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Commissioners' Agenda

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

Times are subject to change within 15 minutes of the stated time.

Thursday, March 27, 2025

9:00 AM Business Meeting (action items)

- Hardship Hearing with possible Executive Session under Idaho Code §74-206(1)(d) to consider records that are exempt from disclosure as provided in chapter 1, title 74, Idaho Code, with potential action following adjournment of Executive Session (requested 10 minutes) (action item)
- Matt Olsen, Juvenile Justice, requesting discussion pertaining to exceptional step placement with potential Executive Session under Idaho Code §74-206(1)(a)&(b) regarding personnel with potential action following adjournment of Executive Session (requested 10 minutes) (action item)
- Scott Crowther, Event Center, requesting approval (1) to purchase a new RICOH copier; (2) signature on scissor lift rental through Western States CAT,
- (3) trade of water truck for 180 fencing panels and hardware, (4) rental agreement with Idaho Junior High Division Rodeo Association State Finals (requested 5 minutes) (action item)
- Levi Waldron, Detention Center, seeking to discuss a recommendation to award the Detention Center Diesel Generator Installation Invitation to Bid (action item)
- Discussion pertaining to Chief of Staff (requested 10 minutes) (action item)

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

BANNOCK COUNTY COMMISSIONERS

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



ERNE MOSER
 Commissioner
 1st District

JEFF HOUGH
 Commissioner
 2nd District

KEN BULLOCK
 Commissioner
 3rd District

Business Meeting Agenda Request Form

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

Requestor Name:

Kristi Davenport

Department:

Commission

Requestor Email:

kristid@bannockcounty.gov

Item(s) to be considered:

Hardship Hearing with possible Executive Session under Idaho Code §74-206(1)(d) to consider records that are exempt from disclosure as provided in chapter 1, title 74, Idaho Code, with potential action following adjournment of Executive Session (action item)

Date of meeting being requested:

03/27/2025

Time requested:

10 Minutes

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

No

Contract/Agreement Begin Date:

Contract/Agreement End Date:

List of additional attendees:

BANNOCK COUNTY COMMISSIONERS

624 E. Center, Pocatello, ID 83201
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 Commissioner
 1st District

JEFF HOUGH
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Requestor Name:

Matt Olsen

Department:

Bannock County Juvenile Justice

Requestor Email:

matto@bannockcounty.gov

Item(s) to be considered:

Exceptional step placement request for the candidate accepting a conditional offer to fill the Youth Development Center Coordinator position. This will possibly require an executive session. I will forward the written request to the commissioners, Jason Dixon, and auditing so it is separate from the public packet.

Date of meeting being requested:

03/27/2025

Time requested:

10 Minutes

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

No

Contract/Agreement Begin Date:

Contract/Agreement End Date:

List of additional attendees:

Dan Montgomery


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Requestor Name:

Scott Crowther

Department:

Event Center

Requestor Email:

scottc@bannockcounty.gov

Item(s) to be considered:

Printer Purchase

Date of meeting being requested:

03/25/2025

Time requested:

5 Minutes

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

Contract

Contract/Agreement Begin Date:

03/25/2025

Contract/Agreement End Date:

03/25/2026

List of additional attendees:

None

Bannock County Event Center

CURRENT LEASE & MAINTENANCE SPEND:

-Ricoh 4503 (45 ppm) Lease	\$105.00/MO.
-Maintenance & Supplies	<u>\$65.00</u>
TOTAL MONTHLY SPEND	\$170.00

PROPOSED LEASE & MAINTENANCE SPEND:

- 1 RICOH 4500 COLOR SYSTEM FLOOR UNIT 4500 (45ppm)
11 x17, PAPER DRAWERS, FINISHER & CABINET**
- 1 EVOLIS PRIMARY 2 CARD PRINTER**

TOTAL 63 MONTHLY SPEND (Includes paying off existing lease) \$240.00
 Includes Service, machine, & Toners (except paper, staples)
 Includes 5,000 BLACK COPIES & 6000 COLOR COPIES PER YEAR

PROPOSED Purchase Option & MAINTENANCE SPEND:

-1 RICOH 4500 COLOR SYSTEM FLOOR UNIT 4500 (45ppm) 11 x17, PAPER DRAWERS, FINISHER & CABINET	\$7,595.00
-1 EVOLIS PRIMARY 2 CARD PRINTER	<u>\$2,500.00</u>
TOTAL Purchase Price (Includes paying off existing lease)	\$10,095.00
-Annual Maintenance Agreement for Copier	\$780.00

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Requestor Name:

Scott Crowther

Department:

Event Center

Requestor Email:

scottc@bannockcounty.gov

Item(s) to be considered:

Scissor lift rental agreement with Western States for Bannock County Fairgrounds Building, Trade of water truck for 180 fencing panels and hardware.

Date of meeting being requested:

03/25/2025

Time requested:

10 Minutes

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

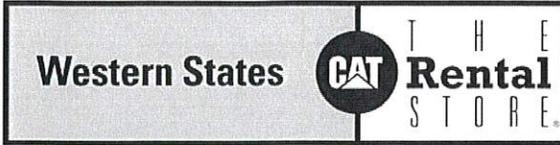
No

Contract/Agreement Begin Date:

Contract/Agreement End Date:

List of additional attendees:

Jamie Pehrson, Daniel Kendall



RENTAL AGREEMENT

NO.: RQ000049216

RENTAL START DATE: 03/31/2025 08:00am

EST. RETURN DATE: 04/28/2025 08:00am

EXPIRY DATE: 03/03/2025 12:00am

CUSTOMER PO:

JOBSITE CONTACT:

ORDERED BY: Jamie Pehrson

PHONE: (208) 406-9654

WRITTEN BY: Dan A Stoddard

SALES REP: Dan A Stoddard

Pocatello
8403 S. 5th Ave Pocatello, ID 83204
208.235.6400

CUSTOMER NO.: 0049273
Bannock County Fairgrounds Downey
PO Box 231
Downey, ID 83234-0231

JOBSITE:
Bannock County Fairgrounds
156 N 2nd W St
Downey, ID 83234

RENTAL ITEMS

HOURS ALLOWED:

QUANTITY ITEM DESCRIPTION

		DAY	WEEK	4 WEEK
		(8)	(40)	(160)
1	2632 SCISSOR	\$200.00	\$425.00	\$800.00

MISCELLANEOUS ITEMS

1	CRS Truck Delivery	\$100.00		
1	Enviro Fee	1.5%		
1	CRS Truck Pickup	\$100.00		

SALES TAX DISCLAIMER: Western States Equipment (WSE) is required to collect Sales Tax for sales made in the following states: ID, WA, ND, and WY. Prices above do not include any applicable state, county, city, or local sales taxes. This contract is accepted with the understanding that such taxes and charges shall be added, as required by law, at the time this contract is invoiced. Where applicable, WSE will charge sales tax unless you have a valid sales tax exemption certificate on file. Valid sales tax exempt certificates can be emailed to SalesTax@wseco.com to ensure a copy is on file prior to invoicing. In states where WSE is not required to collect and pay Sales Tax, the purchaser is obligated to self-report and pay the Sales and/or Use Tax to the purchasers appropriate state's and or local Department of Revenue.

By signing below, you acknowledge that if equipment is returned damaged, you agree to pay loss of use damages in the same sum as rent until the machine is repaired to rent-ready status. Lessee agrees to lease from Western States the machine, vehicle (including but not limited to licensed and unlicensed trailers and motor vehicles), equipment and accessories described above (collectively, "the equipment") for the period, pursuant to the terms, and at the rates set forth on the face hereof and the reverse side.

Rental Equipment Protection (REP):

Our Rental Equipment Protection ("REP") Program is OPTIONAL AND MAY BE DECLINED
IMPORTANT: If you decline REP, or if you fail to pay the REP Fee, you will be responsible for all damage, repair(s) and replacement(s) of/to the Rented Item(s) at its/their full (new) replacement value. In addition, if REP is declined, Customer is required to provide a certificate of insurance to WSECO showing coverage on the equipment, including, without limitation, fire, theft, and liability coverage with such other insurance as necessary to protect Customer's and WSECO's respective interests in the equipment. WSECO must be named as an additional insured and must include stipulations that coverage will not be cancelled or diminished without at least fifteen (15) days written prior notice to WSECO.

**** Cat Equipment on this contract is not for sale.****

Signature _____ Date: 3/25/25

Jeff Hough
Commissioner, Chairman

Accept _____ Decline _____

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Requestor Name:

Teri Jones

Department:

Event Center

Requestor Email:

tjones@bannockcounty.gov

Item(s) to be considered:

Contract approval for IJHDRA (Idaho Junior High Division Rodeo Association State Finals)

Date of meeting being requested:

03/27/2025

Time requested:

5 Minutes

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

Agreement

Contract/Agreement Begin Date:

04/01/2025

Contract/Agreement End Date:

12/31/2027

List of additional attendees:

Scott Crowther, Chaney Nielsen, Teri Jones, Tom Newman & Kristen Ward

Bannock County Event Center Rental Agreement

This Rental Agreement is made by and between Bannock County, a political subdivision of the State of Idaho, (hereinafter referred to as "BANNOCK COUNTY"), and Idaho Junior High Division Rodeo Association, a Non-Profit Corporation, (hereinafter referred to a "IJHDRA").

THE PARTIES AGREE TO THE FOLLOWING TERMS AND CONDITIONS:

1. **NAME OF EVENT:** Idaho Junior High Division Rodeo Association State Finals
2. **TERM OF AGREEMENT:** The above-referenced event is held once per year, over a period of three (3) consecutive days each calendar year. This Agreement shall be effective for a period of three (3) years, from 2025 through 2027. IJHDRA shall give proper notice of the 2025, 2026, and 2027 event dates within a reasonable time when they become known, but no later than eight (8) months prior to the start date of the event.
3. **FEES:** IJHDRA shall pay BANNOCK COUNTY an annual fee of \$3,826.73 for the use of the facility commencing in 2025. IJHDRA shall pay an additional annual fee of \$250.00 for allowing other outside vendors access and use of the facility for a total of \$4,076.73 for 2025. Said fees shall increase by 3% per annum through the term of this Agreement as follows:

The annual fee of \$3,941.53 plus the \$250.00 vendor fee for a total of \$4,191.53 will be paid to BANNOCK COUNTY for 2026.

The annual fee of \$4,059.78 plus the \$250.00 vendor fee for a total of \$4,309.78 will be paid to BANNOCK COUNTY for 2027.

4. **PAYMENT:** The entire balance owing shall be paid to BANNOCK COUNTY at least seven (7) days prior to the scheduled Event.
5. **FACILITIES:** IJHDRA shall have exclusive access and use of the following facilities at the Event Center: Indoor Arena, Upper Arena, Grandstands, Arena 1, Arena 2, Building B, Horse Stalls, and the areas currently recognized as RV and Tent sites. Nothing contained herein shall contemplate the use or control of areas and/or structures yet to be developed or erected.
 - a. **RV SITE:** IJHDRA shall be responsible for the collection of any rent/fee they deem proper for use of the South RV park and BANNOCK COUNTY will receive all the revenue from the North RV park; which agreement shall be

solely between IJHDRA and the user. IJHDRA shall be responsible for complying with applicable state, local, and federal laws or regulations. BANNOCK COUNTY will unlock power boxes and allow access to water supply for use during this Event. IJHDRA shall notify the Event Center staff of any maintenance needs as they may arise.

- b. HORSE STALLS: IJHDRA shall be responsible for the collection of any rent/fee they deem proper for use of the Horse Stalls; which agreement shall be solely between IJHDRA and the user. IJHDRA shall be responsible for complying with applicable state, local, and federal laws or regulations. IJHDRA shall be responsible for scheduling and cleaning the stalls. IJHDRA shall place the manure/shavings outside each stall so Bannock County can dispose of the same. IJHDRA shall clean the stalls within two (2) days following the completion of the Event. BANNOCK COUNTY will ensure the stalls are functional and in good repair prior to the Event.
6. VENDORS: IJHDRA recognizes BANNOCK COUNTY'S right to charge fees for outside Vendors. In consideration of waiving this right, IJHDRA is paying a fee to Bannock County with terms contained in Paragraph 3 of this Agreement. IJHDRA shall provide a list of Vendors authorized to do business during this event to Bannock County within a reasonable time when they are known to IJHDRA. IJHDRA shall be responsible for complying with applicable state, local, and federal laws or regulations.
7. SPONSORSHIPS: BANNOCK COUNTY recognizes the right of IJHDRA to obtain and display Sponsorships for this Event. No discriminatory, vulgar or offensive advertising of any kind shall be permitted on Bannock County property. Additionally, BANNOCK COUNTY has current and ongoing independent sponsorships displayed in certain areas at the Facilities to be used. IJHDRA shall in no way obstruct or hinder from view, any sponsorships BANNOCK COUNTY may currently have displayed at the time of the Event.
8. EQUIPMENT USE: BANNOCK COUNTY shall provide IJHDRA a County tractor to work the arena during the performances. IJHDRA SHALL provide a tractor driver to use the County tractor during these times. IJHDRA shall sign a County provided waiver prior to any use of the tractor. IJHDRA is responsible for providing a qualified, experienced tractor driver, and will represent the same upon signing the waiver. No other BANNOCK COUNTY equipment shall be used by IJHDRA, its agents, officers, employees, volunteers, or patrons without the express written permission of BANNOCK COUNTY, along with a signed waiver.

9. GARBAGE PICK-UP AND CLEAN-UP: IJHDRA shall be responsible for garbage pick-up at the Upper Arena at the end of each day's performance during the Event by securing the garbage into a sack or can if available at which time Bannock County shall pick up and deposit into the roll off dumpster. IJHDRA shall clean all areas of the Facilities which are used and shall leave all buildings and grounds in the state it was prior to the commencement of use. Failure to clean any of the facilities used, with exception of the restrooms, to the satisfaction of BANNOCK COUNTY shall result in an assessment of costs or loss of Security Deposit to IJHDRA for necessary cleaning.
10. MISCELLANEOUS TERMS AND CONDITIONS:
- a. IJHDRA 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 for grounds as a result of use.
 - b. Use of the Facilities shall be in accord with applicable state, local and federal laws and regulations.
 - c. Approval must be obtained for the erection of buildings, tents, enclosures, structures, signs outdoors; no nails, paint or anything to walls; no tape on concrete floors.
 - d. All temporary structures, forms, booths, etc., shall be removed within 24 hours of event.
 - e. Security is the responsibility of IJHDRA at its own expense as is deemed necessary for protection of valuable displays and buildings during the Event, day and night.
11. CONCESSIONS: Concessions located at the Bannock County Event Center will be operated and maintained by the BANNOCK COUNTY STAFF with BANNOCK COUNTY receiving 100% of the profit AFTER costs of operation, food, etc. are covered.
12. FOOD TRUCK VENDORS: IJHDRA will be allowed to have up to three (3) food trucks/vendors. Food trucks/vendors will be required to have all certified inspections BEFORE entering onto the property of Bannock County, this includes but is not limited to a fire inspection, an electrical inspection, and a Food Safety certification provided from Southeastern Idaho Public Health. Food trucks/vendors will be responsible for all costs regarding inspections and will report said documents and fees to BANNOCK COUNTY'S staff BEFORE the event. BANNOCK COUNTY will be responsible for coordination of all aspects of potential food trucks/vendors. NOTE: Overnight camping for food trucks/vendors will be permitted in RV park. Standard rates will apply. Food trucks/vendors will not be allowed to park on BANNOCK COUNTY'S grass areas, but only designated areas approved by BANNOCK COUNTY'S staff.

13. **INSURANCE**: IJHDRA shall provide a Certificate of Liability Insurance naming BANNOCK COUNTY and agents as additionally insured in a \$1,000,000 combined single limit policy, which shall be delivered to the Bannock County Event Center Office ten (10) days prior to the Event.
14. **HAZARDOUS ACTIVITY**: IJHDRA recognizes this Event has activities which carry inherent risk or injury, property destruction or death. As such, IJHDRA shall obtain waivers and/or releases of liability from any and all participants in the activities. Said waivers shall contain, at a minimum, language contained Paragraph 15(a). Said waivers are subject to the approval of BANNOCK COUNTY prior to use of the Facilities. Copies of signed waivers shall be provided to BANNOCK COUNTY upon request. This requirement does not, in any way, abrogate the requirement for indemnification contained herein, abrogate the invocation of sovereign immunity herein, eliminate the requirement by the County for proof of sufficient insurance, nor abrogate any defenses or immunities provided by law.
 - a. IJHDRA 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 any participation in the above described activity or event.
15. **WARRANTIES**: There are no express or implied warranties provided by BANNOCK COUNTY. IJHDRA, in executing this agreement, is relying upon its own judgement, information, and inspection of the property.
16. **ENTRY BY BANNOCK COUNTY**: BANNOCK COUNTY shall have the right to enter the Facilities at any time to examine the same and determine proper use and compliance with this Agreement.
17. **INDEMNIFICATION**: IJHDRA agrees to indemnify, defend, and hold harmless BANNOCK COUNTY, and its officers, agents and employees, from and against any and all claims, losses, actions or judgments for damages or injury to persons or property, illness, death, or any other expenses arising out of or in connection with the acts and/or any performances or activities of IJHDRA its agents, employees, patrons or representative under this Agreement.

BANNOCK COUNTY agrees to indemnify, defend, and hold harmless IJHDRA, and its officers, agents, and employees, from and against any and all claims, losses, actions or judgments for damages or injury to persons or property arising out of or in connection with the condition of the Facilities prior to the date hereof, the acts and/or any performances or activities of BANNOCK COUNTY, its agents, employees

or representatives with respect to the Facilities prior to the date hereof or under this Agreement.

18. **ASSIGNMENT OR SUBLETTING PROHIBITED:** IJHDRA shall not assign this rental agreement nor sublet the whole or any part thereof without the written consent of BANNOCK COUNTY, except as authorized in this agreement in Paragraph 5 (a) Horse Stalls, and Paragraph 6, Vendors.
19. **TERMINATION:** This Agreement may be terminated at any time by either party, if the other party materially breaches any of its representations, warranties or obligations under this Agreement. In the event of such breach, and prior to terminating, the party alleging any breach must notify the other party, in writing, and state the nature of the breach, giving the breaching party an opportunity to cure. The time period for the opportunity to cure shall be reasonable given the nature and timing of the alleged breach. Except as may be otherwise provided in this Agreement, such breach by either party will result in the other party being responsible to reimburse the non-defaulting party for all costs incurred directly as a result of the breach of this Agreement and shall be subject to such damages as may be allowed by law including all attorneys' fees and costs of enforcing this Agreement.
20. **GOOD FAITH:** BANNOCK COUNTY and IJHDRA shall continue to engage in good-faith communication and negotiation during the term of this agreement to help keep costs low for use by IJHDRA, while also contemplating the actual costs to BANNOCK COUNTY.
21. **ENTIRE AGREEMENT:** This is the entire agreement of the parties and can only be modified or amended in writing by the parties.
22. **ATTORNEY FEES:** If action is brought to enforce the terms or provisions of this lease or to enforce forfeiture for default or to collect damages for breach, the prevailing party in such action shall be entitled to recover from the losing party reasonable attorney fees together with costs authorized by law.
23. **NOTICES:** Any notice required under this Agreement may be served upon BANNOCK COUNTY by hand delivery or USPS First-Class Mail, to Bannock County Event Center Office at 10588 Fairgrounds Road, Pocatello, ID 83201, and any notice may be served upon IJHDRA by hand delivery or USPS First-Class Mail to Idaho Junior High Division Rodeo Association, Kristen Ward, 383 Olivewood Pl., Jerome, ID 83338. Service of a notice by US Mail shall be deemed complete upon the date of the postmark by US

Mail. Either party may change the address for services of notice by written notice to the other party.

DATED this 27th day of ^{March} February, 2025

BANNOCK COUNTY

Scott Crowther, Event Director Date: _____

BANNOCK COUNTY BOARD OF COMMISSIONERS

Jeff Hough, Chairman Date: 3/27/25

Ernie Moser, Commissioner Date: 3/27/25

Ken Bullock, Commissioner Date: 3/27/25

IDAHO JUNIOR HIGH DIVISION RODEO ASSOCIATION, INCORPORATED

Kristen Ward, Secretary Date: _____

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AGENDA REQUEST FORM

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

Name/Department:

Levi Waldron/Detention Center

Item to be considered/background:

Request to discuss a recommendation to award Detention Center Diesel Generator Installation Invitation to Bid.

How much time will be needed? Meeting date requested:

5 minutes

3/27/25

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:

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

Commissioner Office Only:

Date: 3/27/25 Time: _____

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Requestor Name:

Ernie Moser

Department:

Commission

Requestor Email:

emoser@bannockcounty.gov

Item(s) to be considered:

Discussion about Chief of Staff

Date of meeting being requested:

03/27/2025

Time requested:

10 Minutes

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

No

Contract/Agreement Begin Date:

Contract/Agreement End Date:

List of additional attendees: