



Commissioners' Agenda

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

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

Thursday, May 8, 2025

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

Agenda:

- Ashley Bringhurst, D6 Treatment, seeking approval of and signature on Non-appropriation Agreement and Acknowledgement for a copier from Dex Imaging (action item)
- Dillon Evans, Solid Waste, requesting a signature on a Temporary Access License Agreement (action item)
- Daniel Kendall, Chief Building Officer, providing a monthly facilities update
- Kiel Burmester, Public Works, providing a monthly Public Works update
- Shanda Crystal, Procurement, requesting to discuss (1) a potential signature on Change Order #4 with Headwaters, and (2) presenting a procurement update (action item)
- Scott Crowther, Event Center/Wellness Complex, regarding (1) approval of and signature on a rental agreement for Load 'Em in the Dark, (2) discussion about lawn mowers, and (3) Executive Session under Idaho Codes §§74-206(1)(a), (b), and (e) regarding personnel and to consider preliminary negotiations involving matters of trade or commerce in which the governing body is in competition with governing bodies in other states or nations respectively with potential action following adjournment of Executive Session (potential action item)
- (AMENDED) Ratify Letter of Intent to Withdraw from Urban Renewal Districts (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 USDA Forest Service Update

10:30 AM Meeting to discuss Community Infrastructure District Act

1:30 PM Master Plan Discussion (potential action item)

MASTER COST PER COPY AGREEMENT



AGREEMENT NO.:

CUSTOMER ("YOU" OR "YOUR")

FULL LEGAL NAME: Bannock County Of FEDERAL TAX ID #:

ADDRESS: PO Box 4926 Pocatello, ID 83205-4926

EQUIPMENT AND PAYMENT TERMS SEE ATTACHED SCHEDULE

Table with columns: TYPE, MAKE, MODEL NUMBER, SERIAL NUMBER, AND INCLUDED ACCESSORIES; NOT FINANCED UNDER THIS AGREEMENT; BEGINNING METER READING (B&W, COLOR); MONTHLY COPY ALLOWANCE (B&W, COLOR); EXCESS PER COPY CHARGE (PLUS TAX) (B&W, COLOR). Includes entry for Ricoh IM C4510.

EQUIPMENT LOCATION: METER FREQUENCY: annual

TERM IN MONTHS: 63 MONTHLY BASE PAYMENT AMOUNT*: 587.00 (*PLUS TAX)

SECURITY DEPOSIT:

END OF TERM PURCHASE OPTION

INDICATE PURCHASE OPTION - IF NO PO IS INDICATED OR IF MORE THAN ONE IS INDICATED, YOUR PURCHASE OPTION WILL BE FAIR MARKET VALUE.

PURCHASE OPTION (FAIR MARKET VALUE (FMV) OR \$1.00 (\$1))

CONTRACT

THIS AGREEMENT IS NON-CANCELABLE AND IRREVOCABLE. IT CANNOT BE TERMINATED. PLEASE READ CAREFULLY BEFORE SIGNING. YOU AGREE THAT THIS AGREEMENT AND ANY CLAIM RELATED TO THIS AGREEMENT SHALL BE GOVERNED BY THE INTERNAL LAWS OF THE STATE IN WHICH OUR (OR, IF WE ASSIGN THIS AGREEMENT, OUR ASSIGNEE'S) PRINCIPAL PLACE OF BUSINESS IS LOCATED AND ANY DISPUTE CONCERNING THIS AGREEMENT WILL BE ADJUDICATED IN A FEDERAL OR STATE COURT IN SUCH STATE. YOU HEREBY CONSENT TO PERSONAL JURISDICTION AND VENUE IN SUCH COURTS AND WAIVE TRANSFER OF VENUE. EACH PARTY WAIVES ANY RIGHT TO A JURY TRIAL.

CUSTOMER'S AUTHORIZED SIGNATURE

BY SIGNING THIS PAGE, YOU REPRESENT TO US THAT YOU HAVE RECEIVED AND READ THE ADDITIONAL TERMS AND CONDITIONS APPEARING ON THE SECOND PAGE OF THIS TWO-PAGE AGREEMENT. THIS AGREEMENT IS BINDING UPON OUR ACCEPTANCE HEREOF.

(As Stated Above) [Signature] CUSTOMER SIGNATURE PRINT NAME & TITLE DATE

LESSOR ("WE", "US", "OUR")

Dex Imaging, LLC LESSOR SIGNATURE PRINT NAME & TITLE DATE

5109 W Lemon St Tampa, FL 33609-1102

ADDITIONAL TERMS AND CONDITIONS

1. **AGREEMENT.** You want us to now provide you the equipment and/or software referenced herein, together with all replacements, parts, repairs, additions and accessions incorporated therein or attached thereto, excluding equipment marked as not financed under this Agreement ("Equipment") and you unconditionally agree to pay us the amounts payable under the terms of this agreement ("Agreement") each period by the due date. This Agreement is binding upon our acceptance hereof and will begin on the date the Equipment is delivered to you or any later date we designate. We may charge you a one-time origination fee of \$75.00. If any amount payable to us is past due, you will pay a late charge equal to: 1) the greater of seven (7) cents for each dollar overdue or 2) the highest lawful charge, if less. Any security deposit will be returned upon full performance. We may charge you a fee of up to \$60.00 for filing, searching and/or filing costs required under the Uniform Commercial Code (UCC) or other laws. If for any reason your check is returned for nonpayment, you will pay us a bad check charge of \$30 or, if less, the maximum charge allowed by law.
2. **NET AGREEMENT.** THIS AGREEMENT IS NON-CANCELABLE FOR THE ENTIRE AGREEMENT TERM. YOU AGREE THAT YOU ARE UNCONDITIONALLY OBLIGATED TO PAY ALL AMOUNTS DUE UNDER THIS AGREEMENT FOR ANY REASON.
3. **COPY CHARGES AND OVERRAGES.** You are entitled to make the total number of copies shown under Copy Allowance (or Total Consolidated Copy Allowance, if applicable) each period during the term of this Agreement. If you make more than the allowed copies in any period, you will pay us an additional amount equal to the number of the excess copies made during such period multiplied by the applicable Excess Per Copy Charge. Regardless of the number of copies made in any period, you will never pay less than the Base Payment Amount. You agree to provide us with the actual meter readings on any business day as designated by us, provided that we may estimate the number of copies used if such meter readings are not received within five days after being requested. We will adjust the estimated charge for excess copies upon receipt of actual meter readings. You agree that the Base Payment Amount and the Excess Per Copy Charges may be proportionately increased at any time if our estimated average page coverage is exceeded. After the end of the first year of this Agreement and not more than once each successive twelve-month period thereafter, the Base Payment Amount and the Excess Per Copy Charges (and, at our election, the Base Payment Amount and Excess Per Copy Charges under any subsequent agreements between you and us that incorporate the terms hereof) may be increased by a maximum of 12% of the then existing payment or charge. Copies made on equipment marked as not financed under this Agreement will be included in determining your copy and overage charges.
4. **EQUIPMENT USE.** You will keep the Equipment in good working order, free and clear of all liens and claims, use it for business purposes only and not modify or move it from its initial location without our consent. You agree that you will not take the Equipment out of service and have a third party pay (or provide funds to pay) the amounts due hereunder. You will comply with all laws, ordinances, regulations, requirements and rules relating to the use and operation of the Equipment. We will have the right, at any reasonable time, to inspect the Equipment and any documents relating to its use, maintenance and repair.
5. **SERVICES/SUPPLIES.** If we have entered into a separate arrangement with you for maintenance, service, supplies, etc. with respect to the Equipment, payments under this Agreement may include amounts owed under that arrangement, which amounts may be invoiced as one payment for your convenience. You agree that you will look solely to us for performance under any such arrangement and for the delivery of any applicable supplies.
6. **SOFTWARE/DATA.** Except as provided in this paragraph, references to "Equipment" include any software referenced above or installed on the Equipment. We do not own the software and cannot transfer any interest in it to you. We are not responsible for the software or the obligations of you or the licensor under any license agreement. You are solely responsible for protecting and removing any confidential data/images stored on the Equipment prior to its return for any reason.
7. **LIMITATION OF WARRANTIES.** EXCEPT TO THE EXTENT THAT WE HAVE PROVIDED YOU A WARRANTY IN WRITING, WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. YOU CHOSE ANY/ALL THIRD-PARTY SERVICE PROVIDERS BASED ON YOUR JUDGMENT. YOU MAY CONTACT US OR THE MANUFACTURER FOR A STATEMENT OF THE WARRANTIES, IF ANY, THAT THE MANUFACTURER IS PROVIDING. WE ASSIGN TO YOU ANY WARRANTIES GIVEN TO US.
8. **ASSIGNMENT.** You may not sell, assign, or sublease the Equipment or this Agreement without our written consent. We may sell or assign this Agreement and our rights in the Equipment, in whole or in part, to a third party without notice to you. You agree that if we do so, our assignee will have our assigned rights under this Agreement but none of our obligations and will not be subject to any claim, defense, or set-off that may be assertable against us or anyone else.
9. **LOSS OR DAMAGE.** You are responsible for any damage to or loss of the Equipment. No such loss or damage will relieve you from your payment obligations hereunder. Any insurance proceeds received relating to insurance you obtain will be applied, at our option, to repair or replace the Equipment, or to pay us the remaining payments due or to become due under this Agreement, plus our booked residual, both discounted at 2% per annum. Except for claims, losses, or damages caused by our gross negligence or willful misconduct, you agree to indemnify and defend (with counsel acceptable to us and our assignee) us and our assignee, if applicable, against any claims, losses or damages, including attorney fees, in any way relating to the Equipment or data stored on it. In no event will we be liable for any consequential, exemplary, or indirect damages.
10. **INSURANCE.** You agree to maintain commercial general liability insurance acceptable to us and to include us as an additional insured on the policy. You also agree to: 1) keep the Equipment fully insured against loss at its replacement cost, with us named as lender's loss payee; and 2) provide proof of insurance satisfactory to us no later than 30 days following the commencement of this Agreement, and thereafter upon our written request. If you fail to maintain property loss insurance satisfactory to us and/or you fail to timely provide proof of such insurance, we have the option, but not the obligation, to do so as provided in either (A) or (B) as follows, as determined in our discretion: (A) We may secure property loss insurance on the Equipment from a carrier of our choosing in such forms and amounts as we deem reasonable to protect our interests. If we secure insurance on the Equipment, we will not name you as an insured party, your interests may not be fully protected, and you will reimburse us the premium (and an insurance fee) which may be higher than the premium you would pay if you obtained insurance and an insurance fee, and which may result in us through an investment in reinsurance or otherwise. If you are current in all of your obligations under the Agreement at the time of loss, any insurance proceeds received relating to insurance we obtain pursuant to this subsection (A) will be applied, at our option, to repair or replace the Equipment, or to pay us the remaining payments due or to become due under this Agreement, plus our booked residual, both discounted at 2% per annum. (B) We may charge you a monthly property damage surcharge of up to .0035 of the Equipment cost as a result of our credit risk administrative costs or other costs, as would be further described on a letter from us to you. We may make a profit on this program. NOTHING IN THIS SECTION WILL RELIEVE YOU OF YOUR RESPONSIBILITY FOR LIABILITY INSURANCE ON THE EQUIPMENT. You authorize us to sign on your behalf and appoint us as your attorney-in-fact to endorse in your name any insurance drafts or checks issued due to loss or damage to the Equipment.
11. **OWNERSHIP/TAXES.** Unless the \$1.00 Purchase Option is selected, we own the Equipment. You will pay when due, either directly or by reimbursing us, all taxes and fees relating to the Equipment and this Agreement, including estimated final-year personal property tax. If we pay any taxes or other expenses that you owe hereunder, you agree to reimburse us when we request and to pay us a processing fee for each expense or charge we pay on your behalf. Sales or use tax due upfront will be payable over the term with a finance charge. If the \$1.00 Purchase Option is selected, you acknowledge that 1) the Agreement shall be deemed to be a conditional sales contract, 2) any ownership we have in the Equipment will be deemed transferred to you upon the commencement of the Agreement, and 3) you agree to file any required personal property tax returns relating to the Equipment. If this Agreement is deemed to be a secured transaction, you hereby grant us a security interest in the Equipment (and all additions thereto, replacements thereof, and proceeds) to secure your obligations under the Agreement and any other agreement with us, to be released at the end of the term provided you have performed all of your obligations under this Agreement. You authorize us to record UCC financing statements to protect our interests in the Equipment. You also agree to indemnify us on an after-tax basis against the loss of any tax benefits anticipated by us at the commencement of this Agreement arising out of your acts or omissions.
12. **END OF TERM.** At the end of the term of this Agreement (or any renewal term) (the "End Date"), this Agreement will renew month to month unless a) we receive written notice from you, at least 30 but no more than 120 days prior to the End Date, of your intent to purchase or return the Equipment, and b) you timely purchase or return the Equipment to the location designated by us, at your expense. If the Fair Market Value Purchase Option is selected and you are not in default on the End Date, you may purchase the Equipment from us "AS IS" for its Fair Market Value. If the returned Equipment is not immediately available for use by another without need of repair, you will reimburse us for all repair costs. You cannot pay off this Agreement or return the Equipment prior to the End Date without our consent. If we consent, we may charge you, in addition to other amounts owed, an early termination fee equal to 5% of the price of the Equipment. Agreements with a \$1.00 Purchase Option selected will not renew.
13. **DEFAULT/REMEDIES.** You will be in default if: (a) you do not pay any payment or other sum due to us or any other person when due or if you fail to perform in accordance with the covenants, terms and conditions of this Agreement or any other agreement with us or any of our affiliates or any material agreement with any other entity, (b) you make or have made any false statement or misrepresentation to us, (c) you or any guarantor dies, dissolves or terminates existence, (d) you or any guarantor heretofore or have filed against you a petition for relief under the federal Bankruptcy Code or any similar federal or state law, or if there occurs a material adverse change in your or any guarantor's financial, business, or operating condition, or (e) any guarantor defaults under any guaranty for this Agreement. If you are ever in default, at our option, we can terminate this Agreement and we may require that you return the Equipment to us at your expense and pay us: 1) all past due amounts and 2) all remaining payments for the unexpired term, plus our booked residual, both discounted at 2% per annum; and we may disable or repossess the Equipment, require you to stop using any software and use all other legal remedies available to us. You agree to pay all costs and expenses (including reasonable attorney fees and repossession costs) we incur in any dispute with you related to this Agreement. You agree to pay us 1.5% interest per month on all past due amounts. Any delay or failure to enforce our rights under this Agreement will not prevent us from enforcing any rights at a later time. If interest is charged or collected in excess of the maximum lawful rate, we will refund such excess to you, which will be your sole remedy.
14. **UCC.** If we assign rights in this Agreement for financing purposes, you agree that this Agreement, in the hands of our assignee, is, or shall be treated as, a "Finance Lease" as that term is defined in Article 2A of the Uniform Commercial Code ("UCC"). You agree to forgo the rights and remedies provided under sections 607-622 of Article 2A of the UCC.
15. **LIMITATION ON CHARGES.** This section controls over every other part of this Agreement and over all documents now or later pertaining to the Agreement. We both intend to comply with all applicable laws. In no event will we charge or collect any amounts in excess of those allowed by applicable law. Any part of this Agreement that could, but for this section, be read under any circumstance to allow for a charge higher than that allowable under applicable legal limit, is limited and modified by this section to limit the amounts chargeable under the Agreement to the maximum amount allowed under the legal limit. If in any circumstance, any amount in excess of that allowed by law is charged or received, any such charge will be deemed limited by the amount legally allowed and any amount received by us in excess of that legally allowed will be applied by us to the payment of amounts legally owed under the Agreement, or refunded to you.
16. **MISCELLANEOUS.** All indemnities in this Agreement shall survive the termination of this Agreement. This Agreement is the entire agreement between you and us relating to our providing and your use of the Equipment and supersedes any prior representations or agreements, including any purchase orders. Any fees and amounts payable under this Agreement, including any estimated tax payments, may include a profit to us. The parties agree that this Agreement and any related documents hereto may be authenticated by electronic means. The parties agree that the sole original hereof for enforcement and perfection purposes, and the sole "record" constituting "chattel paper" under the UCC, is the paper copy hereof bearing (i) the original or a copy of either your manual signature or an electronically applied indication of your intent to enter into this Agreement, and (ii) our original manual signature. You agree not to raise as a defense to the enforcement of this Agreement or any related documents that you executed or authenticated such documents by electronic or digital means or that you used facsimile or other electronic means to transmit your signature on such documents. Notwithstanding anything to the contrary herein, we reserve the right to require you to sign this Agreement or any related documents hereto manually. If a court finds any provision of this Agreement unenforceable, the remaining terms of this Agreement shall remain in effect. You authorize us to either insert or correct your legal name, the Agreement number, serial numbers, model numbers, beginning date, and signature date. All other modifications to the Agreement must be in writing signed by each party. Within 30 days after our, or if assigned, our assignee's request, you will deliver all requested information (including current financial statements and/or tax returns) which we deem reasonably necessary to determine your current financial condition and faithful performance of the terms hereof. You authorize us or our assignee to (a) obtain credit reports or make credit inquiries in connection with this Agreement, and (b) provide your credit application and information regarding your account to credit reporting agencies, potential assignees, and parties having an economic interest in this Agreement and/or the Equipment. To help the government fight the funding of terrorism and money laundering activities, U.S. Federal law requires financial institutions to obtain, verify and record information that identifies each person (individuals or businesses) who opens an account. What this means for you: when you open an account or add any additional service, we will ask for your name, address, federal employer identification number and other information that will allow us to identify you. We may also ask to see other identifying documents.

**NON-APPROPRIATION AGREEMENT AND ACKNOWLEDGEMENT
(Applicable to Governmental Entities Only)**

This Non-Appropriation Agreement and Acknowledgement ("Acknowledgement") relates to that certain agreement between Bannock, County of ("Governmental Entity") and Dex Imaging, LLC ("Company"), which agreement is identified in Company's records as agreement number 3134517 ("Agreement"). All capitalized terms used in this Acknowledgement which are not defined herein shall have the meanings given to such terms in the Agreement. The undersigned, an authorized representative of Governmental Entity, hereby acknowledges and agrees as follows:

- As of the date of the Agreement: (a) the individual who executed the Agreement had full power and authority to execute the Agreement on Governmental Entity's behalf; (b) all required procedures necessary to make the Agreement a legal and binding obligation against it were followed; (c) the Equipment will be operated and controlled by Governmental Entity and will be used for essential government purposes for the entire term of the Agreement; (d) that all payments due and payable for the current fiscal year are within the current budget and are within an available, unexhausted, and unencumbered appropriation; (e) Governmental Entity intends to pay all amounts payable under the terms of the Agreement when due, if funds are legally available to do so; (f) Governmental Entity's obligations to remit amounts under the Agreement constitute a current expense and not a debt under applicable state law; (g) no provision of the Agreement constitutes a pledge of its tax or general revenues; and (h) Governmental Entity will comply with any applicable information reporting requirements of the tax code, which may include 8038-G or 8038-GC Information Returns.
- If Governmental Entity exercises its right under applicable law to return the Equipment and terminate the Agreement on the last day of the fiscal period for which funds were available (without penalty or additional expense (other than the expense of returning the Equipment to the location designated by Company)), Governmental Entity's Chief Executive Officer (or Legal Counsel) will deliver a certificate (or opinion) to Company at least thirty (30) days prior to the start of the fiscal period for which funds were not appropriated, certifying that (a) Governmental Entity is a state or a fully constituted political subdivision or agency of the state in which it is located; (b) funds have not been appropriated for the applicable fiscal period to pay amounts due under the Agreement; (c) such non-appropriation did not result from any act or failure to act by Governmental Entity; and (d) Governmental Entity has exhausted all funds legally available for the payment of amounts due under the Agreement. This paragraph only applies if, and to the extent that, state law precludes Governmental Entity from entering into the Agreement if the Agreement is deemed to constitute a multi-year unconditional payment obligation.
- Company relied on this Acknowledgement as part of the Agreement.

A copy of this Acknowledgement containing Governmental Entity's original or facsimile signature or other indication of its intent to agree to the terms set forth herein shall be enforceable for all purposes.

GOVERNMENTAL ENTITY'S AUTHORIZED SIGNATURE		
(As Stated Above)	X	
	SIGNATURE	NAME & TITLE
		DATE

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:

Dillon Evans

Department:

Solid Waste

Requestor Email:

Dillone@bannockcounty.gov

Item(s) to be considered:

LDS Church Temporary Access Agreement

Date of meeting being requested:

05/08/2025

Time requested:

5 Minutes

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

Agreement

Contract/Agreement Begin Date:

Contract/Agreement End Date:

List of additional attendees:

Dillon Evans

TEMPORARY ACCESS LICENSE AGREEMENT

THIS TEMPORARY ACCESS LICENSE AGREEMENT (this "Agreement") is entered into this ^{8th} day of May 2025 (the "Effective Date"), by and between THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS, a Utah corporation sole f/k/a Corporation of the Presiding Bishop of The Church of Jesus Christ of Latter-day Saints, a Utah corporation sole ("Licensor"), and BANNOCK COUNTY ("Licensee"). Licensor and Licensee are sometimes referred to individually as "Party" and collectively as the "Parties."

RECITALS

A. Licensor owns certain real property located in Bannock County, State of Idaho depicted on the map attached hereto as Exhibit A ("Licensor Property").

B. Certain wells are located on the Licensor Property and Licensee desires to obtain a temporary, non-exclusive license (the "License") on, over, and across a portion of the Licensor Property in order to gain access to certain wells on behalf of Bannock County for sampling of groundwater related to the Fort Hall Mine Landfill Groundwater Remediation Program.

C. Licensor is willing to convey the License to Licensee over that limited portion of the Licensor Property necessary to access the wells identified on Exhibit A and to no other portion of the Licensor Property (the "License Area") solely for the purposes set forth herein and subject to and in conformance with the terms and conditions set forth in this Agreement.

TERMS AND CONDITIONS

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and based upon the mutual promises and subject to the conditions set forth below, the Parties agree as follows:

1. Grant of License. Licensor hereby conveys to Licensee and its designated agents and representatives ("Licensee's Agents"), without warranty, a temporary, non-exclusive license on, over, and across the License Area for the sole purpose of obtaining groundwater samples from each of the wells identified on Exhibit A (the "License Purpose"). Licensee shall ensure that Licensee's Agents are bound by and comply with the terms and provisions of this Agreement with respect to any entrance upon or use of the License Area by Licensee's Agents.

2. Acknowledgment. Licensee acknowledges and agrees that the License Area may be leased to a tenant and that there may be crops growing during the term of the License, and Licensee shall take all precautions and efforts to minimize damage to any crops in carrying out Licensee's activities and shall reimburse Licensor and/or any tenant for damages thereto, as appropriate and as set forth herein.

3. Access. Commencing upon execution of this Agreement, upon 24-hours' notice to Licensor prior to entry, Licensee and Licensee's Agents will have the right to enter upon the License Area for the License Purpose and for no other purpose. Licensee and Licensee's Agents will enter upon the License Area at their sole risk and hazard and shall have the right of ingress and egress to and from the License Area on existing roads as designated by Licensor. Licensee hereby releases Licensor from any claims relating to the condition of the License Area and Licensor Property and the entry upon the License Area and Licensor Property by Licensee and Licensee's Agents.

4. Term, Termination and Remedies. This Agreement and the License granted hereunder shall automatically terminate upon the occurrence of any of the following, whichever occurs earlier: (i) Seven (7) days after the Effective Date, or (ii) Licensee's completion of the License Purpose. No termination or expiration of

this Agreement shall relieve Licensee of its obligations to perform those acts required to be performed either prior to or after its termination.

5. **Reservation by Licensor.** Licensor hereby reserves the right to use the License Area for any use not inconsistent with Licensee's permitted use of the License Area.

6. **Condition of the License Area.** Licensee accepts the License Area and all aspects thereof in "AS IS", "WHERE IS" condition, without warranties, either express or implied, "with all faults", including but not limited to both latent and patent defects, and the existence of hazardous materials, if any. Licensee shall obtain any and all consents, approvals, permissions, and agreements to cross, encumber or encroach upon any other easements or rights of others related to its use of the License Area.

7. **Maintenance, Restoration, and Damage.**

7.1. **General Maintenance and Restoration.** If the License Area or any other portion of the Licensor Property is damaged by the Licensee or any of Licensee's Agents, Licensee shall, at its sole cost and expense, promptly repair any such damage and restore the License Area to the same or better condition that existed before such damage. Licensee shall be responsible for any loss, damage, or injury to the License Area and the Licensor Property caused by the Licensee or Licensee's Agents' negligent acts or omissions.

7.2. **Damage Fees.** Licensee will reimburse Licensor for any losses (including lost profits) and expenses due to damage that results from Licensee's, or Licensee's Agents': (i) entry onto, presence upon, or work performed on the Licensor Property (including reasonable market value of crops damaged) and/or (ii) failure to comply with any of the terms or conditions of this Agreement.

7.3. **Hazardous Substances.** Licensee agrees not to transport, generate, store, dispose of, release, or use any Hazardous Substances on the Licensor Property. As used in this Agreement, the term "Hazardous Substances" means all hazardous and toxic substances, wastes or materials, including without limitation, hydrocarbons (including naturally occurring or man-made petroleum and hydrocarbons), flammable materials, explosives, urea formaldehyde insulation, radioactive materials, biologically hazardous substances, PCBs, pesticides, herbicides, and any other kind and/or type of pollutants or contaminants (including, without limitation, asbestos and raw materials which include hazardous constituents), sewage sludge, industrial slag, solvents and/or any other similar substances or materials which, because of toxic, flammable, ignitable, explosive, corrosive, reactive, radioactive, or other properties may be hazardous to human health or the environment and/or are included under, subject to or regulated by any Hazardous Waste Laws. Licensee agrees to immediately notify Licensor of any leaking or spillage of Hazardous Substances on the Licensor Property caused by Licensee or Licensee's Agent and Licensee shall be exclusively liable for all cleanup and remediation costs thereof. Licensee shall have no responsibility for a pre-existing environmental condition.

As used in this Agreement, the term "Hazardous Waste Laws" means any and all present and future applicable (i) federal, state and local statutes, laws, rules or regulations governing Hazardous Substances; (ii) judicial or administrative interpretations thereof, including any judicial or administrative orders or judgments; and (iii) ordinances, codes, plans, injunctions, decrees, permits, demand letters, concessions, grants, franchises, licenses, agreements, notices, or other governmental restrictions, relating to the protection of the public health, welfare, and the environment, or to any actual, proposed or threatened storage, holding, existence, release, emission, discharge, spilling, leaking, pouring, pumping, injection, dumping, discarding, burying, abandoning, generation, processing, abatement, treatment, removal, disposition, handling, transportation or other management of any Hazardous Substance or any other activity or occurrence that causes or would cause any such event to exist.

8. **Insurance.** Licensee will ensure that prior to entering onto the Licensor's Property, Licensee and Licensee's Agents are covered under the terms of Licensee's insurance policies as set forth below, or that each obtain similar policies which, at a minimum, provide Licensor the same or better protections (including

without limitation the addition of Licensor on such policies as an "additional insured" or, as applicable, a "loss payee").

8.1 Liability Insurance. Prior to entering onto the Licensor's Property, or performing any work, Licensee agrees to obtain and maintain a policy of commercial general liability insurance insuring against any and all claims for damage, personal injury, bodily injury, death, property damage occurring on, in, or about the Licensor's Property and the ways immediately adjoining the Licensor's Property, with minimum coverages of at least Five Hundred Thousand and No/100 Dollars (\$500,000.00), per occurrence for claims pursuant to Title 6, Ch. 9, Idaho Tort Claims Act, Three Million and No/100 Dollars (\$3,000,000.00), per occurrence for all other covered liability claims, and with umbrella or excess coverage with minimum limits of not less than Ten Million Dollars (\$10,000,000.00). Licensee shall provide Licensor a Certificate of Insurance evidencing same (and showing that Licensor is a "loss payee" on such policy(ies)).

8.2 Workers' Compensation Insurance. Licensee agrees to maintain and keep in force, during the term hereof, all applicable Workers' Compensation and Employers' Liability Insurance required under applicable Workers' Compensation Acts and/or applicable law.

8.3 Automobile Insurance. Licensee agrees to maintain and keep in force, during the term hereof, Automobile Liability Insurance with a minimum limit of not less than One Million Dollars (\$1,000,000.00) Combined Single Limit per accident, and coverage applying to "Any Auto."

8.4 Waiver. Licensee hereby waives and shall cause their respective insurance carriers to waive any and all rights of subrogation, recovery, claims, actions or causes of action against Licensor for any loss or damage with respect to Licensee's property and the Improvements, including rights, claims, actions and causes of action based on negligence, which loss or damage is (or would have been, had the insurance required by this Instrument been carried) covered by insurance.

9. Confidentiality. Except as required by the License Purpose (or as necessary for the Fort Hall Mine Landfill Groundwater Remediation Program), Licensee agrees that it will not, without express written authorization by Licensor, copy or disclose to others, in whole or in part, any information obtained pursuant to Licensee's activities on Licensor's Property. Without the prior written consent of Licensor, Licensee shall not contact any third party persons/entities regarding Licensor's property or any information gained pursuant to the license granted herein. Licensor may disclose the information or submittals provided by Licensee to any person and/or entity, and the disclosure of the same will not constitute as a waiver of any provision herein nor will it release Licensee of its obligation to maintain confidence. This agreement is subject to disclosure that is required under local, state, or federal law.

10. Liens. Licensee shall keep the Licensor Property free from any liens arising out of any work performed, materials furnished, studies done or obligations incurred by, through, for or under Licensee, and shall indemnify, hold harmless and agree to defend Licensor from any liens that may be placed on the Licensor Property pertaining to any work performed, materials furnished or obligations incurred by, through, for, or under Licensee or any of Licensee's Agents. Any such liens shall be released of record within thirty (30) days.

11. Attorneys Fees. If this Agreement or any provision hereof shall be enforced by an attorney retained by a Party hereto, whether by suit or otherwise, the reasonable fees and costs of the attorney for the prevailing Party shall be paid by the losing Party, including fees and costs incurred upon appeal or in bankruptcy court.

12. Assignability. This Agreement may not be assigned, whether voluntarily or by operation of law, and Licensee shall not permit the use of the License Area, or any part hereof, except in strict compliance with the provisions hereof, and any attempt to do so shall be null and void.

13. **No Public Use/Dedication.** The Licensor Property is and shall at all times remain the private property of Licensor. The use of the Licensor Property is permissive and shall be limited to the express purposes contained herein by Licensee. Neither Licensee, nor its successors or assigns, nor the public shall acquire nor be entitled to claim or assert any rights to the Licensor Property beyond the express terms and conditions of this Agreement.

14. **No Third Party Beneficiaries.** In assuming and performing the obligations of this Agreement, Licensor and Licensee are each acting as independent parties and neither shall be considered or represent itself as a joint venturer, partner, agent, or employee of the other. There is no intent by either Party to create or establish third party beneficiary status or rights in any third party. This Agreement shall not be deemed to confer any rights upon any individual or entity which is not a party hereto, and Licensor and Licensee expressly disclaim any such third-party benefit.

15. **Authorization.** Each individual executing this Agreement represents and warrants that he or she has been duly authorized by appropriate action of the governing body of the Party for which he/she signs to execute and deliver this Agreement in the capacity and for the entity set forth where he/she signs and that as a result of his/her signature, this Agreement shall be binding upon the Party for which he/she signs. Licensor represents that it owns the Licensor Property and has the full right and authority to enter into this Agreement.

16. **Miscellaneous.** This Agreement (including all attached Exhibits) constitutes the entire agreement between the Parties hereto pertaining to the subject matter hereof and all prior and contemporaneous agreements, representations and understandings of the Parties hereto, oral or written, are hereby superseded and merged herein. No supplement, modification or amendment of this Agreement shall be binding unless in writing and executed by the Parties hereto. This Agreement shall be construed in accordance with and governed by the laws of the State of Idaho. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provisions, whether or not similar, nor shall any waiver be a continuing waiver. No waiver shall be binding unless executed in writing by the Party making the waiver. The headings of this Agreement are for purposes of reference only and shall not limit or define the meaning of the provisions hereof. The Recitals set forth above are incorporated into this Agreement by reference. If any provision of this Agreement or the application thereof to any person, place, or circumstance, shall be held by a court of competent jurisdiction to be invalid, unenforceable, or void, the remainder of this Agreement and such provisions as applied to other persons, places, and circumstances shall remain in full force and effect; provided, however, the invalid provision does not have a materially adverse effect on Licensor. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute but one and the same instrument. Neither Party shall record this Agreement, nor any memorandum or other written evidence of same, in the real property records of Bannock County, Idaho.

[Signatures to Follow]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

LICENSOR:

THE CHURCH OF JESUS CHRIST OF
LATTER-DAY SAINTS
a Utah corporation sole f/k/a Corporation of the Presiding
Bishop of The Church of Jesus Christ of Latter-day Saints, a
Utah corporation sole

By: _____

Name (Print): _____

Its: Authorized Agent

LICENSEE:

BANNOCK COUNTY

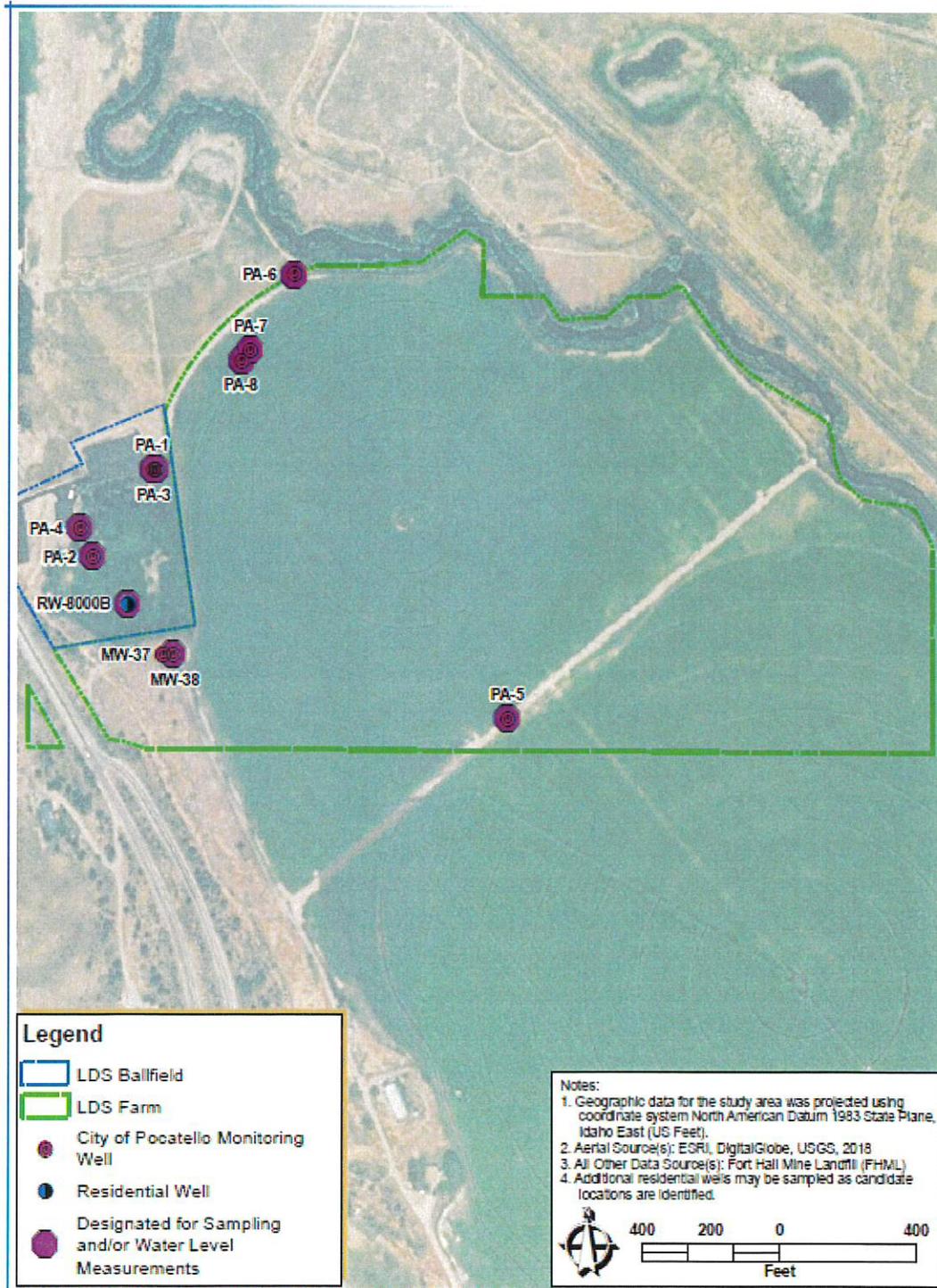
By: _____

Name (Print): Jeff Hough

Its: Commissioner, Chairman

EXHIBIT A

(Depiction of the Licensor Property)



Fort Hall Mine Landfill Site
Pocatello, Idaho

Figure 1
LDS Farmland Well Map

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:

Kristi Davenport

Department:

Commission

Requestor Email:

kristid@bannockcounty.gov

Item(s) to be considered:

reporting for Dan Kendall - a monthly facilities update

Date of meeting being requested:

05/08/2025

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:

BANNOCK COUNTY COMMISSIONERS

624 E. Center, Pocatello, ID 83201
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ERNIE MOSER
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JEFF HOUGH
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Requestor Name:

Kiel Burmester

Department:

Public Works

Requestor Email:

kielb@bannockcounty.gov

Item(s) to be considered:

Monthly Public Works update

Date of meeting being requested:

05/08/2025

Time requested:

10 Minutes

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

No

Contract/Agreement Begin Date:

Contract/Agreement End Date:

List of additional attendees:

BANNOCK COUNTY COMMISSIONERS
624 E. Center, Pocatello, ID 83201
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 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

5/8/25

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: 5/8/25 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

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

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

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

5/8/25

Jack Packer
Digitally signed by Jack Packer
 DN: C=US,
 E=jpacker@headwaterscc.com,
 CN=Jack Packer
 Date: 2025.04.28 11:50:26-06'00'

SIGNATURE _____ DATE _____

SIGNATURE _____ DATE _____

SIGNATURE _____ DATE _____

5/8/2025	Bids in progress 2	Active Bids 0	Closed Bids 13	Projects in progress 1	Projects Completed 12
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Active	Department	Description	Budget Allocated	Status Update	Procurement Metrics
In Progress	Ambulance	(3) Power Load Devices	\$	5/2 sent a contract use for to dept for review	
In Progress	Public Works	Engineer Pool		Team is reviewing possibilities for ways to award contract	
No	Road & Bridge	Chip Seal Aggregate	\$200,000	5/1 Bids open & under advisement; 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

BANNOCK COUNTY COMMISSIONERS

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ERNIE MOSER
 Commissioner
 1st District

JEFF HOUGH
 Commissioner
 2nd District

KEN BULLOCK
 Commissioner
 3rd District

Business Meeting Agenda Request Form

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Requestor Name:

Teri Jones

Department:

Event Center

Requestor Email:

tjones@bannockcounty.us

Item(s) to be considered:

Contract approval for our 50-50 contract with Load'em in the Dark

Date of meeting being requested:

05/08/2025

Time requested:

5 Minutes

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

Contract

Contract/Agreement Begin Date:

05/23/2025

Contract/Agreement End Date:

09/01/2025

List of additional attendees:

Scott Crowther, Chaney Nielsen, Teri Jones, Chris Freed

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 Load'em in the Dark Cattle Co. (hereinafter referred to as "Load'em in the Dark").

THE PARTIES AGREE TO THE FOLLOWING TERMS AND CONDITIONS:

1. **NAME OF EVENT:** Load'em in the Dark
2. **DATES OF EVENT(S):** May 23-26th 2025
July 2-6th, 2025
August 29-September 1st, 2025
3. **FEES:** Load'em in the Dark shall pay BANNOCK COUNTY the standard fee 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:** Load'em in the Dark 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:** Load'em in the Dark 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 Load'em in the Dark and the user. Load'em in the Dark will split Horse Stall fee with BANNOCK COUNTY 50 /50 with Load'em in the Dark receiving 50%, and BANNOCK COUNTY receiving 50%. Load'em in the Dark shall be responsible for complying with applicable state, local, and federal laws or regulations. Load'em in the Dark shall be responsible for scheduling and cleaning the stalls Load'em in the Dark 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 Load'em in the Dark 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. Load'em in

the Dark 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 Load'em in the Dark 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 Load'em in the Dark, 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. Load'em in the Dark 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 Load'em in the Dark at its own expense as is deemed necessary for protection of valuable displays and buildings during the Event, day and night.

9. **INSURANCE:** Load'em in the Dark 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:** Load'em in the Dark recognizes this Event has activities which carry inherent risk or injury, property destruction or death. As such, Load'em in the Dark 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. Load'em in the Dark 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. Load'em in the Dark, 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**: Load'em in the Dark 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 Load'em in the Dark shall continue to engage in good-faith communication and negotiation during the term of this agreement to help keep costs low for use by Load'em in the Dark 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 Load'em in the Dark by hand delivery or USPS First-Class Mail to Chris Freed, Load'em in the Dark Cattle Co, 12242 N. Hilene Road Pocatello ID 83202. 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 _____ day of May, 2025.

BANNOCK COUNTY EVENT CENTER DIRECTOR

_____ Date 5/8/25
Scott Crowther

BANNOCK COUNTY BOARD OF COMMISSIONERS

_____ Date 5/8/25
Jeff Hough, Chairman

_____ Date 5/8/25
Ernie Moser, Commissioner

_____ Date 5/8/25
Ken Bullock, Commissioner

Load'em in the Dark Cattle Co

Chris Freed

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

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Requestor Name:

Scott Crowther

Department:

Event Center

Requestor Email:

scottc@bannockcounty.gov

Item(s) to be considered:

Executive Session under Idaho Codes §§74-206(1)(a), (b), and (e) regarding personnel and to consider preliminary negotiations involving matters of trade or commerce in which the governing body is in competition with governing bodies in other states or nations respectively with potential action following adjournment of Executive Session

Date of meeting being requested:

05/08/2025

Time requested:

20 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:

Jonathan Radford

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

April 30, 2025

Jason Dixon
Bannock County Clerk
624 E. Center Street, room 211
Pocatello, ID 83201

RE: Notice of potential withdrawal from Urban Renewal Districts

Honorable Clerk Dixon:

As the Board of Bannock County Ambulance District, we would like to notify you that we intend to reserve the right to withdraw from the six Urban Renewal Districts in Bannock County.

Please provide us with the revenue allocation proceeds attributable to the ambulance service district as of December 31, 2024.

Our request follows instructions outlined in 2025 Idaho House Bill 436.

Sincerely,

A handwritten signature in black ink, appearing to read "Jeff Hough", with a long horizontal flourish extending to the right.

Jeff Hough
Bannock County Commissioner, Chair



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 9:30 a.m., unless otherwise noticed.

Email this completed form and any supporting documents to agendarequest@bannockcounty.us by noon on Monday prior to the scheduled meeting.

Name/Department: Kim Obele - USDA Forest Service

Concern/Issue/Question:

Present an update on the upcoming wildfire season, particularly pertaining to a response to lands not covered by a fire district

Suggested solution?

Date of meeting requested: 2025-05-08

How much time will be needed? 30 minutes

List of attendees:

Kim Obele

Dan Bartel

Clint Bastian

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

Commission Office Only:	
Date: 5/8/25	Time _____



FOR COMMISSION OFFICE USE:	
DATE <u>5/8/25</u>	TIME _____

Agenda Request Form

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

Name/Department: Matt Loo & Paul Baker

Phone/Email: 435-703-0016

Item to be considered: Community Infrastructure District Act - Idaho Title 50 Chapter 31

Informational background:

Proper use of the CID tool for economic development projects.

1. What meeting are you requesting? 5/1/25
2. How much time will be needed for this agenda item? 1 hour or more
3. Is Commission action requested (decision, approval, signature, or guidance)? Guidance
4. Does this request involve a contract, agreement, external funding source, or award acceptance? YES
5. What is the potential financial impact of this request? Economic Growth
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) YES
8. Name and contact information for others who should be invited to attend:

Development Staff, Clerk, Treasurer, County Attorney.

Kristi Davenport

From: [REDACTED]
Sent: Thursday, April 17, 2025 8:37 AM
To: Agenda Requests; Bannock County Commissioners
Cc: [REDACTED]
Subject: Request for Agenda Placement on May 1st County Commission Meeting
Attachments: Agenda.Request-External.pdf; Community Infrastructure District Summary.docx

Dear Commissioners and Bannock County Development Staff,

We respectfully request to be included on the agenda for the County Commission meeting scheduled for May 1st. During this meeting, we would like to introduce two independent third parties who will provide valuable insights into Community Infrastructure Districts (CIDs).

- **Benj Becker:** Managing Director at Piper Sandler's special district group, specializing in the Utah and Intermountain West markets. He has extensive experience in raising and deploying capital for public infrastructure and consulting on tax increment financing.
- **Stephanie J. Bonney:** Partner at MSBT Law, with a practice focusing on local government, natural resources, land use law, and administrative law. She represents various government entities in Southeast and Southwest Idaho and teaches Environmental Law at the University of Idaho.

These districts are designed to mitigate the significant upfront capital investments required to develop new public infrastructure and upgrade existing facilities.

Their presentation will highlight the effective utilization of the CID tool in new developments, demonstrating how these projects can finance themselves without imposing financial burdens on current residents and communities.

The presentation will consist of:

- **30 to 40 minutes:** Explanation of the CID tool, its management, benefits, and challenges.
- **20 minutes:** Q&A session to address any questions.

We look forward to an informative meeting and hope the CID tool will be considered and utilized to attract new economic development opportunities throughout Bannock County. This initiative aligns and supports our 2040 vision of Bannock County as a vibrant, family-friendly community that embraces its rural lifestyle while promoting sustainable economic growth and outdoor adventure.

Thank you for your consideration.

Sincerely,

Matt Loo

Partner - Pioneer Capital Ventures

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Community Infrastructure District (CID)

What is a CID?

A Community Infrastructure District-CID (Idaho Code Title 50 Chapter 31) is a financial tool to incentivize private development; it is a private bond product without risk or burden on the County. However, due to Idaho law, a district partnership must be created with the County to ensure good governance and oversight. The district is created to finance and manage infrastructure improvements within a defined geographic area. Local governments typically establish these districts to support public infrastructure development such as roads, water and sewer systems, parks, and other community facilities and utilities. CIDs are funded using bonds, which are repaid through special assessments or property taxes within these districts.

How Does a CID Work?

1. **Formation:** A CID is formed through a legal process initiated by a petition from property owners or developers, followed by approval from the local government. The district's boundaries are defined, and a governing board is established to oversee its operations.
2. **Financing:** CIDs finance infrastructure projects by issuing bonds, which are repaid over time using revenue generated from special assessments or property taxes levied on properties within the district.
3. **Implementation:** The CID board oversees infrastructure projects' planning, construction, and maintenance. They ensure that the projects meet specific infrastructure needs and comply with regulatory standards.
4. **Maintenance:** Once the infrastructure is built, the CID is responsible for ongoing maintenance and operations, funded by continued assessments or taxes generated from within the created district.

Opportunities Generated Through CIDs

1. **Targeted Development:** Community Infrastructure Districts (CIDs) enable targeted investments in specific areas, ensuring that new developments are self-financing and do not impose additional financial burdens on existing residents for infrastructure enhancements.
2. **Economic Growth:** By providing necessary infrastructure, CIDs can stimulate economic development, attract businesses, and create jobs.
3. **Local Control:** CIDs give local communities more control over the planning and implementation of infrastructure projects, ensuring that developments align with local needs and priorities.
4. **Efficient Financing:** CIDs can access financing through bonds, which may offer lower interest rates and longer repayment terms than traditional funding methods.

Challenges That CIDs Must Manage

1. **Increased Taxes:** Property owners within the CID may face higher taxes or assessments to fund infrastructure projects, which can be a financial burden.
2. **Administration:** Managing a CID may require additional administrative effort and oversight.