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Commissioners' Agenda

The Board of County Commissioners (BOCC) is comprised of the three elected County Commissioners: Ernie Moser (District 1), Jeff Hough (District 2, Chair), and Ken Bullock (District 3). The BOCC generally meets twice weekly: **Tuesdays & Thursdays at 9:00 a.m.** Unless otherwise noted, meetings are generally held in the Commissioner's Chambers at 624 E Center, Room 212, Pocatello, Idaho. During these public meetings, the BOCC may approve contracts, expend funds, hear testimony, make decisions on land use cases, and take care of other County matters. Times are subject to change within 15 minutes of the stated time.

Tuesday, July 22, 2025

9:00 AM Regular Business Meeting (action items)

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)
- Adam McKinney, 911 Communications, seeking approval of and signature on MOU for shared site access repeater (requested 5 minutes) (action item)
- Discussion pertaining to approval of and potential signature on a Reimbursement Agreement with the City of Chubbuck regarding waived landfill fees for the demolition of the Pine Ridge Mall (action item)
- Kristi Davenport, Commission, request for mileage to return to Pocatello for Commissioner Hough's return trip from NACo (requested 5 minutes) (action item)
- Kristi Klauser, Auditing, requesting signatures to pay manual checks and tractor purchase (requested 5 minutes) (action item)
- Matthew Phillips, Human Resources & Risk Management Director, requesting approval of and potential signature on proposed ancillary coverage with Philadelphia Insurance for 1) 7/26 Dwight Yoakam concert, 2) 8/6 Joe Bonamassa concert, and 3) 8/8 Old Dominion concert (requested 15 minutes) (action item)
- Jason Dye, Trial Court Administrator, requesting approval of and potential signature on 1) copier purchase and maintenance contract with Dex Imaging and 2) addendum to lease agreement with Power County (requested 10 minutes) (action item)

RESOLUTIONS AND ORDINANCES (action items):

Resolution No. 2025-49 Awarding Firearm to Retired Sheriff Deputy

LETTERS AND NOTICES (action items):

Notice of Action letters

SIGNATURE ONLY (action items):

June 2025 Commissioner Proceedings
Xcell Engineering proposal for geotechnical evaluation

CLAIMS AND CONSENT AGENDA (action items):

- Board of Ambulance District: Invoices and Commissioner Report
- Board of Commissioners: Invoices, Commissioners Reports, and Credit Applications
- Manual Checks
- Alcohol Licenses and Catering Permits
- Certificate of Residency Approval
- Salary Rate Approval Forms/Notice of Separation with Potential Executive Session under Idaho Code §74-206(1)(a)&(b) regarding personnel with potential action following adjournment of Executive Session
- Minutes: Approval of Meeting Minutes for July 3 and 8, 2026, and Board of Equalization Minutes for July 1, 3, 7, and 9, 2026, and Certification of Said Minutes

11:00 AM Public Hearing Rezone Application (action item)

11:15 AM Public Hearing Zoning Ordinance Text Change (action item)



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:

Adam McKinney

Department:

911 Communications

Requestor Email:

adam@bannockcounty.gov

Item(s) to be considered:

Signature on MOU for shared site access repeater for Franklin/Caribou/Bear Lake county in our Sedgwick tower site. MOU has been reviewed by legal and legal for the other counties as well.

Please schedule for 7/15 as I will be travelling to Lewiston the 8th for IPSCC meetings.

Date of meeting being requested:

07/15²²/2025

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:

MEMORANDUM OF UNDERSTANDING

A Memorandum of Understanding (MOU) Between Bannock County hereafter referred to as the "Site Owner," and the Counties of Caribou, Franklin, and Bear Lake, Idaho, hereafter referred to collectively as the "Shared Agencies," for co-location of shared VHF/UHF Radio Repeater Equipment, the contents of which are documented in "Appendix A," and hereafter referred to as "Shared Radio Equipment," in the Bannock County Sedgewick Peak Radio Tower Site, hereafter referred to as the "Site."

WHEREAS, The Site Owner owns and maintains a public safety radio tower site located in the Caribou Targhee National Forest Sedgwick Peak Communications Site located at 42°31'13.53"N 111°55'37.34"W and;

WHEREAS, The Site Owner and Shared Agencies currently share interoperability communications utilizing Shared Radio Equipment currently located in the State of Idaho Public Safety Communications (State PSC) Radio Tower Site on Sedgwick Peak and;

WHEREAS, The Shared Radio Equipment is utilized for communications between the Site Owner and Shared Agencies' Fire, EMS, and Search & Rescue Departments as well as supporting Amateur Radio usage for licensed volunteer and civilian radio users and;

WHEREAS, Changes at the State Public Safety Communications Division have rendered the State PSC radio tower site on Sedgwick Peak no longer suitable for co-location of the Shared Radio Equipment and;

WHEREAS, Removal of this system would impact the Site Owner and Shared Agencies public safety and licensed amateur radio use and;

WHEREAS, This MOU is designed to continue the cooperative relationship between the Site Owner and the Shared Agencies by allowing for the continued use of the Shared Radio Equipment through co-location in the Site Owner's radio tower site and allowing installation of the equipment on the Site Owner's tower located at the site."

THEREFORE, Bannock County, Franklin County, Caribou County, and Bear Lake County agree to the following:

- Franklin County or its subcontractors will be allowed to install and co-locate the Shared Radio Equipment listed in Appendix A in the Site Owner's Sedgwick Peak Communication Site.
- Franklin County or its subcontractors will employ Communications Tower Authorized Persons/Climbers to do any installation and will take all precautions needed to not disrupt other public-safety activities or communications at the site.
- Franklin County or its subcontractors will provide suitable liability insurance which covers any persons involved in installation work at the site.
- The Site Owner will provide tower space, shelter rack-space, HVAC, electricity, and backup power for the Shared Radio Equipment and retains ownership of the tower, site, site-facilities, and all related utilities.
- Caribou County will provide network connectivity (Internet/remote access) if required for the Shared Radio Equipment.
- Shared Agencies will notify the Site Owner prior to any installation or maintenance of the Shared Radio Equipment and allow the Site Owner to suspend or delay if required.
- ANY and ALL work at the site by the Shared Agencies or subcontractors which requires connection to the Site Owner's utilities will have Site Owner supervision or written approval prior to work being performed.

- Shared Agencies will make every reasonable effort to not disrupt any Site Owner activities at the site.
- Site Owner will provide the gate and door lock codes to the Shared Agencies. Shared Agencies agree to not re-share this information without written authorization from the Site Owner.
- Each of the Shared Agencies will remit a yearly fee for usage in the amount of \$150 per agency (\$600 total per year) to the Site Owner for costs related to co-location (including but not limited to: electricity, HVAC, connectivity, land-usage fees, etc.). This fee will be due October, 31st of each calendar year.
- This MOU shall remain in effect after signature but can be dissolved by the Site Owner or any of the Shared Agencies with 90 (ninety) days written notice made to each agency.
- Should any Shared Agency decide to dissolve their participation in the MOU, the agreement can continue with the remaining agencies and costs for the fee spread across the remaining agencies.

Authorizing Signatures:

Date:

7/22/25

Bannock County (Site Owner) Jeff Hough

Caribou County (Shared Agency)

Franklin County (Shared Agency)

Bear Lake County (Shared Agency)

APPENDIX A – SHARED RADIO EQUIPMENT LISTING

A listing of the components of the Shared Radio Equipment to be co-located in the Site Owner’s Sedgwick Peak Radio Communication Site:



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
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Business Meeting Agenda Request Form

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Requestor Name:

Kristi Davenport

Department:

Commission

Requestor Email:

kristid@bannockcounty.gov

Item(s) to be considered:

Requesting to discuss approval of and potential signature on a Reimbursement Agreement with the City of Chubbuck regarding waived landfill fees for the demolition of the Pine Ridge Mall.

Date of meeting being requested:

07/22/2025

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:

REIMBURSEMENT AGREEMENT

This Reimbursement Agreement (“Agreement”) is entered into effective the _____ day of _____, 2025 (“Effective Date”) between the Urban Renewal Agency of the City of Chubbuck, also known as the Chubbuck Development Authority, located at Chubbuck City Hall, 5160 Yellowstone Avenue, Chubbuck, Idaho 83202 (“Agency”), City of Chubbuck (“City”), a municipality in the State of Idaho, Bannock County (“County”), and SimonCRE Prospector, LLC, an Arizona limited liability company and their successors and assigns (“Developer”). The Agency, City, County, and Developer, are referred to herein collectively as the “Parties” and individually as a “Party”.

RECITALS

A. Agency is an independent public body organized pursuant to the Idaho Urban Renewal Law of 1965, Title 50, Chapter 20, Idaho Code, as amended (the “Law”), and undertaking projects under the authority of the Law and the Local Economic Development Act, Title 50, Chapter 29, Idaho Code, as amended (the “Act”).

B. By Resolution No. 16-01, dated June 29, 2016, the Pine Ridge Mall Urban Renewal Area and Improvement Plan (“Pine Ridge Mall Plan”), was approved by the Agency pursuant to the Urban Renewal Law and the Act.

C. The City by Ordinance No. 759, dated August 3, 2016, adopted the Pine Ridge Mall Plan and created a revenue allocation for the Pine Ridge Mall project Area (as more specifically defined in the Pine Ridge Mall Plan, the “Pine Ridge Revenue Allocation Area”).

D. The Pine Ridge Revenue Allocation Area provides financing to carry out the goals of the Pine Ridge Mall Plan by collecting property taxes on the difference between the then current equalized value of all taxable properties within the Pine Ridge Revenue Allocation Area and the base assessment established in 2016 (the “Tax Increment”) for a period of up to twenty years from the date established by the Pine Ridge Mall Plan.

E. The City, the Agency, and the previous developer, Pine Ridge Mall, JC, LLC, a Missouri limited liability company (“Previous Developer”), executed an Amended and Restated Development Agreement in 2017 (“2017 Development Agreement”), wherein such parties agreed to use the Tax Increment to reimburse the Previous Developer for certain Eligible Costs (as defined in the Development Agreement).

F. The City, the Previous Developer, and the Agency approved the First Amendment to Amended and Restated Development Agreement on March 19, 2020, authorizing the Agency to issue Revenue Allocation Series 2020 Bonds to reimburse the Previous Developer its Eligible Costs, with the Tax Increment being pledged to the payment of the bonds.

G. The Agency entered into a Trust Indenture with Zions Bancorporation, National Association as Trustee, dated September 1, 2020, wherein the Agency pledged the Tax Increment to the repayment of the Series 2020 Bonds, until such time as payment in full of the principal and interest due on the Bonds, and any fees, charges, and expenses of the Trustee, or any other amounts to be paid under the Trust Indenture are paid.

H. All Tax Increment used to repay the debt service of the Bonds, an estimated \$2,782,189.00, shall reduce the amount of approved Eligible Costs, \$11,732,144.00, under the Development Agreement and the Pine Ridge Mall Plan.

I. Developer purchased the Pine Ridge Mall property from the Previous Developer on or about May 16, 2024, and as such is an heir and assign of the Previous Developer and has the same rights to the tax increment monies for qualified reimbursements and other eligible expenses.

J. On July 23, 2024, the Board of Bannock County Commissioners authorized the conditional reduction of landfill fees associated with the Pine Ridge Mall redevelopment for up to \$200,000.00.

K. On August 21, 2024, the Chubbuck City Council authorized conditional fee relief for building permits of eighty percent of plan review fees, up to \$200,000.00. Chubbuck and the Developer then entered into an Agreement for Obtaining Waiver of Certain Fees Related to Pine Ridge Mall Redevelopment, dated September 16, 2024 (“Fee Waiver Agreement”) under which the Developer agreed to waive any right to collect Tax Increment funding until the City and the County (individually a “Participant” and collectively the “Participants”) have been reimbursed their respective \$200,000.00 conditional fee waivers through Tax Increment funding.

L. The Agency has the authority to use the Tax Increment to reimburse costs of construction in accordance with the Pine Ridge Mall Plan, all as authorized by the Law and the Act.

M. The Parties desire to enter into this Agreement to define the terms of the Agency’s reimbursement of conditionally waived building permit and landfill fees by the Participants.

AGREEMENT

Therefore, with the definitions above incorporated herein, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

- 1. Effective Date.** This Agreement shall be effective once it is signed by all Parties, as evidenced by the last signature date below. The effective date shall be inserted into the introductory paragraph of this Agreement.
- 2. Term.** This Agreement shall commence on the Effective Date and shall terminate upon the earlier of (a) the date that all obligations of each Party are complete, (b) the termination of this Agreement under Section 13, or (c) December 31, 2037.
- 3. Authority.** This Agreement is intended to comply with Agency’s authority under the Law, the Act, and the Pine Ridge Mall Plan, and shall not be deemed a gift or donation of public funds.
- 4. Purpose.** The purpose of this Agreement is to effectuate the Pine Ridge Mall Plan by providing for the reimbursement of (a) up to \$200,000.00 in landfill fees actually waived by Bannock County in connection with Developer’s redevelopment of the Pine Ridge Mall property (the “Site”), and (b) up to \$200,000.00 in building permit fees actually waived by the City of Chubbuck pursuant to the Fee Waiver Agreement.
- 5. Reimbursement Obligation.** Agency shall, subject to the terms and conditions of this Agreement, reimburse (a) up to \$200,000.00 in landfill fees actually waived by Bannock County in connection with redevelopment of the Site, and (b) up to \$200,000.00 in building permit fees actually waived by the City of

Chubbuck pursuant to the Fee Waiver Agreement. Such fees are referred to herein collectively as “Qualifying Fees.”

6. Reimbursement Contingencies. Agency’s obligation to reimburse Qualifying Fees is contingent upon the following:

6.1 Agency’s total reimbursement obligation to each Participant, which shall not exceed the lesser of (a) actual fees waived, and (b) \$200,000.00 each for each Participant.

6.2 Complete satisfaction of (a) the Agency’s obligations under the Trust Indenture, (b) there are remaining Eligible Costs under the Pine Ridge Mall Plan, and (c) the Pine Ridge Mall Plan urban renewal area remains open.

6.3 Submission of properly documented reimbursement requests in accordance with section 5.3 of this Agreement.

6.4 Agency’s obligation to reimburse Actual Fees Waived shall terminate upon the earlier to occur of (a) reimbursement in full of all Actual Fees Waived, (b) termination of Agency’s revenue allocation authority under the Urban Renewal Plan, or (c) December 31, 2037. THE PARTICIPANTS EACH ACKNOWLEDGE AND ASSUME THE RISK THAT REVENUE ALLOCATION PROCEEDS MAY NOT BE SUFFICIENT TO REIMBURSE QUALIFYING FEES ON OR BEFORE THE TERMINATION OF THE REVENUE ALLOCATION AUTHORITY UNDER THE PINE RIDGE MALL PLAN. THE PARTICIPANTS FURTHER ACKNOWLEDGE THAT AGENCY HAS NO CONTROL OVER THE ASSESSMENT AND COLLECTION OF TAXES ON THE SITE AND THE IMPOSITION. THE PARTICIPANTS FURTHER ACKNOWLEDGES AGENCY HAS NO CONTROL OVER THE PROJECT.

7. Reimbursement Requests. Within 180 days after the actual of waiver of Qualifying Fees by the City or the County, as the case may be, the City or the County shall submit a written request for reimbursement to the Agency, which request shall include documentation detailing the fees actually waived for Developer.

7.1 Determination of Qualifying Fees. The Agency shall, in its sole and reasonable discretion, make the final determination of Qualifying Fees based on documentation produced by the City or the County and any other information the Agency deems relevant. If the Agency Administrator determines that any fee waiver identified in a reimbursement request submitted by the City or the County does not constitute Qualifying Fees, the Agency shall notify the City or the County in writing of such determination.

7.2 Objection Period. If the City or the County disagrees with the Agency Administrator’s determination of Qualifying Fees, the City or the County must respond to the Agency in writing within 14 days explaining why they believe the Agency Administrator’s calculation was in error, together with supporting evidence. Within 30 days after receipt of the objection, the Agency shall review the objection and advise the City or the County of the Agency’s final determination of Qualifying Fees.

7.3 Disbursement. The Agency will reimburse 100% of Qualifying Fees, subject to the contingencies set forth above, within 30 days after Agency approval. Approved reimbursements will be disbursed in priority based on the date of Agency approval. If revenue allocation proceeds are not available for disbursement at the time of approval, Agency will disburse the approved reimbursement within 30 days after Agency receives revenue allocation proceeds sufficient to make the reimbursement.

8. Non-general Obligation. As provided by Idaho Code Section 50-2910, the obligations of the Agency hereunder shall not constitute a general obligation or debt of the Agency, the State of Idaho, or any of its political subdivisions, or give rise to a charge against their general credit or taxing powers to be

payable out of any funds or properties other than the monies deposited in the special fund or funds provided for herein and pledged hereby to the payment of principal on the reimbursement obligation.

9. Taxes.

9.1 The Act provides that the Agency will be paid revenue allocation proceeds contingent on the amount of assessed value as determined by the Bannock County Assessor each year and the rate of tax levy or the percentage of assessment levied by each of the taxing agencies. The Agency is not a guarantor of the assessment determination made by Bannock County Assessor or guarantor of collection of taxes by the Bannock County Treasurer.

9.2 The increment tax revenues from the Site (as determined from the assessment records of the Bannock County Assessor and the payment records of the Bannock County Treasurer) shall be paid to the Participants if and only as they are paid to Agency by Bannock County. The Agency has no legal responsibility to collect property taxes.

9.3 The Parties recognize the Agency has no authority or involvement in the assessment, levy, or collection process for ad valorem taxes, including real property, personal property, and operating property taxes. The Parties also recognize that the ability of the Agency to reimburse the Participants for the reimbursement obligation is dependent on the ad valorem assessment and collection process.

10. Subordination of Reimbursement Obligations. The Parties agree this Agreement does not provide the City or the County with a security interest in any other urban renewal plan area, including but not limited to revenue from any "Revenue Allocation Area" (as defined in Title 50, Chapter 29 of the Idaho Code). Notwithstanding anything to the contrary in this Agreement, the obligation of Agency to make the payments as specified in this Agreement shall be subordinate to all Agency obligations that have committed or in the future commit available Agency revenues, including but not limited to revenue from any Revenue Allocation Area and may be subject to consent and approval by Agency lenders.

11. Agency Contribution Assignable. The Parties agree that the Agency's obligations run only to the Participants or their assignees, and that the Agency is under no obligation to grant any additional consideration other than set forth herein. The Participants shall have the absolute right to assign its right to receive any payments to their lender, successor, or other entity.

12. Indemnification. The City and the County shall indemnify, defend, and hold harmless the Agency and its commissioners, officers, agents, consultants, and employees from and against all liabilities, obligations, damages, penalties, claims, costs, charges, and expenses, including reasonable attorney fees (collectively referred to in this Section 12 as a "Claim"), which may be imposed upon or incurred by or asserted against the Agency in connection with this Agreement, including Claims regarding the validity or legality of this Agreement and the reimbursement of Qualifying Fees, provided that the City and the County shall have no obligation to indemnify, defend, or hold the Agency harmless from and against any Claim to the extent (a) it arises from the negligence or willful misconduct of the Agency, or (b) the Agency assumes such liability or obligation by contract. If a Claim is made, the Agency, City, and County shall jointly defend against said Claim. The Agency has the discretion to hire its own legal counsel, in which case the City and the County shall reimburse Agency for its reasonable legal fees and costs, including, without limitation, expert witness fees and costs. This section 12 shall survive termination of this Agreement.

13. Default, Dispute Resolution, Remedies, and Termination.

13.1 Default. Neither Party shall be deemed to be in default of this Agreement except upon the expiration of 45 days from receipt of written notice from the other Party specifying the particulars in which such Party has failed to perform its obligations under this Agreement unless such Party, prior to expiration

of said 45-day period, has rectified the particulars specified in said notice of default; provided that if rectifying the matters specified in the notice of default cannot be completed within 45 days with consistent good faith effort, such notified Party shall not be in default so long as the party diligently pursues actions needed to rectify such matters within 120 days. In the event of a default, the non-defaulting Party may do any of the following:

- (a) Terminate this Agreement upon written notice to the defaulting Party and recover from the defaulting Party all direct damages incurred by the non-defaulting Party.
- (b) Seek specific performance of this Agreement and, in addition, recover all damages incurred by the non-defaulting Party.
- (c) Perform or pay any obligation or encumbrance necessary to cure the default and offset the cost thereof from monies otherwise due the defaulting Party or recover said monies from the defaulting Party.
- (d) Pursue all other remedies available at law, it being the intent of the Parties that remedies be cumulative and liberally enforced so as to adequately and completely compensate the non-defaulting Party.
- (e) In the event a Participant defaults under this Agreement, Agency (the non-defaulting Party) shall have the right to suspend or terminate its payment under this Agreement for so long as the default continues. If the default is not cured within the time period specified in Section 13.1, Agency's obligation for payment shall be deemed extinguished. In addition, if Agency funds shall have been paid, Agency may seek reimbursement of any amounts paid to that Participant up to the amount of damages incurred by Agency for that Participant's default.

13.2 Force Majeure. Performance by any Party shall not be deemed to be in default where delays or defaults are due to war, insurrection, strikes, lock-outs, riots, floods, earthquakes, fires, casualties, acts of God, acts of the public enemy, epidemics, quarantine restrictions, freight embargoes, lack of transportation, governmental restrictions or priority, litigation, unusually severe weather, acts of another party, environmental analysis or removal of hazardous or toxic substances, acts or the failure to act of any public or governmental agency or entity (except that Agency's acts or the failure to act shall not excuse performance by Agency), or any other causes beyond the control or without the fault of the Party claiming an extension of time to perform. An extension of time for any such cause shall only be for the period of the forced delay, which period shall commence to run from the time of the commencement of the cause. Times of performance under this Agreement may also be extended in writing by Agency and Participants.

13.3 Dispute Resolution. If a dispute arises between Agency and a Participant regarding the application or interpretation of this Agreement, the aggrieved party shall promptly notify the other party to this Agreement of the dispute within 10 days after the dispute arises. The Agency and the Participant shall negotiate in good faith to resolve the dispute within 30 days after such notice. If Agency and Participant shall have failed to resolve the dispute within 30 days, they agree to endeavor to settle the dispute by mediation or other process of structured negotiation as they may mutually agree before resorting to litigation. Should they be unable to resolve the dispute to their mutual satisfaction within 30 days after completion of mediation or other process of structured negotiation, the Agency and the Participant shall each have the right to pursue any rights or remedies it may have at law or in equity. Litigation is allowed between them only (i) if the dispute is not resolved by mediation, (ii) for the purpose of enforcing a settlement agreement entered into between them, or (iii) to seek temporary injunctive relief if a party deems such action necessary to avoid irreparable damage. The pursuit or granting of temporary injunctive relief shall not excuse the parties from participating in good faith negotiation and mediation as set forth herein.

13.4 Legal Actions. In addition to any other rights or remedies, any Party may institute legal action to cure, correct, or remedy any default, to recover damages for any default, or to obtain any other remedy consistent with the purpose of this Agreement. The non-defaulting Party may also, at its option, cure the default and sue to collect reasonable attorney's fees and costs incurred by virtue of curing or correcting the defaulting Party's breach. The laws of the State of Idaho shall govern the interpretation and enforcement of this Agreement, and Bannock County shall be the proper venue. Each Party waives any right it may have to assert the doctrine of *forum non conveniens* or to object to venue to the extent any proceeding is brought in accordance with this section 13.4.

13.5 Rights and Remedies Are Cumulative. Except as otherwise expressly stated in this Agreement, the rights and remedies of the Parties are cumulative, and the exercise by any Party of one or more of such rights or remedies shall not preclude the exercise by it, at the same time or different times, of any other rights or remedies for the same default or any other default by the other Party. Agency reserves the right to withhold reimbursement to Participants for any Participant's default.

13.6 Attorney Fees and Costs. If either Party shall enforce any provisions of this Agreement in any action at law or in equity, the unsuccessful party to such litigation shall pay to the prevailing party all costs and expenses, including reasonable attorney fees incurred therein by the prevailing party, and such may be included to the judgment entered in such action.

14. General Provisions.

14.1 Notices, Demands, and Communications Between the Parties. Formal notices, demands, and communications (collectively, "Notice") between Agency and Participants shall be sufficiently given if dispatched by registered or certified mail, postage prepaid, return receipt requested, or by email to the principal offices of Agency and Participants as set forth in this Agreement. Notices sent by email shall be deemed received when the intended recipient acknowledges receipt via reply email. Notices may be sent in the same manner to such other addresses as either Party may from time to time designate by mail.

14.2 Non-liability of Agency Officials and Employees. No member, official, or employee of Agency shall be personally liable to Participants in the event of any default or breach by Agency or for any amount which may become due to Participants or on any obligations under the terms of this Agreement.

14.3 Successors and Assigns. This Agreement shall, except as otherwise provided herein, be binding upon and inure to the benefit of the successors and assigns of the Parties.

14.4 Severability. If any provision of this Agreement shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provision of this Agreement, and this Agreement shall be construed and enforced as if such illegal or invalid provision had not been contained herein.

14.5 Headings. The section headings contained herein are for convenience and reference and are not intended to define or limit the scope of any provision of this Agreement.

14.6 Counterparts. This Agreement may be simultaneously executed in several counterparts, which when taken together shall constitute one and the same instrument.

14.7 Attachments and Exhibits. All attachments and exhibits which are attached to this Agreement are made a part hereof by this reference.

14.8 No Joint Venture or Partnership. Nothing contained in this Agreement or in any document executed in connection with this Agreement shall be construed as making Agency and Participants a joint venture or partners.

14.9 Amendment. Any Amendments to this Agreement must be in writing and signed by the Parties to be effective.

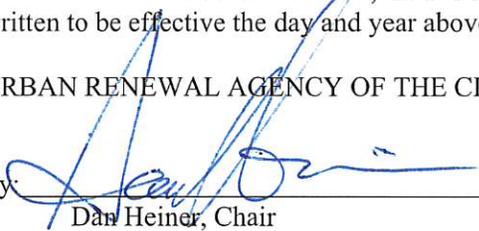
14.10 Entire Agreement. This Agreement constitutes the entire understanding and agreement of the Parties, and supersedes all negotiations or previous agreements between them, with respect the subject matter hereof.

14.11 Waiver. All waivers of provisions of this Agreement must be in writing and signed by the Parties to be enforceable.

[signatures on following page]

IN WITNESS WHEREOF, the Parties hereto have signed this Agreement the day and year below written to be effective the day and year above written.

URBAN RENEWAL AGENCY OF THE CITY OF CHUBBUCK, IDAHO

By: 
Dan Heiner, Chair

Date: 7/9/2025

BANNOCK COUNTY, IDAHO

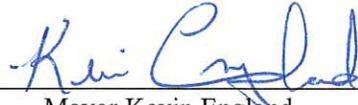
By: _____

Date: _____

Name: _____

Title: _____

CITY OF CHUBBUCK, IDAHO

By: 
Mayor Kevin England

Date: 30 Jun 2025

SIMON CRE PROSPECTOR, LLC

By: _____

Date: _____

Name: _____

Title: _____



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:

Requesting mileage reimbursement from the SLC Airport to Pocatello. Commissioner Hough traveled with Commissioner Moser to SLC for the flight to Philadelphia for the NACo conference. He is returning on a different date and his wife is picking him up at the airport. I am requesting mileage for one way to return to Pocatello.

Date of meeting being requested:

07/22/2025

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
 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:

Kristi Klauser

Department:

Auditing

Requestor Email:

kristik@bannockcounty.us

Item(s) to be considered:

Approve manual checks for concession alcohol and tractor purchase.

Date of meeting being requested:

07/22/2025

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 CHECK REQUEST FORM

Date: 07.14.2025

Vendor Information/Payee

Name: TEC

Address: _____

Account Distribution: 190455-64105 SW25 Amount: \$ 293.60

Department Approval: 

Payment Description

Reason for Check:
Beer Order for Stephen Wilson Concert

NOTE: Check Requests should only be used in the rare instances that an invoice is not available (examples: refunds for overpayments, dept. to dept. payments, etc.). Whenever possible documentation verifying the expense should be attached. Check Requests are not used for employee reimbursements; reimbursements are completed on an Employee Reimbursement Form.

BANNOCK COUNTY CHECK REQUEST FORM

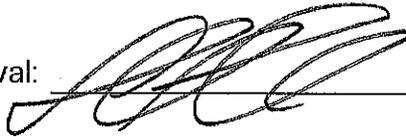
Date: 07.14.2025

Vendor Information/Payee

Name: Watkins

Address: _____

Account Distribution: 190455-64105 SW25 Amount: 571.00

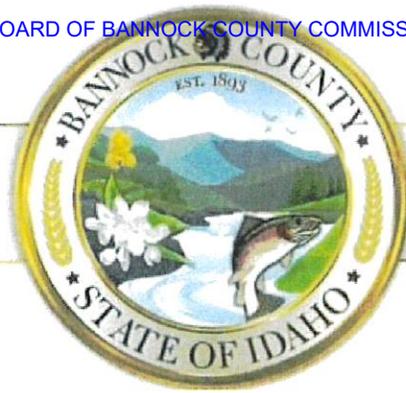
Department Approval: 

Payment Description

Reason for Check:
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NOTE: Check Requests should only be used in the rare instances that an invoice is not available (examples: refunds for overpayments, dept. to dept. payments, etc.). Whenever possible, documentation verifying the expense should be attached. Check Requests are not used for employee reimbursements; reimbursements are completed on an Employee Reimbursement Form.

BANNOCK COUNTY COMMISSIONERS
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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:

Matthew K. Phillips / Human Resources & Risk Management

Item to be considered/background:

Asking for approval of proposed ancillary coverage with Philadelphia Insurance for Dwight Yoakam concert on July 26, 2025.

How much time will be needed? Meeting date requested:

5 minutes

7/22/25

Does this item involve a contract, agreement, external funding application or award acceptance?

YES NO

Have all supporting documents been included with this form?

YES NO

List of attendees:

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

Commissioner Office Only:
Date: _____ Time: _____



SPECIAL EVENT APPLICATION

SUBMISSION REQUIREMENTS

- Currently valued insurance company loss runs for the current policy period plus three (3) prior years (for accounts where premium exceeds \$5,000.)
- Copy of rental agreement or contract or use venue

ACCOUNT INFORMATION

Applicant Name: Bannock County dba Bannock County Special Event Center

Address: 624 E. Center Street; Room 105, Pocatello ID 83201

Street **City** **State** **Zip Code**

Web site: https://bannockcountyeventcenter.us/ **E-mail Address:** matthewp@bannockcounty.gov

Contact person: Matthew Phillips **Phone:** 208-236-7211

Association Club Corporation Joint Venture Labor Organization

Limited Partnership LLC Non Profit Organization Partnership Religious Organization

Other Public Entity-Political Subdivision

Individual

Event Type: Concerts - Country

Note: Coverage is not available for musical talent/DJ's/bands/singers/performers.

Please note that the above event type is intended for the event organizer. If you are only attending the event as a vendor, please select the event type "Exhibitor / Vendor Booths."

I understand the above statement

Effective Date: 07/26/2025 **End Date:** 08/08/2025

Total number of Attendees: 1300
(includes volunteers)

Total number of Participants: 0
(includes volunteers)

Name of Venue: Portneuf Health Trust Amphitheatre

Address of Venue: 10588 Fairground Drive , Pocatello, ID 83201 07/26/2025 07/27/2025

Does Event Generate Revenue? Yes No

Revenue generated:	Admission fees	<u>\$91000</u>
	Liquor sales	<u>\$8000</u>
	Food sales	<u>\$12000</u>
	Merchandise	<u>\$4500</u>
	Event Gross Total	<u>\$115,500.00</u>

Is alcohol present at the event?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Who is serving alcoholic beverages?	The Insured. Servers have formal alcohol awareness training, no BYO permitted, and no persons under 21 will be served.	
Does the Applicant have a liquor license/permit in their name?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Limits of Liability Selected:	<input type="checkbox"/> \$1 million/\$3 million	<input checked="" type="checkbox"/> \$2 million/\$4 million
Are medical professionals at the event?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
If yes, please describe:	<u>EMT and First Responders</u>	
What is the seating type?	<u>Permanent Grandstands/Seating, Folding Chairs, Standing,</u>	
Who is responsible for security at the event?	<u>Insured</u>	
Is there a contract in place with the venue or municipality?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Does the event involve overnight camping?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Name of performer:	<u>Dwight Yoakam</u>	
Do you need to add an Inclement Weather Date? 07/27/2025 - 08/07/2025	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Do you need to add an Inclement Weather Date for the additional events?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Would you like to remove terrorism coverage?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Do you want coverage for Hired & Non-Owned Autos?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Do you need to list any entities as Additional Insured?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
If yes, provide the names of all certificate holders and additional insured along with their interest:		
Do any Additional Insureds <i>contractually</i> require Waiver of Subrogation language?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Organization Name:	<u>Nederlander Concerts Los Angeles LLC</u>	
Do any Additional Insureds <i>contractually</i> require Primary Non-Contributory language?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Organization Name:	<u>Nederlander Concerts Los Angeles LLC</u>	
Has the applicant had any claims filed against it regarding this event or related Special Events in the last four (4) years?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
If yes, please provide details:		
Are you aware of any circumstances surrounding this event which could reasonably lead to a claim or lawsuit?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
If yes, please provide details:		
Additional supporting information:		
Will provide copy of contract to UW prior to bind for approval in order pay and bind via the portal.		

FRAUD STATEMENT AND SIGNATURE SECTIONS

The Undersigned states that he/she is an authorized representative of the Applicant and declares to the best of his/her knowledge and belief and after reasonable inquiry, that the statements set forth in this Application (and any attachments submitted with this Application) are true and complete and may be relied upon by Company * in quoting and issuing the policy. If any of the information in this Application changes prior to the effective date of the policy, the Applicant will notify the Company of such changes and the Company may modify or withdraw the quote or binder.

The signing of this Application does not bind the Company to offer, or the Applicant to purchase the policy.

*Company refers collectively to Philadelphia Indemnity Insurance Company and Tokio Marine Specialty Insurance Company

FRAUD NOTICE STATEMENTS

ANY PERSON WHO KNOWINGLY AND WITH INTENT TO FRAUD ANY INSURANCE COMPANY OR OTHER PERSON FILES AN APPLICATION FOR INSURANCE CONTAINING ANY MATERIALLY FALSE INFORMATION OR CONCEALS, FOR THE PURPOSE OF MISLEADING, INFORMATION CONCERNING ANY FACT MATERIAL THERETO COMMITS A FRAUDULENT INSURANCE ACT, WHICH IS A CRIME AND SUBJECTS THAT PERSON TO CRIMINAL AND CIVIL PENALTIES (IN OREGON, THE AFOREMENTIONED ACTIONS MAY CONSTITUTE A FRAUDULENT INSURANCE ACT WHICH MAY BE A CRIME AND MAY SUBJECT THE PERSON TO PENALTIES). (IN NEW YORK, THE CIVIL PENALTY IS NOT TO EXCEED FIVE THOUSAND DOLLARS (\$5,000) AND THE STATED VALUE OF THE CLAIM FOR EACH SUCH VIOLATION). (NOT APPLICABLE IN AL, AR, AZ, CO, DO, FL, KS, LA, ME, MD, MN, NM, OK, RI, TN, VA, VT, WA AND WV).

APPLICABLE IN AL, AR, AZ, DC, LA, MD, NM, RI AND WV: ANY PERSON WHO KNOWINGLY (OR WILLFULLY IN MD) PRESENTS A FALSE OR FRAUDULENT CLAIM FOR PAYMENT OF A LOSS OR BENEFIT OR WHO KNOWINGLY (OR WILLFULLY IN MD) PRESENTS FALSE INFORMATION IN AN APPLICATION FOR INSURANCE IS GUILTY OF A CRIME AND MAY BE SUBJECT TO FINES OR CONFINEMENT IN PRISON.

APPLICABLE IN COLORADO: IT IS UNLAWFUL TO KNOWINGLY PROVIDE FALSE, INCOMPLETE, OR MISLEADING FACTS OR INFORMATION TO AN INSURANCE COMPANY FOR THE PURPOSE OF FRAUDULATING OR ATTEMPTING TO FRAUD THE COMPANY. PENALTIES MAY INCLUDE IMPRISONMENT, FINES, DENIAL OF INSURANCE AND CIVIL DAMAGES. ANY INSURANCE COMPANY OR AGENT OF AN INSURANCE COMPANY WHO KNOWINGLY PROVIDES FALSE, INCOMPLETE, OR MISLEADING FACTS OR INFORMATION TO A POLICYHOLDER OR CLAIMANT FOR THE PURPOSE OF FRAUDULATING OR ATTEMPTING TO FRAUD THE POLICYHOLDER OR CLAIMANT WITH REGARD TO A SETTLEMENT OR AWARD PAYABLE FROM INSURANCE PROCEEDS SHALL BE REPORTED TO THE COLORADO DIVISION OF INSURANCE WITHIN THE DEPARTMENT OF REGULATORY AGENCIES.

APPLICABLE IN FLORIDA AND OKLAHOMA: ANY PERSON WHO KNOWINGLY AND WITH INTENT TO INJURE, FRAUD, OR DECEIVE ANY INSURER FILES A STATEMENT OF CLAIM OR AN APPLICATION CONTAINING ANY FALSE, INCOMPLETE, OR MISLEADING INFORMATION IS GUILTY OF A FELONY (IN FL, A PERSON IS GUILTY OF A FELONY OF THE THIRD DEGREE).

APPLICABLE IN KANSAS: ANY PERSON WHO, KNOWINGLY AND WITH INTENT TO FRAUD, PRESENTS, CAUSES TO BE PRESENTED OR PREPARES WITH KNOWLEDGE OR BELIEF THAT IT WILL BE PRESENTED TO OR BY AN INSURER, PURPORTED INSURER, BROKER OR ANY AGENT THEREOF, ANY WRITTEN STATEMENT AS PART OF, OR IN SUPPORT OF, AN APPLICATION FOR THE ISSUANCE OF, OR THE RATING OF AN INSURANCE POLICY FOR PERSONAL OR COMMERCIAL INSURANCE, OR A CLAIM FOR PAYMENT OR OTHER BENEFIT PURSUANT TO AN INSURANCE POLICY FOR COMMERCIAL OR PERSONAL INSURANCE WHICH SUCH PERSON KNOWS TO CONTAIN MATERIALLY FALSE INFORMATION CONCERNING ANY FACT MATERIAL THERETO; OR CONCEALS, FOR THE PURPOSE OF MISLEADING, INFORMATION CONCERNING ANY FACT MATERIAL THERETO COMMITS A FRAUDULENT INSURANCE ACT.

APPLICABLE IN MAINE, TENNESSEE, VIRGINIA AND WASHINGTON: IT IS A CRIME TO KNOWINGLY PROVIDE FALSE, INCOMPLETE OR MISLEADING INFORMATION TO AN INSURANCE COMPANY FOR THE PURPOSE OF FRAUDULATING THE COMPANY. PENALTIES MAY INCLUDE IMPRISONMENT, FINES OR A DENIAL OF INSURANCE BENEFITS.

APPLICABLE IN NEW YORK: ANY PERSON WHO KNOWINGLY AND WITH INTENT TO FRAUD ANY INSURANCE COMPANY OR OTHER PERSON FILES AN APPLICATION FOR INSURANCE OR STATEMENT OF CLAIM CONTAINING ANY MATERIALLY FALSE INFORMATION, OR CONCEALS FOR THE PURPOSE OF MISLEADING, INFORMATION CONCERNING ANY FACT MATERIAL THERETO, COMMITS A FRAUDULENT INSURANCE ACT, WHICH IS A CRIME AND SHALL BE SUBJECT TO A CIVIL PENALTY NOT TO EXCEED FIVE THOUSAND DOLLARS AND THE STATE VALUE OF THE CLAIM FOR EACH SUCH VIOLATION.

NAME (PLEASE PRINT/TYPE)

TITLE
(MUST BE SIGNED BY THE PRESIDENT, CHAIRMEN, CEO OR EXECUTIVE DIRECTOR)

SIGNATURE

DATE

SECTION TO BE COMPLETED BY THE PRODUCER/BROKER/AGENT

PRODUCER
Jayson Melina

AGENCY
Mutual Insurance

PRODUCER CONTACT INFORMATION
2082378696
jaysonm@mutualfid.com

REGION
Northwest

ADDRESS (STREET, CITY, STATE, ZIP)
1576 Baldy , Pocatello, ID 83201

PI-TER-DN1 (01/03)



**PHILADELPHIA INSURANCE COMPANIES
DISCLOSURE NOTICE OF TERRORISM INSURANCE COVERAGE REJECTION
OPTION**

We, as an insurance company, are required under the new Federal Terrorism Risk Insurance Act of 2002, to offer certified "acts of terrorism" coverage to all of our prospective policyholders at time of purchase and to all our current policyholders at renewal. The Act requires the Federal Government to pay 90 percent of covered terrorism losses exceeding the statutorily established deductible paid by the insurance company providing the coverage. The premium set forth does not include any charges for the portion of loss covered by the Federal Government under the Act.

Section 102(1) defines an act of terrorism for purposes of the Act. Section 102(1)(A) states, "The term "act of terrorism" means any act that is certified by the Secretary of the Treasury, in concurrence with the Secretary of State, and the Attorney General of the United States- (i) to be an act of terrorism; (ii) to be a violent act or an act that is dangerous to -- (I) human life; (II) property; or (III) infrastructure; (iii) to have resulted in damage within the United States, or outside the United States in the case of -- (I) an air carrier or vessel described in paragraph (5) (B); or (II) the premises of a United States mission; and (iv) to have been committed by an individual or individuals acting on behalf of any foreign person or foreign interest, as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion." Section 102(1)(B) states, "No act shall be certified by the Secretary as an act of terrorism if -- (i) the act is committed as part of the course of a war declared by the Congress, except that this clause shall not apply with respect to any coverage for workers' compensation; or (ii) property and casualty insurance losses resulting from the act, in the aggregate, do not exceed \$5,000,000." Section 102(1)(C) and (D) specify that the determinations are final and not subject to judicial review and that the Secretary of the Treasury cannot delegate the determination to anyone.

Your attached proposal (or policy) includes a charge for terrorism. We will issue (or have issued) your policy with terrorism coverage unless you decline by placing an "X" in the box below.

NOTE 1: If "included" is shown on your proposal (or policy) for terrorism you WILL NOT have the option to reject the coverage.

NOTE 2: You will want to check with entities that have an interest in your organization as they may require that you maintain terrorism coverage. (i.e. mortgagees)

EXCEPTION: If you have property coverage on your policy, the following Standard Fire Policy states do not permit an Insured to reject fire ensuing from terrorism: AZ, CA, CT, GA, HI, ID, IL, IA, LA, ME, MA, MI, MN, MO, NE, NH, NJ, NY, NC, ND, OK, OR, PA, RI, VA, WA, WV, WI. Therefore, if you are domiciled in the above states and reject terrorism coverage, you will still be charged for fire ensuing from terrorism as separately designated on your proposal.

	I decline to purchase terrorism coverage. I understand that I will have no coverage for losses arising from 'certified' acts of terrorism, EXCEPT as noted above.
--	---

You, as the Insured, have 30 days after receipt of this notice to consider the selection/rejection of "terrorism" coverage. After this 30 day period, any request for selection or rejection of terrorism coverage WILL NOT be honored.

PI-TER-DN1 (01/03)

REQUIRED IN GA – LIMITATION ON PAYMENT OF TERRORISM LOSSES (applies to policies which cover terrorism losses insured under the federal program, including those which only cover fire losses)
The provisions of the Terrorism Risk Insurance Act of 2002 can limit our maximum liability for payment of losses from certified acts of terrorism. That determination will be based on a formula set forth in the law involving the national total of federally insured terrorism losses in an annual period and individual insurer participation in payment of such losses. If one or more certified acts of terrorism in an annual period causes the maximum liability for payment of losses from certified acts of terrorism to be reached, and we have satisfied our required level of payments under the law, then we will not pay for the portion of such losses above that maximum. However, that is subject to possible change at that time, as Congress may, under the Act, determine that payments above the cap will be made.

INSURED'S SIGNATURE _____
DATE _____



PHILADELPHIA
INSURANCE COMPANIES

A Member of the Tokio Marine Group

One Bala Plaza, Suite 100
Bala Cynwyd, Pennsylvania 19004
610.617.7900 Fax 610.617.7940
PHLY.com

PROPOSAL FOR INSURANCE

Proposal Number:3376791

Proposal Date: 07/16/2025

Named Insured and Mailing Address:

Bannock County dba Bannock County Special Event Center
624 E. Center Street; Room 105
Pocatello, ID 83201

Producer: Mutual Insurance
1575 Baldy
Pocatello, ID 83201

Contact:

Agency Number: 28790
Phone: 208-2379696

Insurer: Philadelphia Indemnity Insurance Company

Underwriter: Jose Ruiz

Policy Period From: 07/26/2025

To: 08/03/2025

Proposal Valid Until: 07/25/2025

at 12:01 A.M. Standard Time at your mailing address shown above

Product: Special Events

Submission Type: New Business

Commission 10%

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO EXTEND INSURANCE AS STATED IN THIS PROPOSAL. THIS PROPOSAL CONSISTS OF THE FOLLOWING COVERAGE PARTS FOR WHICH A PREMIUM IS INDICATED. THIS PREMIUM MAY BE SUBJECT TO ADJUSTMENT.

Commercial General Liability Coverage Part

PREMIUM

\$488.00

The Total Premium includes Federal Terrorism Risk Insurance Act Premium in the amount of:

\$0.00

TOTAL \$488.00

Philadelphia Indemnity Insurance Company

Locations Schedule

Proposal Number: 3376791

Premis. No.	Bldg. No.	Address
0001	0001	10588 Fairground Drive, Pocatello, ID 83201

Philadelphia Indemnity Insurance Company**Form Schedule – Policy**

Proposal Number: 3376791

Forms and Endorsements applying to this Coverage Part and made a part of this policy at time of issue:

Form	Edition	Description
BJP1901	1298	Commercial Lines Policy Jacket
PP2020	0220	Privacy Policy Notice
CPDPIC	0614	Common Policy Declarations
Location Schedule	0100	Location Schedule
PICME1	1009	Crisis Management Enhancement Endorsement
IL0021	0908	Nuclear Energy Liability Exclusion Endorsement
IL0017	1198	Common Policy Conditions
IL0204	0908	Idaho Changes - Cancellation and Nonrenewal

Philadelphia Indemnity Insurance Company

Form Schedule – General Liability

Proposal Number: 3376791

Forms and Endorsements applying to this Coverage Part and made a part of this policy at time of issue:

Form	Edition	Description
Gen Liab Dec	1004	Commercial General Liability Coverage Part Declaration
Gen Liab Schedule	0100	General Liability Schedule
CG0001	0413	Commercial General Liability Coverage Form
CG2100	0798	Exclusion - All Hazards in Connection With Designated Premises
CG2101	1185	Exclusion - Athletic or Sports Participants
CG2106	0514	Exclusion - Access or Disclosure of Confidential or Personal Information and Data-Related Liability With Limited Bodily Injury Exception
CG2109	0615	Exclusion - Unmanned Aircraft
CG2116	0413	Exclusion - Designated Professional Services
CG2132	0509	Communicable Disease Exclusion
CG2135	1001	Exclusion - Coverage C - Medical Payments
CG2144	0417	Limitation of Coverage to Designated Premises, Project or Operation
CG2147	1207	Employment-Related Practices Exclusion
CG2153	0196	Exclusion - Designated Ongoing Operations
CG2167	1204	Fungi or Bacteria Exclusion
CG2173	0115	Exclusion of Certified Acts of Terrorism
CG2404	0509	Waiver of Transfer of Rights of Recovery Against Others to Us
PIACL001	0120	Absolute Cyber Liability and Electronic Exclusion
PIAS003	0404	Exclusion - Stunt Activity
PIAS005	1113	Limitation of Coverage to a Specified Event and Event Date
PIAS006	0404	Exclusion - Pyrotechnicians/Fireworks
PIAS007	0404	Exclusion - Performer(s)
PIAS010	0404	Additional Insured: Owners and/or Lessors of Premises, Lessors of Leased Equipment, Sponsors or Co-Promoters
PIAS013	0404	Exclusion - Miscellaneous Activities and Devices
PIAS014	0404	Earned Premium Endorsement (Fully Earned Premium)
PIGL001	0894	Exclusion - Lead Liability
PIGL002	0894	Exclusion - Asbestos Liability
PISAM006	0117	Abuse or Molestation Exclusion
PISE006	1111	Exclusion - Assault or Battery
PISE007	1111	Additional Insured Primary and Non-Contributory Insurance
PISE009	0818	Special Events Date Change Coverage (Inclement Weather)

Philadelphia Indemnity Insurance Company

COMMERCIAL GENERAL LIABILITY COVERAGE PART DECLARATIONS

Proposal Number: 3376791

Agent # 28790

See Supplemental Schedule

LIMITS OF INSURANCE

\$ 4,000,000	General Aggregate Limit (Other Than Products – Completed Operations)
\$ 4,000,000	Products/Completed Operations Aggregate Limit (Any One Person Or Organization)
\$ 2,000,000	Personal and Advertising Injury Limit
\$ 2,000,000	Each Occurrence Limit
\$ 300,000	Rented To You Limit
\$ 0	Medical Expense Limit (Any One Person)

FORM OF BUSINESS: Other

Business Description: Special Events

Location of All Premises You Own, Rent or Occupy: **SEE SCHEDULE ATTACHED**

AUDIT PERIOD, ANNUAL, UNLESS OTHERWISE STATED: This policy is not subject to premium audit.

Classifications	Code No.	Premium Basis	Rates		Advanced Premiums	
			Prem./Ops.	Prod./Comp. Ops.	Prem./Ops	Prod./Comp. Ops.
SEE SCHEDULE ATTACHED						
TOTAL PREMIUM FOR THIS COVERAGE PART:					\$338.00	\$

RETROACTIVE DATE (CG 00 02 ONLY)

This insurance does not apply to "Bodily Injury", "Property Damage", or "Personal and Advertising Injury" which occurs before the retroactive date, if any, shown below.

Retroactive Date: _____

FORM (S) AND ENDORSEMENT (S) APPLICABLE TO THIS COVERAGE PART: Refer To Forms Schedule

Countersignature Date

Authorized Representative

Philadelphia Indemnity Insurance Company

COMMERCIAL GENERAL LIABILITY COVERAGE PART SUPPLEMENTAL SCHEDULE

Proposal Number: 3376791

Classifications	Code No.	Premium Basis	Rates		Advance Premiums	
			Prem./Ops.	Prod./Comp. Ops.	Prem./Ops.	Prod./Comp. Ops.
PREM NO. 001						
ID ATTENDEES	63218	1300 ATTENDANT	\$ 0.236		\$ 307.00	
ADDITIONAL INSURED					\$ 31.00	
EVENT PREMIUM					\$ 307.00	
RAIN DATE COVERAGE					\$ 50.00	
WAIVER OF SUBROGATION					\$ 50.00	
PRIMARY NON-CONTRIBUTORY					\$ 50.00	
TOTAL PREMIUM					\$ 488.00	



BANNOCK COUNTY COMMISSIONERS
 624 E. Center, Pocatello, ID 83401
 Phone: (208) 236-7210 • Fax: (208) 232-7363

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 Commissioner
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JEFF HOUGH
 Commissioner
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 Commissioner
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AGENDA REQUEST FORM

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

Name/Department:

Matthew K. Phillips / Human Resources & Risk Management

Item to be considered/background:

Asking for approval of proposed ancillary coverage with Philadelphia Insurance for Joe Bonamassa concert on August 6, 2025.

How much time will be needed? Meeting date requested:

5 minutes 7/22/25

Does this item involve a contract, agreement, external funding application or award acceptance?

YES NO

Have all supporting documents been included with this form?

YES NO

List of attendees:

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

<p>Commissioner Office Only:</p> <p>Date: _____ Time: _____</p>



SPECIAL EVENT APPLICATION

SUBMISSION REQUIREMENTS

- Currently valued insurance company loss runs for the current policy period plus three (3) prior years (for accounts where premium exceeds \$5,000.)
- Copy of rental agreement or contract or use venue

ACCOUNT INFORMATION

Applicant Name: Bannock County dba Bannock County Special Event Center
Address: 624 E. Center Street; Room 105, Pocatello ID 83201
Street **City** **State** **Zip Code**
Web site: https://bannockcountyeventcenter.us/ **E-mail Address:** Matthewp@bannockcounty.gov
Contact person: Matthew Phillips **Phone:** 208-236-7211
 Association Club Corporation Joint Venture Labor Organization
 Limited Partnership LLC Non Profit Organization Partnership Religious Organization
 Other Public Entity-Political Subdivision
 Individual

Event Type: Concerts - Jazz / Blues

Note: Coverage is not available for musical talent/DJ's/bands/singers/performers.

Please note that the above event type is intended for the event organizer. If you are only attending the event as a vendor, please select the event type "Exhibitor / Vendor Booths."

I understand the above statement

Effective Date: 08/06/2025 **End Date:** 08/17/2025

Total number of Attendees: 1100
(includes volunteers)

Total number of Participants: 0
(includes volunteers)

Name of Venue: Portneuf Health Trust Amphitheatre
Address of Venue: 10588 Fairground Drive , Pocatello, ID 83201 08/06/2025 08/06/2025

Does Event Generate Revenue? Yes No

Revenue generated:	Admission fees	<u>\$82500</u>
	Liquor sales	<u>\$5600</u>
	Food sales	<u>\$12500</u>
	Merchandise	<u>\$4000</u>
	Event Gross Total	<u>\$104,600.00</u>

Is alcohol present at the event? Yes No

Who is serving alcoholic beverages? The insured. Servers have formal alcohol awareness training, no BYO permitted, and no persons under 21 will be served.

Does the Applicant have a liquor license/permit in their name? Yes No

Limits of Liability Selected: \$1 million/\$3 million \$2 million/\$4 million

Are medical professionals at the event? Yes No

If yes, please describe: EMT - First Responders

What is the seating type? Permanent Grandstands/Seating, Folding Chairs, Standing,

Who is responsible for security at the event? Insured

Is there a contract in place with the venue or municipality? Yes No

Does the event involve overnight camping? Yes No

Name of performer: Joe Bonamassa

Do you need to add an Inclement Weather Date? Yes No
08/07/2025 - 08/16/2025

Do you need to add an Inclement Weather Date for the additional events? Yes No

Would you like to remove terrorism coverage? Yes No

Do you want coverage for Hired & Non-Owned Autos? Yes No

Do you need to list any entities as Additional Insured? Yes No

If yes, provide the names of all certificate holders and additional insured along with their interest:

Do any Additional Insureds *contractually* require Waiver of Subrogation language? Yes No

Organization Name: Nederlander Concerts Los Angeles LLC

Do any Additional Insureds *contractually* require Primary Non-Contributory language? Yes No

Organization Name: Nederlander Concerts Los Angeles LLC

Has the applicant had any claims filed against it regarding this event or related Special Events in the last four (4) years? Yes No

If yes, please provide details:

Are you aware of any circumstances surrounding this event which could reasonably lead to a claim or lawsuit? Yes No

If yes, please provide details:

Additional supporting information:
Will provide contract between promoter, venue, and artist prior to bind.

FRAUD STATEMENT AND SIGNATURE SECTIONS

The Undersigned states that he/she is an authorized representative of the Applicant and declares to the best of his/her knowledge and belief and after reasonable inquiry, that the statements set forth in this Application (and any attachments submitted with this Application) are true and complete and may be relied upon by Company * in quoting and issuing the policy. If any of the information in this Application changes prior to the effective date of the policy, the Applicant will notify the Company of such changes and the Company may modify or withdraw the quote or binder.

The signing of this Application does not bind the Company to offer, or the Applicant to purchase the policy.

*Company refers collectively to Philadelphia Indemnity Insurance Company and Tokio Marine Specialty Insurance Company

FRAUD NOTICE STATEMENTS

ANY PERSON WHO KNOWINGLY AND WITH INTENT TO FRAUD ANY INSURANCE COMPANY OR OTHER PERSON FILES AN APPLICATION FOR INSURANCE CONTAINING ANY MATERIALLY FALSE INFORMATION OR CONCEALS, FOR THE PURPOSE OF MISLEADING, INFORMATION CONCERNING ANY FACT MATERIAL THERETO COMMITS A FRAUDULENT INSURANCE ACT, WHICH IS A CRIME AND SUBJECTS THAT PERSON TO CRIMINAL AND CIVIL PENALTIES (IN OREGON, THE AFOREMENTIONED ACTIONS MAY CONSTITUTE A FRAUDULENT INSURANCE ACT WHICH MAY BE A CRIME AND MAY SUBJECT THE PERSON TO PENALTIES). (IN NEW YORK, THE CIVIL PENALTY IS NOT TO EXCEED FIVE THOUSAND DOLLARS (\$5,000) AND THE STATED VALUE OF THE CLAIM FOR EACH SUCH VIOLATION). (NOT APPLICABLE IN AL, AR, AZ, CO, DC, FL, KS, LA, ME, MD, MN, NM, OK, RI, TN, VA, VT, WA AND WV).

APPLICABLE IN AL, AR, AZ, DC, LA, MD, NM, RI AND WV: ANY PERSON WHO KNOWINGLY (OR WILLFULLY IN MD) PRESENTS A FALSE OR FRAUDULENT CLAIM FOR PAYMENT OF A LOSS OR BENEFIT OR WHO KNOWINGLY (OR WILLFULLY IN MD) PRESENTS FALSE INFORMATION IN AN APPLICATION FOR INSURANCE IS GUILTY OF A CRIME AND MAY BE SUBJECT TO FINES OR CONFINEMENT IN PRISON.

APPLICABLE IN COLORADO: IT IS UNLAWFUL TO KNOWINGLY PROVIDE FALSE, INCOMPLETE, OR MISLEADING FACTS OR INFORMATION TO AN INSURANCE COMPANY FOR THE PURPOSE OF FRAUDULING OR ATTEMPTING TO FRAUD THE COMPANY. PENALTIES MAY INCLUDE IMPRISONMENT, FINES, DENIAL OF INSURANCE AND CIVIL DAMAGES. ANY INSURANCE COMPANY OR AGENT OF AN INSURANCE COMPANY WHO KNOWINGLY PROVIDES FALSE, INCOMPLETE, OR MISLEADING FACTS OR INFORMATION TO A POLICYHOLDER OR CLAIMANT FOR THE PURPOSE OF FRAUDULING OR ATTEMPTING TO FRAUD THE POLICYHOLDER OR CLAIMANT WITH REGARD TO A SETTLEMENT OR AWARD PAYABLE FROM INSURANCE PROCEEDS SHALL BE REPORTED TO THE COLORADO DIVISION OF INSURANCE WITHIN THE DEPARTMENT OF REGULATORY AGENCIES.

APPLICABLE IN FLORIDA AND OKLAHOMA: ANY PERSON WHO KNOWINGLY AND WITH INTENT TO INJURE, FRAUD, OR DECEIVE ANY INSURER FILES A STATEMENT OF CLAIM OR AN APPLICATION CONTAINING ANY FALSE, INCOMPLETE, OR MISLEADING INFORMATION IS GUILTY OF A FELONY (IN FL, A PERSON IS GUILTY OF A FELONY OF THE THIRD DEGREE).

APPLICABLE IN KANSAS: ANY PERSON WHO, KNOWINGLY AND WITH INTENT TO FRAUD, PRESENTS, CAUSES TO BE PRESENTED OR PREPARES WITH KNOWLEDGE OR BELIEF THAT IT WILL BE PRESENTED TO OR BY AN INSURER, FURPORTED INSURER, BROKER OR ANY AGENT THEREOF, ANY WRITTEN STATEMENT AS PART OF, OR IN SUPPORT OF, AN APPLICATION FOR THE ISSUANCE OF, OR THE RATING OF AN INSURANCE POLICY FOR PERSONAL OR COMMERCIAL INSURANCE, OR A CLAIM FOR PAYMENT OR OTHER BENEFIT PURSUANT TO AN INSURANCE POLICY FOR COMMERCIAL OR PERSONAL INSURANCE WHICH SUCH PERSON KNOWS TO CONTAIN MATERIALLY FALSE INFORMATION CONCERNING ANY FACT MATERIAL THERETO; OR CONCEALS, FOR THE PURPOSE OF MISLEADING, INFORMATION CONCERNING ANY FACT MATERIAL THERETO COMMITS A FRAUDULENT INSURANCE ACT.

APPLICABLE IN MAINE, TENNESSEE, VIRGINIA AND WASHINGTON: IT IS A CRIME TO KNOWINGLY PROVIDE FALSE, INCOMPLETE OR MISLEADING INFORMATION TO AN INSURANCE COMPANY FOR THE PURPOSE OF FRAUDULING THE COMPANY. PENALTIES MAY INCLUDE IMPRISONMENT, FINES OR A DENIAL OF INSURANCE BENEFITS.

APPLICABLE IN NEW YORK: ANY PERSON WHO KNOWINGLY AND WITH INTENT TO FRAUD ANY INSURANCE COMPANY OR OTHER PERSON FILES AN APPLICATION FOR INSURANCE OR STATEMENT OF CLAIM CONTAINING ANY MATERIALLY FALSE INFORMATION, OR CONCEALS FOR THE PURPOSE OF MISLEADING, INFORMATION CONCERNING ANY FACT MATERIAL THERETO, COMMITS A FRAUDULENT INSURANCE ACT, WHICH IS A CRIME AND SHALL BE SUBJECT TO A CIVIL PENALTY NOT TO EXCEED FIVE THOUSAND DOLLARS AND THE STATE VALUE OF THE CLAIM FOR EACH SUCH VIOLATION.

NAME (PLEASE PRINT/TYPE)

TITLE
(MUST BE SIGNED BY THE PRESIDENT, CHAIRMEN, CEO OR EXECUTIVE DIRECTOR)

SIGNATURE

DATE

SECTION TO BE COMPLETED BY THE PRODUCER/BROKER/AGENT

PRODUCER
Jayson Mellne

AGENCY
Mutual Insurance

PRODUCER CONTACT INFORMATION
2082379666
jaysonm@mutualfd.com

REGION
Northwest

ADDRESS (STREET, CITY, STATE, ZIP)
1575 Baldy , Pocatello, ID 83201



A Member of the Tokio Marine Group

One Bala Plaza, Suite 100
 Bala Cynwyd, Pennsylvania 19004
 610.617.7900 Fax 610.617.7940
 PHLI.com

PROPOSAL FOR INSURANCE

Proposal Number: 3349200

Proposal Date: 07/06/2025

Named Insured and Mailing Address:

Bannock County dba Bannock County Special Event Center
 624 E. Center Street; Room 105
 Pocatello, ID 83201

Producer: Mutual Insurance

1575 Baldy
 Pocatello, ID 83201

Contact:

Agency Number: 28790

Phone: 208-2379696

Insurer: Philadelphia Indemnity Insurance Company

Underwriter: Jose Ruiz

Policy Period From: 08/06/2025

To: 08/08/2025

Proposal Valid Until: 08/05/2025

at 12:01 A.M. Standard Time at your mailing address shown above

Product: Special Events

Submission Type: New Business

Commission 10%

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO EXTEND INSURANCE AS STATED IN THIS PROPOSAL. THIS PROPOSAL CONSISTS OF THE FOLLOWING COVERAGE PARTS FOR WHICH A PREMIUM IS INDICATED. THIS PREMIUM MAY BE SUBJECT TO ADJUSTMENT.

Commercial General Liability Coverage Part

PREMIUM

\$389.00

The Total Premium includes Federal Terrorism Risk Insurance Act Premium in the amount of:

\$1.00

TOTAL \$390.00

Philadelphia Indemnity Insurance Company

Locations Schedule

Proposal Number: 3349200

Premis. No.	Bldg. No.	Address
0001	0001	10588 Fairground Drive, Pocatello, ID 83201

Philadelphia Indemnity Insurance Company**Form Schedule – Policy**

Proposal Number: 3349200

Forms and Endorsements applying to this Coverage Part and made a part of this policy at time of issue:

Form	Edition	Description
BJP1901	1298	Commercial Lines Policy Jacket
PP2020	0220	Privacy Policy Notice
CPDPIC	0614	Common Policy Declarations
Location Schedule	0100	Location Schedule
PICME1	1009	Crisis Management Enhancement Endorsement
IL0021	0908	Nuclear Energy Liability Exclusion Endorsement
IL0017	1198	Common Policy Conditions
IL0204	0908	Idaho Changes - Cancellation and Nonrenewal

Philadelphia Indemnity Insurance Company

Form Schedule – General Liability

Proposal Number: 3349200

Forms and Endorsements applying to this Coverage Part and made a part of this policy at time of issue:

Form	Edition	Description
Gen Liab Dec	1004	Commercial General Liability Coverage Part Declaration
Gen Liab Schedule	0100	General Liability Schedule
CG0001	0413	Commercial General Liability Coverage Form
CG2100	0798	Exclusion - All Hazards In Connection With Designated Premises
CG2101	1185	Exclusion - Athletic or Sports Participants
CG2106	0514	Exclusion - Access or Disclosure of Confidential or Personal Information and Data-Related Liability With Limited Bodily Injury Exception
CG2109	0615	Exclusion - Unmanned Aircraft
CG2116	0413	Exclusion - Designated Professional Services
CG2132	0509	Communicable Disease Exclusion
CG2135	1001	Exclusion - Coverage C - Medical Payments
CG2144	0417	Limitation of Coverage to Designated Premises, Project or Operation
CG2147	1207	Employment-Related Practices Exclusion
CG2153	0196	Exclusion - Designated Ongoing Operations
CG2167	1204	Fungi or Bacteria Exclusion
CG2170	0115	CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM
CG2404	0509	Waiver of Transfer of Rights of Recovery Against Others to Us
PIACL001	0120	Absolute Cyber Liability and Electronic Exclusion
PIAS003	0404	Exclusion - Stunt Activity
PIAS005	1113	Limitation of Coverage to a Specified Event and Event Date
PIAS006	0404	Exclusion - Pyrotechnicians/Fireworks
PIAS007	0404	Exclusion - Performer(s)
PIAS010	0404	Additional Insured: Owners and/or Lessors of Premises, Lessors of Leased Equipment, Sponsors or Co-Promoters
PIAS013	0404	Exclusion - Miscellaneous Activities and Devices
PIAS014	0404	Earned Premium Endorsement (Fully Earned Premium)
PIGL001	0894	Exclusion - Lead Liability
PIGL002	0894	Exclusion - Asbestos Liability
PISAM006	0117	Abuse or Molestation Exclusion
PISE006	1111	Exclusion - Assault or Battery
PISE007	1111	Additional Insured Primary and Non-Contributory Insurance
PISE009	0818	Special Events Date Change Coverage (Inclement Weather)

Philadelphia Indemnity Insurance Company

COMMERCIAL GENERAL LIABILITY COVERAGE PART DECLARATIONS

Proposal Number: 3349200

Agent # 28790

See Supplemental Schedule

LIMITS OF INSURANCE

\$	4,000,000	General Aggregate Limit (Other Than Products – Completed Operations)
\$	4,000,000	Products/Completed Operations Aggregate Limit (Any One Person Or Organization)
\$	2,000,000	Personal and Advertising Injury Limit
\$	2,000,000	Each Occurrence Limit
\$	300,000	Rented To You Limit
\$	0	Medical Expense Limit (Any One Person)

FORM OF BUSINESS: Other

Business Description: Special Events

Location of All Premises You Own, Rent or Occupy: **SEE SCHEDULE ATTACHED**

AUDIT PERIOD, ANNUAL, UNLESS OTHERWISE STATED: This policy is not subject to premium audit.

Classifications	Code No.	Premium Basis	Rates		Advanced Premiums	
			Prem./Ops.	Prod./Comp. Ops.	Prem./Ops	Prod./Comp. Ops.
SEE SCHEDULE ATTACHED						
TOTAL PREMIUM FOR THIS COVERAGE PART:					\$239.00	\$

RETROACTIVE DATE (CG 00 02 ONLY)

This insurance does not apply to "Bodily Injury", "Property Damage", or "Personal and Advertising Injury" which occurs before the retroactive date, if any, shown below.

Retroactive Date: _____

FORM (S) AND ENDORSEMENT (S) APPLICABLE TO THIS COVERAGE PART: Refer To Forms Schedule

Countersignature Date

Authorized Representative

Philadelphia Indemnity Insurance Company

COMMERCIAL GENERAL LIABILITY COVERAGE PART SUPPLEMENTAL SCHEDULE

Proposal Number: 3349200

Classifications	Code No.	Premium Basis	Rates		Advance Premiums	
			Prem./Ops.	Prod./Comp. Ops.	Prem./Ops.	Prod./Comp. Ops.
PREM NO. 001						
ID ATTENDEES	63218	1100 ATTENDANT	\$ 0.197		\$ 217.00	
ADDITIONAL INSURED					\$ 22.00	
EVENT PREMIUM					\$ 217.00	
RAIN DATE COVERAGE					\$ 50.00	
WAIVER OF SUBROGATION					\$ 50.00	
PRIMARY NON-CONTRIBUTORY					\$ 50.00	
TOTAL PREMIUM					\$ 390.00	



BANNOCK COUNTY COMMISSIONERS
 624 E. Center, Pocatello, ID 83201
 Phone: (208) 236-7210 • Fax: (208) 234-7363

ERNIE MOSER
 Commissioner
 1st District

JEFF HOUGH
 Commissioner
 2nd District

KEN BULLOCK
 Commissioner
 3rd District

AGENDA REQUEST FORM

The Board of Bannock County Commissioners business meetings are generally held on **Tuesday at 9:00 AM** in the Commissioners' Chambers in the Bannock County Courthouse, 624 E. Center, Room 212, Pocatello, Idaho, or as noticed **48 hours** prior to the meeting at <https://www.bannockcounty.us/commissioners/>. Agenda times are subject to change within **15 minutes** of scheduled time. Any person(s) needing special meetings should contact the Commissioner's Office at **208-236-7210**, three to five working days before the meeting.

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

Name/Department:

Matthew K. Phillips / Human Resources & Risk Management

Item to be considered/background:

Asking for approval of proposed ancillary coverage with Philadelphia Insurance for Old Dominion concert on August 8, 2025.

How much time will be needed? Meeting date requested:

5 minutes 7/22/25

Does this item involve a contract, agreement, external funding application or award acceptance?

YES NO

Have all supporting documents been included with this form?

YES NO

List of attendees:

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

<p>Commissioner Office Only:</p> <p>Date: _____ Time: _____</p>



One Bala Plaza, Suite 100
 Bala Cynwyd, Pennsylvania 19004
 610.617.7900 Fax 610.617.7940
 PHLI.com

Proposal Date: 07/06/2025
Proposal Number: 3349246

The producer placing this policy may receive commission and additional underwriting profit share incentives. These incentives are based on the underwriting performance of this producer's book of business. Any questions about the nature of this compensation should be directed to the producer.

In order to complete the underwriting process, we require that you send us the additional information requested in the "conditions" section of this proposal. We are not required to bind coverage prior to our receipt, review and underwriting approval, of said additional information. However, if we do bind coverage, it shall be for a temporary period of not more than 30 days. Such temporary binding of coverage shall be void ab initio ("from the beginning") if we have not received, reviewed and approved in writing such materials within 15 days from the effective date of the temporary binder. This 30 day temporary conditional binder may be extended only in writing signed by the Insurer. Payment of premium shall not operate to extend the binding period or nullify the automatic voiding as described above.

This quotation is strictly conditioned upon no material change in the risk occurring between the date of this proposal and the inception date of the proposed policy (including any claim or notice of circumstances that which may reasonably expected to give rise to a claim under any policy of which the policy being proposed by this letter is a renewal or replacement). In the event of such change in risk, the Insurer may in its sole discretion, whether or not this quotation has been already accepted by the Insured, modify and/or withdraw this quotation.

Subject to the terms and conditions outlined above and prior to the quote expiration date, this quote may be bound by signing and dating below and by initialing, on the previous page, the option to be bound. This form will then act as the binder of coverage for 30 days from the date signed and may be distinguished by the Quotation number on page 1. This binder is only valid for 30 days.

No coverage is afforded or implied unless shown in this proposal.

This proposal does not constitute a binder of insurance.

This proposal is strictly limited to the terms and conditions herein. Any other coverage extensions, deletions or changes requested in the submission are hereby rejected.

 Signature of Authorized Insurance Representative

 Date

Philadelphia Indemnity Insurance Company

Locations Schedule

Proposal Number: 3349246

Premis. No.	Bldg. No.	Address
0001	0001	10588 Fairground Drive, Pocatello, ID 83201

Philadelphia Indemnity Insurance Company

Form Schedule – Policy

Proposal Number: 3349246

Forms and Endorsements applying to this Coverage Part and made a part of this policy at time of issue:

Form	Edition	Description
BJP1901	1298	Commercial Lines Policy Jacket
PP2020	0220	Privacy Policy Notice
CPDPIC	0614	Common Policy Declarations
Location Schedule	0100	Location Schedule
PICME1	1009	Crisis Management Enhancement Endorsement
IL0021	0908	Nuclear Energy Liability Exclusion Endorsement
IL0017	1198	Common Policy Conditions
IL0204	0908	Idaho Changes - Cancellation and Nonrenewal

Philadelphia Indemnity Insurance Company

Form Schedule – General Liability

Proposal Number: 3349246

Forms and Endorsements applying to this Coverage Part and made a part of this policy at time of issue:

Form	Edition	Description
Gen Liab Dec	1004	Commercial General Liability Coverage Part Declaration
Gen Liab Schedule	0100	General Liability Schedule
CG0001	0413	Commercial General Liability Coverage Form
CG2100	0798	Exclusion - All Hazards in Connection With Designated Premises
CG2101	1185	Exclusion - Athletic or Sports Participants
CG2106	0514	Exclusion - Access or Disclosure of Confidential or Personal Information and Data-Related Liability With Limited Bodily Injury Exception
CG2109	0615	Exclusion - Unmanned Aircraft
CG2116	0413	Exclusion - Designated Professional Services
CG2132	0509	Communicable Disease Exclusion
CG2135	1001	Exclusion - Coverage C - Medical Payments
CG2144	0417	Limitation of Coverage to Designated Premises, Project or Operation
CG2147	1207	Employment-Related Practices Exclusion
CG2153	0196	Exclusion - Designated Ongoing Operations
CG2167	1204	Fungi or Bacteria Exclusion
CG2170	0115	CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM
CG2404	0509	Waiver of Transfer of Rights of Recovery Against Others to Us
PIACL001	0120	Absolute Cyber Liability and Electronic Exclusion
PIAS003	0404	Exclusion - Stunt Activity
PIAS005	1113	Limitation of Coverage to a Specified Event and Event Date
PIAS006	0404	Exclusion - Pyrotechnicians/Fireworks
PIAS007	0404	Exclusion - Performer(s)
PIAS010	0404	Additional Insured: Owners and/or Lessors of Premises, Lessors of Leased Equipment, Sponsors or Co-Promoters
PIAS013	0404	Exclusion - Miscellaneous Activities and Devices
PIAS014	0404	Earned Premium Endorsement (Fully Earned Premium)
PIGL001	0894	Exclusion - Lead Liability
PIGL002	0894	Exclusion - Asbestos Liability
PISAM006	0117	Abuse or Molestation Exclusion
PISE006	1111	Exclusion - Assault or Battery
PISE007	1111	Additional Insured Primary and Non-Contributory Insurance
PISE009	0818	Special Events Date Change Coverage (Inclement Weather)

Philadelphia Indemnity Insurance Company

COMMERCIAL GENERAL LIABILITY COVERAGE PART DECLARATIONS

Proposal Number: 3349246

Agent # 28790

See Supplemental Schedule

LIMITS OF INSURANCE

\$	4,000,000	General Aggregate Limit (Other Than Products – Completed Operations)
\$	4,000,000	Products/Completed Operations Aggregate Limit (Any One Person Or Organization)
\$	2,000,000	Personal and Advertising Injury Limit
\$	2,000,000	Each Occurrence Limit
\$	300,000	Rented To You Limit
\$	0	Medical Expense Limit (Any One Person)

FORM OF BUSINESS: Other

Business Description: Special Events

Location of All Premises You Own, Rent or Occupy: **SEE SCHEDULE ATTACHED**

AUDIT PERIOD, ANNUAL, UNLESS OTHERWISE STATED: This policy is not subject to premium audit.

Classifications	Code No.	Premium Basis	Rates		Advanced Premiums	
			Prem./Ops.	Prod./Comp. Ops.	Prem./Ops	Prod./Comp. Ops.
SEE SCHEDULE ATTACHED						
TOTAL PREMIUM FOR THIS COVERAGE PART:					\$571.00	\$

RETROACTIVE DATE (CG 00 02 ONLY)

This insurance does not apply to "Bodily Injury", "Property Damage", or "Personal and Advertising Injury" which occurs before the retroactive date, if any, shown below.

Retroactive Date: _____

FORM (S) AND ENDORSEMENT (S) APPLICABLE TO THIS COVERAGE PART: Refer To Forms Schedule

Countersignature Date _____

Authorized Representative _____

Philadelphia Indemnity Insurance Company

COMMERCIAL GENERAL LIABILITY COVERAGE PART SUPPLEMENTAL SCHEDULE

Proposal Number: 3349246

Classifications	Code No.	Premium Basis	Rates		Advance Premiums	
			Prem./Ops.	Prod./Comp. Ops.	Prem./Ops.	Prod./Comp. Ops.
PREM NO. 001 ID ATTENDEES	63218	2200 ATTENDANT	\$ 0.236		\$ 519.00	
ADDITIONAL INSURED					\$ 52.00	
EVENT PREMIUM					\$ 519.00	
RAIN DATE COVERAGE					\$ 50.00	
WAIVER OF SUBROGATION					\$ 50.00	
PRIMARY NON-CONTRIBUTORY					\$ 50.00	
TOTAL PREMIUM					\$ 723.00	



PHILADELPHIA
INSURANCE COMPANIES

A Member of the Tokio Marine Group

One Bala Plaza, Suite 100
Bala Cynwyd, Pennsylvania 19004
610.617.7900 Fax 610.617.7940
PHLY.com

Taxes, Surcharges, and Fees Notice

*Note: The above proposal may not account for local taxes, Surcharges, and/or fees mandated by the State in which you/your business operate(s). The final policy will include a description of how local taxes, surcharges and fees, if applicable, have been allocated as determined by the risk location. Please contact a PHLI representative if you have any questions.



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:

Jason Dye

Department:

D6 Treatment

Requestor Email:

jdye@idcourts.gov

Item(s) to be considered:

1-Copier purchase and maintenance contract with Dex.

2- Power County Rental contract for D6 Treatment and Idaho Department of Corrections Probation and Parol. D6 is requesting to pay IDOC probation rent in Power County in exchange for office space in Fremont County. D6 previously paid \$4800.00 yearly in Franklin County. Under this agreement D6 will pay \$1620.00 in additional rent in Power County saving \$3180.00 in rent yearly.

Date of meeting being requested:

07/22/2025

Time requested:

10 Minutes

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

Contract

Contract/Agreement Begin Date:

10/01/2024

Contract/Agreement End Date:

09/30/2025

List of additional attendees:



Ordered By _____ P.O/Req# _____

Salesperson Gary B Date _____

Bannock County D-6 Treatment

 1001 N. 7th Ave

 Pocatello, ID 83201

 Phone _____

Ship To

SAME

 Contact _____
 Phone _____

Lease Cash Charge Rental

The Buyer agrees to acquire and Valley Office Systems agrees to sell, in accordance with the terms and conditions of this Agreement, the equipment and/or goods listed below.*

Qty Order	ID #	Description	S/N	Internal Use	Total Price
1		Sharp BP70c45			\$7,495.00
1		Fax unit			
1		1 paper drawer plus cabinet			
1		Shift Tray			
1		Maintenance Contract Quarterly			
		9000 black copies Quarter \$75.00			
		Black overages .006.			
		All color billed at .045 per copy			
Warranty Period _____ or copy limit of _____ whichever comes first.				Subtotal	\$7,495.00
Terms: Net 10 days _____				Tax	
When making payment, please refer to invoice number.				Installation	
*See reverse side for terms and conditions of sale.				Total	\$7,495.00
CUSTOMER SIGNATURE _____ DATE _____ Customer agrees that this is a complete and exclusive statement of the agreement between the parties, which supersedes all proposals oral or written and all other communications between the parties relating to the subject matter of this agreement					
FOR LEASES ONLY					

Customer Price _____
 Deductions (e.g. trade in) _____
 Total Selling Price _____
 Monthly Payment _____

Down Payment (circle one)
 1st only 1st & Last Check # _____
 Purchase Option (circle one)
 FMV 10% \$1.00

Customer Name BC D-6 Treatment

COPY CARE AGREEMENT

Terms for Billing: Monthly Quarterly Semi-Annual Annual

Drum Coverage: Yes No

Beginning Date: _____ Ending Date: _____ Base Charge: \$ 75.00

Effective Meter:	B&W _____	Copy Allowance*:	B&W <u>9,000</u>	Overage CPC quarter	B&W <u>0.0060</u>
	Color _____		Color <u>All</u>		Color <u>0.045</u>

**The term of this agreement is one year from beginning date or copy allowance, whichever comes first. Full terms & conditions of amintenance agreement are available upon request.*

Initials _____

Meter Reading: _____ Contact _____ Phone # _____ Fax # _____

Customer Agrees to purchase and Valley Office Systems agrees to provide maintenance service for the equipment identified on the sales invoice. Customer also agrees to pay the indicated base charge and applicable tax (not shown here) for each billing.

This agreement does not cover support of network operating systems or application software.

Supplies Included: Yes No

Supplies (to include toner and developer) for the copy care agreements are based on the manufacturers projected average copy yield of _____ copies per toner cartridge. Under this copy care agreement, you will be supplied with _____ toner cartridges to cover your copy allowance. If additional cartridges are needed, you will be charged \$ _____ per cartridge.
(Staples and paper are not included)

Warranty period does not apply on copy care agreements that include supplies.

The amount collected for service and supplies may be increased as a result of increased cost at any time after the first year of this agreement, provided that such increase be limited to once per calender year and shall not have the effect of increasing the total payment amount by more than ten percent(10%).

CUSTOMER ACCEPTANCE

By: _____ Date: _____
(Authorized Signature)

Dex Authorized Acceptance

By: _____ Date: _____
(Sales Manager)

TERMS AND CONDITIONS OF SALE

All accounts not paid when due will be assessed a FINANCE CHARGE of 1.5% per month, which is an ANNUAL PERCENTAGE RATE of 18%. Customer expressly agrees to pay all collection costs incurred by Valley Office Systems, Inc., including court cost and attorney's fees, in the event Customer defaults in payment of its account. Customer agrees to venue in Bonneville County, Idaho. This Order serves as a Security Agreement and Customer expressly grants security interest to Valley Office Systems, Inc. to file a financng statement to perfect its security.

No terms or conditions, express or implied, are authorized unless they appear on the original of this Order signed by the Customer and approved by Valley Office Systems, Inc. at its corporate office, located in Idaho Falls, Idaho.

FIRST ADDENDUM TO LEASE AGREEMENT

THIS FIRST ADDENDUM TO LEASE AGREEMENT (First Addendum") is made on this day of June 2025, by and between Power County ("Landlord") and Bannock County ("Tenant") for the purpose of amending that certain Lease Agreement ("Original Agreement"), which the parties hereto entered into effective as of October 1, 2019. A copy of the Original Agreement is attached herewith as Exhibit A.

RECITALS

- A. For over five (5) years now, Tenant has leased and occupied a portion of Landlord's building located at 500 Pocatello Ave., American Falls, ID 83211, on those terms as provided in the Original Agreement. The purpose for which Tenant leased the Original Premises was to provide a location where the District VI Treatment Court team could provide necessary treatment services in Power County.
- B. In September of 2023, due to heavy rainfall, the Original Premises flooded, rendering the Original Premises unsafe and uninhabitable. As a result, the parties agreed that Tenant would relocate to another of the Landlord's buildings, located at 569 Bannock Ave, American Falls, ID. In March of 2025, however, the Prosecuting Attorney's Office also relocated to the front half of that same building. Following discussion with the Prosecutor's office and Tenant, the Treatment Court team was again relocated to a space within the Courthouse at 543 Bannock Ave, American Falls, ID 83201 ("New Premises"). Current circumstances require group meetings to be held offsite, however the New Premises is adequate to meet Tenant's individual meeting needs.
- C. For several years now, the Idaho Department of Corrections Probation and Parole (IDOC PP), has also been using an office in the Power County Adult Probation department at 569 Bannock Ave, American Falls, ID, in exchange for the IDOC PP providing or supplying Power County with drug testing kits. This was done informally under a verbal agreement. In March, the Adult Probation Office was also relocated to the Courthouse at 543 Bannock Ave., American Falls, ID. The relocation of the Adult Probation Office also secured space for the IDOC PP at the New Premises.
- D. Because it is difficult to track the consideration made by payment in kind of drug testing kits, in September of 2023, Power County and the IDOC PP agreed to a monthly market rent value that IDOC PP will pay to Power County moving forward. The verbal amount the parties agreed upon is \$135.00 per month. Because the ongoing services that IDOC PP is able to provide in Power County are critical, and said services are an integral part of the District VI Treatment Court team, Tenant has verbally agreed to pay additional monthly rent in the amount of \$135.00 for IDOC PP to use the New Premises.

NOW THEREFORE, in consideration of the recitals stated herein above and those covenants and promises made herein, the parties hereby amend the Original Agreement as follows:

1. **Rent.** The parties agree that Tenant shall pay Landlord \$135.00 each month as rent for Tenant to use the New Premises. The parties further agree that Tenant shall also pay an additional \$135.00 per month to Landlord for use of premises by IDOC PP until such a time that IDOC PP is able to enter into a separate agreement with Landlord to lease a portion of the New Premises (or some other space) or until such time that the IDOC PP vacates the New Premises.

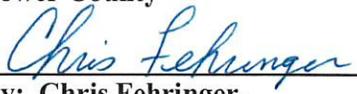
- 2. **Premises.** The parties agree that Tenant shall be able to use a portion of the New Premises or some other suitable location as agreed upon between the parties, for so long as this First Addendum is in effect. Likewise IDOC PP shall be able to use the New Premises for so long as Tenant pays monthly rent on behalf of IDOC PP.
- 3. **Remainder of Original Agreement Unchanged.** Except as otherwise provided in this First Amendment, the terms of the Original Agreement shall remain in full force and effect as originally written.

IN WITNESS WHEREOF, the parties have executed this Amendment on the dates recited below with the understanding that this First Addendum shall be effective as of the most recent date executed below.

Date: June 23, 2025

LANDLORD

Power County



**By: Chris Fehringer,
Power County Commission, Chair**

Date: June __, 2025

TENANT

Bannock County

**By: Jeff Hough,
Bannock County Commission, Chair**

**LEASE AGREEMENT
(PERIODIC USE)**

- 1. **Premises & Facility.** Power County ("Premises") located at 500 Pocatello Ave, American Falls, ID 83211
- 2. **Rent.** \$ 135.00 per month.
- 3. **Period of Use.** Every Tuesday and Thursday, during regularly scheduled group and individual therapy sessions. Total of 15 hours per week.
- 4. **Payment.** Payment shall be due no later than the 15th day of the calendar month. Any payment not received when due shall accrue interest at the rate of 12% per annum from the date due until paid.
- 5. **Term.** One year beginning October 1, 2019, subject to automatic renewal.
- 6. **Landlord and Address.** Power County
500 Pocatello Ave
American Falls, Idaho 83211
- 7. **Tenant and Address.** Bannock County
624 E. Center
Pocatello, Idaho 83201
- 8. **Services Provided to Tenant.** Heating, cooling, electrical, basic furniture and medical equipment, receptionist, and janitorial.
- 9. **Services Not Provided.** Landlord does not provide medical supplies, clinical support staff, or medical record services.
- 10. **Additional Terms.** Tenant shall comply with all policies and procedures adopted by Landlord from time to time pertaining to the use and occupancy of the Premises. The terms and conditions set forth in Sections 11 through 25 attached hereto are made a part hereof.

Landlord: Power County

Tenant: Bannock County

%. ~4h

 Chair, Power County Commission
 Dated: 11-17

5£s e c _____
 ck County Commission
 Dated: Nov. 12, 2019

This Lease Agreement ("Lease") is made by and between Power County ("Landlord"); and the entity described as Tenant on page 1 ("Tenant").

- 11. RENT.** Tenant shall pay the rental amount described on page 1. All rent due shall be payable without deduction or offset. As used in this Lease, the term "rent" shall be construed to include all amounts due and payable to Landlord. Tenant shall be liable for rent regardless of whether Tenant actually uses the Premises during the Period of Use.
- 12. USE.** Tenant shall use and occupy the Premises only for the meeting with and providing substance abuse treatment of clients for Level 1 Outpatient Treatment or Level 2.1 Intensive Outpatient Treatment. Tenant shall comply with all laws, rules, regulations, and procedures applicable to or affecting the Premises. Tenant shall not place, deposit, store, release or maintain on the Premises, or allow the placement, deposit, storage, release or maintenance on the Premises of any hazardous substance, toxic material or pollutant, as defined by applicable federal, state or local laws or regulations.
- 13. ACCESS AND EXCLUSIVE USE.** Tenant shall have access and exclusive use of the Premises at all times during the Period of Use described on page 1. Tenant shall have access and reasonable, non-exclusive use of associated parking and common areas.
- 14. SIGNAGE.** Tenant shall not place or install any sign in or upon the Premises without Landlord's consent.
- 15. MAINTENANCE AND REPAIRS.** Landlord shall maintain and repair the Premises as Landlord shall reasonably determine appropriate. Tenant shall reimburse Landlord for any costs incurred for damage to any part of the Premises resulting from the acts or omissions of Tenant or Tenant's patients or invitees.
- 16. SURRENDER OF PREMISES.** At the end of each Period of Use, Tenant shall leave the Premises in reasonably good condition and ready for use by other tenants after basic cleaning by Landlord's basic janitorial services. Tenant shall also remove all of Tenant's property from the Premises. At the end of the Term, Tenant shall surrender the Premises in a reasonably good and clean condition, ordinary wear and tear excepted, and shall promptly remove or cause to be removed all of Tenant's personal belongings. Tenant hereby releases Landlord from and waives as to Landlord any obligation to maintain, store, sell, dispose or preserve such property. If Tenant remains in possession of all or any part of the Premises after the end of a Period of Use or the Term, without the express consent of Landlord, Tenant may be charged Rent for Tenant's additional use pro-rated according to each day that Tenant continues to occupy or use the Premises. The inclusion of this Section shall not be construed as Landlord's permission for Tenant to hold over.
- 17. INDEMNITY.** Tenant shall indemnify, defend and hold harmless Landlord from and against any and all costs, attorney's fees, expenses, claims, causes of action, proceedings and liabilities arising from or relating to Tenant's use or occupancy of the Premises and from any breach of this Lease by Tenant, and shall further indemnify, defend and hold Landlord harmless from and against any and all claims arising from any act or negligence of Tenant, or any of its agents, guests, or invitees, and from and against all cost, attorney's fees, expenses and liabilities incurred in or from any such claims or any action or proceeding brought thereon.
- 18. DAMAGES TO THE PREMISES OR FACILITY.** If at any time during the term hereof, the Premises are damaged due to any act or omission of Tenant, or any of its agents, guests, or invitees, then Landlord shall have the right to terminate this Lease or suspend this Lease during the time Landlord repairs or restores the Premises.
- 19. ASSIGNMENT AND SUBLETTING.** Tenant shall not either voluntarily or by operation of law assign, sublet or transfer all or any part of the Premises or Tenant's right hereunder, without Landlord's prior written consent in each instance.

20. COST OF SUIT. If Landlord brings any action for any relief against Tenant arising out of this Lease, Tenant shall pay Landlord a reasonable sum for attorney's fees. Should Landlord, without fault on Landlord's part, be made a party to any litigation instituted by Tenant or by any third party against Tenant, or otherwise arising out of or resulting from any act or omission of Tenant, Tenant covenants to save and hold Landlord harmless from any judgment rendered against Landlord, and all costs and expenses, including reasonable attorney's fees, incurred by Landlord in or in connection with such litigation.

21. INSURANCE. Tenant shall at all times during the term hereof and at its own cost and expense procure and continue in force commercial general liability on an occurrence basis adequate to protect Landlord and naming Landlord as an additional insured in the insurance contract or an endorsement thereto against liability for injury or death of any person or damage to any property in connection with the use, operation or condition of the Premises. Such liability insurance at all times shall be in an amount of not less than \$1,000,000 per occurrence, \$3,000,000, general aggregate and \$50,000 damage to the Premises rented to you. Such policies shall be written as primary policies, not contributing with and not in excess of coverage which Landlord may carry. The limits of such insurance shall not limit the liability of Tenant. Tenant shall deliver a copy of such policy or an endorsement thereto to Landlord prior to occupying the Premises. Landlord and Tenant each hereby waives any and all rights of recovery against the other, and the officers, employees, agents and representatives of such other party for loss or of damage to such waiving party or its property or the property of others insured under the insurance coverage and policies required by this Lease, to the extent allowed by the applicable policies of insurance. Tenant shall cause its insurance policies to be endorsed with a waiver of subrogation clause in favor of Landlord.

22. AUTOMATIC RENEWAL. This Lease shall automatically renew for successive one (1) year periods unless either party gives contrary notice at least thirty (30) days notice prior to the effective date of termination.

23. TERMINATION. Either party may terminate this Lease without cause by giving notice at least thirty (30) days notice prior to the effective date of termination. If the lease is terminated during the original one-year lease term, the parties shall not enter a new lease until after the expiration of the original one-year term.

24. AMENDMENT. The parties may amend the Lease to increase the Period of Use, provided that the rent charged for such increased use represents fair market value as determined at the time of the amendment. Any amendment shall be in writing and signed by the parties.

25. REGULATORY COMPLIANCE. The parties intend that this Lease comply, and the Lease shall be interpreted to comply, with all relevant laws and regulations. The parties represent and warrant that the leased space does not exceed that which is reasonable and necessary for the legitimate business purpose for the Lease, and that the rent payable under this Lease represents fair market value for the leased space, and is not determined based on the volume or value of referrals between the parties. Nothing in this Agreement shall be interpreted to require either party to make referrals to the other party. If either party determines that this Lease violates any provision of law or regulation or may subject either party to fines, penalties, or adverse action under such law or regulation, the parties shall make a good faith effort to amend the Lease to comply with applicable law and regulations and, failing to do so, may terminate the Lease.

LEASE AGREEMENT -3

In the Matter of AWARDING)
FIREARM TO RETIRED)
SHERIFF DEPUTY)

R.S. 2025-49
July 22, 2025

RESOLUTION

WHEREAS, Idaho Code §31-830 provides that a Sheriff's deputy may be awarded their handgun, badge, and identification card upon retirement; and

WHEREAS, after 38 years of dedicated service to Bannock County, Deputy Bob Musetti will be retiring.

NOW, THEREFORE, BE IT RESOLVED that the retiring deputy be awarded, upon recommendation of the Sheriff, his handgun (Serial #**80), badge, and identification card imprinted with "Retired."

BANNOCK COUNTY COMMISSIONERS

Jeff Hough, Chair

Ernie Moser, Member

Ken Bullock, Member

Attest: _____
Jason C. Dixon, Clerk

BOARD OF BANNOCK COUNTY COMMISSIONERS' PROCEEDINGS – June 2025

The following is a synopsis of proceedings, pursuant to Idaho Code §31-819, of the Board of Bannock County Commissioners for June 2025, to wit, of which a complete set of minutes is on file at the Bannock County Clerk's Office, Pocatello, Idaho, or can be found online at www.bannockcounty.gov.

June 10: Approved case numbers 20250036 and 20250037 for cremation assistance. Approved entry/exit executive session – personnel, exempt records, and property. Approved reallocation to purchase vehicles. Approved exceptional placement. Approved moving forward with bond and purchase of Kinport tower site. Approved grant award from Idaho Office of Drug Policy. Approved consolidated liquor liability insurance application, ancillary coverages, and authorization for HR Director or Business Manager to sign insurance documents to be ratified by BOCC. Approved Ickes Heights Subdivision plat. Approved change order with Pro Builders and ADA door invoice. Approved Chair to sign closing documents for Lander building. Approved trespass notices for Taysom and Goodwin. Approved disposal of Ag Extension assets. Approved Resolution Nos. 2025-35 Approving May 2025 Salaries; 2025-36 Approving May 2025 Alcohol Licenses; 2025-37 Designating County Roads for State Reimbursement; 2025-38 Vacating Portions of Aubrey Drive and Burton Drive in the Sunnygate Park Subdivision; 2025-39 Vacation Easement in the Chilton Subdivision; and 2025-40 Authorization to Sell Lander Building/Property. Approved public hearing notices for publication. Approved tax cancellations. Approved Lava Ranches land use agreements. Approved Food Service Agreement for Juvenile Detention; Forest Service Modification of Grant with Sheriff; Agreement to Provide Law Enforcement with KOA; Memo re: landfill fee waiver for mall demo; Memo re: contract discontinuation with Dex; and Make a Wish event contract. Approved alcohol licenses, certificate of residency, salary forms, invoices, and minutes through consent agenda.

June 12: Approved Wood Court grant award. Approved Millennium grant. Approved comp time limit increase and use of RV for event staff. Approved memo to dispose of court copier. Approved Resolution No. 2025-41 Authorization to Dispose Surplus Assets/Property. Approved invoices, Commission reports, credit applications, salary forms, payroll report, alcohol licenses, certificates of residency, mileage reimbursements, and memo for accounts payable.

June 16: FY26 budget prep meetings: IT, E911, Historical Society, Assessor/Appraisal, Road and Bridge, Noxious Weed, Snowmobile, Mosquito, Landfill, Gas to Energy, Planning and Development, Coroner, Adult Probation, HR, Risk Management, and Juvenile Detention.

June 17: Approved Audit Agreement with Spyglass. Approved Interagency Request Work Order with City of Chubbuck for chip sealing. Approved one-way mileage. Approved salary forms. FY26 budget prep meetings were held for Sheriff, Jail, Security, District Court, D6, and Clerk of the Court, Ambulance, GIS, Elections, Recorder, Auditor, Indigent, Treasurer, and Veterans Memorial Building.

June 18: Approved amended agenda. FY26 budget prep meetings were had to review budgets for Juvenile Probation, Procurement, Event Center, Facilities, 4H, Ag Extension, Veterans Services, Commission, County Operations, Junior College, Waterways, Contingency, Health District, Opioid, Indigent Defense, Fair District, Prosecutor, and Fair Board Maintenance and Exhibit. Approved entry/exit executive session – personnel.

June 19: Approved entry/exit BOE and made decisions in assessment appeals. Approved burn ban for July 1 to October 1. YDC data installation to be completed by IT staff using contingency funds. Approved ancillary insurance agreements for concerts with Philadelphia Insurance Companies. Approved invoices, Commission reports, and alcohol licenses.

June 24: Denied case number 20250038; approved case number 20250039 for cremation assistance; and approved release of lien for case number 20020027. Approved entry/exit Ambulance District, fee waiver for Marsh Valley Pioneer Day rodeo, and contract with Public Consulting Group. Approved change orders for YDC/Event Center building for Headwaters Construction: #3 storefront windows \$666.61; #5 new gas line \$3,027.99; #6 door lock \$954.54; #7 engineering soil test \$4,745.69; #8 access control hardware \$9,982.13; and #9 sewer project (reduction) \$13,850. Authorized Comptroller to process payments for concerts and insurance during NACO. Approved agreement for investigation of personnel matter. Approved Resolutions 2025-42 Bannock County Burn Ban on Open Fires; 2025-43 Authorization to Dispose Surplus Assets/Property; 2024-44 Approving Tax Cancellation Requests; and 2025-45 Adopting Findings and the Need for an Urban Renewal Project for the South 5th Corridor Area. Approved Open-end Lease Schedule with BanCorp. Approved publication of May 2025 Commissioner Proceedings. Approved salary forms and minutes.

June 25: Approved entry/exit BOE and made decisions in assessment appeals.

June 26: Approved claims and Independence Day vendor agreements.

June 30: Approved entry/exit BOE and made decisions in assessment appeals.

BOARD OF BANNOCK COUNTY COMMISSIONERS

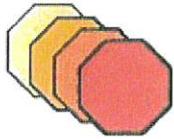
Jeff Hough, Chair

Ernie Moser, Member

Ken Bullock, Member

Attest: _____
Jason C. Dixon, Clerk

Published: July 26, 2025

XCELL ENGINEERING, LC

260 Laurel Way
Chubbuck, ID 83202
Phone (208) 237-5900
Fax (208) 237-5925
E-mail: paul@xcelleng.com

July 9, 2025
File: Proposal

Hal Jensen
Bannock County
5500 S 5th Ave
Pocatello, ID 83204
halj@bannockcounty.gov

RE: **PROPOSAL**
Geotechnical Evaluation
5500 S 5th Ave

Hal:

We appreciate the opportunity to present this proposal to perform a geotechnical evaluation for the subject project. The following paragraphs outline our understanding of the desired scope of work, schedule, and fee to complete the work.

PROPOSED CONSTRUCTION

Based on our conversation and the information provided, the site consists of 10 acres on South 5th Avenue, in Pocatello, Idaho. Planned construction consists of a new Bannock County pole barn. We anticipate construction will consist of a one to two story wood frame building with access paving, roads and possibly retaining walls.

GEOTECHNICAL SCOPE OF WORK

We anticipate soil conditions in the area will consist of loose to medium dense silt underlain by dense sand and gravel. Specifically, our scope of work includes the following tasks:

Field Exploration

- ◆ Contact utility mark out prior to excavation.
- ◆ Advancement of 2 test pits to depths of up to 12 feet on the site. Soil conditions will be defined and samples will be obtained from the test pits. The samples will be returned to our lab for identification, verification and laboratory testing.
- ◆ Depth to groundwater/ or bedrock will be recorded and samples of soils will be recovered for return and testing in our lab.
- ◆ Provide geotechnical engineering observation of the test pits. Subsurface conditions in the field will be evaluated as information is obtained, so that modifications to the field exploration program can be made, as needed, in a timely manner.

5500 S 5th Ave
Proposal
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- ◆ Test pits will be loosely backfilled level with the ground surface after they are logged and samples have been recovered. Loose backfill in the test pit locations may settle over time.
- ◆ Prepare test pit logs identifying soil types and depths at which they were encountered.

Laboratory Testing

All of the soil samples will be identified in accordance with the Unified Soil Classification System (USCS). Specific samples will be tested to further define their physical properties. The anticipated testing program could include:

- 1 grain size distribution tests
- 1 Atterberg Limits tests

Soil samples will be retained in the laboratory for 60 days after completion of the field evaluation. At the end of the 60-day period, the samples will be discarded unless you request otherwise.

Evaluation and Report

Information obtained from the field evaluation and laboratory testing will be used to analyze settlement, bearing capacity, lateral earth pressures, required pavement section(s), on-site storm water disposal and the site seismic classification. Recommendations regarding site preparation and re-use of on-site materials will also be provided. This proposed scope of services does not include rock coring or the specialized equipment necessary to perform rock coring. In the event that rock or practical refusal is encountered the test pits/ borings will be logged and terminated at that depth.

SCHEDULE

The schedule depends on availability of equipment. The fieldwork can usually be performed within one week of receiving written authorization to proceed. The final report will be completed within two weeks after completing the field evaluation. However, information will be provided as it becomes available.

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Proposal
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ADDITIONAL SERVICES

Construction Observation and Testing

Xcell Engineering, should be retained to provide observation, testing, and consultation during construction to verify design assumptions and provide quality control for the project. If Xcell is not retained to provide construction observation and testing, it cannot be responsible for soil engineering-related construction errors or omissions. These services would be provided on a time and expense basis.

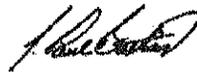
FEE

The fee for the proposed geotechnical engineering evaluation with test pits only is \$2300 and is based on our understanding of the proposed project and the anticipated conditions. Our fee includes the cost of the excavator, equipment, consumables and engineer for the subsurface evaluation as well as all lab testing, lab consumables, drawing, engineering analyses and completion of the final report. All additional work, including meetings would be billed on a time and expense basis. If the project is abandoned, billing for all services rendered up to the time of notification of project abandonment will be tendered. Xcell will not exceed the quoted fee without your authorization.

AUTHORIZATION

We appreciate the opportunity to present this proposal for a geotechnical engineering evaluation and look forward to working with you on this project. All work performed will be in accordance with the General Conditions for Geotechnical Consulting Services attached to this proposal. A signed copy will serve as our authorization to proceed. If you have any questions, please call.

Sincerely,
Xcell Engineering, LLC



J. Paul Bastian, P.E.

5500 S 5th Ave
Proposal
Page 4

GENERAL CONDITIONS FOR ENGINEERING SERVICES

Proposal Date:
Client Name:
Project Name:
Project Location:

SCOPE OF SERVICES. Xcell Engineering, LC (hereinafter "XCELL") shall perform the scope of services detailed in the proposal attached to these General Conditions. This Agreement may only be amended in writing and with the consent of both parties. XCELL can provide different levels of comprehensiveness in our services, for a corresponding increase or decrease in our fees. By signing the Agreement, Client acknowledges that it has reviewed XCELL's scope of services and agrees that it is reasonable and acceptable for the Project.

STANDARD OF CARE. XCELL will perform services using the customary care and skill employed by competent professionals performing similar services under similar circumstances in the project area, subject to any limitations or exclusions contained in our proposal or the scope of our services under this Agreement. XCELL is not responsible for the work or services performed by others, nor are we responsible for the safety of any persons or property, other than the safety of our own employees. XCELL does not warrant or guarantee our services.

CLIENT RESPONSIBILITIES. Client will identify a representative who will be responsible for communications with XCELL and will be authorized to act fully on client's behalf. Before XCELL commences our services Client agrees to provide: (1) a description of this Project; (2) the location and a description of the property; (3) access to the property; and (4) the specific location of any underground utilities, structures, and known or suspected hazardous materials. If Client does not own the property, client agrees to provide timely written authorization from the appropriate party for XCELL to access the property and complete XCELL's scope of services. XCELL is not responsible for damage to underground utilities or structures, which were not identified or otherwise made known to XCELL prior to us beginning the services.

INVOICES AND PAYMENT. XCELL will invoice for services in accordance with the terms of our proposal or on a regular basis. All invoices are due on receipt and will be assessed a late payment charge of 1.5% per month if not paid within 30 days of the invoice date. If XCELL is not paid when due, we may suspend or terminate all services and Client will return to XCELL all copies of any reports, plans, specifications or other documents prepared by XCELL under this Agreement and will not rely on these documents or use them in any fashion, including any actions or third party actions against XCELL.

CHANGED CONDITIONS. If, after execution of this agreement, XCELL discovers conditions or circumstances not anticipated by us, we will promptly notify Client of the changed condition. Client agrees to negotiate an appropriate modification to this Agreement, including an appropriate modification to XCELL's fees. If XCELL and Client cannot agree on a revised scope of services or fee, either party may terminate this Agreement as set forth in Termination and Suspension.

HAZARDOUS MATERIALS. XCELL services are limited to geotechnical engineering and do not include any investigation, detection, evaluation, or assessment of Hazardous Materials. Accordingly, our reports will not include any interpretations, recommendations, findings, conclusions or opinions regarding Hazardous Materials. Client agrees to defend, indemnify and hold XCELL harmless from any claims, liability, loss or damage that arise from, or are alleged to arise from, Hazardous Materials. "Hazardous Materials" includes but is not limited to, any toxic, noxious, poisonous, radioactive or irritating material, chemical or gas, and includes biological materials such as bacteria, viruses, fungi, spores and mold, and the emissions from biological materials.

CERTIFICATIONS. XCELL will not execute any certification unless the exact form of such certification has been approved by XCELL in writing prior to execution of this Agreement. Any certification by XCELL is only an expression of our professional opinion based on the service XCELL has performed for Client and is not a guarantee or warranty of any fact, condition or result.

SAMPLES. If XCELL provides in-house laboratory testing, we will preserve unused or remnant samples for 30 days after we issue the results of our testing, and unless otherwise agreed, will dispose of any non-contaminated materials thereafter. Samples contaminated with Hazardous Materials shall be removed and lawfully disposed of by Client.

RELATIONSHIP OF THE PARTIES. XCELL will perform our services as an independent consultant with our employees under our sole direction and control. XCELL will have the full power, discretion, and authority to select the means, manner, and method of completing our services for individual Projects without detail, control, or direction.

5500 S 5th Ave
Proposal
Page 5

XCELL may subcontract for the services of others without obtaining Client's consent where XCELL deems it necessary or desirable to complete our scope of services.

SITE DISTURBANCE. In the normal course of our exploratory services, XCELL may cause some surface and subsurface disturbance. Restoration of the property is not included in XCELL's scope of services unless specifically included in the proposal.

INDEMNITY. XCELL agrees to indemnify and hold Client harmless from and against claims, suits, liability, damages, and expenses, (including reasonable attorneys' fees) to the extent solely caused by XCELL's negligent performance of services under this Agreement. Client agrees to defend and indemnify XCELL against any and all claims, demands, suits, etc except as specifically provided herein.

TERRORIST ACTIVITY. Client understands and agrees that XCELL is not responsible for damages to persons, property or economic interests arising from Terrorist Activity. Client will indemnify and hold XCELL harmless against all third-party claims for such damages that arise from, or are alleged to arise from, Terrorist Activity. The term "Terrorist Activity" means any deliberate, unlawful act that any authorized governmental official declares to be or to involve terrorism, terrorist activity, or acts of terrorism; or that involves the use or threat of force, violence, or harm to: (a) promote or advance a political, ideological, or religious cause or objective; (b) influence, disrupt, or interfere with a government; (c) intimidate, coerce, or frighten the general public; or (d) disrupt or interfere with any segment of a national economy.

LIMITATION OF LIABILITY. Client agrees to limit XCELL's total aggregate liability to Client and all third parties arising from any alleged negligent acts, errors or omissions, such that the total aggregate liability of XCELL, including but not limited to attorney's fees and costs, shall not exceed XCELL's total fee for the services rendered on this Project. If Client wishes to increase this limitation amount, we can negotiate a higher limit in exchange for an appropriate increase in fee to reflect the change in risk allocation. Client further agrees to make this limitation of liability a part of any contract with all consultants or contractors hired by you, and to require any such consultant or contractor and its subconsultants and/or subcontractors to include an identical limitation of XCELL's liability for any damages suffered by such consultant, contractor, subconsultant, or subcontractor. Client and XCELL agree that neither will be liable to the other for any consequential or incidental damages.

SURVIVABILITY. The indemnity obligations and the limitations of liability established under this Agreement shall survive the expiration or termination of this Agreement. If XCELL provides additional services under this Agreement or any amendment to it, this Agreement's indemnity obligations and limitation of liability will apply to all such services

NO JOINT AND SEVERAL LIABILITY. XCELL shall not be jointly or severally liable for any damage of any kind or nature, including loss or damage of any kind to land or any structures or other improvements planned, designed, constructed or remodeled on the property which is the subject of this Agreement, or for any personal injury, including death, arising out of or resulting from any structural plan, design or construction, or the remodeling of any structure placed on the property which is the subject of this Agreement, unless said loss or damage or injury is the direct and proximate result of the sole negligence of XCELL.

TERMINATION AND SUSPENSION. Client or XCELL may terminate or suspend this Agreement upon seven (7) days written notice delivered personally or by certified mail to the other party. In the event of termination, other than caused by a material breach of this Agreement by XCELL, Client shall pay for all of XCELL's services performed through the date of termination, and for any necessary services and expenses incurred in connection with the termination of this Project. XCELL shall not be liable to Client for any failure or delay in performance due to circumstances beyond XCELL's control.

DISPUTES. All disputes between XCELL and Client shall be subject to mediation prior to initiation of any litigation. A mediator appointed by the American Arbitration Association, in accordance with the Construction Mediation Rules of the American Arbitration Association, or by such other person or organization as XCELL and Client may agree upon shall conduct the mediation. XCELL and client will share equally the costs of mediation. If any action or proceeding is thereafter commenced to interpret, enforce, reform or nullify any of the terms of this Agreement, or to seek damages for the breach of any of its provisions, the prevailing party shall be awarded reasonable attorney's fees, costs and expenses.

CONTROLLING LAW. The laws of the State of Idaho govern the interpretation and enforcement of this Agreement.

5500 S 5th Ave
Proposal
Page 6

INTEGRATION SEVERABILITY. The attached proposal and these General Conditions reflect the entire Agreement between XCELL and Client. If any portion of the Agreement is found to be void, such portion shall be stricken and the Agreement shall be reformed to as closely approximate the stricken portions as the law allows.

OWNERSHIP OF DOCUMENTS. Provided XCELL is paid in full, we grant Client a non-exclusive license to use the Drawings, Specifications, Reports or other documents prepared by XCELL for this Project. XCELL owns the Drawings, Specifications, Reports and other documents, or copies of any of these documents. Client will defend, indemnify and hold XCELL harmless from and against any action or proceeding brought by third parties that obtain the document from the Client, either directly or indirectly, and in any manner, use or rely on the documents without XCELL's prior written consent.

ACCEPTANCE OF GENERAL CONDITIONS AND AUTHORIZATION TO PROCEED: If Client gives verbal authorization to proceed and does not object to the General Conditions outlined above within 7 days, Client agrees to be bound by these terms.

Signature _____ Title: _____ Date: _____

**BOARD OF BANNOCK COUNTY COMMISSIONERS
MINUTE CERTIFICATION**

We, the Board of Bannock County Commissioners, hereby certify approval of the minutes of the Bannock County Commissioners' meetings inclusive of the date(s) of July 3 and 8, 2025, as approved during the meeting of July 22, 2025.

We, the Board of Bannock County Commissioners, hereby certify approval of the minutes of the Bannock County Board of Equalization hearings inclusive of the date(s) of July 1, 3, 7, and 9, 2025, as approved during the meeting of July 22, 2025.

BOARD OF BANNOCK COUNTY COMMISSIONERS

Jeff Hough, Chair

Ernie Moser, Member

Ken Bullock, Member

ATTEST:

Jason C. Dixon, Clerk



MINUTES OF THE BOARD OF BANNOCK COUNTY COMMISSIONERS

Meeting Details

Date of Meeting:	Thursday, July 3, 2025
Commissioners present:	Ernie Moser, Jeff Hough, and Ken Bullock
Clerk of the Board:	Jason C. Dixon
Absent Board Members:	
Staff present:	Deputy Clerk Nancy Allen, Comptroller Kristi Klauser, and HR Director Matt Phillips

Agenda Details

AGENDA	
Business and Claims Meeting (action items):	
Agenda:	
1	<ul style="list-style-type: none"> Steven Liechty, Rocky Mountain Power, annual business update
2	<ul style="list-style-type: none"> Scott Crowther, Business Manager and Events Director, seeking approval of and signature on (1) Rental Agreement with Mike Johnson Vegas Tuffest Qualifier Event, and (2) contract with Nason House of Hope Family Fun Night (requested 10 minutes) (action items)
3	<ul style="list-style-type: none"> Matthew K. Phillips, Human Resources and Risk Management, requesting approval of and signature on the Administrative Services Agreement between GemPlan and Blue Cross of Idaho Health Service, Inc. (requested 5 minutes) (action item)
4	<ul style="list-style-type: none"> Shanda Crystal, Procurement, regarding (1) potential signature on an Independent Contractor Agreement with Booth Architecture, and (2) providing a procurement update (requested 5 minutes) (action item)
5	<ul style="list-style-type: none"> Kristi Klauser, Comptroller, Fiscal Year 2026 Budget Recap (AMENDED to include) possible Executive Session under Idaho Code §74-206(1)(a)&(b) regarding personnel with potential action following Executive Session (action item)
6	Claims Agenda: <ul style="list-style-type: none"> 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 Independence Day Vendor Agreements Memorandum Authorization for Accounts Payable Cardholder User Agreement and Authorization
7	Board of Equalization and Administrative BOE Reviews throughout the day as needed (action items)
8	Board of Equalization and Administrative BOE Reviews throughout the day as needed (action items)

Meeting Notes

- 1 9:02 AM Hough called the meeting to order and reviewed two items that required amending the agenda. Moser moved to amend the agenda. The motion passed. 9:19 AM Hough explained the amendment was made under Idaho Code §74-204(4)(c).

9:03 AM Liechty reviewed the service territory; grants; wildfire: risk and modelling, forecasting, mitigation, and intelligence center; operational practices: public safety power shutoff, lower liability, and emergency de-energization; system resiliency: equipment inspections and vegetation management; and company engagement with community partners: outreach, collaboration, and situational awareness.
9:13 AM Questions were addressed for power infrastructure, grants, and cooperation with Idaho Power.
- 2 9:19 AM Lynette Smith also appeared. Crowther explained a date change between the Idaho Junior Rodeo and the Mike Johnson Tuffest Qualifier. Moser moved to approve the contract for the Mike Johnson Vegas Tuffest Qualifier. The motion passed.
9:21 AM Guy Nason, Founder of Nason House of Hope, explained the organization's goal is to help high-risk youth. The organization is in startup at this point. Nason explained the fundraising event for August 16. A fee waiver is requested for the mystic gardens area. The funds raised will be used for the future plans of a 50-bed facility, with nursing, psychological, trade school, shop, rec center, in and outpatient treatment, transitional housing, and crisis center for youth. Discussion ensued on the impact to staff, garbage, and the full day of events. Hough moved to adjust the event a week to Aug 23 and require a \$100 refundable deposit to approve the request. The motion passed with Hough and Bullock voting for. Moser opposed.
9:36 AM Crowther explained the tractor's alternator went out and requested to search for a new tractor to purchase. Rentals are difficult to find, especially over holiday weekends. Funding was reviewed. Crowther will look for a tractor.
- 3 9:45 AM Phillips reviewed the Gem Plan and Blue Cross agreement. Bullock moved to approve the contract. The motion passed.
- 4 9:47 AM Crystal reviewed a contract with Booth Architecture for designing the Road and Bridge roof. Bullock moved to approve the agreement with Booth Architecture. The motion passed.
9:50 AM Crystal gave updates on Idaho Code changes and procurement projects.
- 5 9:54 AM Klauser provided a summary of new positions, grade/promotion requests, donations, historical, veterans memorial, fair inventory, admin fees, and security improvements/metal detector. The Clerk's recommendation will start July 24.
- 6 10:03 AM Moser questioned claims from emergency management for lunches, shirts, and booth rental. Discussion included budgeted items, lack of line item budget for grant funds, and micromanagement. Bullock moved to approve the claims agenda. The motion passed.
- 7 See Board of Equalization minutes.
- 8 See Board of Equalization minutes.

Action Item Summary

ACTION/DIRECTION	ASSIGNED TO
Approved amended agenda.	Clerk
Approved contract for Mike Johnson Vegas Tuffest Qualifier, and contract for Nason fundraiser with date change and deposit.	Parks & Rec
Approved agreement for Gem Plan and Blue Cross.	HR
Approved IC Agreement with Booth Architecture for Road and Bridge roof design.	Procurement
Approved claims agenda.	Clerk



MINUTES OF THE BOARD OF BANNOCK COUNTY COMMISSIONERS

Meeting Details

Date of Meeting:	Tuesday, July 8, 2025
Commissioners present:	Ernie Moser and Jeff Hough
Clerk of the Board:	Jason C. Dixon
Absent Board Members:	Ken Bullock
Staff present:	Deputy Clerk Nancy Allen, Comptroller Kristi Klauser, and Attorney Jon Radford

Agenda Details

AGENDA	
	Business Meeting (action items)
	Agenda:
1	<ul style="list-style-type: none"> Indigent Business may require an Executive Session pursuant to Idaho Code §74-206(1)(d) to consider records exempt from public disclosure (action item)
2	<ul style="list-style-type: none"> Scott Crowther, Business Manager and Events Director, seeking approval to purchase a tractor (requested 5 minutes) (action item)
3	<ul style="list-style-type: none"> Shanda Crystal, Procurement, requesting to discuss approval of and signature on (1) an estimate for Event Center furniture, and (2) two proposals with Xcell Engineering, LC for geotechnical evaluations of the Road and Bridge construction project (requested 5 minutes) (action item)
4	<ul style="list-style-type: none"> Signature on a Sheriff's Memo and letter from the Board of Bannock County Commissioners approving the Sheriff to award a Deputy's handgun and badge upon retirement (requested 5 minutes) (action item)
5	SIGNATURE ONLY (action items): Quit Claim Deed
6	CONSENT and CLAIMS AGENDA (action items): <ul style="list-style-type: none"> 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 Manual Checks Alcohol Licenses and Catering Permits Certificate of Residency Approval Mileage Reimbursement Requests Technology Request Form Independence Day Vendor Agreements Memorandum Authorization for Accounts Payable Cardholder User Agreement and Authorization Minutes: Approval of Minutes for Commissioner Meetings on June 26 and July 1, 2025 and Board of Equalization Hearing Minutes for June 30, 2025 and Certification of Said Minutes

Meeting Notes

- 1 9:01 AM Hough called the meeting to order.
Community Resources and Advocacy Director Shantal Lauu presented cremation applications for case numbers 20250040 and 20250041. Moser moved to approve cases 20250040 and 0041. The motion passed. Moser moved to approve a release of lien for case 20110336. The motion passed.
- 2 9:02 AM Crowther reported that a new tractor with the horsepower needed was located. The tractor was used last weekend as a trial. There is a Sourcewell contract that will allow us to piggyback. After rebates, the price will be \$105,000. Additionally, they will give a trade value for the old tractor. Funding options were PILT, roll over from events, and contingency. Moser moved to approve the purchase of the tractor and for Hough to sign the digital documents for up to \$105,000 from contingency. The motion passed.
- 3 9:10 AM Crystal reviewed the furniture for the new Event Center office needs to be ordered by Monday for delivery by the move in date. The final list is still be determined, so the request is to approve up to \$35,000. Funding will come from ARPA overage. Moser moved to approve spending up to \$35,000 at the new Event Center. The motion passed.
9:14 AM Planning Director Hal Jensen also appeared. Crystal reviewed the geotechnical evaluation proposals for the office building for Road and Bridge, Planning and the Coroner. A proposal for the storage shed has not been received yet. Funding options were reviewed. Hough moved to accept the contract from XCELL Engineering to be funded from County Operations and Coroner. The motion passed.
- 4 9:18 AM Sheriff Manu appeared for the request to award a firearm and badge to a retiring deputy on Aug 1. A resolution will be adopted.
- 5 9:20 AM Moser moved to approve the Quit Claim Deed for parcel RPRMCPM009319. The motion passed.
- 6 9:21 AM Hough moved to approve the consent agenda items. The motion passed.

Action Item Summary

ACTION/DIRECTION	ASSIGNED TO
Approved cremation assistance for case numbers 20250040 and 20250041, and one release of lien for case 20110336.	Indigent
Approved tractor purchase through Sourcewell contract for \$105,000 from contingency.	Procurement/Parks and Rec
Approved up to \$35,000 for furniture for new Event Center office.	Procurement
Approved XCELL Engineering contract for geotechnical evaluations.	Procurement
Approved Quit Claim Deed for parcel RPRMCPM009319.	Commission
Approved consent agenda.	Clerk



MINUTES OF THE BANNOCK COUNTY BOARD OF EQUALIZATION

Meeting Details

Date of Meeting:	Tuesday, July 1, 2025
Commissioners present:	Jeff Hough, Ernie Moser, and Ken Bullock
Clerk of the Board:	Nancy Allen for Jason C. Dixon
Absent Board Members:	
Staff present:	Deputy Clerk Nancy Allen, Assistant Chief Deputy Randy Hobson, Appraiser Mike Helm, Appraiser Celeste Gunn, Appraiser Lanita Benson, Appraiser Alissa Noble, and Appraiser Jason Speth

Meeting Notes

- 10:00 AM Hough called the meeting to order. Moser moved to enter into the Board of Equalization. The motion passed. Hough reviewed the hearing rules, process, and appeal rights. Allen administered an oath to those testifying.

Smith, Vawn - RPR4013049517

10:03 AM Smith reviewed the appraisal was okay, but the size of the property was wrong. There is 2.57 acres. Dividing the current land value by 8.72 acres, he got \$26,309.17 per acre. Using that with the actual 2.57 acres would be a value of \$67,614.57.

10:04 AM Benson reviewed the appeal is for the land value, but she did include comparables for the home as well. The acreage was corrected changing the land value to \$125,330. Appellant was aware this correction was made. This property comes in at 75 cents per square foot. The allocated land sale comps come in from 83-99 cents per square foot. The neighbors' values are included and have similar values showing this parcel is assessed fair and equitably. The bulk of land value goes to the first acre with a value of \$86,000 and additional acres at \$19,000, which includes well and septic. Benson requested approval of the adjusted land value of \$125,330, giving a total of \$705,625.

10:07 AM Moser moved for parcel RPR4013049517 to adjust the land value to \$125,330 for total of \$705,625. The motion passed.

Stark, Emily - RPRRPMD000400

10:09 AM Stark reported the property is next to the highway and freeway near Inkom. Similarly situated property had not sold until the asking price was reduced. Comparable property sales were in the range of \$65,000-\$75,000 for one-acre parcels.

10:11 AM Benson was unable to find Appellant's comps in the available sales. The comparables used are in the same subdivision and similar size. The subject parcel is at \$2.17 per square foot and the comps are at time adjusted values of \$2.61, \$2.49, and \$3.25 per square foot. Based on sales, the parcel is valued similar to other properties in the area and it was requested to uphold the assessed value.

10:13 AM Bullock questioned documentation of properties for sale from the Appellant. Appellant pointed out the Burton Lane lot has been listed for over 200 days. The property on Utah Drive is pending at \$85,000 and the closing statement for the property on Castle Creek shows \$67,500. Hough moved to adjust the value to \$75,000 for parcel RPRRPMD000400 due to pending sales. Moser pointed out the value was \$80,000 in 2023 and countered the motion with the 2023 value of \$80,053. The motion passed.

Watson, Jessica and Michael - RPRCPP010500

10:21 AM Watson reviewed there was a 49% increase on the property assessment. The value of the property has not increased that much or they would sell it. It was purchased two years ago for \$82,000. The neighboring property is at \$52,000. There is a City of Pocatello main sewer line and a 20-foot-wide easement that runs midway through the property making it useless as they can't build there. There is a natural gully through the middle. Estimates to move the waterway after proper studies are done are \$30-\$60,000. The property does not have water, sewer, and electrical to it.

10:24 AM Gunn reported the neighbor parcel is valued as a contiguous parcel. The property details were reviewed. Comparables are in the city limits. The subject parcel comes in at \$1.78 per square foot and the comparables are at \$1.87, \$2.41, and \$2.25 per square foot. The comps were verified that all the property is bare land without utilities and they all have topography issues.

10:27 AM Discussion ensued on utility easements. In considering the topography, ditch, utility easement, and purchase price, a time adjustment would be around the \$90,000 range. Moser moved for parcel RPRCPP010500 to adjust the assessed value to \$90,000. The motion passed.

Anderson, Amber - RPRCHE1000300

10:30 AM Anderson explained the property was placed for sale in June of 2024. After offers and counteroffers, an agreement was made in August. This was an arm's length transaction. The purchase price was \$495,000 which was fair market value. Values were assessed four months after the purchase. The appraisers knew the amount paid, but insisted they needed to use their formula, which gave an increase of \$28,000 over what was paid for the home. Anderson understands estimating the value using a formula a few years after ownership as real estate values change over time. The value is known for this property as the free market dictated the value. The assessed value may not be taking into account the condition of the home. The formula is not published so it is unknown how they arrived at the value.

10:32 AM Helm reported the comps show this home falls in the market range. This property purchase is used in the mix for valuing other properties in the mass appraisal. There are some highs and lows in determining median value with mass appraisal. Appellant submitted a market analysis that includes homes sold this year. Adjusted those values back to January 1, shows that the subject would be at \$141 per square foot which falls within the comps. All comp sales are time adjusted to Jan 1. The State requires the values need to be 90-110% of market value. This value does fall within that range. It was requested to uphold the assessed value.

10:34 AM The percentage used for time adjustment comes from a ratio study for each specific area for how the market is going up or down. Helm felt 3% may be more accurate for the time adjustment which would be a value of \$509,850. Hough reported values around \$513-\$527,000 on real estate sites, and time adjusting that back would be in \$500,000 range. Hough moved for parcel RPRCHE1000300 to adjust the value to \$509,850 with decrease off improvements. The motion passed.

McCullough, Patrick and Susan - RPRRPEP000100

10:37 AM McCullough reported the appraiser must have mistakenly added unfinished space to the total square feet. The living space is listed at 3,332 but there is only 2,144 square feet. The storage area above the garage may have been assumed to be part of the house. The assessed value has increased over 100% in the last five years. The national average is 45-53%. They feel the value, if sold today, is \$550,000. The mortgage reflects the value at \$419,000 in 2021. There's a similar home in the neighborhood assessed at \$444,000, with the same lot, same neighborhood. Other comparables were found on the parcel viewer that have more acres and bedrooms, but are valued less.

10:40 AM Discussion ensued on the discrepancy for square footage.

10:41 AM Gunn reviewed the square footage in the system and that the area above the garage is considered upper level and finished. She relayed she is happy to reinspect and make any necessary change. Gunn reported the homeowner's exemption did drop off for 2023 and 2024. A tax cancellation will be put in to address that, and it has been corrected for 2025. Gunn explained a comp Appellant used is a one-story home and much smaller.

10:44 AM The worksheet adjustment recommendation is based on correcting the square feet of the basement finish. The unfinished area above the garage was not known at the time. Discussion on that space disclosed there is no access from the house, there are two windows, and it is used for storage. New calculations were done changing the area to a bonus room that would be an improvement value of \$620,087 and a total value of \$714,137. Bullock moved to adjust the value to \$714,137 for parcel RPRRPEP000100 with reduction off improvement. The motion passed.

- 2 11:00 AM Hough called the hearings to order and reviewed the rules, process, and appeal rights. Allen administered an oath to those testifying.

Fallis, Gary - RPRCMLT000100

11:02 AM Fallis reviewed the value increased \$43,000. Comparables are hard to find for a 2,000 square foot home, but some similar properties for sale were at \$354,500 and \$310,000. However, the comps are freshly remodeled. This home has some plumbing issues, needs new carpet, paint, and a roof. They have not completed any work to the home that needs done. If it were for sale, it would not be much over \$300,000. The appraiser gave an adjustment to remove the air conditioner.

11:05 AM Helm questioned an estimate to replace the roof for a potential cost to cure adjustment. The estimate was \$20,000.

11:06 AM Helm reviewed the subject property was built in 1972 and the comps were built from 1970-77 and are located in Chubbuck. The comps show this property falls in the market range. The adjustment was made to remove the air conditioner for a value of \$386,844. It was requested to uphold the adjusted value. Discussion ensued on needed repairs and evidence. Hough shared the online world says the house is worth more than assessed value. Hough moved for parcel RPRCMLT000100 to accept the adjusted value of \$386,844 with adjustment off improvements. The motion passed.

Ratliff, Brandon - RPRPCPP096804

11:12 AM Gary Ratliff appeared and explained he owns property that was involved in the fire. Hymas reviewed Idaho Code §63-602X for casualty loss that if the loss is prior to the second Monday in July, the exemption application is filed through BOE, and if the loss is after that, then a letter of cancellation would be filed. The formula to determine the value was determined by dividing the assessed value by 365 days for a per day value of \$645.58. The fire was on June 20, leaving 194 days in the year. Multiplying the daily value by the days left puts the request for cancellation of market value of \$125,243, leaving a value of \$110,392. There's question of whether all 157 acres was affected. The reduction would be for the current year only and the value would return next year. Ratliff relayed the land was in stages with Planning for development. There is loss of vegetation that gives concerns for erosion and run off. Moser moved for parcel RPRPCPP096804 to adjust the value to \$110,392 with cancellation of \$125,243 market value. The motion passed.

Christensen, Natasha & Steven - RPR4015026900

11:19 AM Appellant did not appear. Noble requested to uphold assessed value. Bullock moved to uphold the assessed value for parcel RPR4015026900. The motion passed.

JB POCATELLO 2 LLC - RPRFRV009700

11:21 AM This appeal was considered administratively. Stokes reviewed parcel RPRFRV009700 is residential with a 2023 triplex and a 1920 home. Comparables for the small 1920 house were built within 2 years of the subject. The comps were all sold around \$200,000 and the subject is valued at \$121,369, showing it is well within equity of the comps. The triplex was built in 2023 and was compared with multifamily properties. The subject comes in at \$125 per square foot, and the comps are at \$143, \$136, and \$116 per square foot. The assessed value is within the comparable sales. It was requested to uphold the assessed values. Bullock moved for parcel RPRFRV009700 to uphold the assessed value. The motion passed.

JB 345 S. 2nc LLC - RPRPPOC241700

11:26 AM Hooker looked over everything and there were no recent improvements to property. Appellant's concerns cited federal regional market sources, but we focus on local resources. After review, an opportunity for adjustment could not be found. It was requested to uphold the assessed value. Moser moved to uphold the assessed value for parcel ending in 1700. The motion passed.

JB 5th Ave., LLC - RPRPPOC167900 and RPRPPOC16800

11:27 AM Hooker reviewed for parcel ending in 7900, there are two very distinct improvements to the property, a small residential building in the back and a commercial building in the front. There was no opportunity for adjustment found and it was requested to uphold the assessed value. Hough moved for parcel RPRPPOC167900 to uphold the assessed value. The motion passed.

11:29 AM For parcel ending in 6800, Hooker reviewed this is a commercial property right next to the last one. Appellant used a lot of market growth percentages, but those are all from the federal housing finance

agency, and this is a commercial property. This is a small office space. No opportunity for adjustment was found and it was requested to uphold the assessed value. Bullock moved for parcel RPRPOC16800 to uphold the assessed value. The motion passed.

- 3 1:00 PM Hough called the meeting to order, and reviewed the rules, process, and appeal rights. Allen administered an oath to those testifying.

Gray, Bradley and Aubrielle - RPRPTNT006900

1:01 PM Monte Gray appeared. Hough pointed out the property was purchased in April for \$280,000. Gray explained the property was on the market since November the prior year and there were several price drops. Moser moved for parcel RPRPTNT006900 to adjust the value to \$280,000 with adjustment off the improvement. The motion passed.

Hill, Glenda - RPRPIN1001800

1:03 PM Mark Hill appeared representing his 98-year-old mother. The house is 65 years old, and the driveway needs replaced, and the front steps are too small. He has an estimate of \$12,000 for the concrete work. He requested to keep last year's tax base value of \$210,851. Moser pointed out that is the value without the homeowner's exemption. The value is at \$335,851.

1:04 PM Helm reviewed property details and the value comes in at \$119 per square foot. The comps are similar in age and close proximity and come in at \$118-\$146 per square foot. The home was built in 1969 and the comps were all built within 5-6 years of that. It was requested to uphold the value. Hill reported the home was built in 1959.

1:06 PM Discussion ensued on concrete repairs. Bullock moved for parcel RPRPIN1001800 to uphold the assessed value. The motion passed.

Lawman, Brent - RPRPIH1000800

1:08 PM Lawman reviewed there are 7 or 8 homes in the general neighborhood that have been on the market for months. He paid \$50,000 for the house when he moved in. Last year's value is understandable. Homes at this value are up in Highland area.

1:11 PM Speth reviewed the comps are similar in size, age, and located a few blocks away. The comps are all actually smaller in square feet, but valued higher per square foot. Appellant's application only lists unsold homes and those values can't be used. It was requested to uphold the assessed value.

1:13 PM Moser moved for parcel RPRPIH1000800 to uphold the assessed value. The motion passed.

Gearhart, Stace - RPRRMCA000400

1:14 PM Gearhart reviewed the basement is not finished and the appraiser made that accommodation. In 2023, a topography exemption was given. That has fallen off and it is requested to put that back on. Concerns were shared that some homes on the road are a bit older than all others in the neighborhood as they didn't burn down in the Charlotte fire.

1:16 PM Noble acknowledged she reviewed pictures showing the basement finish. The comps have similar acreage, are rural parcels, and similar age and size. Allocated land sales were submitted that show the value is in line with the market. It was recommended to adjust the assessed value to correct the basement finish to \$380,775 for the improvement for a total of \$513,135.

1:19 PM Discussion ensued on a previous BOE adjustment and the value difference for well and septic vs. city utilities. Bullock moved to adjust the value to \$513,135. The motion passed.

Naasz, Cort and Aubrey - RPRCTG2000900

1:22 PM Naasz reviewed a house down the street was asking \$600,000, but it sold for \$495,000. The house is similar size, and his lot is just a bit bigger. He questioned how this property is valued \$120,000 more. The sale was within a few months. The value from 2024 went from 555k to 619k. Hough explained the sale date has to be Jan 1 or before.

1:24 PM Speth reviewed comps in area, similar size and age. The sale referred to by Appellants was looked at, but multiple sales are reviewed to find the median. That home sold in 2024. The total square footage is less and there is a 602 square foot difference on finished square footage. The subject parcel comes in at \$151 per square foot, and the comps come in at \$160, \$186, and \$148 per square foot. All the comps are in Chubbuck and similar square footage.

1:28 PM Discussion ensued on square footage measurements. Bullock moved to uphold the assessed value for parcel RPRCTG2000900. The motion passed.

White, Sean – RPRCMTP003400

1:38 PM White reviewed similar home sales in his neighborhood. He explained his per square foot value includes land and that all the lot sizes are very similar so the value comparison should be similar. The closest comp sold last year at \$137 per square foot. This home is similar in size, but has updated flooring, kitchen and other items giving a higher market appeal. His home has some updates, but was built in '88 and the comp in '95. Another comp came in at \$122 per square foot that has a newer roof and bathroom remodel that provides features beyond his home. The next comp sold at \$140 per square foot, is newer than his with modern features like granite counter tops. The average price for the comps is \$133 per square foot. Applying that to his home would support a market value of \$390,000.

1:41 PM Bensen reviewed appellant's comps are two story and ranch style. These did not pull in on her comps as she pulled split level entry homes. The property details were reviewed and comes in at \$131 per square foot. The split entry comps come in at \$157, \$161, and \$155 per square foot. An addition was added to the home last year, which factored into this assessment. The overall price per square foot on the comps show the subject is in line with the comps. It was requested to uphold the assessed value.

1:44 PM Discussion ensued on comp locations and value difference for split entry vs. two story. White submitted that the comp homes are smaller than his and pointed out that price per square foot goes down the larger the home. Hough relayed the online market sites have one value below and one value above the assessed value. Appellant did submit a preponderance of evidence. Hough moved for parcel RPRCMTP003400 to adjust the value to \$425,000 with adjustment off improvements. The motion passed.

- 4 2:00 PM Hough called the hearings to order and reviewed the rules, process, and appeal rights. Allen administered an oath to those testifying.

McCarty, Kristine - RPRPSR2001100

2:02 PM Appellant did not appear. Benson reviewed updates to the property information and recommended \$299,064 for the new assessed value. Hough moved to adjust the value to \$299,064 with adjustment off improvements. The motion passed.

Bowers, Kelli and Paul - RPRPCPP044103

2:03 PM Bowers reviewed there was an increase of \$170,000. Correcting the type to split level home gave an adjustment of \$6,500. The home across the street is similar in size and has a value of \$336,000. Land in the area goes for \$55,000, but this is assessed at \$64,000. Around the corner is a larger property, but assessed less value. This property is compared to property across town, and without neighboring trailer parks, or a dilapidated house next door with no water. The area has apartments and traffic congestion and comparing to areas without is not a fair evaluation.

2:06 PM Speth explained that a 2021 BOE sound value was removed in February. The improvement value stayed static and should have went up each year. That accounts for the huge increase. The house style was incorrect and the correction to split level lowered the value \$6,500. Comps for this size home are hard to find. The subject comes in at \$133 per square foot. The comps come in at \$141, \$156, and \$151 per square foot. All these values are above the subject. Due to the size of the home, it is tough to find comps.

2:09 PM Discussion ensued on the stagnant value, comp locations, and how to take into consideration the impact of the neighborhood and traffic. The house across the street was discussed again, being a very similar home and valued \$80,000 less. Speth reported that home has a lot less finished square feet. Hough shared the online market sites show values higher and lower. Hough moved to adjust the value to \$465,600 for parcel RPRPCPP044103. The motion passed.

Johnson, Evan and Kayley - RPRPPOC008500

2:16 PM Johnson discussed value factors with staff. One thing not considered is the Pocatello Heights apartment complex across street built in the 1950's that brings more traffic and along with the demographic of people that live in those. In speaking with a realtor, the property should be valued 10% less than other homes.

2:18 PM Noble reviewed the comps are in the same market area, and have a similar age and size. The subject was remodeled in 2022 giving an effective age 1978. Some comps have similar updates, and the sales show the subject value lies within the market. It was requested to uphold the assessed value.

2:20 PM Moser pointed out the request for reduction due to apartments, would be cancelled out for being in the university area. Moser moved for parcel RPRPPOC008500 to uphold the assessed value. The motion passed.

Romney, Abraham and Chelsea - RPRPCPP124901

2:23 PM Appellant did not appear. Speth reviewed Appellant claimed replacements are needed to the roof and driveway. These are maintenance items. The comps look like they need the same repairs. The property comes in at \$117 per square foot and the comps are at \$161 and \$126 per square foot. The comps are in the same area. An adjustment was made to remove a bathroom fixture. Moser moved for parcel RPRPCPP124901 to adjust the value to \$468,144 with adjustment off the improvement. The motion passed.

- 5 3:00 PM Hough called the hearings to order and reviewed the rules, process, and appeal rights. Allen administered an oath to those testifying.

Pein, Chris - RPR3853031203

3:01 PM Hymas reported due to fire on June 20, a casualty loss exemption application was filed. Idaho Code § 63-602X provides the BOE to consider the application if filed prior to the second Monday in June. There's a house that was not affected. The value assessed is \$278,822. That value divided by 365 days gives a daily value of \$763.90. The daily value times 194 days gives the value to be cancelled of \$148,197, leaving the assessed value at \$130,625 for a one-year exemption. Pein reviewed the property has a 50% steep grade. The fire department made tracks through the property and it is now unstable. It took three years to grow the vegetation. There are concerns for erosion. The property was purchased to protect wildlife habitat with pollinator gardens as a habitat haven. They are studying monarch migration. A milkweed patch was destroyed. They may not be able to remediate in a year. Hough moved for parcel RPR3853031203 to accept the recommendation of exemption and value of \$130,625 with reduction off the value of land. The motion passed.

Shurtliff, William T - RPRMCPM009317

3:07 PM Shurtliff reviewed the home was built for \$184,000 12 years ago. Incrementally, the value is increasing faster than most things in the economy. The assessment increased \$170,000 from the previous year. Appraisers came out the year before to review property and then it jumped back up.

3:09 PM Hymas explained one-fifth of all the parcels are visited every year, but all properties are reevaluated every year. Moser reviewed the property values over the years and questioned the roller coaster. This was in BOE in 2019 and 2021.

3:11 PM Helm reviewed the property is in McCammon and a very nice home. There are not many sales in rural areas for comps causing the need to expand the search. For this parcel, the search went from Inkom to Hawkins Reservoir to find a like home. It was difficult to find comps, but those found show this parcel falls in the middle of the value range. Everyone is experiencing the value increase. It was recommended to uphold the assessed value. Moser questioned the land values in the comps. This property was annexed in to the city and has city water, but has a septic. Discussion ensued on sewer, accessibility to property, and potentially overvalued.

3:16 PM Hymas reported there is a well on the property card. That will remove \$6,000 off land. Questions arose for the value of well and septic. Studies need done for values for wells/septic. Moser recommended reducing the land by \$10,000 to account for removing well. Moser moved for parcel RPRMCPM009317 to uphold the improvement value and adjust the land value to \$90,000. The motion passed.

CAPGRO POCATELLO LLC - RPRCIGP000201

3:22 PM Jay Arora and Tejash Chaudhari appeared. Arora reviewed the property was purchased a few years ago. Sales have dropped considerably and NOI margins are down. The location is not the greatest. Arora feels they have lost equity since the purchase.

3:24 PM Hooker questioned the status of the pool area and any renovations since the purchase. Arora explained the pool is closed, 47 of the rooms have been renovated and roof repairs have been done.

3:25 PM Hooker reviewed the cost approach is looked at first, then the sales/income approach. Overall, after extracting business personal property that was included in the sale price, that leaves about \$3 million for the real estate value. That was two years ago and the assess value is slightly over that. With the cost approach, that slight increase from the purchase to the assessed value seems appropriate. Looking at the income approach, in a year of declining revenue, it is appropriate to take the average of three years. Taking only this current year income with expenses and the cap rate, comes out to a value of \$2.6 million. Using the previous two years with that would give a trended average. Given that, the value is within reason at \$3.1 million.

3:28 PM Discussion ensued on industry standards, hotel income post-covid to now, average expense ratio, and cap rates. Moser relayed the blighted area has been factored in with the 80% depreciation and 50% land value adjustment. Discussion ensued on using the cost or income approach and questions arose if the two previous years of income would be beneficial.

3:37 PM Moser moved for parcel RPRCIGP000201 to adjust the value to \$3 million. Discussion ensued whether additional data would impact the value. Hooker explained the property has been in multiple times over at least the last 7 years. Bullock relayed that capital improvements can be buried in as expense, but improve the value. Hough called for a vote. The motion passed with Moser and Bullock voting for. Hough opposed.

Action Item Summary

ACTION/DIRECTION	ASSIGNED TO
Approved entry/exit Board of Equalization.	Clerk
Adjusted assessed values for parcels: RPR4013049517; RPRRPMD000400; RPRPCPP010500; RPRRPEP000100; RPRCMLT000100; RPRPTNT006900; RPRRMCA000400; RPRCMTP003400; RPRPSR2001100; RPRPCPP044103; RPRPCPP124901; RPRMCPM009317; and RPRCIGP000201.	Assessor
Upheld assessed values for parcels: RPR4015026900; RPRFRV009700; RPRPPOC241700; RPRPPOC167900; RPRPPOC16800; RPRPIN1001800; RPRPIH1000800; RPRCTG2000900; and RPRPPOC008500.	Assessor
Granted casualty loss exemption for parcels: RPRPCPP096804 and RPR3853031203.	Assessor



MINUTES OF THE BANNOCK COUNTY BOARD OF EQUALIZATION

Meeting Details

Date of Meeting:	Thursday, July 3, 2025
Commissioners present:	Jeff Hough, Ernie Moser, and Ken Bullock
Clerk of the Board:	Nancy Allen for Jason C. Dixon
Absent Board Members:	
Staff present:	Assessor Anita Hymas, Appraiser Celeste Gunn, Appraiser Lanita Benson, Appraiser Jason Speth, Appraiser Alissa Noble, Appraiser Kami Brown, and Appraiser Jason Hooker

Meeting Notes

- 10:11 AM Moser moved to enter into the Board of Equalization. The motion passed. Hough reviewed the rules, process, and appeal rights. Allen administered an oath to those testifying.

Cady, P. Michael - RPRRGJA000400

10:14 AM Cady reviewed the home was built two years ago. The assessment went up \$130,000 this year. He met with the appraiser and still did not understand how the value was determined. Cady indicated he was denied the comparables.

10:15 AM Speth reviewed appellant's concern that he built a new house with the floor plans from a house he sold. Even though it was based on the same floor plans, it is newer. The sale of the older home cannot be used as the date is too far back. There is also a 900 square foot difference between the homes and 12 years in age. The new location is more desirable and land value has increased. The subject is at \$183 per square foot. Comp 1 is an older home, but the square feet is close to the subject. Comps 2 and 3 are the same age, and higher on the per square foot value. There was an adjustment to remove a bathroom fixture. Speth requested, based on a preponderance of evidence and comps, to accept the adjusted value of \$1,034,064.

10:18 AM Moser moved for parcel RPRRGJA000400 to accept the adjusted value of \$1,034,064. The motion passed.

Sudweeks, Dwayne - RPRRSTR000200

10:21 AM Sudweeks reviewed the assessed value increased 24%. His realtor brother ran a sales analysis that showed the value is too high. The appraiser would not use the comps because they were in the city limits and more recent in 2025. His brother ran another analysis with the proper parameters. Sudweeks indicated he purchased the lot in 1996 for \$40,000. Over 23 years, the value gradually increased to \$85,000 in 2020. In last 5 years, the value increased to over \$229,000, or 270%. The property backs up to BLM land and is unusable as it is steep. The lot's restrictive covenants do not allow any buildings or fence on that part of the property. He compared the neighboring lots that back up to the same mountain and the values are all over the place from under \$100 an acre to over \$17,000 per acre. That takes out the one acre lot value. The house is almost 28 years old.

10:25 AM Gunn noted a quote for carpet. However, no consideration is given to the quote as that would be considered regular maintenance. The home is listed in average condition for its age. A reinspection would happily be done. Additionally, the land does have appeal to the right person with the privacy, wildlife, and adjacency to the BLM. There's a reason this kind of property sells for so much. The property details were reviewed. The comps are very similar quality and rural parcels. The parcel is platted and the protective easement states, there shall be no construction, buildings, fences, or et cetera, within the area of the protected easement unless said construction is approved in writing by Bannock County. That does apply to

all those parcels. No other parcels have a land influence for the topography. The land is listed as additional acres, which is a very low rate. Some higher end or rural subdivisions have CCR's to keep the quality of the subdivision.

10:28 AM Questions were addressed regarding the first acre and additional acreage values. Appellant questioned the square footage which was reviewed. Discussion ensued on basement space, crawl space, unfinished garage shop, and the discrepancy. Appellant's building plans will be reviewed. The parcel is remanded to the assessor for review.

11:11 AM Appellant visited with appraiser. Gunn reported the property has a basement garage, so it is sketched in correctly, but was stated incorrectly. The building plans were reviewed and it appears there may be 100 square feet difference on the upper level. With that correction, the value would be \$490,775 for the improvement for a total of \$720,348.

11:13 AM Appellant reported grievance with property land value increasing 270%. He questioned what comps were used for unusable property. Reviewed analysis gathers information. Moser moved for parcel RPRRSTR000200 to accept the adjusted value of \$720,348. Hough reviewed that the online markets show this is probably under-assessed. The motion passed.

Santillanes, Tim and Dianna - RPRPPR4000900

10:34 AM Appellants did not appear. Benson reviewed this is a single-family home and requested to uphold the value. Bullock moved for parcel RPRPPR4000900 to uphold the assessed value. Hough questioned the submitted appraisal from 2023. Discussion ensued on a time adjusting formula and index. The time adjusted value on the 5/31/2023 \$660,000 market value would be \$719,400 without 2024. Hough called for a vote. The motion passed.

Potter, David - RPR4225011000

10:39 AM Appellant did not appear. Benson reviewed the property condition was adjusted in the past and has remained in fair condition since then. It was requested to uphold the assessed value. Moser moved for parcel RPR4225011000 to uphold the assessed value. The motion passed.

10:59 AM Hough called the meeting to order and reviewed the rules, process and appeal rights. Allen administered an oath to those testifying.

Hollinger-Forrest, Tamara - RPRPPR2000100

11:01 AM Hollinger-Forrest explained she found homes for sale in the Highland and Satterfield areas, of similar size and age, that are listed \$590,000; \$519,000; and \$549,900. Most of the other homes listed in the area are newer and near the temple. Using the parcel viewer with updated 2025 values, a parcel on the same road is assessed at \$561,000.

11:04 AM Noble reviewed the parcel details and it comes in at \$140 per square foot. The comps come in at \$139, \$157, and \$156 per square foot. It was requested the assessed value be upheld.

11:07 AM It was questioned that the value in 2023 was at \$608, 2024 at \$555, and in 2025 jumped back up and higher. Hymas reported a lot of values were dropped and we fell out of compliance with state requirements.

11:08 AM Appellant argued the appraiser's first comp is right across street, with a similar builder and square footage, and it sold for under \$600,000. Other homes on the street are valued under \$600,000. This property should be assessed with the neighbors and not against houses on other streets.

11:10 AM Discussion ensued on the sale across the street. Hough moved for parcel RPRPPR2000100 to set the value at \$596,285 with adjustment off the improvement. The motion passed.

GoLLC - RPRPCPP142109

11:17 AM Hough reviewed parcel RPRPCPP142109 was discussed June 25. Additional information came to light in that it went to BTA in 2020 and the value was at \$14,200, then BOE in 2023 set it down to \$16,877. The question is, why it went back at the new value and that the BTA would likely change it again. Moser disagreed to change the value as the area is not blighted like before. The property includes the greenway trail above Ross Park, has been in city limits for a while, and donated for public use. Appellant had claimed the State of Idaho denied the donation of the parcel due to the cost to develop that property. Discussion ensued on giving a permanent influence on the land, and concerns were raised if the property sells. Hough moved for parcel RPRPCPP142109 to set the value at \$25,000 and have permanently noted for an annual adjustment for growth. The justification for that value was adjusting the last BTA value for time. The motion passed with Hough and Bullock voting for. Moser opposed.

SimonCRE Prospector LLC - RPRCPRR000101**SimonCRE Prospector LLC - RPRCPRR000200****SimonCRE Prospector LLC - RPRCPRR001003****SimonCRE Prospector LLC - RPRCPR2000100****SimonCRE Prospector LLC - RPRCRSP000400**

11:29 AM These appeals were considered administratively. Hooker explained this is the Pine Ridge Mall property. Last year, major concessions and reductions were given based on the developer's insistence they would start demolition. The value was brought down. Demolition did not start until this year. The data sent in was reviewed. The properties were only assessed for property being used, still performing, operating, or leased out on January 1. After reviewing everything, there was no opportunity found to lower the value. It was requested to uphold the assessed values. The cumulative value is just over \$8.5 million. No value is assessed to the concord space. Moser moved to uphold the assessed values for the parcels ending in 101, 200, 1003, 400, and 100. The motion passed.

Target Corporation - RPRCPRR001002

11:37 AM This appeal was considered administratively. Hooker reviewed this is bare land. Appellant submitted a lot of comparable bare land sales. Most of the comps indicate a value of \$20 per square foot. The most comparable property sold is 2,000 feet from this parcel and sold at \$8 per square foot. The subject parcel is valued at \$4 per square foot. Appellant's info shows the assessed value for bare, undeveloped commercial land is low. Bullock moved to uphold the assessed value for parcel RPRCPRR001002. The motion passed.

Pocatello Motels LLC, C/O Ravi Sarolia, O'Connor & Assoc. - RPRCBRT000200

11:40 AM This appeal was considered administratively. Hooker reported this hotel operates under the Extended Stay flag on Burnside. The comp values show this property is valued below the median, and likely performs under average. It was recommended to uphold the assessed value. Hough moved for parcel RPRCBRT000200 to uphold the assessed value. The motion passed.

LRD Lodging LLC, C/O Ravi Sarolia, O'Connor & Assoc. - RPRPCPP012202

11:42 AM This appeal was considered administratively. Hooker reviewed there were areas of concern with Appellant's approach to value. The overall property was functioning as the Best Western, but is being sectioned off and the building closest to Applebees is being turned into a separate hotel. An adjustment was made according to the remodel that lowered the land value to \$992,908 and the improvement value to \$4,389,301 for a total value of \$5,382,209. Bullock moved to accept the adjusted value of \$5,382,209 for parcel RPRPCPP012202. The motion passed.

LRD Lodging LLC, C/O Ravi Sarolia, O'Connor & Assoc. - RPRPCPP012201

11:52 AM This appeal was considered administratively. Hooker reviewed this parcel was not listed as contiguous and the value was lowered to \$736,035. Hough moved for parcel RPRPCPP012201 to accept the recommended value of \$736,035. The motion passed.

LRD Lodging LLC, C/O Ravi Sarolia, O'Connor & Assoc. - RPRPCPP012104

11:53 AM This appeal was considered administratively. Hooker reviewed, similar to the previous parcel, that making it contiguous lowered the value to \$150,849. Hough moved to accept the recommendation and value. The motion passed.

Grand Idaho LLC, C/O Ravi Sarolia, O'Connor & Assoc. - RPRPCPP011700

11:54 AM This appeal was considered administratively. Hooker reviewed the property operates as Grand Idaho and has a mix of uses in monthly/nightly rentals. Appellant's cost approach was reviewed and it listed non-allowable expenses. Taking out those non-allowable expenses and using an 8% cap rate indicated a higher value. Using Appellant's suggested cap rate of 10.25% still gave a higher value. This shows the current assessed value is accurate or a little bit low. Finding no opportunity for adjustment, it was recommended to uphold the assessed value. Moser moved for parcel RPRPCPP011700 to uphold the assessed value. The motion passed.

Grand Idaho LLC, C/O Ravi Sarolia, O'Connor & Assoc. - RPRPCPP011803

11:56 AM This appeal was considered administratively. Hooker reviewed this parcel has a token value of \$6,500. Hough moved for parcel RPRPCPP011803 to uphold the assessed value. The motion passed.

Baba Agand Enterprises LLC, C/O Ravi Sarolia, O'Connor & Assoc. - RPRPCPP004803

11:57 AM This appeal was considered administratively. Hooker reviewed the information submitted included three different income approaches. Using that data, the income approach was reconstructed without the intangible expenses. Appellant's suggested cap rate of 8.5% gives a value of \$7.8 million, higher than the assessed value. Bullock moved for parcel RPRPCPP004803 to uphold the assessed value.

McCormick Ranch LLC, C/O Brian Ball - RPRPCPP045717**McCormick Ranch LLC, C/O Brian Ball - RPRPCPP148300****McCormick Ranch LLC, C/O Brian Ball - RPR3853020702**

12:01 PM These appeals were considered administratively. Brown reviewed a map of the properties, accessibility, and location. Two parcels are inside the city, but valued as if outside. It was recommended to uphold the values on the three parcels. Access to parcels was discussed. They are valued as additional acres and bare land. Moser moved for the McCormick parcels to uphold the assessed values.

Miram's Family Trust, C/O Ravi Sarolia, O'Connor & Assoc. - RRPIDL000203

12:07 PM This appeal was considered administratively. Hooker reviewed the parcel operates as Wingers and has been remodeled a few times. Their request was to increase the value by \$19,000. It was recommended to uphold the assessed value. Hough moved for parcel RRPIDL000203 to uphold the assessed value. The motion passed.

Foster Jessie H. - RPR3805002308**Foster Jessie H. - RPR3805002309**

12:08 PM This appeal was considered administratively. Gunn reviewed the property was split by deed from parent to child. It was previously used and is currently used as ag. With the name change, an ag application is required. Hough moved for the two parcels to uphold the assessed values. The motion passed.

- 2 1:04 PM Hough called the meeting to order and reviewed the rules, process, and appeal rights. Allen swore in those testifying.

Pocatello ID IMG, C/O Boyd Watterson Acquisitions - RPRPPOC150200

1:06 PM Greg LeBlanc for Tax Advisors appeared via Zoom and reviewed this is a federal building built in 1999 and leased by the federal courthouse. The valuation, based on an income approach with a 5% vacancy, 15% expenses, and 7% cap, is \$12,709,600 or \$95 per square foot. The NOI is trending upward. The property sold in April 2022 with 2 other GSA properties and is allocated \$15,010,000 from that. This was purchased at the peak of the market with low interest rates. A year later, interest doubled, and more in 2024. Values have gone down, with a rate of \$126 per square foot in 2022 down to a value now of \$110 per square foot, showing depreciation. Idaho, being a nondisclosure state, doesn't provide a lot of sales data. A market condition adjustment is supported by the income approach.

1:13 PM Hooker relayed the Appellant sent a lot of information. There are not a lot of sales for a comparable like this, but we now know the sales price for this parcel from four years ago and that our value was low at that time. The market has changed since then and with the new updated costing data, it shows our value was low and that is supported by sale price. In reviewing the income approach, the value came in similar to Appellant's opinion of value at \$12.7 million. Taking a balanced approach with giving a 50/50 weight to the income approach and the sales approach, the value would be \$14.7 million, which is higher than the assessed value. An opportunity was not found to lower the assessed value and it was recommended to uphold the assessed value.

1:15 PM It was explained that the market values are not going down in Idaho and national trends don't reflect what is happening here. Bullock moved for parcel RPRPPOC150200 to uphold the assessed value. The motion passed.

Leslie, Derek - RPRPAP3000500**Leslie, Derek - RPRPAP3000405****Leslie, Derek - RPRPAP2000405**

Leslie, Derek - RPRPAP2000506

1:17 PM Hough confirmed with Appellant that discussion will focus on one parcel, but any decision will apply to all four. The specific parcel discussed is RPRPAP2000405. Leslie reviewed a 19% year over year increase since 2023 on these fourplexes. Values haven't gone up that much. There are not a lot of comp sales out there, and based on the 2024 sales, none of them are similar in age, condition, or amenities. He understands the challenge to arrive at a value. One comp sold for \$850,000, but it was two fourplexes. Leslie questioned what is used to value property. There's been two comparable sales this year, but the appraisers can't use them. The sales are similar age and quality to his. These properties selling prices are \$559,000 and \$549,000. Leslie adjusted those values for differences in amenities and such making the values \$602,976 and \$564,064.

1:24 PM Brown reviewed the comps with two being newer and one older. The older comp is one that the Appellant included as well with an effective age of 1992 after a remodel. Breaking down to price per square foot, the subject is at \$136 and the comp at \$138. For mass appraisal, it is required to have 5 comparables, and there were 15 fourplexes that sold this past year. The subject property looks very much like a townhouse and Appellant has it listed as a townhouse style. The value was also compared as a townhouse and it is extremely under value when compared to those. The Dillon is listed in the system as two buildings and the value was allocated out appropriately. It was recommended to uphold the value.

1:26 PM Appellant pointed out he has three 2024 comps and two 2025 comps that have an average value of \$591,452. The newest sales are more similar to his buildings. That would bring the value to just under \$600,000. The Adams comp is the outlier and is the highest one.

1:28 PM Bullock moved to uphold the assessed values for the Leslie parcels. The motion passed.

PHT Real Estate Holdings LLC - RPRPPOC050502**PHT Real Estate Holdings LLC - RPRPPOC050606****PHT Real Estate Holdings LLC - RPRPPOC050703****PHT Real Estate Holdings LLC - RPRPPOC051003****PHT Real Estate Holdings LLC - RPRPPOC051302****PHT 1001 North 7th LLC - RPRPPOC152800**

2:00 PM Allen administered an oath to Clark Bitton, CFO for Portneuf Health Trust. Bitton reviewed parcel ending in 152800 is the City Center near Pocatello City Hall. On May 15, this parcel was approved for a 43% tax exemption. A spreadsheet was submitted in the packet showing the leases, the business status and purpose, the square footage of space leased and the related percentage to the building, and their revenues. They are all healthcare related as per PHT's mission. There is 57.61% that is leased out. The remaining 43% is the portion used by PHT that was granted the exemption. The request is to increase the exemption to 69%. Some of the businesses located there are 501(c)(3). Health West, for example, was located across the street and moved into the building as they outgrew that location. The former building would have been tax exempt and so it is requested to include that portion in the exemption. The same thing for Pocatello Free Clinic, Bannock County's D6 Treatment, Crisis Center, and Center for Hope. The same request would be for the other buildings with those allocations spelled out in those packets.

2:05 PM Moser expressed some agencies that are in there, we give money to facilitate their business. Just because a company is 501(c)(3) doesn't mean they are tax exempt. Giving an exemption would be helping twice. D6 pays \$9,000 per month for rent. Bitton explained the rent is charged, but for the discounted rate, a reimbursement is done. This is done to show the value of a property if it is ever sold.

2:07 PM Hooker deferred to the Board as the appeal is for an exemption and not based on the value. Discussion ensued on 501(c)(3)'s being tax exempt; however, that is for income tax, not property tax. The good provided by these businesses cannot be measured, but care needs taken to not shift the tax burden. Bitton relayed that any businesses have to fall in PHT's mission. Moser would like time to look over the data. Bitton noted there are five other properties that are not included as they are leased 100% to PMC. The request is for the two buildings they occupy and lease to other non-profits. Moser moved to table the appeal to Monday. The motion passed.

Action Item Summary

ACTION/DIRECTION	ASSIGNED TO
Approved entry of Board of Equalization.	Clerk
Adjusted assessed values for parcels: RPRRGJA000400; RPRRSTR000200; RPRPPR2000100; RPRPCPP142109; RPRPCPP012202; RPRPCPP012201; and RPRPCPP012104.	Assessor
Upheld assessed values for parcels: RPRPPR4000900; RPR4225011000; RPRCPRR000101; RPRCPRR000200; RPRCPRR001003; RPRCPR2000100; RPRCRSP000400; RPRCPRR001002; RPRCBRT000200; RPRPCPP011700; RPRPCPP011803; RPRPCPP004803; RPRPCPP045717; RPRPCPP148300; RPR3853020702; RPRPIDL000203; RPR3805002308; RPR3805002309; RPRPPOC150200; RPRPAP3000500; RPRPAP3000405; RPRPAP2000405; and RPRPAP2000506.	Assessor
Tabled parcels RPRPPOC050502; RPRPPOC050606; RPRPPOC050703; RPRPPOC051003; RPRPPOC051302; and RPRPPOC152800.	Assessor



MINUTES OF THE BANNOCK COUNTY BOARD OF EQUALIZATION

Meeting Details

Date of Meeting:	Monday, July 7, 2025
Commissioners present:	Jeff Hough, Ernie Moser, and Ken Bullock
Clerk of the Board:	Nancy Allen for Jason C. Dixon
Absent Board Members:	
Staff present:	Assessor Anita Hymas and Lead Appraiser Jason Hooker

Meeting Notes

- 1:00 PM Moser moved to enter into the Board of Equalization. The motion passed. Hough called the meeting to order and reviewed the rules, process, and appeal rights. Allen administered an oath to those testifying.

Gorham, David - RPRPPOC175400

1:02 PM Gorham reviewed there is deferred maintenance that was not clear during the property purchase. The roof is shot and there is a quote for \$70,228 from 2024. There are a large number of capital items that are past their engineering life in service. Gorham feels the value is \$854,050. If the Board can consider use, there are a number of charitable and applications.

1:04 PM Hooker reviewed that the overhead imagery showed as late as 2018, there were updates to roof. It sounds like there are still ongoing concerns, so it is recommended to lower the improvement value to \$750,494 for a total value of \$977,630. The building is listed with an effective age of 1999, or 26 years and is reaching the end of its useful life.

1:05 PM Appellant relayed the damage is more severe than what appears. The parcel was purchased in August 2022 and they began operating November 2022. The building was abandoned for three years with no maintenance and a lot of systems left to degrade. Discussion ensued on roof leaks. Moser moved for parcel RPRPPOC175400 to adjust the total assessed value to \$930,000 with adjustment off the improvement. The motion passed.

Driscoll Investments LLC - RPRPSVS000200

1:11 PM Braeden Driscoll reviewed concerns on the income value for the commercial building. The change in value over the last two years was reviewed. The building was purchased in 2017. The rent charged at that time was \$26 per square foot, but when the tenant moved, the building was vacant for nine months. The new tenant signed on at \$4,600, but it is now \$5,000 which is \$19.70 per square foot. There has been a trend 'down for commercial buildings in the area with work from home and covid. Realistically, what drives value for commercial property is the income it can generate. It would be hopeful if the building were for sale to get \$560,000.

1:15 PM Hooker explained the cost approach was used with depreciation. When looking at the income approach with info from Appellant, that would come down. But the rate they receive is still at the top of other office buildings. It was requested to uphold the value.

1:17 PM Moser pointed out the value did not change the last two years and it is now catching up. Bullock moved for parcel RPRPSVS000200 to uphold the assessed value. The motion passed.

- PHT Real Estate Holdings LLC - RPRPPOC050502**
- PHT Real Estate Holdings LLC - RPRPPOC050606**
- PHT Real Estate Holdings LLC - RPRPPOC050703**
- PHT Real Estate Holdings LLC - RPRPPOC051003**
- PHT Real Estate Holdings LLC - RPRPPOC051302**
- PHT 1001 North 7th LLC - RPRPPOC152800**

1:19 PM Clark Bitton appeared. Discussion ensued on building use, nonprofit tenants, and property ownership. Moser felt that any space that is charged for, even to nonprofit, is taxable and those with entities such as the Boys and Girls Club, the City of Pocatello, and Friends of the Children that are not charged would not be taxed. Regarding the 11th Avenue property, those that would not qualify are Badger and Bannock Development. Bannock Development gets \$70,000 from the County. Health West and the free clinic receive Medicare and Medicaid, so taxpayers are paying the bills for them and taxpayers are doubled up. Those that are paying rent should not be exempt.

1:23 PM Discussion ensued on the location with multiple parcel numbers with the City of Pocatello, Friends of the Children, Health West, and Hospital Corporation. Bitton questioned that PHT is a 501(c)(3), so wouldn't they qualify for a property tax exemption, not necessarily because the tenant is a non-profit, because it is part of PHT's mission to provide health services to citizens. Bullock relayed the non-profit status is for IRS purposes and doesn't prevent sales tax and such. Bitton would like legal counsel from both sides to review the Idaho Supreme Court's list of tax exemption qualifications. Bullock submitted there is a savings to taxpayers in other ways such as from the crisis center preventing jail medical claims and that's a public benefit. Conflicts arise from statute, lack of definitions, and non-profit missions.

1:37 PM Hough moved for parcels ending in 2800, 502, 606, 703, 1003, and 1302, to grant a 50% exemption. The motion passed.

Hargraves, Dan - RPRPGTD0008900

1:40 PM Appellant did not appear. Hooker reported the property was recently annexed and is equitably valued with the neighbors. The Appellant's concern is for space for a power pole. It was recommended to apply a land influence for the restricted opening which would drop the assessed value to \$31,810. Moser moved to adjust the value to \$31,810. The motion passed.

Action Item Summary

ACTION/DIRECTION	ASSIGNED TO
Approved entry to Board of Equalization.	Clerk
Adjusted assessed values for parcels: RPRPPOC175400 and RPRPGTD0008900.	Assessor
Upheld assessed values for parcel RPRPSVS000200.	Assessor
Granted 50% exemption to parcels: RPRPPOC050502; RPRPPOC050606; RPRPPOC050703; RPRPPOC051003; RPRPPOC051302; and RPRPPOC152800.	Assessor



MINUTES OF THE BANNOCK COUNTY BOARD OF EQUALIZATION

Meeting Details

Date of Meeting:	Wednesday, July 9, 2025
Commissioners present:	Jeff Hough, Ernie Moser, and Ken Bullock
Clerk of the Board:	Nancy Allen for Jason C. Dixon
Absent Board Members:	
Staff present:	Assessor Anita Hymas and Appraiser Kami Brown

Meeting Notes

- 9:00 AM Hough called the meeting to order. Moser moved to enter into the Board of Equalization. The motion passed. Hough reviewed the rules, process, and appeal rights. Allen administered an oath to those testifying.

Empey, Geraldine - RPRPPOC410100

9:02 Hough relayed the worksheet adjustment lowering the value to \$267,000. Empey reviewed she spoke with Brown who indicated it is at market value. Previous assessments were reviewed and her taxes increased 500%. Brown told her there was a calculation error and the value was lowered to \$267,000. Other properties were reviewed.

9:06 Brown reviewed after visiting with the Appellant further adjustments were found and recommended a lower amount of \$265,245.

9:07 Moser relayed the land didn't change value for several years. The home value was much higher two years ago. Bullock moved to uphold the Assessor's recommendation. Hough relayed the online market sites show a higher value. The motion passed. Hough reviewed appeal rights.

9:09 AM Hymas submitted recommended changes that were made outside the BOE after working with Appellants. Hough moved to accept Exhibit B, the 2025 BOE Corrections as presented by the Assessor. The motion passed.

RPRRSRV000901	PNB Family Trust (Paul Bitton)	\$1,300,000
RPR3851026820	Budge, Thomas	\$55,379
RPR3851026821	Budge, Thomas	\$52,431
RPRPPOC326500	Robertson, Patricia J	\$149,794
RPR4059000800	Newman, Ludean	\$188,884
RPRPCPP044103	Bowers, Paul	\$465,600
RPRPHA2001101	Bridgestone Hosepower LLC	\$316,661
RPRPPOP000305	Four Queens LLC	\$1,154,204
RPRICPI001800	WH Land & Livestock	\$118,631

RPRPPR6001300	Kirkham, Luke	\$546,777
RPR3851006525	Steiner, James	\$704,863
RPRPTCP000801	K3 Pocatello LLC	\$8,727,000
RPRPPOC186500	Donald A Aslett Trust	\$3,500,000
RPRPCPP158700	GO LLC	\$54,500
RPRPCPP157100	GO LLC	\$519,523
RPRPPOC215600	Dales INC	\$527,485
RPRPPOC417900	Robertson, Patricia J	\$257,460
RPRPWPO034400	Robertson, Patricia J	\$243,236
RPRRTCE001500	Morrison, Bonner	\$508,489
RPRPANS006000	Harris, Scott	\$392,191
RPRCIGP000101	Concord Properties LLC	\$450,000
RPRMBAM000400	HUX Holdings LLC	\$101,848
RPRPPSQ000402	RCG Pocatello VII LLC	\$2,630,607
RPRPPSQ000501	RCG Pocatello VII LLC	\$8,897,077
RPRRPM000400	Stark, Emily	\$80,053
RPRCMLT000100	Fallis, G WAYNE JR	\$386,844
RPRRPEP000100	Mccullough, Pat	\$714,137
RPRCHE1000300	Andersen, Andrew J	\$509,850
RPRPTNT006900	Andersen, Lisa	\$280,000
RPRRMCA000400	Gearhart, Stace Galen	\$513,135
RPRPSR2001100	Mccarty, Kristine	\$299,064
RPRCMTP003400	White, Sean	\$425,000
RPRPCPP010500	Watson, Michael	\$90,000
RPRCIGP000201	CAPGRO Pocatello LLC	\$3,000,000
RPRMCPM009317	Shurtliff, William Todd	\$617,761
RPR4013049517	Smith, Vawn	\$705,625
RPRPHIC000901	Homes West Inc	\$72,500
RPRPCPP158600	Gate City Center LLC	\$651,434
RPRRGJA000400	Cady, P Michael	\$1,034,064
RPRPPR2000100	Forrest, Ronald G	\$596,285
RPRRSTR000200	Sudweeks, Dwayne	\$720,348
RPRPCPP012104	LRD Lodging LLC	\$150,849

RPRPCPP012201	LRD Lodging LLC	\$736,035
RPRPCPP012202	LRD Lodging LLC	\$5,382,209
RPRCNC1000100	Grace at Chubbuck LLC	\$11,000,000
RPRPGTD008900	Hargraves, Dan	\$31,810
RPRPPOC175400	Headquarters Building LLC	\$930,000

Hough closed BOE.

Action Item Summary

ACTION/DIRECTION	ASSIGNED TO
Approved entry Board of Equalization.	Clerk
Adjusted assessed value for parcel RPRPPOC410100.	Assessor
Approved Exhibit B, 2025 BOE Corrections.	Assessor