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## Commissioners' Agenda

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The Board of County Commissioners (BOCC) is comprised of the three elected County Commissioners: Ernie Moser (District 1, Chair), Jeff Hough (District 2), and Ken Bullock (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.

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**Thursday, February 13, 2025**

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

### Work Session Agenda:

- Executive Session under Idaho Code §74-206(1)(a)&(b) regarding personnel with potential action following adjournment of Executive Session (action item)
- **(AMENDED to include)** Request for Leave without Pay with possible
- Executive Session under Idaho Code §74-206(1)(a)&(b) regarding personnel with potential action following adjournment of Executive Session (action item)
- Portneuf Soil and Water District providing an annual update and request for funds (requested 10 minutes) (potential action item)
- Scott Crowther, Business Director and Event Manager, regarding (1) contract requesting fee waiver with High School Rodeo – Queen Contest; (2) Independent Contractor Agreement with H208 Excursions LLC, and; (3) contract requesting fee waiver with Idaho State University Rodeo Team (requested 15 minutes) (action item)
- Kiel Burmester, Public Works Director, regarding (1) a discussion about compensatory time; (2) approval of and potential signature on Designation and Authorization of Representative for Unmanned Aerial System Licensing (UAS), and; (3) providing a Public Works update (requested 15 minutes) (action item)
- Conversation regarding Landfill Fees (requested 10 minutes) (potential action item)
- Discuss surveying parcel RPRICPI000302 and what to do with it in the future (requested 10 minutes) (action item)

## Consent 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

## 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](mailto:agendarequest@bannockcounty.gov) by noon on the Monday prior to the scheduled meeting.

Name / Department:

Commission

Email:

Commission@bannockcounty.us

Concern/Issue/Question:

Executive Session under Idaho Code §74-206(1)(a)&(b) with potential action after adjournment of Executive Session

Suggested Solution:

Date of meeting being requested:

02/13/2025

How much time will be needed?

10 minutes

List of attendees:

Kristi Klauser, Nikki Ennis



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

**ERNIE MOSER**  
 Commissioner  
 1st District

**JEFF HOUGH**  
 Commissioner  
 2nd District

**KEN BULLOCK**  
 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](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](mailto:agendarequest@bannockcounty.us) by NOON on the Thursday prior to the scheduled meeting.**

**Name/Department:**

Tristan Bourquin/Planning

**Item to be considered/background:**

Requesting approval for leave without pay with a potential executive session under I.C. 74-206(1)(a)&(b).

**How much time will be needed? Meeting date requested:**

5 minutes

2/13/25

**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.**

<p>Commissioner Office Only:</p> <p>Date: _____ Time: _____</p>
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FOR COMMISSION OFFICE USE:	
DATE _____	TIME _____

### Agenda Request Form

The Board of Bannock County Commissioners business meetings are generally held on **Tuesday** 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.

**Email this completed form and any supporting documents to [agendarequest@bannockcounty.us](mailto:agendarequest@bannockcounty.us) by 5:00 PM the Wednesday prior to the scheduled meeting.**

Name/Department: Portneuf SWCD

Phone/Email: 208-339-6023

Item to be considered: Portneuf Soil & Water Conservation District Support Funds

Informational background:

Providing Annual update and requesting Support Funds

1. What meeting are you requesting? 2/13/25
2. How much time will be needed for this agenda item? 15 minutes
3. Is Commission action requested (decision, approval, signature, or guidance)? Approval
4. Does this request involve a contract, agreement, external funding source, or award acceptance? NO
5. What is the potential financial impact of this request? \$15,000
6. Have all supporting documents been included with this form? YES
7. Will you be using presentation software or have other presentation needs? (if YES, provide presentation with this form) NO
8. Name and contact information for others who should be invited to attend:

Kevin Koester, Charity Staggs, portneufswcd@gmail.com



# Portneuf Soil and Water Conservation District

214 East Center Street  
Pocatello, ID 83201  
(208)339-6023  
[www.portneufswcd.weebly.com](http://www.portneufswcd.weebly.com)

January 31, 2025

## Board of Supervisors

KEVIN KOESTER  
Lava Hot Springs, ID

SCOTT HENDERSON  
Swan Lake, ID

DAVE JACKSON  
Tyhee, ID

JUSTIN CASPERSON  
Lava Hot Springs, ID

BRAD Kent  
Arimo, ID

## Associates

HANNAH SANGER  
Pocatello, ID

KIT TILLOTSON,  
Lava Hot Springs, ID

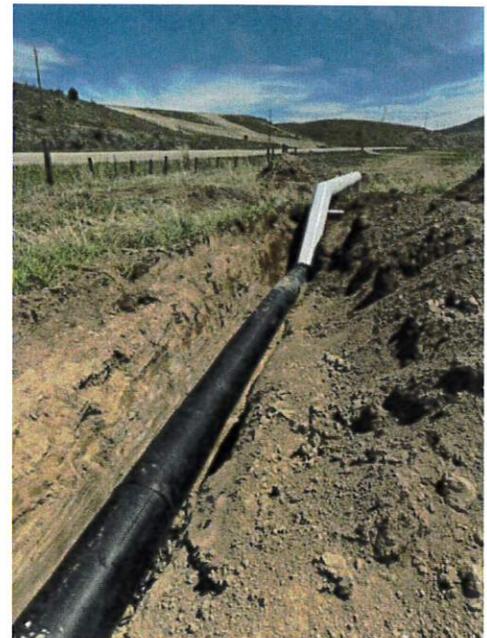
Bannock County Commissioners:

We are writing this letter requesting support funds from the County for Portneuf Soil and Water Conservation District's FY 2025 operations.

The State of Idaho provided us with a 1.6:1 match of all support funds we received in 2024. For every \$1 of support funds, we were able to bring in \$26 of grants dollars into Bannock County.

Our 2024 fiscal year, which ended June 30, accomplishments include the completion of the Ag BMP-Hawkin's Pipeline Project Phase 1 and WQPA-Cohn Creek Restoration Project. We closed off our fiscal year strong with one last application to the Idaho Department of Water Resources, Flood Management Grant, which was awarded in July 2024. Ag BMP-Mud Springs & Dead Horse Project has been delayed a few months to accommodate additional conservation work in the Big Onion area. It is set to complete Summer 2025.

The **Hawkins Pipeline Project Phase 1** successfully installed 2 water control structures and converted 4.3 miles of open ditch to pipeline. This project included an incredible partnership effort between the Portneuf SWCD, NRCS and Marsh Irrigating Company. The project was funded by NRCS-EQIP, DEQ-Ag BMP grant and matched in cash and in-kind by the Marsh Center Irrigating Company. NRCS engineered the project and carried out by the Marsh Center Irrigating Company. This is the biggest project to occur in the Hawkins Creek area in decades. Portneuf SWCD wrote and administered the DEQ-Ag BMP grant for \$225,000 of grant funding for this \$1,400,000 project.



*Hawkin's Pipeline Project*

Portneuf Soil and Water Conservation District is an Equal Opportunity Employer



*A portion of the newly constructed Cohn Creek as it connects with Marsh Creek*

The **Cohn Creek Restoration Project** restored the natural banks and habitat of Cohn Creek, a tributary that drains into Marsh Creek. This creek was straightened decades ago and this project put it back to its natural state. This project was completed early 2024 and landowner reported a significant boost to the health to the area ecosystem including the natural addition of fish in the newly constructed creek. This project was a partnership effort with Portneuf SWCD, NRCS, Wild Rivers Restoration and Arimo Corporation. It was funded by NRCS-EQIP, WQPA and Arimo Corporation. Engineering was completed by Wild Rivers Restoration.

Portneuf SWCD wrote and administered the WQPA grant for \$87,638 of grant funding for this \$286,151 project.

The **Mud Springs and Dead Horse Project** will continue improvements in the Big Onion area and the Yellow Dog Creek Project (Completed last year). Improvements include 5 connected watering systems and brush removal. We brought in \$150,000 of grant funding for this \$250,000 project. This project is delayed accommodating additional conservation work. BLM is currently constructing similar improvements on their land directly adjacent to this one. Once completed, this project will implement planned improvement that will hook into BLM's system, therefore complimenting both sets of work.



The **Dempsey Creek Project** will install a bridge crossing in an area that lost a culvert in a flooding incident in 2023. The project is located south of the City of Lava Hot Springs. In addition to the bridge the stream bank will be stabilized. This project is funded by NRCS-EQIP and IDWR-Flood Management Grant. This project will be completed in summer 2025.

*Figure 1 Dempsey Creek 2023 Flooding incident. The red circle indicates the location of the original culvert.*

The **Pocatello Creek Restoration Project** in development with a pending grant application to the DEQ-319 Non-point Water Source Program. This project is intended to implement improvements to Pocatello Creek. The creek flows into Pocatello City limits, is a tributary to the Portneuf River and a contributor of sediment pollution. This creek is a part of the Portneuf River Vision identified as needing improvement to limit soil erosion. Portneuf SWCD reached out to over 100 landowners along the creek to scope out public interest in conservation work along the creek with moderately positive results. To date we have 4 interested landowners. Our pending grant is for a Pocatello resident near the fire station that is experiencing significant erosion that has encroached into the landowner's backyard. Due to the large number of landowners and complexities of the creek this may be the most complicated project attempted by Portneuf SWCD to date.



*Pocatello Creek adjacent to the Fire Station*

Conservation education is important to us! We continued to sponsor the Idaho state FFA soil competition, and Idaho Ag in the Classroom, Pocatello High School's 2 Envirothon Teams, Idaho Envirothon, the Idaho State Forestry Competition, and the Portneuf Environmental Fair. This year we participated in the Portneuf Environmental Fair Committee at our booth and provided several educational activities. Our bee hotel creation activity was a big hit!

We believe that no effort is too big or too small to make a lasting impact on our future, which is why we participate and will continue to participate in a variety of projects and programs. We are always looking for more opportunities to increase conservation and to provide conservation education to residents, landowners and organizations in both rural and urban areas.

Your support of Portneuf Soil and Water Conservation District will enable us to continue bringing conservation projects and programs to Bannock County.

Thank you,

Portneuf Soil & Water Conservation District

Portneuf Soil and Water Conservation District is an Equal Opportunity Employer

**PLEASE NOTE!! This Letter of Support Must be Completed in Full by the Donating Entity!!**

From: (Name of Donating Entity): Bannock County

Date: \_\_\_\_\_

To Whom It May Concern:

Pursuant to section 22-2727, Idaho Code and IDAPA 60.05.04 we are providing this letter to formally document our our donation of the following funds and services to the \_\_\_\_\_

\_\_\_\_\_ **Portneuf Soil** Conservation District during the \_\_\_\_\_ **2025** \_\_\_\_\_  
**and Water**

State fiscal year (July 1 - June 30). We understand that the Idaho Soil and Water Conservation Commission (SWCC) may allocate to the conservation district matching funds in a sum not to exceed twice the value of local funds and services received by the conservation district, provided that the legislature has appropriated adequate State funds to SWCC to meet requested match.

***The funds and services itemized below were provided for the general purposes of the conservation district. None of the itemized funds and services were provided for special projects, for use as required match for specific grants or projects, or on a fee-for-service basis.***

The stated value of donated services is based upon the open market value of those services.

In the space below, itemize funds and services donated to the District. For donated services, list each service provided and the value of that service as separate items. Attach additional pages if necessary.

\_\_\_\_\_  
General Operations  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Total value of donated funds and services: \$ \$15,000.00

Signature - ***By signing this letter I affirm that I am an authorized representative of the local organization or government named above and that the information provided herein is true and accurate. I agree to provide the Idaho Soil and Water Conservation Commission with any information requested to confirm the accuracy of the information provided above.***

Jeff Hough  
Printed Name

Commissioner, Chairman  
Title

624 E. Center St., room 101, Pocatello, ID 83201  
Mailing Address

(208) 236-1210

Phone Number (required) Email Address (optional)



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](mailto:agendarequest@bannockcounty.us) by noon on Monday prior to the scheduled meeting.

Name/Department:

Event Center

Concern/issue/question:

- 1) 4th District HS Rodeo- Queen Contest would like a fee waiver for 1 day in B-Building and 1 hour in the Indoor Arena.
  - 2) H208 Excursions is asking for contract approval for placing self-service kayak, paddle board, & chair kiosk in the Wellness Complex for the second year
- Suggested solution?**

- 1) approve the request
- 2) approve contract
- 3) approve contract

How much time will be needed for this issue?

15 minutes

What meeting date is requested?

2/13/25

List of attendees:

Scott Crowther, Chaney Nielsen, Teri Jones

- 1) Connie Wynn
- 2) Daniel Silva

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

Commissioner Office Only:

Date: 2/13/25 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](mailto:eventcenter@bannockcounty.us)  
**Phone:** 208-237-1340

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: P.O. 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: B-Building & (Indoor Arena 8a-9a)
- Event Description: High School Rodeo Queen Contest - Horsemanship in the indoor arena and Speech/Modeling
- Event Date(s): April 5, 2025 Estimated Number of Attendees: 10-20
- Event Start Time: 8 am Event End Time: 2 pm
- Additional Set-Up or Tear Down Days (if needed): \_\_\_\_\_
- Paid Admission Event: YES \_\_\_\_\_ NO X Cost \_\_\_\_\_ Event Open to the Public: YES X NO \_\_\_\_\_
- 501(c)(3): YES \_\_\_\_\_ NO X Non-Profit Name: \_\_\_\_\_ 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 \$ 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: \$ Fee Waiver (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  
\_\_\_\_\_  
Date 2/13/25  
Jeff Hough, Chairman

BANNOCK COUNTY  
By: \_\_\_\_\_ Date \_\_\_\_\_

\_\_\_\_\_  
Date 2/13/25  
Ernie Moser, Commissioner

\_\_\_\_\_  
Date 2/13/25  
Ken Bullock, 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 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.

### ADDITIONAL EVENT INFORMATION

EVENT NAME: 4th District High School Rodeo - Queen Contest

DATE: April 5, 2025

TIME OF EVENT: 8 am with horsemanship in indoor then 10 am speech modeling test in B Building

AREA: \_\_\_\_\_

ADDITIONAL EVENT DETAILS:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

SPECIAL SET UP INSTRUCTIONS:

will need a microphone \$ speaker alone with about 4 to 5 tables and about 20 chairs

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

NOTES/DRAWINGS:

Indoor \$60  
B Building \$150  
Total \$210

Would like a fee waiver for this event

# EVENT CENTER, WELLNESS COMPLEX, RV PARK

## FEE SCHEDULE

Area	Description	Cost		Unit	Quantity	Total
		<b>Half Day</b>	<b>Full Day</b>			
WELL	Pavilions 1-4 (Include 4 Tables & Electricity)	\$50	\$100	Per Pavilion		
WELL	Basketball Court (2 Courts Available)	\$50	\$100	Per Court		
WELL	Volleyball Courts (4 Courts Available)	\$50	\$100	Per Court		
WELL	Multi-Use Fields (6 Fields Available)	\$150	\$300	Per Field		
WELL	Championship Field	\$175	\$350	Per Field		
BCEC	Multi-Use Soccer Fields (6 Available)	\$150	\$300	Per Field		
BCEC	Indoor Arena (Seats 500) Event/Individual	\$60		Per Hour	1	\$60
<b>Indoor Arena Riding Passes</b>		<b>*Open Except For When Otherwise Reserved (Arena Worked Once Per Day) *</b>				
BCEC	6 Month Indoor Arena Family Pass (Nov-Apr)	\$120		Family of 4 Including Parents and Children 17 and Younger-Renewed Annually		
BCEC	6 Month Indoor Arena Individual Pass (Nov-Apr)	\$90		Renewed Annually		
BCEC	Indoor Arena Lights	\$25/Hour		Per Usage Hour		
BCEC	Arena 1	\$150	\$300	Half/Full Day		
BCEC	Arena 2	\$100	\$200	Half/Full Day		
BCEC	Arena 3	\$75	\$150	Half/Full Day		

BCEC	Arena 1 or 2 Lights	\$25/Hour		Per Arena/Per Hour		
BCEC	Building B (Concrete Floor/Heated)	\$25	\$250	Hour/Full Day	6	\$150
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)				
<b>ITEMS TO BE NEGOTIATED BY CONTACT ONLY</b>					
BCEC	Upper Arena & Grandstands (Seats 3,500)				
BCEC	Race Track				
BCEC	Elk Stage & Grass Area				
BCEC	Upper Office Spaces (3 Available)				
BCEC	Livestock Holding Pens				

## Independent Contractor Agreement

AGREEMENT made between BANNOCK COUNTY (*Governmental Entity*), a political subdivision of the state of Idaho, (herein "*ENTITY*") and Daniel Silva owner of H2o8 Excursions LLC (herein "*CONTRACTOR*").

THE PARTIES AGREE AS FOLLOWS:

**1. CONTRACT:** *ENTITY* hereby employs *CONTRACTOR* as an independent contractor to complete and perform the following work:

Place a self-service kayak, paddle board, and chair kiosk in the Wellness Complex

Pay vendor fee to *ENTITY* of Ninety (\$90) per month with the last payment due September 1, 2025. Equipment removed from the property no later than October 1, 2025.

Provide *ENTITY* with 3% of total sales at the end of the season, due on or before the 30<sup>th</sup> of each month.

**2. TIME OF PERFORMANCE AND TERMINATION:** Parties agree that *CONTRACTOR* shall install equipment for public use in May 2025, weather permitting, and remove equipment on or before October 1, 2025.

**3. COMPENSATION:** As compensation for services rendered, *ENTITY* agrees to provide *CONTRACTOR* with:

Designated area on the beach

**4. INDEPENDENT CONTRACTOR:** The parties agree that *CONTRACTOR* is the independent contractor of *ENTITY* and in no way an employee or agent of *ENTITY* and is not entitled to workers compensation or any benefit of employment with the *ENTITY*. *ENTITY* shall have no control over the performance of this Agreement by *CONTRACTOR* or its employees, except to specify the time and place of performance, and the results to be achieved. *ENTITY* shall have no responsibility for security or protection of *CONTRACTOR'S* supplies or equipment. *CONTRACTOR* agrees to pay and be responsible for all taxes due from the compensation received under this contract.

**5. WARRANTY:** *CONTRACTOR* warrants that all materials and goods supplied under this Agreement shall be of good merchantable quality and that all services will be performed in a good workmanlike manner. *CONTRACTOR* acknowledges that it will be liable for any breach of this warranty.

**6. INDEMNIFICATION:** *CONTRACTOR* agrees to indemnify, defend, and hold harmless *ENTITY*, 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 acts and/or any performances or activities of *CONTRACTOR*, *CONTRACTOR'S* agents, employees, or representatives under this Agreement.

**7. COMPLIANCE WITH LAWS:** *CONTRACTOR* agrees to comply with all federal, state, city, and local laws, rules and regulations.

# Independent Contractor Agreement

8. **ENTIRE AGREEMENT:** This is the entire agreement of the parties and can only be modified or amended in writing by the parties.

9. **ATTORNEY FEES:** Reasonable attorney fees shall be awarded to the prevailing party in any action to enforce this Agreement or to declare forfeiture or termination of this Agreement.

DATED this 13th day of February, 20 25.

ENTITY:

Bannock County  
(Governmental Entity)

CONTRACTOR:

By \_\_\_\_\_  
(Name)

By Jeff Hough

Its \_\_\_\_\_  
(Title or Office)

Its Commissioner, Chairman

WITNESS:

\_\_\_\_\_  
(Signature of Witness or Notary Public)

ATTEST:

\_\_\_\_\_  
Clerk of

\_\_\_\_\_  
(County, City or other Governmental Entity)

Form and content approved by \_\_\_\_\_ as attorney for \_\_\_\_\_  
(Governmental Entity).

## 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 State University Rodeo Team, a Non-Profit Corporation (hereinafter referred to as "ISU Rodeo").

THE PARTIES AGREE TO THE FOLLOWING TERMS AND CONDITIONS:

1. **NAME OF EVENT:** Idaho State University Rodeo Team
2. **TERMS OF AGREEMENT:** This Agreement will be effective for a period of three (3) years, from 2025 through 2027.
3. **DATES OF EVENT(S):** ISU Rodeo will give proper notice of the 2025, 2026, and 2027 event dates to BANNOCK COUNTY within a reasonable time when they become known, but no later than eight (8) months prior to the start date of the event.
4. **FEES:** ISU Rodeo shall pay BANNOCK COUNTY an annual fee of \$12,000.00 for the use of the facility commencing in 2025, 2026, and 2027.
  - a. ISU Rodeo Students will be responsible for 600 volunteer hours of facility cleanup. This is to be organized by ISU Rodeos Head Rodeo Coach and Bannock County.
  - b. ISU Rodeo will list Bannock County as a sponsor on all advertisements for this event up to \$5000.00 in advertising.
5. **PAYMENT:** The entire balance owing shall be paid to BANNOCK COUNTY at least seven (7) days prior to the scheduled Event.
6. **FACILITIES:** ISU Rodeo shall have exclusive access and use of the following facilities, during the agreed upon dates and times, at the Event Center: Indoor Arena, Livestock Pens, Upper Arena/Grandstands, Stalls, Building D Stalls, and Indoor Riding Passes. Nothing contained herein shall contemplate the use or control of areas and/or structures yet to be developed or erected.
  - a. **HORSE STALLS:** ISU Rodeo shall be responsible for collecting any rent/fee they deem proper for the use of the Horse Stalls; the agreement shall be solely between ISU Rodeo and the user. ISU Rodeo will split the Horse Stall fee with BANNOCK COUNTY 50 /50 with ISU Rodeo receiving 50%, and BANNOCK COUNTY receiving 50%. ISU Rodeo shall be responsible for complying with applicable state, local, and federal laws or regulations. ISU Rodeo shall be responsible for scheduling and cleaning

the stalls ISU Rodeo shall place the manure/shavings outside each stall so Bannock County can dispose of the same. BANNOCK COUNTY will ensure the stalls are functional and in good repair prior to the Event.

7. **SPONSORSHIPS:** BANNOCK COUNTY recognizes the right of ISU Rodeo 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. ISU Rodeo 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 ISU Rodeo with a County tractor and operator to work the arenas prior to practices and events. No other BANNOCK COUNTY equipment shall be used by ISU Rodeo, its agents, officers, employees, volunteers or patrons without the express written permission of BANNOCK COUNTY, along with a signed waiver.
  
9. **MISCELLANEOUS TERMS AND CONDITIONS:**
  - a. ISU Rodeo 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 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 outdoor; 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 ISU Rodeo at its own expense as is deemed necessary for protection of valuable displays and buildings during the Event, day and night.
  
10. **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.
  
11. **INSURANCE:** ISU Rodeo 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.

12. **HAZARDOUS ACTIVITY:** ISU Rodeo recognizes this Event has activities which carry inherent risk or injury, property destruction or death. As such, ISU Rodeo 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 12(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. ISU Rodeo 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.
13. **WARRANTIES:** There are no express or implied warranties provided by BANNOCK COUNTY. ISU Rodeo, in executing this agreement, is relying upon its own judgement, information, and inspection of the property.
14. **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.
15. **ASSIGNMENT OR SUBLETTING PROHIBITED:** ISU Rodeo 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 6(a), Horse Stalls.
16. **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.

17. **GOOD FAITH:** BANNOCK COUNTY and ISU Rodeo shall continue to engage in good-faith communication and negotiation during the term of this agreement to help keep costs low for use by ISU Rodeo, while also contemplating the actual costs to BANNOCK COUNTY.
  
18. **ENTIRE AGREEMENT:** This is the entire agreement of the parties and can only be modified or amended in writing by the parties.
  
19. **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.
  
20. **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 ISU Rodeo by hand delivery or USPS First-Class Mail to Kindee Kananen, ISU Rodeo Team, 921 S. 8<sup>th</sup> Avenue, Stop 8061, Pocatello, ID 83209. 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 13<sup>th</sup> day of February 2025.

BANNOCK COUNTY

\_\_\_\_\_ Date \_\_\_\_\_  
Scott Crowther, Event Director

BANNOCK COUNTY BOARD OF COMMISSIONERS

\_\_\_\_\_ Date 2/13/25  
Jeff Hough, Chairman

\_\_\_\_\_ Date 2/13/25  
Ernie Moser, Commissioner

\_\_\_\_\_ Date 2/13/25  
Ken Bullock, Commissioner

IDAHO STATE UNIVERSITY RODEO TEAM

\_\_\_\_\_  
Kindee Kananen, ISU Head Rodeo Coach

### Attachment A

Bannock County Events Center rents to Renter (Idaho State University Rodeo Team) the following during the calendar year 2024-2025:

- 1) The Indoor Arena every Tuesday and Thursday from 4:00 pm - 9:00 pm at the Bannock County Events Center during the spring and fall semesters as listed:
  - a) During the period from August 20, 2024 to October 3, 2024
    - i) 14 practice sessions including:
      - (1) August: 20, 22, 27, 29,
      - (2) September: 3, 5, 10, 12, 17, 19, 24, 26,
      - (3) October: 1, 3,
  - b) During the period from February 11, 2025 to April 29, 2025
    - i) 25 practice sessions including:
      - (1) February: 11, 13, 18, 20, 25, 27
      - (2) March: 4, 6, 11, 13, 18, 20, 25, 27, 28
      - (3) April: 1, 3, 4, 8, 10, 15, 17, 22, 24, 29,
- 2) Livestock pens by the indoor arena during the periods of August 14, 2024, to December 18, 2024, and January 8, 2025, to May 14, 2025, for the following:
  - a) 2 pens for approximately 30 calves (with shelter)
  - b) 1 pen for approximately 5 steer wrestling steers
  - c) 1 pen for approximately 10 team roping steers
  - d) 2 covered stall/pens for approximately 5-12 goats
- 3) The Upper /Indoor/ Roping Arenas at the Bannock Country Events Center during the periods of September 12<sup>th</sup> & 13<sup>th</sup> 2025 for the NIRA Bengal Round-Up Rodeo. All food concessions will profit the Bannock County Events Center.
- 4) Stalls fees associated with the ISU-hosted college rodeo will be split evenly between the Idaho State University Rodeo Team and the Bannock County Events Center. (All shavings sold directly from the fairgrounds will be sold at the current price and all funds go to the fairgrounds.)
- 5) Stall usage (average of 40 stalls per fall and spring seasons) August 14, 2024 – December 18, 2024 and January 8, 2025 to May 13, 2025
  - a) Stalls with runs by indoor; a total of 24 runs are available (1-24).
  - b) Idaho State University Rodeo team member stalling in a run or box stall by the indoor will also receive a hay/tack stall; a total of 16 are available (55 and 70-84)
  - c) Idaho State University Rodeo team members will be required to purchase stall use from Bannock County Event Center during the
    - i) December 19, 2025 to January 7, 2025
    - ii) May 14, 2025 to August 19, 2025
  - d) Animal Welfare Compliance
    - i) Idaho State University Rodeo Team Members stalling horses at the Bannock County Event Center are required to maintain and clean stalls daily. Stall

- cleanliness will be up to Idaho State University ISU Rodeo Team Head Coach and Bannock County Event Center Employee's discretion.
- ii) Failure to maintain stall cleanliness will result in the ISU Team Member losing stalling privileges.
  - iii) If Idaho State University Rodeo Team member is stalling at the Bannock County Event Center before or after season, the same stall cleanliness standards will be upheld.
  - iv) The Idaho State University Rodeo Team and the Bannock County Event Center Employees will continue to work cooperatively, setting the standards for cleanliness.
- 6) Four (4) additional days in the Indoor Arena at the Bannock County Event Center at a time to be determined between the Bannock County Event Center and the Idaho State University Rodeo Team to be used specifically towards fundraising opportunities.
- 7) All current Idaho State University Rodeo Team will be provided with passes to the Indoor Arena during each academic school year, August through May. Team members will be required to purchase their own passes to use the arena in the off season. Team members will also be required to sign out key card at the Bannock County Events Center office with a \$10 nonrefundable deposit, and valid photo ID to obtain key.

**Attachment B**

Bannock County Events Center rents to Renter (Idaho State University Rodeo Team) the following during the calendar year 2025 - 2026:

- 1) The Indoor Arena every Tuesday and Thursday from 4:00 pm – 9:00 pm at the Bannock County Event Center during the spring and fall semesters as listed:
  - a) During the period from August 19, 2025 to October 16, 2025
    - i) 18 practice sessions including:
      - (1) August: 19, 21, 26, 28
      - (2) September: 2, 4, 9, 11, 16, 18, 23, 25, 30,
      - (3) October: 2, 7, 9, 14, 16,
  - b) During the period from February 3, 2026 to April 30, 2026
    - i) 26 practice sessions including:
      - (1) February: 3, 5, 10, 12, 17, 19, 24, 26,
      - (2) March: 3, 5, 10, 12, 17, 19, 24, 26, 31,
      - (3) April: 2, 7, 9, 14, 16, 21, 23, 28, 30,
- 2) Livestock pens by the indoor arena during the periods of August 20, 2025, to December 24, 2025, and January 7, 2026, to May 13, 2026, for the following:
  - a) 2 pens for approximately 30 calves (with shelter)
  - b) 1 pen for approximately 5 steer wrestling steers
  - c) 1 pen for approximately 10 team roping steers
  - d) 2 covered stall/pen for approximately 5-12 goats
- 3) The Upper /Indoor/ Roping Arenas at the Bannock Country Events Center during the periods of September 11<sup>th</sup> & 12<sup>th</sup> 2026 for the NIRA Bengal Round-Up Rodeo. All food concessions will profit the Bannock County Events Center.
- 4) Stalls fees associated with the ISU-hosted college rodeo will be split evenly between the Idaho State University Rodeo Team and the Bannock County Events Center. (All shavings sold directly from the fairgrounds will be sold at the current price and all funds go to the fairgrounds.)
- 5) Stall usage (average of 54 stalls per fall and spring seasons) August 20, 2025, to December 24, 2025, and January 7, 2026, to May 13, 2026,
  - a) Stalls with runs by indoor; a total of 24 runs are available (1-24).
  - b) Idaho State University Rodeo team member stalling in a run or box stall by the indoor will also receive a hay/tack stall; a total of 16 are available (55 and 70-84)
  - c) Idaho State University Rodeo team members will be required to purchase stall use from Bannock County Event Center during the off-season time including
    - i) December 25, 2025 to January 6, 2026
    - ii) May 14, 2026 to August 18, 2026
  - d) Animal Welfare Compliance
    - i) Idaho State University Rodeo Team Members stalling horses at the Bannock County Event Center are required to maintain and clean stalls daily. Stall

- cleanliness will be up to Idaho State University ISU Rodeo Team Head Coach and Bannock County Event Center Employee's discretion.
- ii) Failure to maintain stall cleanliness will result in the ISU Team Member losing stalling privileges.
  - iii) If Idaho State University Rodeo Team member is stalling at the Bannock County Event Center before or after season, the same stall cleanliness standards will be upheld.
  - iv) The Idaho State University Rodeo Team and the Bannock County Event Center Employees will continue to work cooperatively, setting the standards for cleanliness.
- 6) Four (4) additional days in the Indoor Arena at the Bannock County Event Center at a time to be determined between the Bannock County Event Center and the Idaho State University Rodeo Team to be used specifically towards fundraising opportunities.
- 7) All current Idaho State University Rodeo Team will be provided with passes to the Indoor Arena during each academic school year, August through May. Team members will be required to purchase their own passes to use the arena in the off season. Team members will also be required to sign out key card at the Bannock County Events Center office with a \$10 nonrefundable deposit, and valid photo ID to obtain key.

### Attachment C

Bannock County Events Center rents to Renter (Idaho State University Rodeo Team) the following during the calendar year 2026-2027:

- 1) The Indoor Arena every Tuesday and Thursday from 4:00 pm – 9:00 pm at the Bannock County Event Center during the spring and fall semesters as listed:
  - a) During the period from August 25, 2026 to October 15, 2027
    - i) 16 practice sessions including:
      - (1) August: 25, 27,
      - (2) September: 1, 3, 8, 10, 15, 17, 22, 24, 29,
      - (3) October: 1, 6, 8, 13, 15,
  - b) During the period from February 2, 2027 to April 29, 2027
    - i) 25 practice sessions including:
      - (1) February: 2, 4, 9, 11, 16, 18, 23, 25
      - (2) March: 2, 4, 9, 11, 16, 18, 23, 25, 30
      - (3) April: 1, 6, 8, 13, 15, 20, 22, 27, 29
- 2) Livestock pens by the indoor arena during the periods of August 19, 2026, to December 23, 2026, for the following:
  - a) 2 pens for approximately 30 calves (with shelter)
  - b) 1 pen for approximately 5 steer wrestling steers
  - c) 1 pen for approximately 10 team roping steers
  - d) 2 covered stall/pen for approximately 5-12 goats
- 3) The Upper /Indoor/ Roping Arenas at the Bannock Country Events Center during the periods of September 10<sup>th</sup> & 11<sup>th</sup> 2027 for the NIRA Bengal Round-Up Rodeo. All food concessions will profit the Bannock County Events Center.
- 4) Stalls fees associated with the ISU-hosted college rodeo will be split evenly between the Idaho State University Rodeo Team and the Bannock County Events Center. (All shavings sold directly from the fairgrounds will be sold at the current price and all funds go to the fairgrounds.)
- 5) Stall usage (average of 54 stalls per fall and spring seasons) August 19, 2025, to December 23, 2026, and January 6, 2027 to May 12, 2027
  - a) Stalls with runs by indoor; a total of 24 runs are available (1-24).
  - b) Idaho State University Rodeo team member stalling in a run or box stall by the indoor will also receive a hay/tack stall; a total of 16 are available (55 and 70-84)
  - c) Idaho State University Rodeo team members will be required to purchase stall use from Bannock County Event Center during the off-season time including
    - i) December 24, 2026 to January 5, 2027
    - ii) May 13, 2027 to August 17, 2027
  - d) Animal Welfare Compliance
    - i) Idaho State University Rodeo Team Members stalling horses at the Bannock County Event Center are required to maintain and clean stalls daily. Stall

- cleanliness will be up to Idaho State University ISU Rodeo Team Head Coach and Bannock County Event Center Employee's discretion.
- ii) Failure to maintain stall cleanliness will result in the ISU Team Member losing stalling privileges.
  - iii) If Idaho State University Rodeo Team member is stalling at the Bannock County Event Center before or after season, the same stall cleanliness standards will be upheld.
  - iv) The Idaho State University Rodeo Team and the Bannock County Event Center Employees will continue to work cooperatively, setting the standards for cleanliness.
- 6) Four (4) additional days in the Indoor Arena at the Bannock County Event Center at a time to be determined between the Bannock County Event Center and the Idaho State University Rodeo Team to be used specifically towards fundraising opportunities.
- 7) All current Idaho State University Rodeo Team will be provided with passes to the Indoor Arena during each academic school year, August through May. Team members will be required to purchase their own passes to use the arena in the off season. Team members will also be required to sign out key card at the Bannock County Events Center office with a \$10 nonrefundable deposit, and valid photo ID to obtain key.

**ISU RODEO 2024-2025**

Location	DATES	FEEES					
INDOOR ARENA - 4 p.m. - 9 p.m.		<b>PRICE PER HOUR</b>		<b>HOURS PER DAY</b>	<b>TOTAL \$ PER DAY</b>	<b>DAYS PER MONTH</b>	<b>TOTAL COST</b>
	AUGUST - 20, 22, 27, 29	\$	60.00	5	\$ 300.00	4	\$ 1,200.00
	SEPTEMBER - 3, 5, 10, 12, 17, 19, 24, 26	\$	60.00	5	\$ 300.00	8	\$ 2,400.00
	OCTOBER - 1, 3,	\$	60.00	5	\$ 300.00	2	\$ 600.00
	FEBRUARY - 11, 13, 18, 20, 25, 27,	\$	60.00	5	\$ 300.00	6	\$ 1,800.00
	MARCH - 4, 6, 11, 13, 18, 20, 25, 27, 28	\$	60.00	5	\$ 300.00	9	\$ 2,700.00
	APRIL - 1, 3, 8, 10, 15, 17, 22, 24,	\$	60.00	5	\$ 300.00	8	\$ 2,400.00
					<b>TOTAL</b>		<b>\$ 11,100.00</b>
						37	
LIVESTOCK PENS	AUGUST 20 - OCTOBER 4, 2024	NO FEE					
	FEBRUARY 4 - MAY 1, 2025	NO FEE					
UPPER ARENA/INDOOR ARENA (BENGAL ROUND-UP RODEO)	SEPTEMBER 13, 2025 - SEPTEMBER 14, 2025	<b>PRICE PER DAY</b>		<b>TOTAL DAYS</b>			
	INDOOR ARENA	\$	480.00	2	\$ 960.00		\$ 960.00
	UPPER ARENA/GRANDSTANDS	\$	500.00	2	\$ 1,000.00		\$ 1,000.00
					<b>TOTAL</b>		<b>\$ 1,960.00</b>
STALLS	8/14/2024 to 5/14/2025	<b>MONTHLY PRICE FOR STALLS</b>		<b>NUMBER OF STALLS</b>	<b>TOTAL \$ PER MONTH</b>	<b>NUMBER OF MONTHS</b>	<b>TOTAL COST</b>
		\$	65.00	40	\$ 2,600.00	8	\$ 20,800.00
INDOOR ARENA (ADDITIONAL DAYS)		\$	480.00	0	\$ -	0	\$ -
TRACTOR W/OPERATOR		<b>PRICE PER HOUR</b>		<b>HOURS PER DAY</b>	<b>TOTAL \$ PER DAY</b>	<b>NUMBER OF DAYS</b>	<b>TOTAL COST</b>
		\$	75.00	2	\$ 150.00	48	\$ 7,200.00
INDOOR SEASON PASSES	SPRING/FALL	\$	120.00	2	\$ 240.00		\$ 240.00
						<b>Total Cost</b>	<b>\$ 41,300.00</b>
Volunteers		<b>Number of Volunteers</b>		<b>Dollars Per Hour</b>	<b>Number of Hours</b>	<b>Total Hours</b>	
			20	\$ 25.00	30	600	\$ 15,000.00
Dollars on Advertising		\$	5,000.00				\$ 5,000.00
One Half Page Program Ad						Total After Discounts	\$ 21,300.00
One Arena Banner							
4 VIP tickets to both nights of the Rodeo						<b>TOTAL TO PAY</b>	<b>\$ 11,500.00</b>
2 Pa's both nights of the rodeo							
Website logo exposure						Total Fee Waiver	\$ 9,800.00
Featured on 6 social posts throughout the year on both facebook and instagram							

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](mailto:agendarequest@bannockcounty.us) by noon on Monday prior to the scheduled meeting.

**Name/Department:**

Kiel Burmester/Public Works

**Concern/issue/question:**

1. Compensatory Time Accumulation
2. Designation and Authorization of Representative for UAS Licensing
3. Department Update

**Suggested solution?**

**How much time will be needed for this issue?**

15 minutes

**What meeting date is requested?**

2/13/25

**List of attendees:**

Buddy Romriell  
Dana Evans

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

Commissioner Office Only:

Date: 2/13/25 Time: \_\_\_\_\_



# MEMO

**To:** Bannock County Commissioners  
**From:** Kiel Burmester, Public Works Director  
**Date:** February 10, 2025  
**RE:** Compensatory Time Accumulation

---

Dear Commissioners,

I would like to request that Road and Bridge employees, when required, be able to exceed the maximum of 50 hours of compensatory time during the winter season.

To cover each plow route during a storm event, it requires all most all Road and Bridge operators. At this time, we have enough personnel to cover each route with two employees as floaters for employees that are sick or on vacation. To account for this overtime, we utilize budgeted paid leave and compensatory time.

As we move into summer, we will work with employees to utilize their compensatory time through the summer/fall months.

I appreciate your time and consideration in this matter.

Sincerely,

A handwritten signature in blue ink, appearing to read "K. Burmester", is written over a light blue circular stamp.

Kiel Burmester

Public Works Director



Hylio, Inc.  
1020 Agnes Road  
Richmond, TX 77469  
contact@hyl.io

## DESIGNATION AND AUTHORIZATION OF REPRESENTATIVE FOR UAS (Unmanned Aerial System) LICENSING

### 1. AGREEMENT

This agreement (HEREIN REFERRED TO AS “THE AGREEMENT”) is entered by and between Hylio, Inc., a Texas based C-corporation with corporate address located at 1020 Agnes Road, Richmond, Texas 77469, (HEREIN REFERRED TO AS “HYLIO”) and

[ Bannock County Mosquito Abatement ], a [ Government Agency ] with official address at

[ 1500 Fort Hall Mine Road. Pocatello, ID 83204 ] (HEREIN REFERRED TO AS “THE CLIENT”).

### 2. DESIGNATION AND AUTHORIZATION OF REPRESENTATIVE

I, [ ], as an individual that is legally authorized to do so on behalf of THE CLIENT, hereby designate and authorize [ Nicholas Nawratil ] (HEREIN REFERRED TO AS “THE REPRESENTATIVE”), an employee of HYLIO, to officially represent THE CLIENT in the matter of obtaining licenses, permits, certifications, waivers, and other authorizations pertaining to operation of UAS (unmanned aerial systems) within the USA for agricultural and other purposes (HEREIN REFERRED TO AS “UAS LICENSING”).

By designating and authorizing THE REPRESENTATIVE as THE CLIENT’s official representative, I acknowledge and agree that THE REPRESENTATIVE is authorized to generate, submit, and sign documents on behalf of THE CLIENT, while referring to themselves as a representative of THE CLIENT in writing, for the purpose of obtaining UAS LICENSING for, and in the name of, THE CLIENT.

THE CLIENT and HYLIO may collectively be referred to as “THE PARTIES” herein. Work and/or actions taken by THE REPRESENTATIVE and/or HYLIO to obtain the UAS LICENSING on behalf of THE CLIENT may be referred to as “THE SERVICES” herein.

### 3. ACKNOWLEDGEMENT OF THE REPRESENTATIVE’S QUALIFICATIONS



Hyl.io, Inc.  
1020 Agnes Road  
Richmond, TX 77469  
contact@hyl.io

I acknowledge that THE REPRESENTATIVE is not a licensed and/or practicing attorney. I acknowledge that in no way are any of THE SERVICES that THE REPRESENTATIVE provides to be considered legal counsel in any way, shape, or form.

#### **4. BEST EFFORTS**

I understand that THE REPRESENTATIVE will, to their best of ability, attempt to successfully execute THE SERVICES. However, I acknowledge that despite the best efforts of HYLIO and THE REPRESENTATIVE, the desired UAS LICENSING may take longer to obtain than predicted or desired, or may never be obtained at all, depending on a variety of external factors outside of the control of HYLIO and/or THE REPRESENTATIVE (for example, changing policies within the FAA or other pertinent government organizations can impede or prevent the success of THE SERVICES).

#### **5. INDEMNIFICATION AND HOLD HARMLESS**

5. I agree to defend, indemnify and hold HYLIO, its officers, directors, agents, employees (including THE REPRESENTATIVE), and advisors harmless from and against any and all material losses, liabilities, damages, claims, suits and settlements, royalties, costs and expenses, including reasonable costs of investigation, settlement, and defense and reasonable legal fees, court costs, and any interest costs or penalties arising out of or relating to my negligence or fault related to THE SERVICES. Further, I agree to release HYLIO, its officers, directors, agents, employees (including THE REPRESENTATIVE), and advisors from any and all liabilities, damages, claims and suits for any advice HYLIO provides to me related to the SERVICES or for any communication HYLIO has with a government authority on my behalf related to the SERVICES, specifically including communications with the Federal Aviation Administration.

#### **6. CHOICE OF LAW**

All matters arising out of or relating to THE AGREEMENT are governed by and construed in accordance with the internal laws of the State of Texas without giving effect to any choice or conflict of law provision or rule (whether of the State of Texas or any other



Hyl.io, Inc.  
1020 Agnes Road  
Richmond, TX 77469  
contact@hyl.io

jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the State of Texas. THE PARTIES submit to the jurisdiction of the state courts located in Fort Bend County, Texas or federal district court located in Houston, Texas.

#### **7. CONFIDENTIAL INFORMATION**

All non-public, confidential or proprietary information of HYLIO, including but not limited to specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, customer lists, pricing, discounts or rebates, disclosed by HYLIO and/or THE REPRESENTATIVE to THE CLIENT, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as "confidential" in connection with THE SERVICES outlined herein is confidential, solely for the use of performing THE SERVICES outlined herein and may not be disclosed or copied unless authorized in advance by HYLIO in writing. Upon HYLIO's request, THE CLIENT shall promptly return all documents and other materials received from HYLIO. HYLIO shall be entitled to injunctive relief for any violation of this Section 7. This Section 7 does not apply to information that is: (a) in the public domain; (b) known to THE CLIENT at the time of disclosure; or (c) rightfully obtained by THE CLIENT on a non-confidential basis from a third party.

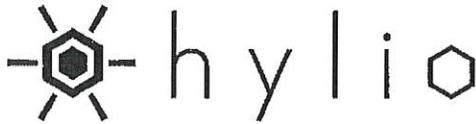
#### **8. ENTIRE AGREEMENT AND AMENDMENT**

THE AGREEMENT will be deemed the final and integrated agreement between THE CLIENT and HYLIO with respect to the subject matter hereof. THE AGREEMENT may not be modified except in a writing executed by duly authorized representatives of THE PARTIES.

#### **9. NO THIRD-PARTY BENEFICIARIES**

These terms herein are for the sole benefit of THE PARTIES hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of these terms.

#### **10. SEVERABILITY**



Hyl.io, Inc.  
1020 Agnes Road  
Richmond, TX 77469  
contact@hyl.io

If any term or provision of THE AGREEMENT is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of THE AGREEMENT or invalidate or render unenforceable such term or provision in any other jurisdiction.

**11. TERM AND TERMINATION**

The terms and provisions herein shall commence immediately upon the signing of THE AGREEMENT by authorized representatives of both of THE PARTIES. THE AGREEMENT may be terminated by explicit, written, and signed agreement to do so between authorized representatives of both of THE PARTIES.

**12. SURVIVAL**

Provisions of THE AGREEMENT which by their nature should apply beyond their terms will remain in force after any termination or expiration of THIS AGREEMENT including, but not limited to, the following provisions: Indemnification And Hold Harmless, Choice of Law, Confidential Information, and Survival.

**THE CLIENT**

**HYLIO**

**Full Name of Authorized Representative**

**Full Name of Authorized Representative**

*Jeff Hough*

Nicholas Nawratil

**Signature of Authorized Representative**

**Signature of Authorized Representative**

*Nicholas Nawratil*

**Title of Authorized Representative**

**Title of Authorized Representative**

*Commissioner, Chairman*

COO, Hyl.io Inc.

**Date Signed**

**Date Signed**

*2/13/25*

12-26-2024

CONFIDENTIAL: This document contains confidential or proprietary information exempt from public disclosure. No portion of this document may be reproduced, redistributed, or otherwise disclosed to any third party.

Petitioner Name	Dana R Evans
Company Name	Bannock County Mosquito Abatement
Address	1500 Fort Hall Mine RD Pocatello, ID 83204
Chief Supervisor of Operations	Dana R Evans
Chief Supervisor of Operations Contact	208-251-3945
Chief Supervisor of Operations Address	1500 Fort Hall Mine RD Pocatello, ID 83204
Pilot in Command	Dana R Evans
PIC Certificate Number	5087873
Aircraft Make	Hyllo
Aircraft Model	AG-230
N-Number	N367BB
137 Certificate Number (If extension or amendment)	N/A

**BANNOCK COUNTY COMMISSIONERS**

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**ERNIE MOSER**  
 Commissioner  
 1st District

**JEFF HOUGH**  
 Commissioner  
 2nd District

**KEN BULLOCK**  
 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](mailto:agendarequest@bannockcounty.gov) by noon on the Monday prior to the scheduled meeting.

Name / Department:

Commission

Email:

Commission@bannockcounty.us

Concern/Issue/Question:

Discuss Landfill fees with the Assessor and the Treasurer

Suggested Solution:

Date of meeting being requested:

02/13/2025  
 20

How much time will be needed?

10 minutes

List of attendees:

Anita Hymas, Randy Hobson, Jennifer Clark and Misty Katsilometes



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**ERNIE 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.us

Item(s) to be considered:

Discussing parcel RPRICPI000302 in Inkom. In order to be able to sell a portion of it, we need to survey each piece. I would also like to talk about the pieces that contain rights-of-way and what we can do with those pieces.

Date of meeting being requested:

02/13/2025

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:

Anita Hymas, Tristan Bourquin, Jeremy Messick