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Commissioners' Agenda

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

Tuesday, February 18, 2025

9:00 AM Business Meeting (action items)

Agenda:

- Daniel Kendall, Chief Building Officer, seeking approval of and signature on documents including an Easement for Idaho Power at the YDC (requested 5 minutes) (action item)
- Scott Crowther, Business Manager and Event Director, regarding a conversation about sponsorship agreement authority (requested 5 minutes) (action item)
- Emma Iannacone, Public Information Officer, requesting approval of sponsorship for the Portneuf Valley EnviroFair (requested 5 minutes) (action item)

RESOLUTIONS AND ORDINANCES (action items):

LETTERS AND NOTICES (action items):

SIGNATURE ONLY (action items):

CONSENT AGENDA (action items):

- Manual Checks
- Alcohol Licenses and Catering Permits
- Certificate of Residency Approval
- 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
- Technology Forms
- Minutes:

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, three to five working days before the meeting.*

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

Name/Department:

Daniel Kendall

Item to be considered/background:

Approval of and signature on Easement at the YDC for Idaho Power

How much time will be needed? Meeting date requested:

5 minutes

2/18/25

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:

Daniel Kendall

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

Commissioner Office Only:

Date: 2/13/25 Time: _____

Customer Performed Construction Work Agreement

BANNOCK COUNTY

10588 FAIRGROUND DR / POCATELLO, ID83202

This Customer Performed Construction Agreement ("Agreement") is between Idaho Power Company ("Idaho Power") and BANNOCK COUNTY ("Customer"), and sets forth the terms and conditions that shall govern the Customer's Performing a portion of the construction work ("Work") required as a part of Idaho Power's Work Order Number below.

Customer understands and agrees to the following with regards to the Work performed by the Customer under this agreement:

- 1 Work will be performed is marked on the Work Order Map attached hereto and is referred to as the Customer's Work Area.
- 2 The Work shall be performed under the direction and control of the Customer who shall be acting as an independent contractor and not as an agent or employee of Idaho Power.
- 3 The Customer agrees to indemnify, defend, reimburse and hold harmless Idaho Power and its successors and their respective directors, officers, members, employees, representatives, and agents from, for, and against any claims, allegations, demands, damages, liens, losses, expenses, suits, actions, proceedings, judgments, liabilities, and costs of any kind whatsoever (including attorneys' fees and expert witness fees and expenses) from third parties arising out of, or relating to, the Work, a violation by Customer of any federal or state law, regulation, statute, or ordinance, or any breach by Customer of this Agreement.
- 4 The Customer shall be responsible for the safety of all individuals near the Work site, including without limitation, the safety of the Customer and its contractors, employees, and agents. The Customer shall take precautions for safety of, and shall provide protection to prevent damage, injury or loss to (i) those performing labor or Work or furnishing materials or equipment at the Work site and other persons who may be affected thereby; (ii) other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities; and (iii) the work, materials, equipment, tools, machinery and facilities of or being utilized by Idaho Power or separate consultants or contractors. Customer shall erect and maintain, as required by existing conditions and performance of this Agreement, reasonable safeguards for safety and protection, including but not limited to, posting danger signs and other warnings against hazards, promulgating safety regulations and shall make arrangements with utilities and Dig Line to identify the location of all underground utilities 2 days prior to commencing the Work.
- 5 Idaho Power shall have the right to review, test, inspect, approve, and accept the Work provided or performed by the Customer. The Customer shall comply (and shall cause its contractors, and any person or entity performing any portion of the Work to comply) with all federal, state, and local laws, rules, regulations, codes and permits applicable to the Work, and the following Idaho Power specifications:
 - a. The minimum width of a Customer-provided trench is 18 inches for most installations. This allows adequate spacing between conduits for most applications. Prior approval is necessary for any other width from the Idaho Power representative assigned to this job.
 - b. The spoils pile will be stored a minimum of 2 feet from the edge of the trench for working space and safety.
 - c. The Customer will have equipment and operator onsite to correct any problems with the trench.
 - d. The Customer will be responsible for any damage to property or landscape done during trenching
 - e. The Customer will install and be responsible for erosion controls at trench location when trench is the possibility of washing out before vegetation grows back.
 - f. A minimum burial depth (measured from the top of the conduit) of 42 inches for primary trench and 30 inches for secondary and service trench. The customer will backfill with native soil and wheel-roll the trench for standard compaction. Wheel rolling achieves about 80 percent compaction rate. This depends on soil conditions. Shading the conduit with enough selected backfill material to provide 6 inches of cover. Rocks no larger than 2 inches for the first 6 inches of fill material are allowed and rocks no larger than 6 inches for the remainder of the fill are allowed.
 - g. The trench must be inspected by an Idaho Power representative prior to backfill.

Internal Use

Service Request Number: 00532016 | Work Order Number: 27670286 | Design Number: 0000174538

Standard compaction is required in all areas that do not require high compaction. For standard compaction, backfill with the native soil and wheel-roll the trench. If the soil is loamy or does not compact well, the spoils must be hauled off and replaced with 3/4-inch road mix up to 12 inches of the surface. Native backfill will be used for the top 12 inches of the trench.

0 Standard Compaction footage.

Note: The grantor of the right-of-way may require high compaction in areas not under a paved surface or road but still within the right-of-way.

High compaction is required in areas where the trench will be under a roadway, alley, driveway, parking lot (whether paved or unpaved), a paved surface or where the grantor of the right-of-way requires high compaction. For high compaction, backfill the trench in 12-inch lifts with 3/4-inch road mix or pit run and compact each lift with a Wacker or other similar compaction device. Native soil is not acceptable as a backfill material for high compaction and must be hauled off.

0 High Compaction footage.

- 6 The Customer acknowledges his/her full and continuing responsibility to use reasonable judgment in all aspects of the performance of the Work. In addition, the Customer agrees that at any time during the progress of the Work and at Idaho Power's option, Idaho Power may order, after inspection, that any Work deemed to be unsatisfactory shall be reperfomed at Customer's sole cost and expense.
- 7 Idaho Power will install all primary conduit, cables, transformers and pads.
- 8 Except for the Work described in this Agreement, all other work will be performed by Idaho Power or its contractor.
- 9 This Agreement and all Work required to be performed under the Work Order described above is subject to all applicable schedules and tariffs approved and filed with Idaho Power's regulators.
- 10 Other

Customer will receive credit on the Customer Cost Quote in the amount of **\$2,236.00**, as a contribution in aid of construction for the Work performed under this Agreement.

Customer Signature: Jeff Hough

Date: 2/18/25

Idaho Power Representative: GARY PECK

Date: 2/13/2025



Customer Load and Service Information

Thank you for your request. Idaho Power is excited to serve as your electric service provider. Please provide the following information so we can meet your energy needs.

Customer/Company Name: Bannock County
 Project Location: 10588 N. Fairgrounds Road, Pocatello, Idaho 83201
 Financial Responsible Party: Bannock County
 Contact Name: Daniel Kendall Phone Number: 208-251-2460 (cell)
 Mailing Address: 624 E. Center St., room 101, Pocatello, Idaho 83201 208-236-7210 (work)
 Email Address: danielk@bannockcounty.us

Electrician name: Larson Electric Phone Number: (208) 237-2058
 Builder Name: Headwaters Construction Phone Number: (208) 499-0829
 Other Contacts: Geoff Baca (Superintendent) Phone Number: (208) 499-0860

400 Panel Amperage **Service Type** **Single Phase** **Three Phase**
80 Connected Load (kW) Overhead 120/240 120/208
 Underground 240/480 277/480
 Overhead & Underground 120/208 Network Other

Residential Service Only

_____ Building Square Footage **Heat Source**
 _____ Air Conditioning Sizes (Tons) Electric
 _____ Domestic well pump size Gas
 Other

Commercial Service Only

Business Type Education & Business offices
7700 Square Footage **Variable Speed Drive** **Heat Source**
Pad Mount Meter Location Yes No Electric
5 Total Horsepower Gas
2 Largest Single Motor Horsepower Other

Irrigation Service Only

_____ Total Acres _____ Number of Linear Towers **Type of System**
 _____ Total Horsepower (HP) _____ Number of Pivots Drip
 _____ Total Number of Motors **Phase Converter** **Water Source** Pivots or Linear
 _____ Largest Single Motor HP Yes No Well Lift pump
 _____ Other Total Pump(s) HP **Variable Speed Drive** Ditch Other
 _____ Number of End Guns Yes No Canal

Subdivision

_____ Number of Lots to be Served **Subdivision Type:** **Pump system**
 _____ Average Square Footage of Structures Commercial Yes No
 Residential Pump Horsepower _____
Pole relocation necessary outside sub Large Lot Residential System Voltage _____
 Yes No (front lot line footage >150')

Street Light Contact: _____ Phone Number: _____

Additional Information:

Submitted By: Jeff Hough Date: 2/18/25
Commissioner, Chairman



Idaho Power Company
Service Request

Page: 1
Date: 2/13/2025

Service Request Number: 00532016

BANNOCK COUNTY-10588 FAIRGROUND DR - NEW COMMERCIAL

Work Order Number:	27670286	Eng Hours:	00026
Request Type:	CS	Eng Fee Amount(Att98):	2,418.00
Rate Sch.:	09S	Eng Fee Amount(Att16):	
Reply By:		Eng Fee Service Agreement No:	
		Eng Fee Service Agreement Date:	
		Customer No:	
Feeder:	HLND12B		
Service Location:	10588 FAIRGROUND DR POCATELLO, ID 83202		
Required in Service Date:	2/3/2025		
Planning Center/Team:	POCNORTH		

Contact Detail:

CUST BANNOCK COUNTY

IPCO GARY PECK (208) 236-7734 GPeck@idahopower.com
301 E Benton St, POCATELLO ID 83201

RFND BANNOCK COUNTY

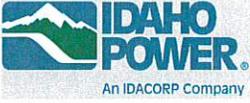
Attribute Information

RES/COM

Service Voltage	120/208	No. Of Meters	2
Number of Phases	3	Meter Location	
KW Motor Load:		Ct Loc	
Largest Motor		Primary OH/UG	U/G
1 Phase KW Demand		Service OH/UG	U/G
3 Phase KW Demand		Srv Owner	IPCO
Vested Int. Connected Load	80KW	Panel Amp Size	400
Commercial Deposit Amount		Service Pole Riser	
SIC Number			

Description

CUSTOMER IS REQUESTING POWER TO NEW COMMERCIAL BUILDING - IPCO TO PROVIDE NECESSARY OVERHEAD AND UNDERGROUND INFRASTRUCTURE TO INCLUDE BUT NOT BE LIMITED TO OVERHEAD CONDUCTOR / RELATED EQUIPMENT - UNDERGROUND CABLE / CONDUIT / PADMOUNT TRANSFORMER AND PAD / RELATED SERVICE CONDUCTOR. IPCO TO ALSO REMOVE OVERHEAD RELATED EQUIPMENT SERVING EXISTING BUILDING TO BE DEMOLISHED. CUSTOMER IS RESPONSIBLE FOR EXCAVATION OF PRIMARY TRENCH AT DEPTH OF 42-48" / PROPER BACKFILL / COMPACTION / RECLAIMING OF AFFECTED AREAS WHERE NECESSARY. CUSTOMER IS RESPONSIBLE FOR EXCAVATION OF SERVICE TRENCH FROM PADMOUNT TO CUSTOMER METER SERVICE DISCONNECT AND INSTALL OF (2) 3" SCH. 40 CONDUIT RUNS (30-36" DEPTH). PROJECT WILL REQUIRE A NEW SIGNED UTILITY EASEMENT FROM BANNOCK COUNTY ENCOMPASSING THE NEW TO BE INSTALLED INFRASTRUCTURE.



Idaho Power Company
Service Request

Page: 2
Date: 2/13/2025

Service Request Number: 00532016

BANNOCK COUNTY-10588 FAIRGROUND DR - NEW COMMERCIAL

Any changes to the project including but not limited to increases in load, timing of load schedule, location of service, and requested voltage may result in additional charges and/or delay of service. It is necessary to communicate changes as soon as possible.

2/18/25
Client Signature Jeff Hough
Commissioner, Chairman **Date**

Gary J. Peck FEB. 13, 2025

Idaho Power Representative Signature **Date**



Customer Consent to proceed with Engineering/Design

Thank you for your request. We are excited to serve as your electric service provider.

I, Jeff Hough ("Applicant") requested for Idaho Power Company ("Idaho Power") to proceed with engineering for the work request located at: _____

Idaho Power's line extension tariff provides:

Engineering Charge. Applicants or Additional Applicants will be required to prepay all engineering costs for Line Installations and/or Alterations greater than 16 estimated hours. Estimates equal to or less than 16 hours will be billed to the Applicant or Additional Applicant as part of the construction costs, or after the engineering is completed in instances where construction is not requested.

I understand I am responsible for an engineering charge of \$93.00 per hour in Idaho or \$94.00 per hour in Oregon. I agree to pay the engineering charge, whether the work requested is built or not. I understand the engineering charge is non-refundable and subject to Idaho Power collection activity if unpaid.

Additional fees may include, but are not limited to, the following: right of ways, permitting, research related to the design and design changes requested by the Applicant and billed as a part of the construction costs.

The engineering hourly rate will update annually and is assessed beginning on the Idaho or Oregon Public Utility Commission's approved date.

Customer Signature: Jeff Hough Date: 2/18/25
 Mailing Address: 624 E. Center St. Rm 101
 Email Address: Commission@bannockcounty.gov Phone: (208) 236-7210

Idaho Power Representative: Gary Peck Date: _____
 Email Address: GPeck@idahopower.com Phone: 208-236-7734

Internal Use
 Service Request Number: _____



CUSTOMER COST QUOTE FOR IDAHO POWER FACILITIES

Customer or Project Name: BANNOCK COUNTY-10588 FAIRGROUND DR - NEW COMMERCIAL

Construction Costs

Line Installation Costs		
1. Line Installation/Upgrade Charge		\$31,552
2. Customer Credits (Betterment, Metering, Salvage)		\$0
3. Customer Performed Construction Work Credit		\$(2,236)
4. Net Line Installation Cost		\$29,316
Unusual Conditions		
5. Unusual Conditions		\$0
6. Unusual Conditions Bank Letter of Credit (Only for over \$10,000)		\$0
7. Net Unusual Conditions		\$0
Terminal Facilities Costs		
8. Terminal Facilities		\$13,229
9. Terminal Facilities Allowances		\$(7,863)
10. Terminal Facilities Salvage		\$0
11. Net Terminal Facilities Cost		\$5,366
12. Underground Service and Attachment Charges		\$1,482
13. Engineering Charge		\$2,418
14. Permits		\$0
15. Relocation or Removal		\$1,066
16. Miscellaneous Charges/Adjustments		\$0
17. Net Construction Costs (Line Items 4, 7, 11, 12, 13, 14, 15, 16)		\$39,648
18. Prepaid Charges (Engineering, Permits & Right-of-Way)	\$0	
19. Vested Interest Charge		\$0
20. Customer Payment Due Prior to Construction Scheduling		\$39,648

This cost may not include all construction costs, see page 3 if additional service charges apply.

Notes: Due to labor shortages and pandemic-related supply chain issues, Idaho Power anticipates a possible shortage of certain materials and equipment necessary to complete the Work (as defined below) which may delay completion of the Work.

Customer understands that charges for relocation, transfer or removal of non-Idaho Power equipment attached to Idaho Power facilities are not included in this Customer Cost Quote. It is the customer's responsibility to coordinate this work with the affected utility. All charges associated with this work are the responsibility of the Customer. For utility contact information, please call 208-388-2886.

Customer understands that Idaho Power determines the metering requirements at such time that Customer submits a service request and requested electrical load during final design of the Project as contemplated herein.

Notice: This Customer Cost Quote shall be binding on both Idaho Power Company ("Idaho Power") and Customer for a period of 60 days from the quoted date indicated below, subject to changes in information provided by the Customer or changes in Idaho Power's ability to obtain satisfactory rights-of-way or to comply with governmental regulations, including but not limited to the rules, regulations, and tariffs of the Idaho Public Utilities Commission ("IPUC") and the Public Utility Commission of Oregon ("OPUC"). Customer must make payment of the quoted amount not less than (30) days prior to the start of the construction work set forth in this agreement ("Work"). However, Idaho Power does not represent or warrant that the Work will commence within 30 days of receipt of payment. The start of the Work is subject to Idaho Power's ability to obtain the necessary labor, materials and equipment.

Internal use				Page 1 of 3	
Service Request Number:	Customer Account Number:	Work Order Number:	Design Number:	Version:	
00532016		27670286	0000174538	002	

By Initialing below, Customer acknowledges and agrees to the following:

n/a
Customer initials The Customer has received the Underground Residential Conduit Installation brochure/packet or will access the information available online at <https://docs.idahopower.com/pdfs/ServiceBilling/customerservice/newConstruction/UGResConduitInstall.pdf>

INITIAL

Customer initials **Final Grade:** Customer understands that as of [redacted] the above-named project will be ready for facilities to be installed by Idaho Power. All roadways and cable routes must have all grading and sub grading completed by this date. The project must be properly referenced and have grade stakes installed at all Idaho Power device locations and as might be necessary to establish proper elevations and burial depths for Idaho Power facilities. The Customer will be responsible for the total cost of damage to Idaho Power facilities resulting from any subsequent changes in property, any needed relocation, repair, or lines, lot lines, elevations, grades, excavations, or profiles causing improper locations or burial depths of above-ground equipment, below-ground equipment, cable, or conduit.

n/a
Customer initials **Unusual Conditions:** As defined in Idaho Power's line installation tariff, Rule H, Unusual Conditions are construction conditions not normally encountered, but which Idaho Power may encounter during construction which impose additional, project-specific costs. These conditions include, but are not limited to: frost, landscape replacement, road compaction, pavement replacement, chip-sealing, rock digging/trenching, boring, nonstandard facilities or construction practices, and other than available voltage requirements. The total cost for all Unusual Conditions, in connection with the work as set forth on this Customer Cost Quote will be based on the actual costs incurred by Idaho Power related to the conditions encountered during performance of the Work. Upon completion of all Work, Idaho Power will refund to Customer any Unusual Conditions amount set forth on this Customer Cost Quote sheet but, not incurred by Idaho Power.

Prior to commencement of the work, Customer shall identify for Idaho Power the location of all underground pipes, lines, and other facilities (collectively, the "Underground Lines") that may be on Customer's property where Idaho Power is working. Customer agrees to be responsible for identification and location of all Underground Lines and shall indemnify, defend, reimburse and hold harmless Idaho Power and its successors and their respective directors, officers, members, employees, representatives and agents for, from, and against any and all claims, liabilities, losses, damages, expenses, suits, actions, proceedings, judgement and costs of any kind (collectively, "Damages"), whether actual or merely alleged and whether directly incurred or from a third party, arising out of or relating to Customer's failure to properly or adequately identify and locate the Underground Lines, except to the extent finally determined by a court of law that such Damages resulted from the gross negligence or willful misconduct of Idaho Power, its agents, subcontractors, employees, officers or directors.

Internal use				Page 2 of 3	
Service Request Number:	Customer Account Number:	Work Order Number:	Design Number:	Version:	
00532016		27670286	0000174538	002	

The Customer acknowledges Idaho Power's Rule C (Service and Limitations), Section 7 (Right of Way) on file with the IPUC OPUC: "The Customer shall, without cost to Idaho Power, grant Idaho Power a right-of-way for Idaho Power's lines and apparatus across and upon the property owned or controlled by the Customer, necessary or incidental to the supplying of Electric Service and shall permit access thereto by Idaho Power's employees at all reasonable hours." By signing this Customer Cost Quote, Customer grants to Idaho Power a perpetual right-of-way over the Customer's property for the installation, operation, replacement and maintenance of power facilities to provide electrical service to the Customer and any future owners of the Customer's property.

Construction Costs available for refund

(Vested Interest limited to 5 years or 4 additional applicants)

\$23,453

Customer Payment Due Prior to Scheduling Construction

\$39,648

n/a

Underground Service Attachment Charges to be billed separately

Customer initials

The Customer understands that Underground Service Attachment Charges will be billed separately on the first month's power bill after service installation has been completed. In addition, the Customer has reviewed and acknowledges their responsibility for these costs. Idaho and Oregon cost information are available online at:

ID: <https://docs.idahopower.com/pdfs/ServiceBilling/customerservice/newConstruction/IdahoCostInfo.pdf>

OR: <https://docs.idahopower.com/pdfs/ServiceBilling/customerservice/newConstruction/OregonCostInfo.pdf>

Please sign and return all relevant forms along with the amount stated on the Customer Cost Quote to:

IDAHO POWER COMPANY
301 E Benton St
Pocatello, ID 83201

Customer Signature

Jeff Hough

Date

2/18/25

Idaho Power Representative

Gary J. Peck

Quote Date *02/13/2025*

Internal use				Page 3 of 3	
Service Request Number:	Customer Account Number:	Work Order Number:	Design Number:	Version:	
00532016		27670286	0000174538	002	

**PLEASE RETURN TO:**

Idaho Power Company
 Corporate Real Estate
 1221 W. Idaho St. (83702)
 P.O. Box 70
 Boise, ID 83707

Easement—Organization

Bannock County, a political subdivision of the State of Idaho

“Grantor(s)”, of Bannock County, State of Idaho, does hereby grant and convey to IDAHO POWER COMPANY, a Corporation, with its principal office located at 1221 W. Idaho Street, Boise, Idaho, 83702 (P.O. Box 70, Boise, ID 83707), its licensees, successors, and assigns, (collectively, “Grantee”), for One Dollar and other valuable considerations, the receipt and sufficiency of which is hereby acknowledged, a permanent and perpetual easement and right of way, at all times sufficient in width for the installation, erection, continued operation, maintenance, repair, alteration, inspection, and/or replacement of the following:

Combination Facilities:

- (i) Overhead electrical transmission, distribution and communication lines, including fiber optics, and circuits of Grantee, attached to poles or other supports, together with guys, cross-arms, supports, stabilizers, and
- (ii) underground electrical power line or lines generally including, but not limited to, buried power lines and wires, above-ground pad-mounted transformers, junction boxes, cables, conduits, communication lines, including fiber optics, other equipment, and all related appurtenances, any of which may extend above ground, in certain locations to be determined by Grantee at Grantee’s sole and absolute discretion, and
- (iii) any other attachments, appurtenances and incidental equipment relating to the items described in subclause (i) or (ii) above.

All of the foregoing items described in subclause (i), (ii) and (iii) are collectively referred to herein as the “**Facilities**”. Grantee shall also have the right to permit the attachment and/or use or placement of the wires, fixtures, cables and conduits of other companies or parties (all of the same being included within the definition of “**Facilities**”).

The easement and right of way granted herein shall be over, on, and across the premises belonging to Grantor(s) in Bannock County, State of Idaho, in the location described below:

Grantee is hereby also granted the perpetual right of ingress and egress over Grantor’s other property necessary for the full and complete use, occupation, and enjoyment of the easement hereby granted, and together with all rights and privileges incident thereto, including, but not limited to, (i) the right, at Grantee’s expense, to cut, trim, and remove trees, brush, bushes, sod, flowers, shrubbery, overhanging branches and other obstructions and improvements which may injure or interfere with Grantee’s use, occupation, or enjoyment of this easement, (ii) the right, at Grantee’s expense, to excavate and refill ditches and trenches for the location of the Facilities, and (iii) the right, at Grantee’s expense, to install, construct, operate, inspect, alter, maintain, replace, improve and repair any and all aspects of Grantee’s Facilities on, over, under and across the lands subject to this easement.

The location of the easement and right of way granted herein is described as follows in Exhibit ‘A’ Legal Description and shown on Exhibit ‘B’ Survey Map attached hereto and made a part hereof upon property granted to Grantor under Grantor’s Deed Instrument No. 342352.

Grantor shall not alter the grade or elevation of the land within the right-of-way existing on the date hereof through excavations, grading, installation of berms, or other activities without the prior written approval of Grantee. Grantor shall not place or build any structure(s) within the easement area except fences and except as otherwise approved by Grantee in writing.

This Easement shall run with the land and be binding upon the parties’ successors and assigns.

Checked by: Travis Roy Hanks, PLS
 Work Order #: 27670286

(Signature page immediately follows)

Executed and delivered this 18th day of February, 2025.

Signature(s) of Grantor(s) (Include title where applicable):

_____ Jeff Hough - Commissioner

_____ Ernie Moser - Commissioner

_____ Ken Bullock - Commissioner

Corporate Verification

STATE OF Idaho }
 COUNTY OF Bannock } ss.

I, _____ (Notary's Name), a notary public, do hereby certify that on this _____ day of _____, 20 ____, personally appeared before me _____ (Individual's Name Including Title) and _____ (Individual's Name Including Title), who, being by me first duly sworn, declared that he/she/they are respectively the duly authorized person(s) of _____ Bannock County _____ (Organization Name), that he/she/they signed the foregoing document, and acknowledged to me that he/she/they executed the same as the free act and deed on behalf of said organization.

(NOTARY SEAL)

 Notary Public
 My Commission Expires on _____



EXHIBIT A

LEGAL DESCRIPTION

A strip of land, twenty feet wide, ten feet on each side of the following described centerline located within the South 1/2 of the Northwest 1/4 of Section 12, Township 6 South, Range 34 East, Boise Meridian, Bannock County, Idaho. The strip of land is affecting the Grantor's property described in Corporation Warranty Deed Instrument No. 342352, and the centerline of which is more particularly described as follows:

COMMENCING at the North 1/16 Corner on the West Line of Section 12, being monumented with an Aluminum Cap stamped "PLS 7612" and perpetuated as described in Instrument No. 21606725. (From which the Center-North 1/16 Corner of Section 12 bears North 89°50'05" East--Basis of Bearing per Record of Survey Instrument No. 21316726---a distance of 2603.96 feet, being monumented with an illegible Aluminum Cap and perpetuated as described in Instrument No. 21606726.) Thence, along a tie line, South 56°09'00" East, 1192.55 feet to the Northwest Corner of Verizon Wireless Lease Site, ID6-OLYMPUS, being monumented with a 1/2" Rebar and plastic cap stamped "PLS 7612" as shown on Record of Survey Instrument No. 21608537. Thence, along the West Line of said Lease Site, South 00°00'00" East, 15.00 feet to the POINT OF BEGINNING (POB).

Thence North 90°00'00" West, 150.21 feet.

Thence South 00°00'00" East, 277.56 feet.

Thence North 90°00'00" West, 116.79 feet to an existing power pole and the POINT OF TERMINUS (POT).

The strip of land also includes two (2) circular areas, each having a ten-foot radius, the central points of which being the POINT OF BEGINNING and the POINT OF TERMINUS.

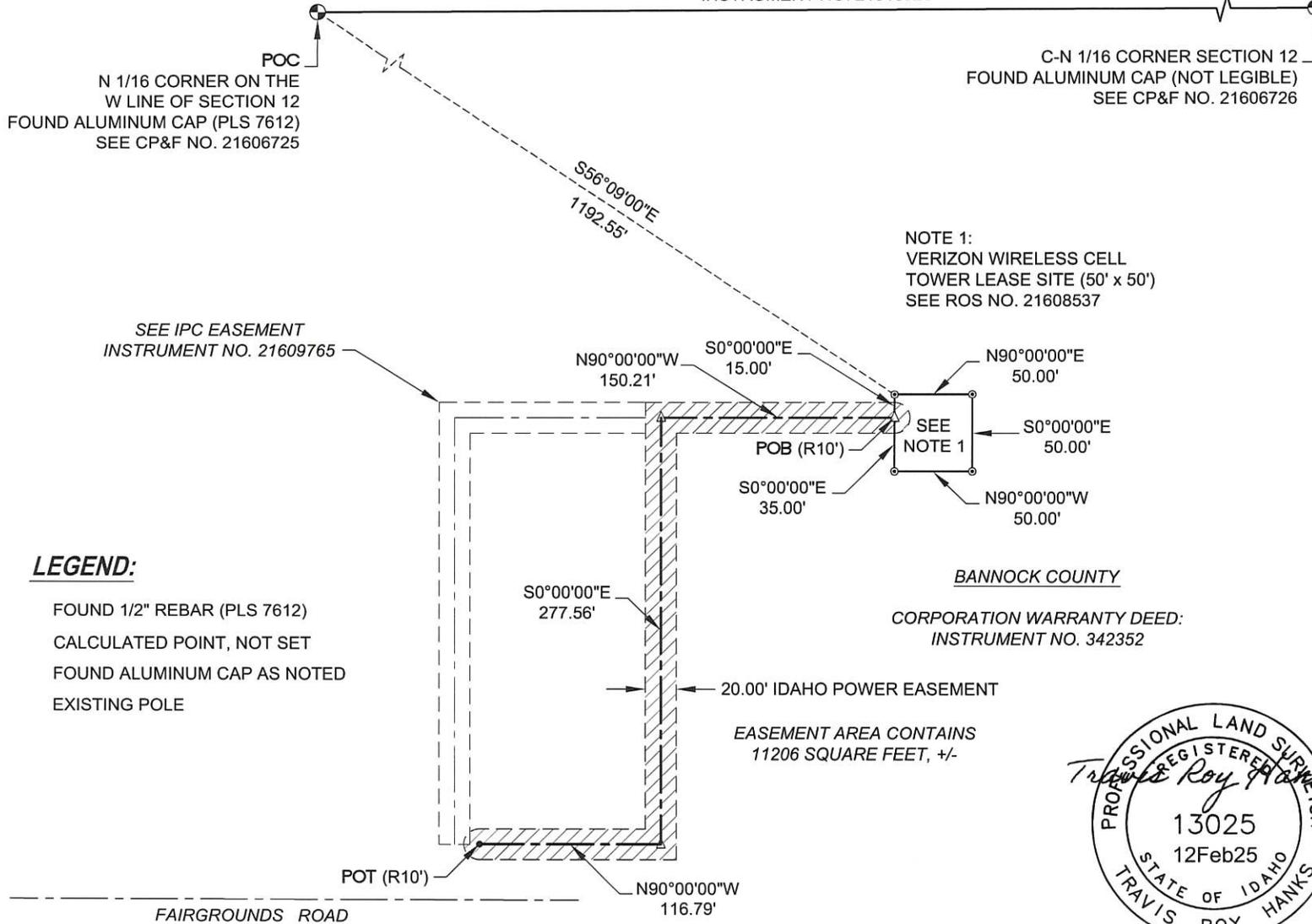
The sidelines of the strip of land are to lengthen or shorten as required to create a closed figure.

The strip of land contains 11206 square feet, more or less.



EXHIBIT B

N89°50'05"E 2603.96'
BASIS OF BEARING PER RECORD OF SURVEY
INSTRUMENT NO. 21316726



LEGEND:

- ⊙ FOUND 1/2" REBAR (PLS 7612)
- △ CALCULATED POINT, NOT SET
- ⊕ FOUND ALUMINUM CAP AS NOTED
- EXISTING POLE



BANNOCK COUNTY
BANNOCK COUNTY, IDAHO
SEC. 12, T. 06S., R. 34E., B.M.

DATE: 14JAN2025

SCALE: 1"=100'

DS.G:JP

WO No. 27670286

SHT. 4/4

DR.TRH
SV.TRH

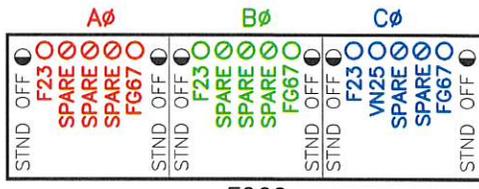
UNDERGROUND CABLE NOTES

POINT NUMBER	FROM	TO	CONDUCTOR CU	CABLE SIZE	CABLE LENGTH	TRENCH LENGTH	CONDUIT CU	CONDUIT SIZE	CONDUIT LENGTH	COMPACTION LENGTH	BORE LENGTH
1	F23	FG66	DCP10	1/0-3	80	10	DDB4	4	10	-	-
1	FG66	FG67	DCP10	1/0-3	314	CUST	DDB4	4	300	-	-
1	FG67	MARKER				CUST	DDB4	4	111	-	-

VN25
25 C

CUSTOMER PROVIDED TRENCH

- PRIMARY TRENCH DEPTH REQUIRES 42" OF COVER
- SECONDARY & SERVICE TRENCH DEPTH REQUIRES 30" OF COVER
- **PLEASE REVIEW "CUSTOMER PERFORMED CONSTRUCTION WORK AGREEMENT" FOR FURTHER DETAILS.**



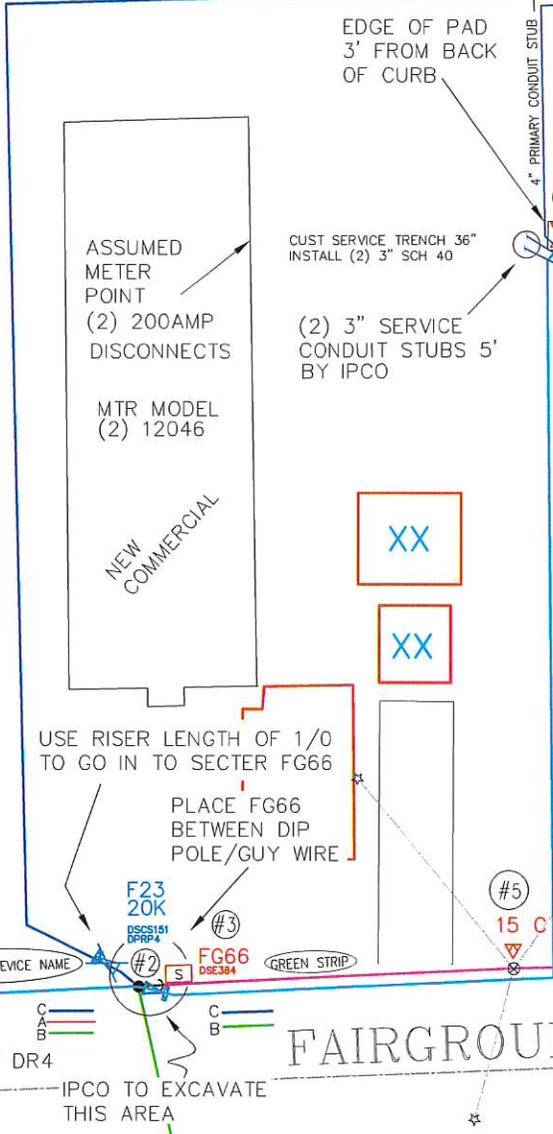
EASEMENT REQUIRED

DATE OBTAINED: _____
 TO BE OBTAINED: _____
 FROM _____ BANNOCK COUNTY

OVERHEAD TO REMAIN UNTIL CUTOVER - REMOVE (3) SERVICES AND RELATED METERS

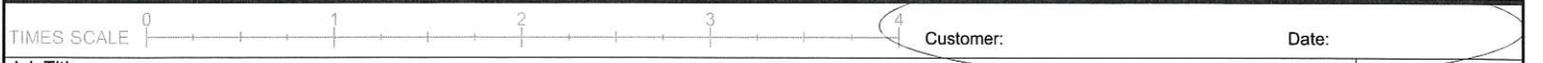
GISO# 1368330
 Lat: 42.914131
 Lon: -112.433037

DESIGNER: GARY J. PECK
 208-313-7734
 BANNOCK COUNTY CONTACT:
 DANIEL KENDALL-208-251-2460
 ELECTRICIAN: DARREN LARSEN
 208-221-4452



15 A
 15 B
 15 C

No Avian Protection Restriction



Job Title: **BANNOCK COUNTY-10588 FAIRGROUND DR - NEW COMMERCIAL**
 Additional Description: **INSTALL ADDTL PH / NEW DIP EXIST POLE / 3PHPRI/4" CON / 75KVA 12.5 120/208**
 Additional Description: **REM EXISTING O/H SERVING BUILDING - CUST TRENCH/BACKFILL / COMPACTION**

Feeder Map File Name: HLND1201					Surveyed or GPS: NONE	FDR By: ----	Designer: GJP7750
Qua 3	Twn 06S	Rng 34E	Sec 12	Mer BM	Joint Use Attachment: NO	Date: ----	Design No: 0000174538
State ID: Bannock					Pre-Built Date: 2/12/2025	ArcFM By: ----	Work Order No: 27670286
					Built as Designed: ----	Date: ----	
					Construction Date: ----		
					Operating Voltage: 12.5KV		


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

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:

Scott Crowther

Department:

Event Center

Requestor Email:

scottc@bannockcounty.gov

Item(s) to be considered:

Discuss Sponsorship Agreement Authority

Date of meeting being requested:

02/18/2025

Time requested:

5 Minutes

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

No

Contract/Agreement Begin Date:

Contract/Agreement End Date:

List of additional attendees:

Scott Crowther

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



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Requestor Name:

Emma Iannacone

Department:

Public Information Office

Requestor Email:

emmai@bannockcounty.gov

Item(s) to be considered:

Sponsorship for the Portneuf Valley EnviroFair in the amount of \$1000

Bannock County has sponsored the EnviroFair in previous years and has booths at the fair to promote our services (landfill, mosquito, noxious weeds). Sponsorship covers the costs of the organization and promotion of the fair, as well as musical guests, t-shirts, and materials for the kids area. Sponsorship allows the fair to support non-profit booths with free registration, pay for liquid

Date of meeting being requested:

02/18/2025

Time requested:

5 Minutes

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

Agreement

Contract/Agreement Begin Date:

02/18/2025

Contract/Agreement End Date:

04/26/2025

List of additional attendees:



Help us Sponsor this Important Community Event

We hope you will join the City of Pocatello in sponsoring the **2025 Portneuf Valley Environmental Fair**. The event is filled with exhibitors who will provide information and activities that help community members learn about how to care for our local environment. Attendance is generally ~5,000!

**Portneuf Valley Environmental
Fair** Saturday, April 26th, 2025
11 a.m. - 3 p.m.
Lookout Point, Pocatello

The fiscal sponsor for this event is the Southeast Idaho Council of Governments (SICOG)
SICOG is a 501(c) 3 non-profit. Tax ID# 820304303
Contact: Matthew Harvey: P.O. Box 6079, Pocatello, Idaho 83205 (208) 233-4535

We need cash donations to cover the cost of this event because it is FREE to the public. This is a great opportunity to highlight how your business or organization is playing its part to help promote a more sustainable and healthy community by demonstrating your commitment to environmentally sustainable actions, goods and services. Many community members come to this fair to learn about locally available environmentally friendly products and services.

For more information about the Environmental Fair – and this year’s lineup of activities, music and more, please visit our web site at www.envirofair.org, or give us a call.

Thank you!

Sponsorship Form

Thank you for supporting the 2025 Portneuf Valley Environmental Fair. Your cash donation helps cover the cost of promoting and hosting the event. In-kind donations for booths, and other needs are greatly appreciated.

SPONSOR CONTACT INFORMATION:

Organization: Bannock County

Point of Contact: Emma Iannacone

Mailing

Address: 624 E Center St, room 101

City: Pocatello **State:** Idaho **Zip:** 83201

Primary Phone (daytime): 208-589-9503

Email: emmai@bannockcounty.gov

Website: bannockcounty.gov

SPONSORSHIP CATEGORIES:

- \$100 Friend** For in-kind donations, please describe below:
- \$250 Patron**
- \$500 Sponsor**
- \$1000 Steward**
 - \$333.34 - 175410 42600 - Landfill
 - \$333.33 - 148273 42600 - mosquito
 - \$333.33 - 147272 42600 - weed

DONOR RECOGNITION:

- Friend** Logo recognition on event website and event posters and flyers
- Patron:** All benefits listed above plus **free informational or activity-based booth at event**
- Sponsor:** All benefits listed above plus recognition on back of t-shirts
- Steward:** All benefits listed above plus recognition on radio and TV PSAs

Please make checks payable to:

SICOG _____ ✕
 Attn: Portneuf Valley Environmental Fair _____ ✕
 PO Box 6079 _____ ✕
 Pocatello, Idaho 83205 _____ ✕