21/2022 - Rebar Final Plat for County Surveyors & Bannock County Review Comments

DATE: 4/21/2022 DESIGN: DRAWN: CTPA CHECKED: LHR REVISION NUMBER:

SCALE: 1"=120' PROJECT NUMBER: OBO-083-003

DRAWING FILE: OBO-Phase 1-Final Plat CDTL SHEET NO. 1 OF 2

Final Plat No. 2221434... JOSHUA B. NEWBY

CANYON CREEK SUBDIVISION PHASE 1

A PORTION OF THE SE1/4 OF THE NE1/4 AND THE NE 1/4 OF THE SE1/4 OF SECTION 5, TOWNSHIP 10 SOUTH, RANGE 39 EAST, S.1.M., BANNOCK COUNTY, IDAHO 2022

Line Table with columns: Line #, Length, Direction. Lists 27 lines with their respective measurements and bearings.

Curve Table with columns: Curve #, Length, Radius, Delta, Chord Bearing, Chord Length. Lists 22 curves with their geometric details.

BOUNDARY DESCRIPTION

A Parcel of Land lying within a Portion of the East half of Section 5, Township 10 South, Range 39 East, Bannock County, Idaho and being more particularly described as follows: Beginning at the East 1/4 Corner of said Section 5, which is being Monumented with a found 3.5" Aluminum Cap. From which, the Center Quarter Corner of Section 5, which is being Monumented with a found 3" Aluminum Cap bears North 89°41' West, 265.81 feet. Thence along the East-West Center of Section Line of said Section 5, North 89°41' West, 105.35 feet to the Westerly Right of Way Line of Dempsey Creek Road. Thence leaving said East-West Center of Section Line, and along the Westerly Right of Way Line Dempsey Creek Road, South 03°49'25" East, 198.85 feet. Thence continuing along said Westerly Right of Way Line, South 50°58'05" East, 68.89 feet to a point on the Southerly Right of Way Line of Smith Canyon Road. Thence leaving said Westerly Right of Way Line, and along the Southerly Right of Way Line of Smith Canyon Road, South 57°25'21" West, 105.52 feet to a non-tangent curve to the right. From which, a radial bearing for said non-tangent curve bears, North 35°22'27" West, 124.45 feet. Thence continuing 359.45 feet along the arc of said non-tangent curve to the right having a radius of 1414.88 feet, a Central angle of 15°38'43", and a Long Chord which bears, South 81°17'25" West, 358.34 feet. From which, a radial bearing for said non-tangent curve bears, North 22°32'44" West, 1314.98 feet. Thence continuing 299.53 feet along the arc of said non-tangent curve to the left having a radius of 2078.41 feet, a Central angle of 08°18'28", and a Long Chord which bears, South 60°06'11" West, 299.27 feet to a tangent reverse curve to the right. Thence continuing 237.43 feet along the arc of said tangent reverse curve to the right having a radius of 605.80 feet, a Central angle of 22°15'00", and a Long Chord which bears, South 73°07'43" West, 233.93 feet to a point of tangency. Thence continuing, South, 84°18'58" West, 225.35 feet to a tangent curve thence continuing 237.20 feet along the arc of said tangent curve to the left having a radius of 779.18 feet, a Central angle of 17°28'32", and a Long Chord which bears, South 75°33'42" West, 236.25 feet. Thence leaving said Southerly Right of Way Line, North 23°27'47" West, 78.85 feet. Thence, North 25°32'25" East, 253.83 feet. Thence, South 29°47'21" East, 168.80 feet to the Westerly Right of Way Line of Dempsey Creek Road. Thence along said Westerly Right of Way Line, North 03°42'22" East, 183.23 feet. Thence leaving said Westerly Right of Way Line, North 89°25'22" East, 53.94 feet to a point on the Easterly Boundary Line of said Section 5. Thence along said Easterly Boundary Line, South 02°23'40" East, 315.80 feet to the POINT OF BEGINNING. The Above Described Parcel of Land Contains 27.13 Acres, more or less.

ACKNOWLEDGEMENT

State of Idaho County of Bannock ss. I, Notary Public for the State of Idaho, do hereby certify that the foregoing is a true and correct copy of the original as recorded in my office.

On this 12th day of May, 2022, before me, the undersigned, a notary public in and for said State, personally appeared Geoffrey Williams, known or identified to me to be person whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

In witness whereof, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written. My commission expires 10-6-23

Notary public for the State of Idaho

ACKNOWLEDGEMENT

State of Idaho County of Bannock ss. I, Notary Public for the State of Idaho, do hereby certify that the foregoing is a true and correct copy of the original as recorded in my office.

On this 12th day of May, 2022, before me, the undersigned, a notary public in and for said State, personally appeared Angelen Williams, known or identified to me to be person whose name is subscribed to the within instrument, and acknowledged to me that she executed the same.

In witness whereof, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written. My commission expires 10-6-23

Notary public for the State of Idaho

OWNERS CERTIFICATE

I, Geoffrey Williams, do hereby certify that we, the undersigned owners of the tract of land described in the Boundary Description, have caused the same to be subdivided into blocks, lots and a street, and does hereby warrant and save the County of Bannock harmless from any existing easements or encumbrances. It is our intention, as owners, to include all of the land described in the Boundary Description in this plat. The location and dimensions of the blocks and lots are to be shown on the accompanying map of the property. Lot 7 and Block 1 are to be dedicated to Bannock County as Right-of-Way for the roads they encompass. The easements shown are not dedicated to the public but the right to use said easements is hereby perpetually reserved for the public utilities, sanitary sewers, drainage, sewer removal or for any other use designated on the plat, and no structures other than those for such utility purposes are to be erected within the lines of said easements. Geoffrey Williams, Angelen Williams

SURVEYORS NARRATIVE

This survey was made at the Request of Geoffrey and Angelen Williams to create this Resubdivided Subdivision. The Boundary Lines for this Parcel of Land of this Subdivision Plat were Established from Found Monumentation and Record Information as Shown and Described herein. 1) This plat subdivides portions of Deed Instrument No.21115474 and Instrument No.21118104. 2) The North and East boundaries were resolved from found monuments and references R1 and R2 (see Reference List). 3) Smith Canyon Road Right-of-Way was determined from the centerline of present day Smith Canyon Road and projecting out 33 feet either direction. Found Bannock County Brass Cap was used as well. No record information denoting Smith Canyon Road Right-of-way or mentioned brass cap was recovered during the project. 4) Westerly boundary was determined by camera. 5) Memorial Drive is a Private Drive. Lot boundaries run along the centerline of said drive. Thus an easement has been placed for all lot corners of Canyon Creek Phase 1 to access their respective lots. Additionally this said easement will give the right for utilities to be run along the constructed road and within the shown access and utility easement.

COUNTY RECORDER

Instrument N 22214258 Bannock County, Idaho Filed for Record on 10/17/2024 at 10:51:00 AM. Number of Pages: 2. Signed by: Jason Dixon, Recorder. Jason Dixon, Recorder

HEALTH DEPARTMENT CERTIFICATE

Sanitary restrictions as required by Idaho Code, Title 56, Chapter 15 have been satisfied. Sanitary restrictions may be re-imposed, in accordance with Section 56-1306, Idaho Code, by the issuance of a certificate of discontinuance. Southeastern Idaho Public Health Ken Koon, REHS, May H. Hester, Environmental Health Specialist, Date

IRRIGATION CERTIFICATE

It has been determined that the property included in this subdivision is not located within the boundaries of an existing irrigation district. Lutz within this subdivision will not receive an irrigation water right.

COUNTY SURVEYORS CERTIFICATE

I, Gerald V. Evans, an Examining Surveyor in and for Bannock County do hereby certify that I have checked this plat and computations shown hereon and have determined that the requirements of Idaho Code 56-1305 have been met. I approve the same for filing this 21 day of May 2022. Gerald V. Evans, PLS 10342

COUNTY TREASURER

Pursuant to 56-1306, Idaho Code, I do hereby certify that all county property taxes due, both delinquent and current have been paid on the property described in the above legal description through January 1, 2022. Jennifer A. Cloer, Co. Treasurer, Date

COUNTY CERTIFICATE

This plat was duly accepted and approved by resolution of the Board of County Commissioners on this 12th day of May, 2022. Commissioner Eric Moore, Chairman of the Board, County Clerk - Jason Dixon

SURVEYORS CERTIFICATE

I, Lawrence K. Koenner, do hereby certify that I am a Professional Land Surveyor Licensed by the State of Idaho, and that this Plat as described in the Certificate of Owners and the attached Plat was drawn from an actual survey made on the ground, made by me or under my direct supervision and accurately represents the points plotted hereon, and is in conformity with the State of Idaho Codes relating to Plats, Surveys and the Corner Perpetuation and Filing Act, Idaho Codes 55-1501 through 55-1512.



CANYON CREEK SUBDIVISION PHASE 1 LAVA HOT SPRINGS BANNOCK COUNTY, IDAHO

DAVID EVANS AND ASSOCIATES INC. 122 Union Drive, Pocatello, ID 83420 PH: 208-243-8800



REVISIONS APPD 4/25/22 - Revised Final Plat. 2nd County Surveyor & Bannock County Review Comments.

DATE: 5/10/22 DESIGN: SMCB CHECKED: LNK REVISION NUMBER:

SCALE: 1"=120' PROJECT NUMBER: OBOI-083-003

DRAWING FILE: 00000-Phase 1-Final Plat CAD.DWG SHEET NO. 2

Plot Date: 10/17/2024 1:48 PM File Name: Koenner, LK 10/17/2024 1:50 PM File Path: C:\Users\jrdixon\Documents\Projects\1-Final Plat CAD.DWG

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 9:00 AM, unless otherwise noticed. Email this completed form any supporting documents to agendarequest@bannockcounty.gov by noon on the Monday prior to the scheduled meeting.

Name / Department:

Kristi Davenport - Commission

Email:

kristid@bannockcounty.us

Concern/Issue/Question:

Fairboard update

Suggested Solution:

Date of meeting being requested:

10/17/2024

How much time will be needed?

10 minutes

List of attendees:

Fairboard Members and Scott Crowther



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:

Event Center

Concern/issue/question:

4-H Awards Night would like a fee waiver for the Elk Stage on Oct 23rd 2024

Suggested solution?

Approve the fee waiver for the Elk Stage

How much time will be needed for this issue?

5 minutes

What meeting date is requested?

10/17/24

List of attendees:

Scott Crowther, Teri Jones, Chaney Colter, Nikola Ennis

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

Commissioner Office Only:

Date: _____ Time: _____



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) UI Extension 4-H
- Contact Name: (who will sign the contract) Nikola Ennis Title: Extension Ed.
- Mailing Address: 105600 Fairgrounds Rd. Bldg. A
- City: Pocatello State: ID Zip Code: 83201
- Cell Phone: 208-890-6987 Email: ennis@uidaho.edu

EVENT INFORMATION

- Event Name: 4-H Awards Night Area Requested: ELKS Stage Area/grass
- Event Description: Recognition of 4-H Youth
- Event Date(s): Oct 23 Estimated Number of Attendees: 150
- Event Start Time: ~~6:00pm~~ 3:00pm Event End Time: 8pm
- Additional Set-Up or Tear Down Days (if needed): none
- Paid Admission Event: YES _____ NO X Cost _____ Event Open to the Public: YES X NO _____
- 501(c)(3): YES X NO _____ Non-Profit Name: 4-H Youth Development Tax ID #: _____
- 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 apparitions 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 \$ _____ 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: \$ 250.00 (see attached page for fee schedule).

Fee Waiver

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 10/17/24
Ernie Moser, Chairman

_____ Date 10/17/24 By: _____ Date _____
Jeff Hough, Commissioner

_____ Date 10/17/24
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(1). 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 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 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.

9/26/24
Date

Nikola Ennis
Applicant

Nikola Ennis
Print Name

BCEC	Arena 1 or 2 Lights	\$25/Hour		Per Arena/Per Hour		
BCEC	Building B (Concrete Floor/Heated)	\$25	\$250	Hour/Full Day		
BCEC	Tack/Hay Room	\$20		Per Day		
BCEC	Horse Stalls	\$20		Per Day		
BCEC	Horse Stall w/Run	\$30		Per Day		
BCEC	Stall Bedding (Sawdust)	\$10		Per Bag		
BCEC	Walker Pad	\$15		Per Day		
BCEC	Cattle Panel (Setup Labor Additional \$)	\$5		Per Panel/Per Day		
RV	Full Hookups (Water, Electricity, Sewer)	\$45		Per Day		
RV	Partial Hookups (Water & Electricity)	\$35		Per Day		
RV	Dry Camping	\$25		Per Day		
Labor	Additional Labor Per Person/Per Hour	\$25		Per Hour		
EQUIP	Water Truck w/Operator	\$100		Per Hour		
EQUIP	PA Systems	\$10		Per Hour		
EQUIP	Operator w/Equipment (Tractor, Backhoe, Skid Steer)	\$75		Per Hour		
EQUIP	Operator w/Motor Grader (Special Circumstances)	\$100		Per Hour		
EQUIP	Tractor, No Operator	\$50		Per Hour		
VENDOR	Vendor Admission Fee (Inspection, Permit, Admin)	\$200	\$300	Per Day Non-Food/Per Day		

ELECTRIC	Ground Rod Kit (If Needed for Generator)	\$50	Per Kit		
AMP	Amphitheater 60x25x30 (9,000 capacity)				
ITEMS TO BE NEGOTIATED BY CONTACT ONLY					
BCEC	Upper Arena & Grandstands (Seats 3,500)				
BCEC	Race Track				
BCEC	Elk Stage & Grass Area	\$250.00			
BCEC	Upper Office Spaces (3 Available)				
BCEC	Livestock Holding Pens				

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

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:

Teri Johnson

Department:

Ag/4-H Extension

Requestor Email:

tjohnson@uidaho.edu

Item(s) to be considered:

Requested discussion on the use of the van for extension personnel.

Date of meeting being requested:

10/17/2024

Time requested:

5 Minutes

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

No

Contract/Agreement Begin Date:

Contract/Agreement End Date:

List of additional attendees:

Nikola Ennis



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?

10/17/24

List of attendees:

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

Commissioner Office Only:

Date: _____ Time: _____

Bids in progress 8 Projects in progress 2 Projects Completed 34

Procurement Metrics

Active	Department	Description	Budget Allocated	Status Update
In Progress	Fairgrounds	Exhibit Hall Plumbing	ARPA	9/27 draft ITB to dept for review.
In Progress	Fairgrounds	Exhibit Hall Electrical	ARPA	9/27 draft ITB to dept for review.
In Progress	Fairgrounds	Exhibit Hall Fire Suppression	ARPA	10/17 bid goes live; 10/7 received comments from dept; 9/27 draft ITB to dept for review.
In Progress	Fairgrounds	Exhibit Hall Ceiling	ARPA	10/15 project published in ISJ; 10/10 submit bid to legal for review; 9/27 received comments from dept; 9/26 draft ITB to dept for review.
In Progress	Fairgrounds	Exhibit Hall HVAC	ARPA	9/24 draft ITB to dept for review.
In Progress	Detention Center	Communication Upgrade	\$1,100,000 ARPA	4/30 submit piggyback for legal review; 4/22 research potential piggyback contracts
In Progress	Fairgrounds	Two (2) metal barns	\$500,000 ARPA	4/10 waiting for land review; 3/14 project on hold until next Fair Board meeting 3/28
In Progress	Public Works	Engineer Pool		Team is reviewing possibilities for ways to award contract
Yes	Juv Prog/Event Cntr	YDC/Event Center Office Building	\$2,000,000 ARPA	10/14 questions due; 10/9 pre-bid meeting; 9/27 published in ISJ
Yes	Sheriff	Tactical Training Remodel	\$400,000 ARPA	10/14 questions due; 10/8 pre-bid meeting; 9/17 & 9/24 published in ISJ
No	Road & Bridge	County Fleet Purchase	\$715,711	10/9 submitted for legal review; 9/6 draft piggyback of State of Idaho contract with Smith Chevrolet
No*	Jail	Asphalt Repair	\$75,000 ARPA	9/18 pre-proposal mtg; 8/7 1st draft to dept for review
No*	Fairgrounds	Steel Shell Building	\$500,000 ARPA	9/18 pre-bid mtg; 9/6 published in ISJ; 9/2 draft to facilities to review
No	Road & Bridge	Road Salt	FY2025 \$150,000	9/27 BOCC awarded contract to Compass Minerals of America

* Project in progress

