

# BANNOCK COUNTY COMMISSIONERS' - MEETING THURSDAY, MAY 1, 2025

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8. Master Plan discussion (action item)

# Commissioners' Agenda

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

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

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## Thursday, May 1, 2025

9:00 AM Business and Claims Meeting (action item)

### Agenda:

- Indigent Business may require an Executive Session pursuant to Idaho Code §74-206(1)(d) to consider records exempt from public disclosure (action item)
- Buddy Romriell, Public Works, seeking approval of employee 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 (requested 5 minutes) (action item)
- Scott Crowther, Event Center/Wellness Complex, regarding approval of and signature on (1) two contracts for Triple T Productions, and (2) contract with Randy's Tumbling (requested 5 minutes) (action item)
- Shanda Crystal, Procurement, requesting to discuss (1) potential signature on a Change Order #4 with Headwaters and (2) procurement update (requested 5 minutes) (action item)
- Master Plan discussion (action item)

### Claims Agenda:

- Board of Ambulance District: Invoices and Commissioner Report
- Board of Commissioners: Invoices, Commissioners Reports, and Credit Applications
- Salary Rate Approval Forms/Notice of Separation with Potential Executive Session under Idaho Code §74-206(1)(a)&(b) regarding personnel with potential action following adjournment of Executive Session
- Payroll Report
- Alcohol Licenses and Permits

- Certificate of Residency Approval
- Mileage Reimbursement Requests
- Technology Request Form
- Memorandum Authorization for Accounts Payable
- Cardholder User Agreement and Authorization

**10:00 AM** Bid Opening for Chip Seal Aggregate Invitation to Bid (action item)

BANNOCK COUNTY COMMISSIONERS  
624 E. Center, Pocatello, ID 83401  
Phone: (208) 436-7210 • Fax: (208) 434-7303



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

**Name/Department:**

Buddy Romriell / Public Works

**Item to be considered/background:**

LWOP for a Road and Bridge Employee.

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

5 Minutes

5/1/25

**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:**

Buddy Romriell / Kiel Burmester

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

Commissioner Office Only:  
Date: 5/1/25 Time: \_\_\_\_\_



**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:

Teri Jones

Department:

Event Center

Requestor Email:

tjones@bannockcounty.us

Item(s) to be considered:

Two (2) Contract approvals for Triple T Productions 50/50 contract. One contract for June 2025 and one for August 2025

Date of meeting being requested:

04/25/2025

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, Chaney Nielsen, Teri Jones, Ben Tibbitts

## 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 Triple T Productions. (hereinafter referred to as "Triple T Productions").

THE PARTIES AGREE TO THE FOLLOWING TERMS AND CONDITIONS:

1. **NAME OF EVENT:** Triple T Productions
2. **DATES OF EVENT(S):** June 27 & 28, 2025
3. **FEES:** Triple T Productions shall pay BANNOCK COUNTY a fee of \$1500.00 for the use of the storage container, concession room, and two big west cattle pens. Additional fees will be charged and paid according to usage
4. **PAYMENT:** The entire balance owing shall be paid to BANNOCK COUNTY at least seven (7) days prior to the scheduled Event.
5. **FACILITIES:** Triple T Productions shall have exclusive access and use of the following facilities at the Event Center: Indoor Arena, Livestock Pens, Stalls, and Building D Stalls. Nothing contained herein shall contemplate the use or control of areas and/or structures yet to be developed or erected.
  - a. **HORSE STALLS:** Triple T Productions shall be responsible for the collection of any rent/fee they deem proper for use of the Horse Stalls; which agreement shall be solely between Triple T Productions and the user. Triple T Productions will split Horse Stall fee with BANNOCK COUNTY 50 /50 with Triple T Productions receiving 50%, and BANNOCK COUNTY receiving 50%. Triple T Productions shall be responsible for complying with applicable state, local, and federal laws or regulations. Triple T Productions shall be responsible for scheduling and cleaning the stalls Triple T Productions 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.
6. **SPONSORSHIPS:** BANNOCK COUNTY recognizes the right of Triple T Productions 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. Triple T Productions shall in no way obstruct or hinder from view, any sponsorships BANNOCK COUNTY may currently have displayed at the time of the Event.

7. **EQUIPMENT USE:** BANNOCK COUNTY shall provide Triple T Productions with a County tractor, water truck and operator to work the arenas prior to practices and events. No other BANNOCK COUNTY equipment shall be used by Triple T Productions, its agents, officers, employees, volunteers or patrons without the express written permission of BANNOCK COUNTY, along with a signed waiver.
8. **MISCELLANEOUS TERMS AND CONDITIONS:**
- a. Triple T Productions 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 Triple T Productions at its own expense as is deemed necessary for protection of valuable displays and buildings during the Event, day and night.
9. **INSURANCE:** Triple T Productions 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.
10. **HAZARDOUS ACTIVITY:** Triple T Productions recognizes this Event has activities which carry inherent risk or injury, property destruction or death. As such, Triple T Productions 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. Triple T Productions 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.

11. **WARRANTIES:** There are no express or implied warranties provided by BANNOCK COUNTY. Triple T Productions, in executing this agreement, is relying upon its own judgement, information, and inspection of the property.
12. **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.
13. **ASSIGNMENT OR SUBLETTING PROHIBITED:** Triple T Productions 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.
14. **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.
15. **GOOD FAITH:** BANNOCK COUNTY and Triple T Productions shall continue to engage in good-faith communication and negotiation during the term of this agreement to help keep costs low for use by Triple T Productions while also contemplating the actual costs to BANNOCK COUNTY.
16. **ENTIRE AGREEMENT:** This is the entire agreement of the parties and can only be modified or amended in writing by the parties.
17. **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.
18. **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 Triple T Productions by hand delivery or USPS First-Class Mail to Ben Tibbitts, Triple T Productions, 314 E. Rich Lane Blackfoot ID. 83221. 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 25<sup>th</sup> day of April, 2025.

BANNOCK COUNTY EVENT CENTER DIRECTOR

\_\_\_\_\_ Date \_\_\_\_\_  
Scott Crowther

BANNOCK COUNTY BOARD OF COMMISSIONERS

\_\_\_\_\_ Date 4/25/25  
Jeff Hough, Chairman

\_\_\_\_\_ Date 4/25/25  
Ernie Moser, Commissioner

\_\_\_\_\_ Date 4/25/25  
Ken Bullock, Commissioner

Triple T Productions

\_\_\_\_\_ Date \_\_\_\_\_  
Ben Tibbitts

## 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 Triple T Productions. (hereinafter referred to as "Triple T Productions").

THE PARTIES AGREE TO THE FOLLOWING TERMS AND CONDITIONS:

1. **NAME OF EVENT:** Triple T Productions
2. **DATES OF EVENT(S):** August 8 & 9, 2025
3. **FEES:** Triple T Productions shall pay BANNOCK COUNTY a fee of \$1500.00 for the use of the storage container, concession room, and two big west cattle pens. Additional fees will be charged and paid according to usage
4. **PAYMENT:** The entire balance owing shall be paid to BANNOCK COUNTY at least seven (7) days prior to the scheduled Event.
5. **FACILITIES:** Triple T Productions shall have exclusive access and use of the following facilities at the Event Center: Indoor Arena, Livestock Pens, Stalls, and Building D Stalls. Nothing contained herein shall contemplate the use or control of areas and/or structures yet to be developed or erected.
  - a. **HORSE STALLS:** Triple T Productions shall be responsible for the collection of any rent/fee they deem proper for use of the Horse Stalls; which agreement shall be solely between Triple T Productions and the user. Triple T Productions will split Horse Stall fee with BANNOCK COUNTY 50 /50 with Triple T Productions receiving 50%, and BANNOCK COUNTY receiving 50%. Triple T Productions shall be responsible for complying with applicable state, local, and federal laws or regulations. Triple T Productions shall be responsible for scheduling and cleaning the stalls Triple T Productions 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.
6. **SPONSORSHIPS:** BANNOCK COUNTY recognizes the right of Triple T Productions 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. Triple T Productions shall in no way obstruct or hinder from view, any sponsorships BANNOCK COUNTY may currently have displayed at the time of the Event.

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8. **MISCELLANEOUS TERMS AND CONDITIONS:**

- a. Triple T Productions 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 Triple T Productions at its own expense as is deemed necessary for protection of valuable displays and buildings during the Event, day and night.

9. **INSURANCE:** Triple T Productions 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.

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- a. Triple T Productions 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.

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DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

**BANNOCK COUNTY EVENT CENTER DIRECTOR**

\_\_\_\_\_ Date \_\_\_\_\_  
Scott Crowther

**BANNOCK COUNTY BOARD OF COMMISSIONERS**

\_\_\_\_\_ Date \_\_\_\_\_  
Jeff Hough, Chairman

\_\_\_\_\_ Date \_\_\_\_\_  
Ernie Moser, Commissioner

\_\_\_\_\_ Date \_\_\_\_\_  
Ken Bullock, Commissioner

Triple T Productions

\_\_\_\_\_ Date \_\_\_\_\_  
Ben Tibbitts

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:

Teri Jones

Department:

Event Center

Requestor Email:

tjones@bannockcounty.us

Item(s) to be considered:

Contract approval for Randy's Tumbling to do the Harvest Lantern Festival on September 20, 2025

Date of meeting being requested:

05/01/2025

Time requested:

5 Minutes

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

Contract

Contract/Agreement Begin Date:

09/20/2025

Contract/Agreement End Date:

09/20/2025

List of additional attendees:

Scott Crowther, Chaney Nielsen, Teri Jones, Drurene Bybee



**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) Randys Tumbling & X-treme Fun
- Contact Name: (who will sign the contract) Darlene Bybee Title: co-owner
- Mailing Address: 4902 Burley Dr #5
- City: Chubbuck State: Id Zip Code: 83202
- Cell Phone: 208-339-1605 Email: randysxtf@gmail.com

#### EVENT INFORMATION

- Event Name: Harvest Lantern Festival Area Requested: Pavilion 2
- Event Description: floating lanterns on lake, vendors & games
- Event Date(s): Sept 20, 2025 Estimated Number of Attendees: \_\_\_\_\_
- Event Start Time: 12:00 noon Event End Time: 10:00 pm
- Additional Set-Up or Tear Down Days (if needed): \_\_\_\_\_
- Paid Admission Event: YES \_\_\_\_\_ NO  Cost \_\_\_\_\_ Event Open to the Public: YES  NO \_\_\_\_\_
- 501(c)(3): YES \_\_\_\_\_ NO \_\_\_\_\_ Non-Profit Name: \_\_\_\_\_ Tax ID #: 20-3168590
- Will Alcohol Be Served/Consumed? YES \_\_\_\_\_ NO  (If yes, county permit (\$20) must be provided and present at event)

#### THE COUNTY SHALL:

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

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

Use reasonable safeguards against fire, theft, and accidents, but does not assume any liability for damages to goods or property of the Applicant from fire, theft, water or storm, or any liability for accidents to persons or property caused under, or by virtue of the 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 \$ 1,000,000.00 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: \$ 100.00 (see attached page for fee schedule).

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

Bannock County Commissioners

BANNOCK COUNTY

\_\_\_\_\_ Date 5/1/25

Jeff Hough, Chairman

\_\_\_\_\_ Date 5/1/25

Ernie Moser, Commissioner

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

\_\_\_\_\_ Date 5/1/25

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

April 14, 2025  
Date

Drurene Bybee  
Applicant

Drurene Bybee  
Print Name

**ADDITIONAL EVENT INFORMATION**

EVENT NAME: Harvest Lantern Festival

DATE: Sept 20, 2025

TIME OF EVENT: 12 noon to 10 pm

AREA: Pavilion

ADDITIONAL EVENT DETAILS:  
We will have vendors, food trucks, and game  
area. We will be floating lanterns of  
the river, DJ This will be our 3<sup>rd</sup> Annual

SPECIAL SET UP INSTRUCTIONS:  
We will set up at noon. Event starts at 4pm  
We need to rent snow fence for game area,  
1 pavilion and a generator for DJ.

NOTES/DRAWINGS:

# EVENT CENTER, WELLNESS COMPLEX, RV PARK

## FEE SCHEDULE

Area	Description	Cost		Unit	Quantity	Total
		Half Day	Full Day			
WELL	Pavillions 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		
<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		
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				

**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:

Teri Jones

Department:

Event Center

Requestor Email:

tjones@bannockcounty.us

Item(s) to be considered:

Discussion about concert tickets

Date of meeting being requested:

05/01/2025

Time requested:

5 Minutes

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

No

Contract/Agreement Begin Date:

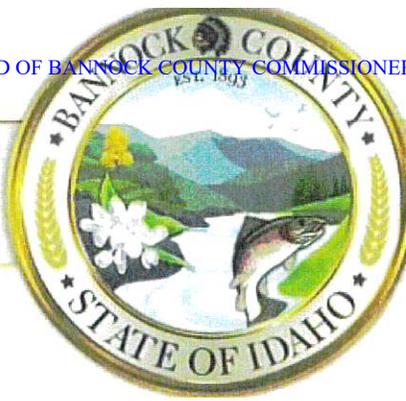
Contract/Agreement End Date:

List of additional attendees:

Scott Crowther, Chaney Nielsen, Teri Jones,

**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 BULLOCI**  
Commissioner  
3rd District

**AGENDA REQUEST FORM**

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**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:**

Shanda Crystal/Chief Procurement Officer

**Item to be considered/background:**

Request to discuss 1) potential signature on a change order with Headwaters and 2) procurement update.

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

5 minutes

5/1/25

**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: <u>5/1/25</u>	Time: _____

Headwaters Construction Company  
 900 Jet Stream Dr  
 Rexburg, Idaho 83440  
 Phone: (866) 496-9868  
 Fax: (866) 496-0209

**Project:** 224105 - YDC/EVENT CENTER OFFICE  
 10588 Fairground Dr  
 Pocatello, Idaho 83202

**DRAFT**

**Prime Contract Potential Change Order #004: CE #006 - #28: Interior Wall Insulation**

<b>TO:</b>	Bannock County	<b>FROM:</b>	Headwaters Construction Company 900 Jet Stream Drive Rexburg, Idaho 83440
<b>PCO NUMBER/REVISION:</b>	004 / 0	<b>CONTRACT:</b>	1 - YDC/EVENT CENTER OFFICES
<b>REQUEST RECEIVED FROM:</b>		<b>CREATED BY:</b>	Jack Packer (Headwaters Construction Company)
<b>STATUS:</b>	Draft	<b>CREATED DATE:</b>	4/23/2025
<b>REFERENCE:</b>		<b>PRIME CONTRACT CHANGE ORDER:</b>	None
<b>FIELD CHANGE:</b>	No		
<b>LOCATION:</b>		<b>ACCOUNTING METHOD:</b>	Amount Based
<b>SCHEDULE IMPACT:</b>	0 days	<b>PAID IN FULL:</b>	No
<b>EXECUTED:</b>	No	<b>SIGNED CHANGE ORDER RECEIVED DATE:</b>	
		<b>TOTAL AMOUNT:</b>	\$4,511.98

**POTENTIAL CHANGE ORDER TITLE:** CE #006 - #28 Interior Wall Insulation

**CHANGE REASON:** Design Development

**POTENTIAL CHANGE ORDER DESCRIPTION:** *(The Contract Is Changed As Follows)*

CE #006 - #28 Interior Wall Insulation Confirmation

East/ West wall separating the Classroom 212 from the offices, and the 8 offices, hallway walls and dividing walls between each office.

**ATTACHMENTS:**

#	Budget Code	Description	Amount
1	07-072100 S O INSULATION-SUB		\$4,257.00
2	00-008000 M.O PROFIT & OVERHEAD-MISC		\$234.13
3	00-007317 M.O GENERAL LIABILITY INSURANCE-MISC		\$20.85
<b>Grand Total:</b>			<b>\$4,511.98</b>

**Ted Booth (BOOTH ARCHITECTURE, PLLC)**  
 340 East Clark Street, Ste A  
 Pocatello, Idaho 83201

**Bannock County**

**Headwaters Construction Company**

900 Jet Stream Drive  
 Rexburg, Idaho 83440

SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_ SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_ SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

5/1/2025

**Bids in progress**

1

**Active Bids**

0

**Closed Bids**

13

**Projects in progress**

1

**Projects Completed**

12

26

Active In Progress	Department	Description	Budget Allocated	Status Update	Procurement Metrics
No	Public Works	Engineer Pool		Team is reviewing possibilities for ways to award contract	
No	Road & Bridge	Chip Seal Aggregate	\$200,000	4/30 bids are due; 4/4 bid goes live	
No	Road & Bridge	Road Striping & Paint	\$320,000	4/25 BOCC awarded contract to Idaho Traffic Safety	
No	Road & Bridge	Road Oil	\$713,255	4/14 approved piggyback PCHD contract with Idaho Asphalt Supply	
No	Detention Center	Diesel Generator/Fuel Tank	\$300,000 Project total	4/10 approved piggyback Sourcewell contract with Western States	
No	Road & Bridge	Hot Mix Asphalt	\$742,500	4/14 approved piggyback City of Pocatello contract with Mickelsen Construction, Inc	
No*	Detention Center	Diesel Generator Installation	\$300,000 Project total	3/27 BOCC awarded contract to Pro Builders	
No	Road & Bridge	Magnesium Chloride	\$170,000	3/7 approved piggyback PCHD contract with Road Solutions, LLC	
No	Noxious Weed	Noxious Weed Chemicals	\$190,000	2/20 approved piggyback state contract with Wilbur Ellis	
No	Public Works	Bulk County Fuel	\$900,000 FY25-26	2/11 BOCC awarded contract to Conrad & Bischoff	

\* Project in progress

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Requestor Name:

Commission

Department:

Commission

Requestor Email:

commission@bannockcounty.gov

Item(s) to be considered:

Master Plan Discussion

Date of meeting being requested:

05/01/2025

Time requested:

15 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:

Hal Jensen, Tristan Bourquin, Kiel Burmester, Daniel Kendall, Kristi Klauser