



BANNOCK COUNTY COMMISSIONERS' – MEETING

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, August 12, 2025

9:00 AM 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)
- Tony Manu, Sheriff, regarding a request to reallocate funds to finish flooring on stairs and DART room of the new Tactical Training Center (requested 5 minutes) (action item)
- Scott Crowther, Event Center and Wellness Complex, requesting (1) signature on a contract with a fee waiver for the Youth Celebration Music Event, and (2) approval of a rental agreement with PVSC United Soccer (requested 10 minutes) (action item)
- Alisse Foster, Planning and Development, seeking review for approval on a construction bond, monument bond, and final plat for Westfield Estates Division 6 (requested 10 minutes) (action item)
- Kristi Klauser, Auditing, seeking (1) a signature on an opioid settlement ref #CL-1732786 Purdue Direct, and (2) to discuss approval to purchase YDC/EC building

appliances, safe, and tv that is not to exceed \$8,000.00 (requested 5 minutes) (action item)

- Shanda Crystal, Procurement, requesting to discuss (1) lessons learned from past projects and how to improve processes moving forward, and (2) a procurement update (requested 15 minutes) (action item)

RESOLUTIONS AND ORDINANCES (action items):

LETTERS AND NOTICES (action items):

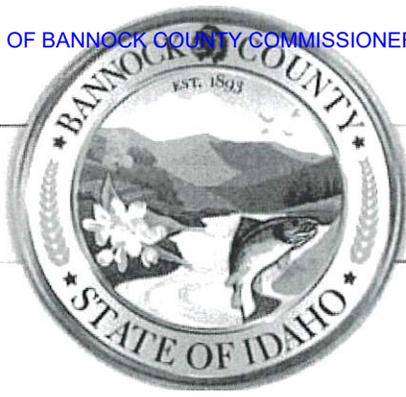
SIGNATURE ONLY (action items):

Commissioners' Proceedings – July 2025

CLAIMS AND CONSENT AGENDA (action items):

- 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
- Technology Forms
- Mileage Reimbursement Requests
- Memorandum Authorization for Accounts Payable
- Minutes: Approval of Meeting Minutes from August 5 and 7, 2025, and Certification of Said Minutes

11:00 AM Public Hearing - Beehive Road Validation (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

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:

Tereca Argyle / Sheriff's Office

Item to be considered/background:

Request to reallocate funds to finish flooring on stairs and DART room of New Tactical Training Center

How much time will be needed? Meeting date requested:

5 minutes

8/12/25

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:

Sheriff Tony Manu, Kristi Klauser

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

Commissioner Office Only:

Date: 8/12/25 Time: _____



970 W. Cedar
Pocatello, Idaho 83201
Office (208) 233-3111
Fax (208) 233-3113

Bannock County
5800 S 5th Ave
Pocatello, Idaho 83204

July 28, 2025

Re: Tactical Garage

BID PROPOSAL

Install raised circular black rubber stair on treads and landing

TOTAL PRICE FOR ABOVE: \$4,627.00

OPTION #1

Install raised circular grey rubber floorins in upstairs storage room
With black rubber base

TOTAL PRICE FOR ABOVE: \$ 7,980.00

OPTION #2

Install Mazaik Lyrus flooring (same as classroom) in
upstairs storage room with black rubber base

TOTAL PRICE FOR ABOVE: \$ 3,875.00

Respectfully submitted,

Tiffany Frasure
Pro Builders, Inc

BANNOCK COUNTY COMMISSIONERS

Chairman

Commissioner

Commissioner

8/12/25

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



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Business Meeting Agenda Request Form

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

Requestor Name:

Teri Jones

Department:

Event Center

Requestor Email:

tjones@bannockcounty.us

Item(s) to be considered:

Youth Celebration Music Event *request for fee waiver.*

Date of meeting being requested:

08/12/2025

Time requested:

5 Minutes

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

Contract

Contract/Agreement Begin Date:

09/27/2025

Contract/Agreement End Date:

09/27/2025

List of additional attendees:

Scott Crowther, Chaney Nielsen, Teri Jones, Natalie Houghton



Office Hours: Monday thru Friday 8:00 a.m.
to 5:00 p.m., Closed Weekends and Holidays
Mailing Address: 10588 Fairgrounds Road,
Pocatello, Idaho 83201
Email: eventcenter@bannockcounty.us
Phone: 208-237-1340

Payment Received:	_____
Insurance Received:	_____
Permits Received:	_____
501(c) Received:	_____
RecDesk	Outlook Board
Spreadsheet	Reservation Listing

EVENT CENTER, WELLNESS COMPLEX AND FAIRGROUNDS CONTRACT

This is a request for facility reservation. Please complete all information. Incomplete information will result in a delay in the review of your contract. The information is requested to assist in the review and consideration of your request to rent a County facility. Historical users (using their original dates) have first priority. All other requests are on a first come – first served basis.

APPLICATION INFORMATION

- Company/Origination Name: (event host) Church of Jesus Christ of Latter day Saints
- Contact Name: (who will sign the contract) Natalie Houghton Title: member
- Mailing Address: 13716 W Trail Creek Rd
- City: Pocatello State: ID Zip Code: 83204
- Cell Phone: 208-401-6242 Email: natalie.houghton@gmail.com

EVENT INFORMATION

- Event Name: Youth Celebration - Music event Area Requested: Amphitheatre
- Event Description: Video event + music
- Event Date(s): September 27 Estimated Number of Attendees: 1000
- Event Start Time: 7 Event End Time: 10-11 pm
- Additional Set-Up or Tear Down Days (If needed): none
- Paid Admission Event: YES _____ NO Cost _____ Event Open to the Public: YES NO _____
- 501(c)(3): YES _____ NO _____ Non-Profit Name: Church Tax ID #: _____
- Will Alcohol Be Served/Consumed? YES _____ NO (If yes, county permit (\$20) must be provided and present at event)

THE COUNTY SHALL:

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

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

Use reasonable safeguards against fire, theft, and accidents, but does not assume any liability for damages to goods or property of the Applicant from fire, theft, water or storm, or any liability for accidents to persons or property caused under, or by virtue of the apparitions of Lessee under this contract.

Have a lien upon any and all property stored, used or located upon the leased space, or elsewhere upon the fairgrounds by the Lessee for any and all damages sustained by the breach of this contract or otherwise caused by the Applicant, and shall have the right to restrain such property or any part of it without process of law, and may appropriate any or all such as its own to satisfy and such claim.

Reserve the right to all food concession, unless otherwise permitted. If additional vendors are permitted menu must not compete with menu of fixed site.

THE APPLICANT SHALL:

Obtain approval for erection of buildings, tents, enclosures, structures and signs outdoor from County.

Not nail, drill, paint, or do anything to change appearance of the walls. Do not use tape on concrete.

Remove all temporary structures, forms, booths, etc. within twenty-four (24) hours after termination of lease. Items left after that time become the property of the County, to make such disposition as they shall see fit.

Not do any additional electrical wiring without permission of County.

Not permit any ale, beer or intoxicating liquor of any kind to be consumed by the Applicant, his employees, agents or guests without proper permit.

Collect fees for the RV rental spaces at \$35.00/\$45.00 per space, per day and turn the rental fees collected, into the office at the conclusion of the event.

Comply fully with all laws and ordinances of the Bannock County Fire Protection District #1.

Agrees to furnish security at its own expense as is deemed necessary for protection of valuable displays and buildings during the event day and night.

Applicant agrees to furnish the County a Certificate of Insurance naming Bannock County and agents as additionally insured in a \$1,000,000.00 combined single limit policy, such policy being delivered to Event Center Office ten (10) days prior to move in time.

Applicant shall provide a security deposit as indicated on the fee schedule, payable when reservation for facility is taken and contract signed. Payment will be held as a security binding. Deposit will be refunded if notification of cancellation is received thirty (30) days prior to event or upon final inspection of facilities, provided there has been no damage and facility is returned in same condition as received. (Clean)

The Lessee will pay the building/grounds rental fees thirty (30) days prior to the event (unless other arrangements are made prior to the event) in the amount of: \$ 2,500 (see attached page for fee schedule).

Request a fee waiver

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

Bannock County Commissioners

BANNOCK COUNTY

_____ Date 8/12/25
Jeff Hough, Chairman

_____ Date 8/12/25
Ernie Moser, Commissioner

By: _____ Date _____

_____ Date 8/12/25
Ken Bullock, Commissioner

A. The terms of this contract shall commence and be binding upon the parties when the last signature is affixed to this contract, and final approval and granting of the application is made by the Bannock County Commissioners. No use of County facilities or grounds shall take place in the absence of approval. The terms of this contract shall remain in full force and effect until all obligations are fully performed or it is terminated as provided herein.

B. A fee as set by the Bannock County Commissioners, including but not limited to additional security, shall be paid by Applicant for the use of facilities and/or grounds. If waiver or reduction of fees has been requested, this must be approved by the Bannock County Commissioners and Applicant must comply with such terms set by the Board.

C. Applicant shall use only those parts of the facilities and/or grounds applied for and essential for the use. Applicant's use of facilities and grounds shall occur only with the agreement and acquiescence of the Bannock County Commissioners and take place in such a manner as shall not interfere with the use of building and grounds by the County or other users.

D. Applicant is responsible for and shall pay to repair all damage caused by its employees, volunteers, agents, participants or invitees to any fixtures, equipment, facilities and/or grounds as a result of the use.

E. Applicant shall clean, if necessary, all areas of any facilities and/or grounds which are used pursuant to this Agreement and shall leave the building(s) and/or grounds in the state it was prior to the commencement of the use. Failure of Applicant to clean areas of the buildings and/or grounds to the satisfaction of the County shall result in an assessment of costs or loss of deposit to Applicant for any necessary cleaning. The County reserves the right to request and receive an appropriate security and or cleaning deposit from Applicant if deemed necessary. Costs for any repairs or cleaning required may be deducted from said deposit.

F. Applicant agrees that the use of County buildings and grounds shall be in accord with any applicable state, local or federal law or regulation.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

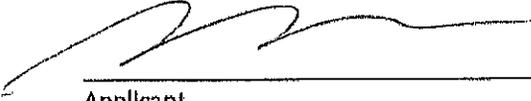
X. Termination. This Agreement may be terminated by either party at any time for failure of another party to comply with the terms and conditions of this Agreement; by Bannock County with fifteen (15) days' prior written notice to other parties; or upon mutual written agreement by all parties.

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

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

6-3-25

Date



Applicant

Natalie Houghton

Print Name

ADDITIONAL EVENT INFORMATION

EVENT NAME: Youth Celebration

DATE: September 27

TIME OF EVENT: 7-10(11)

AREA: Amphitheatre

ADDITIONAL EVENT DETAILS:
This is a Pocatello area youth church event. Youth
ages 11-17 are invited. We will have a video +
have music after.

SPECIAL SET UP INSTRUCTIONS:

NOTES/DRAWINGS:

BANNOCK COUNTY COMMISSIONERS

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



ERNE MOSER
 Commissioner
 1st District

JEFF HOUGH
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Business Meeting Agenda Request Form

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Requestor Name:

Teri Jones

Department:

Event Center

Requestor Email:

tjones@bannockcounty.us

Item(s) to be considered:

approval of PVSC United Soccer contract

Date of meeting being requested:

08/12/2025

Time requested:

5 Minutes

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

Contract

Contract/Agreement Begin Date:

03/01/2026

Contract/Agreement End Date:

10/31/2028

List of additional attendees:

Scott Crowther, Chaney Nielsen, Teri Jones, Mary Keller, Jason Wardle, Cortney Lew, Kevin McArthur, E

Bannock County Event Center Rental Agreement

This Rental Agreement is made by and between Bannock County, a political subdivision of the State of Idaho (hereinafter referred to as "BANNOCK COUNTY") and PVSC United Soccer (hereinafter referred to as "PVSC"), a Non-Profit Corporation.

THE PARTIES AGREE TO THE FOLLOWING TERMS AND CONDITIONS:

1. **NAME OF EVENT:** PVSC United Soccer
2. **TERM OF AGREEMENT:** PVSC will abide by all contractual agreements and requirements. This agreement shall be effective for a period of three (3) years from 2026 through 2028 with a 3 percent fee increase each year. PVSC shall give proper notice of the 2027 and 2028 event dates within a reasonable time when they become known, but no later than eight (8) months prior to the start date of the Event.

Monday through Friday 4:00 PM - 8:00 PM

SPRING: March 1, 2026 - June 15, 2026
 FALL: August 10, 2026 - October 31, 2026

TOURNAMENT: April 22-26, 2026

Saturdays 8:00 AM – 7:00 PM

SPRING: March 7, 2026 - June 13, 2026
 FALL: August 15, 2026 - October 31, 2026

3. **RAIN DAYS:** Rain days will be rescheduled as soon as possible and approved based on calendar availability. The Director, Operations Manager, and Event Coordinator to approve rescheduled days.
4. **PAYMENT:** The amount of \$ will be paid to the Bannock County Event Center for 2026. Payment will be made in two (2) installments. The first payment will be \$ and will be due on or before March 1, 2026. The second payment will be \$ and will be due on or before August 1, 2026.

The Bannock County Event Center will receive \$ for 2027. The payment will be made in two (2) installments: the first payment will be \$ and will be due on or before March 1, 2027, and the second payment will be \$ and will be due on or before August 1, 2027.

The amount of \$ [REDACTED] will be paid to the Bannock County Event Center for 2028. Payment will be made in two (2) installments. The first payment will be \$ [REDACTED] and will be due on or before March 1, 2028. The second payment will be \$ [REDACTED] and will be due on or before August 1, 2028.

5. **FACILITIES:** This contract covers usage of the following Bannock County facilities: Bannock Soccer Complex Fields 1-8, Wellness Complex Fields 9-14, and Championship Field, Bannock County Bathrooms, and Pavilion 2. (User Fee is included).

6. **SPONSORSHIPS:** BANNOCK COUNTY recognizes the right of PVSC to obtain and display Sponsorships for this Event. No discriminatory, vulgar, or offensive advertising of any kind shall be permitted on Bannock County property. Additionally, BANNOCK COUNTY has current and ongoing independent sponsorships displayed in certain areas of the Facilities to be used. PVSC shall in no way obstruct or hinder from view any sponsorships BANNOCK COUNTY may currently have displayed at the time of the Event.

7. **FOOD TRUCKS/VENDORS:** PVSC will be allowed to have up to three (3) food trucks/vendors. Food trucks/vendors will be required to have all certified inspections BEFORE entering onto the property of Bannock County, this includes but is not limited to a fire inspection, an electrical inspection, and a Food Safety certification provided by Southeastern Idaho Public Health. Food trucks/vendors will be responsible for all inspection costs and will report said documents and fees to the BANNOCK COUNTY staff BEFORE the event. PVSC will be accountable for the coordination of all aspects of potential food trucks/vendors. NOTE: Food trucks/vendors will not be allowed to park on BANNOCK COUNTY'S grass areas, but only in designated areas approved by the BANNOCK COUNTY staff.

8. **VOLUNTEERS:** PVSC has volunteers clean the fields every week, including picking up rocks and dog poop on the fields. In the Spring, PVSC and Pocatello High School work together and do a full clean-up of the Bannock fields.

9. **INSURANCE:** PVSC shall provide a Certificate of Liability Insurance naming BANNOCK COUNTY and agents as additionally insured in a \$1 combined single limit policy, which shall be delivered to the Bannock County Event Center Office ten (10) days prior to the Event.

10. **HAZARDOUS ACTIVITY:** PVSC recognizes that this Event has activities that carry inherent risk or injury, property destruction, or death. As such, PVSC shall obtain waivers and/or releases of liability from any and all participants in the activities. Said waivers shall contain, at a minimum, language contained in Paragraph 10(a). Said waivers are subject to the approval of BANNOCK COUNTY prior to use of the

Facilities. Copies of signed waivers shall be provided to BANNOCK COUNTY upon request. This requirement does not, in any way, abrogate the requirement for indemnification contained herein, abrogate the invocation of sovereign immunity herein, eliminate the requirement by the County for proof of sufficient insurance, nor abrogate any defenses or immunities provided by law.

- a. PVSC shall have participants sign a release and discharge of Bannock County, its elected and appointed officials, and employees and agents from all actions, causes of action, damages, claims or demands for all known or unknown personal injuries, property damage or death resulting from or arising out of any participation in the above described activity or event.
11. **WARRANTIES:** There are no express or implied warranties provided by BANNOCK COUNTY. PVSC, in executing this agreement, is relying upon its own judgment, information, and inspection of the property.
 12. **ENTRY BY BANNOCK COUNTY:** BANNOCK COUNTY shall have the right to enter the Facilities at any time to examine the same and determine proper use and compliance with this Agreement.
 13. **ASSIGNMENT OR SUBLETTING PROHIBITED:** PVSC shall not assign this rental agreement nor sublet the whole or any part thereof without the written consent of BANNOCK COUNTY, except as authorized in this agreement in Paragraph 7, Vendors.
 14. **TERMINATION:** That outside of a termination for breach of contract, either party may terminate the contract with written 90 days' notice to the other party. In the event of such breach, and prior to terminating, the party alleging any breach must notify the other party, in writing, and state the nature of the breach, giving the breaching party an opportunity to cure. Except as may be otherwise provided in this Agreement, such breach by either party will result in the other party being responsible to reimburse the non-defaulting party for all costs incurred directly as a result of the breach of this Agreement, and shall be subject to such damages as may be allowed by law including all attorneys' fees and costs of enforcing this Agreement.
 15. **GOOD FAITH:** BANNOCK COUNTY and PVSC shall continue to engage in good-faith communication and negotiation during the term of this agreement to help keep costs low for use by PVSC, while also contemplating the actual costs to BANNOCK COUNTY.
 16. **ENTIRE AGREEMENT:** This is the entire agreement of the parties and can only be modified or amended in writing by the parties.
 17. **ATTORNEY FEES:** If action is brought to enforce the terms or provisions of this lease, to enforce forfeiture for default, or to collect damages for breach, the prevailing party in

such action shall be entitled to recover from the losing party reasonable attorney fees together with costs authorized by law.

- 18. **NOTICES:** Any notice required under this Agreement may be served upon BANNOCK COUNTY by hand delivery or USPS First-Class Mail, to Bannock County Event Center Office at 10588 Fairgrounds Road, Pocatello, ID 83201, and any notice may be served upon PVSC by hand delivery or USPS First-Class Mail to PVSC, United Soccer, Cristie Stone, 181 Jefferson, Pocatello, Idaho 83201 .Service of a notice by US Mail shall be deemed complete upon the date of the postmark by US Mail. Either party may change the address for services of notice by written notice to the other party.

DATED this August 12th 2025.

BANNOCK COUNTY

_____ Date _____
 Scott Crowther, Event Director

BANNOCK COUNTY BOARD OF COMMISSIONERS

_____ Date Aug. 12, 2025
 Jeff Hough, Chairman

_____ Date Aug. 12, 2025
 Ernie Moser, Commissioner

_____ Date Aug. 12, 2025
 Ken Bullock, Commissioner

BANNOCK COUNTY COMMISSIONERS

624 E. Center, Pocatello, ID 83201
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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:

Alisse Foster

Department:

Planning and Development

Requestor Email:

alissef@bannockcounty.gov

Item(s) to be considered:

Westfield Estates Division 6:

Review for approval of construction bond.

Review for approval of monument bond.

Review for approval final plat.

Date of meeting being requested:

08/12/2025

Time requested:

10 Minutes

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

Contract

Contract/Agreement Begin Date:

08/12/2025

Contract/Agreement End Date:

10/31/2025

List of additional attendees:

Alisse Foster , Hal Jensen, Tristan Bourquin



PLANNING AND DEVELOPMENT SERVICES

5500 S 5th Ave | Pocatello, Idaho 83204 | 208.236.7230 | www.bannockcounty.gov

FINAL PLAT– WESTFIELD ESTATES DIVISION 6 STAFF MEMO

FILE #: SFP-25-5
LOCATION: RPR3853006605, currently unaddressed and RPRRWE4000500, currently addressed as 11824 Devonshire Drive, Chubbuck, ID 83202.

SURVEYOR:	OWNER:	
Sunrise Engineering	Rio Vista Land LLC	Colter and Shanel Sears
Matt Baker	158 S. Main Street	11824 Devonshire Drive
600 E. Oak Street	Pocatello, ID 83204	Chubbuck, ID 83202
Pocatello, ID 83201		

REQUEST & BACKGROUND: David Assan proposes to subdivide approximately 7.15 acres of land into 13 lots. The proposal includes a replat of Lot 9, Block 3 of Westfield Estates Division 4. The development proposes City of Chubbuck water and sewer. There will be 13 buildable lots between 0.45 and 0.58 acres in size. This subdivision is located ~ 0.47 miles from the city of Chubbuck boundary.

FINAL PLAT PROCESS SUMMARY:

PRE-DEVELOPMENT CONFERENCE: (SUPD-21-6) Department approval letter dated July 19, 2021.

CONCEPTUAL/MASTER PLAN: (SCP-24-8) Approved by Bannock County Planning and Development Council on January 15, 2025. Conditions placed by Council have been reviewed and met.

PRELIMINARY PLAT: (SPP-25-2) Approved by Bannock County Planning and Development Council on March 19, 2025. Conditions placed by Council have been reviewed and met.

SURVEYOR PLAT REVIEW/FINAL PLAT REVIEW: (SFP-25-5) Reviewed and approved by Stewart Ward on June 19, 2025. Final plat and construction plans were reviewed by Bannock County Road and Bridge, Bannock County Planning and Development, and Paul Bastian.

REPORT BY:
Alisse Foster, Subdivision Planner
alissef@bannockcounty.gov

MEMO DATE: August 7, 2025

EXHIBIT:
1. Plat

AGREEMENT TO COMPLETE WORK

Date: July 22, 2025
Developer: Rio Vista Development LLC
Subdivision: Westfield Estates Division 6

The applicant hereby bonds with Bannock County in the amount of **\$271,472.00** to ensure completion of the work described below, **the efforts associated with Final Platting, the County Reviewing Surveyor's Review**, and related to SFP-25-5.

DESCRIPTION OF WORK:

Complete the setting of interior monuments as outlined on the plat provided in Bannock County Permit#SFP-25-5 and outlined in the bonding cost estimate letter. Cost for the items to be completed are attached hereto; therefore, are part of this agreement.

The applicant agrees that if the work is not completed on or before October 31, 2025, the County may use the bond amount to complete the work or hire a third party to complete the work.

If the work is completed by the applicant, or a third party hired by the applicant, on or before above expiration the County will return the bond amount to the applicant within 60 days of the notice by the applicant of completed work.

If the County or a third party completes the work, any unused funds, will be returned to the applicant within 60 days of completed work. If the County performs the work or any portion of it, the County may subtract labor costs from the bond amount, in addition to other expenses necessary to complete the work.

Applicant Name: Rio Vista Development LLC

Applicant Signature:  **Date:** 7/23/25

Name, Address, and phone number of person to whom any funds are to be returned:

Name: Rio Vista Development LLC attn Tanner Stenquist

Address: 158 S Main Street

Pocatello, ID 83204

Phone number: (208) 970-6696

This section is to be completed by Bannock County.

RECEIVED BY BANNOCK COUNTY OFFICE OF PLANNING & DEVELOPMENT SERVICES:

CERTIFIED/CASHIER CHECK(S) _____

OR Letter of Credit ^{and}
~~CERTIFICATE OF DEPOSIT~~ MADE TO Bannock County

AMOUNT OF PAYMENT \$ 271,472.00

QUOTE AMOUNT \$ 271,472.00

RECEIVED BY Alisse Foster

SIGNATURE [Signature] DATE 8-7-2025

Approval of Contract:

Bannock County Commissioner

8/12/2025
Date

Westfield Estates Subdivision

Division 6

Engineer's Opinion of Probable Construction Costs



Print Date 7/22/2025

Description: This project will construct utilities and roadway pavement for the subdivision

1.0 CONSTRUCTION COSTS

Item #	Description	Quantity	Unit	Unit Cost*	Total Cost
Division 700 - Concrete					
1	Standard Ribbon Curb	1,871	SF	\$28.00	\$52,388
2	ADA Pedestrian Ramp	2	EA	\$2,500.00	\$5,000
Division 800 - Aggregates and Asphalt					
3	Plant Mix Pavement	36,381	SF	\$5.00	\$181,905
Division 2000 - Miscellaneous					
4	Road Signs	1	LS	\$1,500.00	\$1,500
5	Material Testing	1	LS	\$6,000.00	\$6,000
Construction Total					\$246,793

Total Construction Cost \$246,793

Total Remaining Amount Rio Vista Development LLC. is responsible on Project \$246,793

Bond Amount Required for remaining work (110%) \$271,472

Payment and Performance Bond Amount \$271,472

Bond percentage of outstanding work **110%**

Completion for Remaining Work is Scheduled for October 31st, 2025.

I hereby certify that this document reflects the Engineer's Opinion of Probable Cost on the remaining work for the Westfield Estates Div. 6 after installation of utilities as of July 22, 2025.

A handwritten signature in blue ink, appearing to read "David Assan". The signature is stylized and cursive.

David Assan, PhD, P.E.
Idaho PE License # 21061

AGREEMENT TO COMPLETE WORK

Date: July 22, 2025
Developer: Rio Vista Development LLC
Subdivision: Westfield Estates Division 6

The applicant hereby bonds with Bannock County in the amount of **\$2,000.00** to ensure completion of the work described below, **the efforts associated with Final Platting, the County Reviewing Surveyor’s Review**, and related to **Permit #SFP-25-5**.

DESCRIPTION OF WORK:

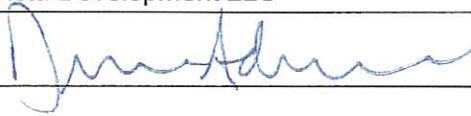
Complete the setting of interior monuments as outlined on the plat provided in Bannock County Permit SFP-25-5 and outlined in the bonding cost estimate letter. Cost for the items to be completed are attached hereto; therefore, are part of this agreement.

The applicant agrees that if the work is not completed on or before October 31, 2025, the County may use the bond amount to complete the work or hire a third party to complete the work.

If the work is completed by the applicant, or a third party hired by the applicant, on or before above expiration the County will return the bond amount to the applicant within 60 days of the notice by the applicant of completed work.

If the County or a third party completes the work, any unused funds, will be returned to the applicant within 60 days of completed work. If the County performs the work or any portion of it, the County may subtract labor costs from the bond amount, in addition to other expenses necessary to complete the work.

Applicant Name: Rio Vista Development LLC

Applicant Signature:  **Date:** 7/23/25

Name, Address, and phone number of person to whom any funds are to be returned:

Name: Rio Vista Development LLC attn Tanner Stenquist

Address: 158 S Main Street

Pocatello, ID 83204

Phone number: (208) 970-6696

This section is to be completed by Bannock County.

RECEIVED BY BANNOCK COUNTY OFFICE OF PLANNING & DEVELOPMENT SERVICES:

CERTIFIED/CASHIER CHECK(S) _____

OR Letter of Credit ^{or} _____

~~CERTIFICATE OF DEPOSIT~~ MADE TO Bannock County _____

AMOUNT OF PAYMENT \$ 2,000.00 _____

QUOTE AMOUNT \$ 2,000.00 _____

RECEIVED BY Alisse Foster _____

SIGNATURE [Signature] _____ DATE 8-7-2025 _____

Approval of Contract:

Bannock County Commissioner

8/12/2025
Date

Westfield Estates Subdivision

Division 6

Engineer's Opinion of Probable Construction Costs



Print Date 7/22/2025

Description: This project will construct utilities and roadway pavement for the subdivision

1.0 CONSTRUCTION COSTS

Item #	Description	Quantity	Unit	Unit Cost*	Total Cost
Division 2020 - Survey Monuments					
1	Field Monumentation	1	LS	\$1,600.00	\$1,600
Construction Total					\$1,600

Total Construction Cost \$1,600

Total Remaining Amount Rio Vista Development LLC. is responsible on Project \$1,600

Bond Amount Required for Monumentation (120%) \$1,920

Payment and Performance Bond Amount \$2,000

Bond percentage of outstanding work 125%

Completion for Monumentation is Scheduled for October 31st, 2025.

I hereby certify that this document reflects the Engineer's Opinion of Probable Cost on the Monumentation work for the Westfield Estates Div. 6 as of July 22, 2025.

A handwritten signature in blue ink that reads "David Assan".

David Assan, PhD, P.E.
Idaho PE License # 21061

WESTFIELD ESTATES - DIVISION 6

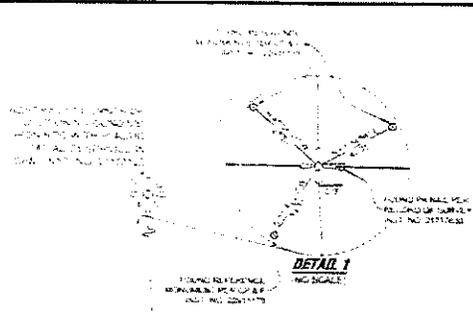
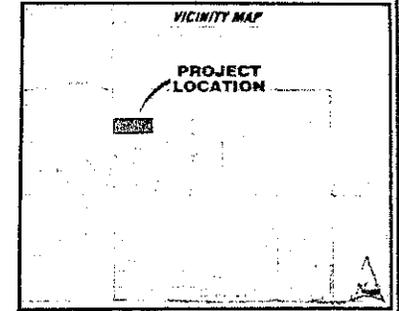
LOCATED IN THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 5,
TOWNSHIP 6 SOUTH, RANGE 34 EAST, BOISE MERIDIAN, BANNOCK COUNTY, IDAHO

CURVE TABLE

#	RADIUS	Δ	ARC LENGTH	TANGENT	CHORD BEARING	CHORD DISTANCE
C1	152.50'	28°22'54"	102.45'	50.24'	N 70°13'40" E	100.53'
C2	55.00'	286°41'57"	269.44'	48.58'	S 60°31'07" E	70.20'
C3	21.00'	50°20'43"	18.45'	9.97'	S 65°21'15" E	17.86'
C4	01.00'	109°22'43"	18.45'	9.87'	S 64°17'01" W	17.86'
C5	126.00'	94°03'21"	187.56'	126.22'	N 44°11'43" E	177.63'
C6	152.50'	50°22'54"	138.58'	74.41'	N 24°50'59" E	133.86'

LINE TABLE

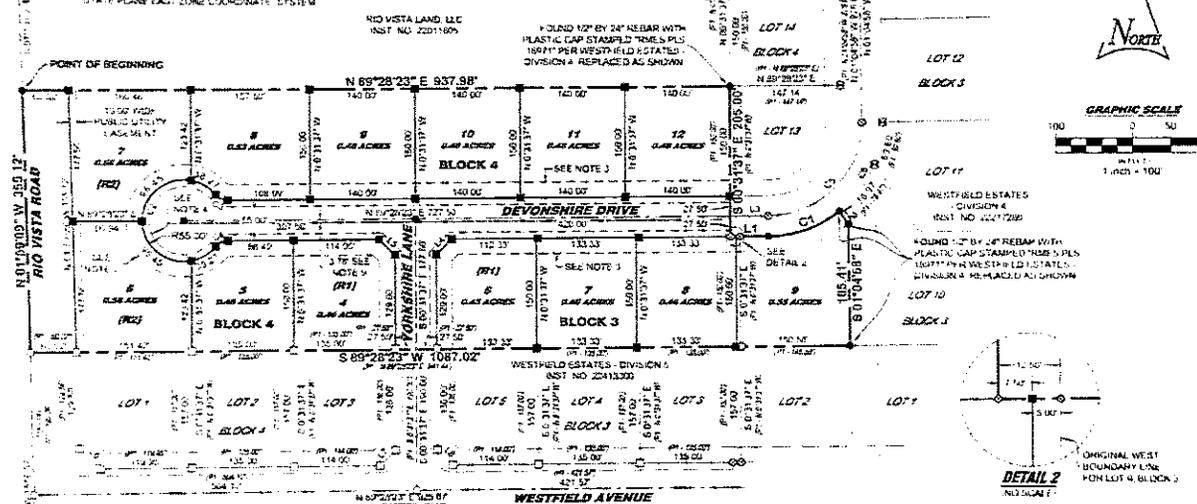
#	BEARING	DISTANCE	MARKER
L1	N 88°28'27" E	50.74'	PI 1002521
L2	S 42°10'30" E	21.29'	PI 1002522, PI 1002523
L3	N 89°10'02" E	50.14'	PI 1002524, PI 1002525
L4	S 44°28'23" W	29.70'	PI 1002526, PI 1002527
L5	N 45°11'37" W	24.70'	PI 1002528, PI 1002529
L6	S 48°15'23" E	39.34'	PI 1002530, PI 1002531
L7	N 44°20'12" E	29.70'	PI 1002532, PI 1002533
L8	S 45°11'37" E	29.70'	PI 1002534, PI 1002535



BASIS OF BEARINGS

THE BASIS OF BEARINGS WAS ASSUMED TO BE A LINE OF ABUTMENT BETWEEN THE WEST 1/4 CORNER AND THE INTERSECTION CORNER OF SECTION 5, TOWNSHIP 6 SOUTH, RANGE 34 EAST, BOISE MERIDIAN, BANNOCK COUNTY, IDAHO. THIS LINE IS THE CENTRAL MERIDIAN OF IDAHO. PLATE PLANS EAST LONG CORONARIS 171075W.

EXISTING TEMPORARY EASEMENT FOR VEHICLE TURN AROUND AND MAINTENANCE OF PUBLIC UTILITIES RECORDED UNDER DIST. NO. 20210397.



SURVEYOR'S NARRATIVE AND NOTES

1. THE PURPOSE OF THIS SURVEY IS TO DIVIDE THIS 1/4 SECTION INTO FIFTEEN (15) LOTS FOR RESIDENTIAL DEVELOPMENT.
2. THE EAST BOUNDARY LINE IS DETERMINED TO FOLLOW ALONG THE WEST BOUNDARY LINES OF WESTFIELD ESTATES - DIVISION 4 (DIST. NO. 20210397). THE SOUTH BOUNDARY LINE WAS DETERMINED TO FOLLOW ALONG THE NORTH BOUNDARY LINE OF WESTFIELD ESTATES - DIVISION 5 (DIST. NO. 20210397). THE WEST BOUNDARY LINE WAS DETERMINED TO FOLLOW ALONG THE WEST LINE OF SECTION 5. THE NORTH BOUNDARY LINE IS A NEW DEMONSTRATION.
3. PUBLIC UTILITIES ALONG DEVONSHIRE DRIVE AND BRIGHTON LANE ARE 10.00' WIDE AND ARE FOR PUBLIC UTILITIES. DRAINAGE SWALES AND WINDWAY EASEMENTS ALONG DEVONSHIRE DRIVE AND BRIGHTON LANE ARE 10.00' WIDE AND ARE FOR PUBLIC UTILITIES. PLUMBING AND ELECTRICAL EASEMENTS ALONG DEVONSHIRE DRIVE AND BRIGHTON LANE ARE 10.00' WIDE AND ARE FOR PUBLIC UTILITIES. THE AREA BETWEEN THE ROAD SWALES AND THE ADJACENT BOUNDARY LINES OF WESTFIELD ESTATES - DIVISION 5 IS TO BE MAINTAINED BY THE HOMEOWNERS' ASSOCIATION PER THE RECORDED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS IDENTIFIED ON LIST 2 OF 2 OF THIS PLAT.
4. LOTS 1 AND 2 OF BLOCK 1 AND LOTS 1 AND 2 OF BLOCK 2 ARE RESTRICTED FROM DIRECT VEHICULAR ACCESS OFF OF DEVONSHIRE DRIVE AND MUST USE YORKSHIRE DRIVE FOR VEHICULAR ACCESS.
5. LOTS 3 AND 4 OF BLOCK 1 AND LOTS 3 AND 4 OF BLOCK 2 ARE RESTRICTED FROM DIRECT VEHICULAR ACCESS OFF OF RIO VISTA ROAD AND MUST USE DEVONSHIRE DRIVE FOR VEHICULAR ACCESS.
6. THIS SURVEY IS BEING PERFORMED TO ACCURATELY ADJUST THE WEST BOUNDARY LINE TO CORRECT TO BEAT.
7. THE SURVEY IS BEING PERFORMED TO CORRECT THE WEST BOUNDARY LINE TO CORRECT TO BEAT.
8. THE SURVEY IS BEING PERFORMED TO CORRECT THE WEST BOUNDARY LINE TO CORRECT TO BEAT.
9. THE SURVEY IS BEING PERFORMED TO CORRECT THE WEST BOUNDARY LINE TO CORRECT TO BEAT.
10. THE SURVEY IS BEING PERFORMED TO CORRECT THE WEST BOUNDARY LINE TO CORRECT TO BEAT.
11. THE SURVEY IS BEING PERFORMED TO CORRECT THE WEST BOUNDARY LINE TO CORRECT TO BEAT.
12. THE SURVEY IS BEING PERFORMED TO CORRECT THE WEST BOUNDARY LINE TO CORRECT TO BEAT.
13. THE SURVEY IS BEING PERFORMED TO CORRECT THE WEST BOUNDARY LINE TO CORRECT TO BEAT.
14. THE SURVEY IS BEING PERFORMED TO CORRECT THE WEST BOUNDARY LINE TO CORRECT TO BEAT.
15. THE SURVEY IS BEING PERFORMED TO CORRECT THE WEST BOUNDARY LINE TO CORRECT TO BEAT.



COUNTY RECORDER'S CERTIFICATE

WESTFIELD ESTATES - DIVISION 6

LOCATED IN THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 5, TOWNSHIP 6 SOUTH, RANGE 34 EAST, BOISE MERIDIAN, BANNOCK COUNTY, IDAHO



REVISIONS	DATE	BY	REASON

WESTFIELD ESTATES - DIVISION 6

LOCATED IN THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 5,
TOWNSHIP 6 SOUTH, RANGE 34 EAST, BOISE MERIDIAN, BANNOCK COUNTY, IDAHO

BOUNDARY DESCRIPTION

A PARCEL OF LAND LOCATED IN THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 5, TOWNSHIP 6 SOUTH, RANGE 34 EAST, BOISE MERIDIAN, BANNOCK COUNTY, IDAHO, IS DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SECTION 5, POINT BEING MONUMENTED BY A 6" IRON ROD WITH PLASTIC CAP AS DESCRIBED IN CORNER PERPETUATION & FILING INSTRUMENT 21181 IN THE OFFICIAL RECORDS OF BANNOCK COUNTY.

THENCE SOUTH 11°17'57" EAST ALONG THE WEST LINE OF SECTION 5 A DISTANCE OF 742.30 FEET TO THE POINT OF BEGINNING

THENCE NORTH 89°28'27" EAST LEAVING THE WEST LINE OF SECTION 5, A DISTANCE OF 410.16 FEET TO A POINT ON THE WEST BOUNDARY LINE OF WESTFIELD ESTATES - DIVISION 4 (RECORD INSTR. NO. 2217286)

THENCE SOUTH 0°31'07" EAST, FOLLOWING ALONG THE WEST BOUNDARY LINES OF SAID WESTFIELD ESTATES - DIVISION 4 A DISTANCE OF 205.06 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF DEVONSHIRE DRIVE.

THENCE NORTH 89°19'37" EAST, ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE OF DEVONSHIRE DRIVE A DISTANCE OF 50.15 FEET TO A POINT OF TANGENCY WITH A 152.14 FOOT RADIUS CURVE WHOSE CENTER BEARS NORTH 00°31'37" WEST.

THENCE FOLLOWING ALONG SAID CURVE IN A COUNTER-CLOCKWISE DIRECTION THROUGH A CENTRAL ANGLE OF 38°29'27" FOR AN ARC LENGTH OF 102.45 FEET (THE CHORD OF SAID CURVE BEARS NORTH 70°14'40" EAST A DISTANCE OF 100.53 FEET) TO A POINT OF NON-TANGENCY.

THENCE SOUTH 33°18'36" EAST LEAVING SAID SOUTHERLY RIGHT-OF-WAY LINE OF DEVONSHIRE DRIVE, A DISTANCE OF 21.95 FEET.

THENCE SOUTH 01°04'58" EAST A DISTANCE OF 186.41 FEET.

THENCE SOUTH 89°28'27" WEST, FOLLOWING ALONG THE NORTH BOUNDARY LINE OF WESTFIELD ESTATES - DIVISION 6 (RECORD INSTR. NO. 22413900), A DISTANCE OF 1067.62 FEET TO A POINT ON THE WEST LINE OF SECTION 6.

THENCE NORTH 01°19'07" WEST, LEAVING THE NORTH BOUNDARY LINE OF WESTFIELD ESTATES - DIVISION 6 AND FOLLOWING THE WEST LINE OF SECTION 5, A DISTANCE OF 355.12 FEET TO THE POINT OF BEGINNING.

CONTAINING 8.16 ACRES, MORE OR LESS

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

ARE RECORDED AS INSTRUMENT NUMBER 22503726 AND ARE HEREBY MADE A PART OF THE PLAT

DEVELOPMENT AGREEMENT

THE CITY OF CHUBBUCK DEVELOPMENT AGREEMENT RECORDED UNDER INSTRUMENT NO. 22007012 IS HEREBY MADE PART OF THE PLAT

COUNTY VARIANCE

BANNOCK COUNTY VARIANCE IS RECORDED UNDER INSTRUMENT NO. 22127540

PROVIDE MUNICIPAL UTILITIES & CONSENT OF ANNEXATION AGREEMENT

THE CITY OF CHUBBUCK PROVIDE MUNICIPAL UTILITIES & CONSENT OF ANNEXATION AGREEMENT RECORDED UNDER INSTRUMENT NO. 22005584 IS HEREBY MADE A PART OF THE PLAT

INTERIOR MONUMENT COMPLETION CERTIFICATE

PURSUANT TO THE REQUIREMENTS OF I.C. 50-1311 THROUGH 50-1333, I, MATTHEW S. BAKER, THE SURVEYOR FOR THIS SUBDIVISION PLAT, HEREBY CERTIFY THAT THE INTERIOR MONUMENTS AS SHOWN ON THIS PLAT SHALL BE SET IN ACCORDANCE WITH THE REQUIREMENTS OF I.C. 50-1303 ON OR BEFORE ONE (1) YEAR AFTER THE RECORDING DATE.

SURVEYOR'S CERTIFICATE

MATTHEW S. BAKER, SURVEYOR, DO HEREBY CERTIFY THAT I AM A LICENSED SURVEYOR FOR THE STATE OF IDAHO, DO HEREBY CERTIFY THAT A SURVEY WAS MADE UNDER MY DIRECTION OF THE PREMISES DESCRIBED IN THE BOUNDARY DESCRIPTION AND SHOWN ON THIS PLAT UPON WHICH THIS CERTIFICATION APPEARS. I FURTHER CERTIFY THAT THIS PLAT WAS PREPARED UNDER MY DIRECTION AND THAT THE MEASUREMENTS AND CALCULATIONS WERE MADE WITH CARE AND ACCURACY AND THAT THE BOUNDARY DESCRIPTION OF THE STATE OF IDAHO TOGETHER WITH ALL LOCAL CORRECTIONS HAVE BEEN COMPLIED WITH.

Matthew S. Baker
MATTHEW S. BAKER
PROFESSIONAL LAND SURVEYOR
7/14/25
DATE

OWNER'S CERTIFICATE

KNOW ALL MEN BY THESE PRESENTS THAT THE UNDERSIGNED OWNER OF THE LAND DESCRIBED IN THE BOUNDARY DESCRIPTION HAS CAUSED THE SAME TO BE SUBDIVIDED INTO BLOCKS, LOTS AND STREETS AND DO HEREBY WARRANT AND SAVE THE COUNTY OF BANNOCK HARMLESS FROM ANY EXISTING EASEMENTS OR ENCUMBRANCES. IT IS THE INTENTION OF THE OWNER TO INCLUDE ALL OF THE LAND DESCRIBED IN THE BOUNDARY DESCRIPTION IN THIS PLAT. THE LOCATION AND THE DIMENSIONS OF THE BLOCKS, LOTS AND STREETS ARE TO BE AS SHOWN ON THE ACCOMPANYING MAP OF THE PROPERTY. THE STREETS ARE HEREBY DEDICATED TO THE PUBLIC. THE EASEMENTS SHOWN ARE GRANTED TO THE PUBLIC FOR PUBLIC UTILITIES, ROADWAY SLOPES, DRAINAGE OR FOR ANY OTHER USE DESIGNATED ON THE PLAT AND NO STRUCTURES OTHER THAN THOSE FOR SUCH UTILITY PURPOSES ARE TO BE ERECTED WITHIN THE LINES OF SAID EASEMENTS. LAND WITHIN THIS PLAT IS LOCATED WITHIN THE CITY OF CHUBBUCK AREA OF CITY IMPACT AND IS LOCATED WITHIN THE NORTHWEST SEWER INTERCEPTOR PROJECT AND IS ELIGIBLE TO CONNECT TO THE SEWER SYSTEM. THE SANITARY SEWER AND POTABLE WATER IMPROVEMENTS IN THIS PLAT ARE DEDICATED TO THE CITY OF CHUBBUCK AS CONDITION OF DEDICATION. THE LANDS WITHIN THIS PLAT AGREE TO AND CONSENTS TO ANNEXATION INTO THE CITY OF CHUBBUCK WHEN THE CITY OF CHUBBUCK CITY LIMITS HAVE EXPANDED TO THE POINT THEY ARE ADJACENT AND CONTIGUOUS TO THE SUBDIVISION.

IN WITNESS WHEREOF, THE OWNER DOES HEREUNTO SET HIS HAND

RO VISTA LAND, LLC

Dennis Adamson
DENNIS ADAMSON (MANAGING MEMBER)
RO VISTA LAND, LLC

Shanel J. Sears
SHANEL J. SEARS (OWNER LOT 9, BLOCK 3)

Shanel J. Sears
SHANEL J. SEARS (OWNER LOT 9, BLOCK 3)

ACKNOWLEDGMENT

STATE OF IDAHO, COUNTY OF BANNOCK

ON THIS 11 DAY OF July, IN THE YEAR 2025, BEFORE ME Myra Ruene
A NOTARY PUBLIC, PERSONALLY APPEARED DENNIS ADAMSON, KNOWN AND IDENTIFIED TO ME TO BE THE MANAGING MEMBER OF RO VISTA LAND, LLC THAT EXECUTED THE INSTRUMENT ON BEHALF OF SAID LIMITED LIABILITY COMPANY AND ACKNOWLEDGED TO ME THAT SUCH LIMITED LIABILITY COMPANY EXECUTED THE SAME.

Myra Ruene
NOTARY PUBLIC
RESIDING IN Bannock COUNTY, STATE OF IDAHO
MY COMMISSION EXPIRES 5 DAY OF Jun, 2030

MYRA RUENE
COMMISSION EXPIRES JUN 5, 2030
NOTARY PUBLIC
STATE OF IDAHO

ACKNOWLEDGMENT

STATE OF IDAHO, COUNTY OF BANNOCK

ON THIS 10 DAY OF July, IN THE YEAR 2025, BEFORE ME Elizabeth Cole
A NOTARY PUBLIC, PERSONALLY APPEARED COLTER SEARS, HUSBAND AND SHANEL J. SEARS, HUSBAND AND WIFE, KNOWN OR IDENTIFIED TO ME, TO BE THE OWNERS OF LOT 9, BLOCK 3 THAT EXECUTED THE INSTRUMENT ON BEHALF OF SAID LOT 9, BLOCK 3 AND ACKNOWLEDGED TO ME THAT SUCH EXECUTED THE SAME.

Elizabeth Cole
NOTARY PUBLIC
RESIDING IN Bannock COUNTY, STATE OF IDAHO
MY COMMISSION EXPIRES 30 DAY OF May, 2031

ELIZABETH COLE
NOTARY PUBLIC
IDAH0 05-30-2031
COMMISSION EXPIRES 05-30-2031

IRRIGATION WATER RIGHTS STATEMENT

LANDS WITHIN THIS PLAT ARE ENTITLED TO IRRIGATION WATER SUPPLIED BY THE DEPARTMENT OF THE INTERIOR, BUREAU OF INDIAN AFFAIRS POINT HALL IRRIGATION PROJECT. DELIVERY OF IRRIGATION WATER FROM THE PROJECT TO INDIVIDUAL LOTS HAS BEEN DONE IN COMPLIANCE WITH IDAHO CODE SECTION 31-3005 (b)

SANITARY RESTRICTIONS

SANITARY RESTRICTIONS AS REQUIRED BY IDAHO CODE, TITLE 50, CHAPTER 13 HAVE BEEN SATISFIED BASED ON DEPARTMENT OF ENVIRONMENTAL QUALITY REVIEW AND APPROVAL FOR THE DESIGN PLANS AND SPECIFICATIONS AND THE CONDITIONS IMPOSED ON THE DEVELOPER FOR CONTINUED SATISFACTION OF SANITARY RESTRICTIONS. WATER AND SEWER LINE HAVE BEEN COMPLETED AND SERVICE IS CERTIFIED AS AVAILABLE. SANITARY RESTRICTIONS MAY BE REIMPOSED, IN ACCORDANCE WITH SECTION 50-1302, IDAHO CODE, BY THE ISSUANCE OF A CERTIFICATE OF DISAPPROVAL.

DATE 7-22-25 HEALTH DISTRICT SIGNATURE *Patricia...*

CULINARY WATER

THIS SUBDIVISION SHALL RECEIVE WATER FROM THE EXISTING CITY OF CHUBBUCK MUNICIPAL WATER SYSTEM

CITY OF CHUBBUCK

THE SANITARY SEWER AND POTABLE WATER IMPROVEMENT IN THIS PLAT OF WHICH THIS CERTIFICATION APPEARS IS HEREBY APPROVED BY THE CITY OF CHUBBUCK, IDAHO, THIS 10 DAY OF August, 2025

Kevin England
KEVIN ENGLAND, MAYOR

Bridger Morrison
BRIDGER MORRISON P.E., CITY ENGINEER PE NO. 12510

BANNOCK COUNTY

THIS PLAT WAS DULY ACCEPTED AND APPROVED BY RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS ON THIS _____ DAY OF _____, 20__

JEFF HOUGH
(CHAIRMAN OF THE BOARD)

JASON DIXON
(COUNTY CLERK)

J. Paul Bastian
J. PAUL BASTIAN, P.E. PE NO. 7257
(REVIEWING COUNTY ENGINEER)

COUNTY REVIEWING SURVEYOR'S CERTIFICATE

I, ADAM J. THAYER, A LICENSED LAND SURVEYOR IN AND FOR BANNOCK COUNTY, IDAHO, DO HEREBY CERTIFY THAT I HAVE CHECKED THIS PLAT AND COMPUTATIONS SHOWN HEREON, AND HAVE DETERMINED THAT THE REQUIREMENT OF IDAHO CODE 50-1305 HAVE BEEN MET, AND I

APPROVE THE SAME FOR FILING THIS 7 DAY OF August, 2025

Adam J. Thayer
ADAM J. THAYER PLS NO. 19400
COUNTY REVIEWING SURVEYOR

COUNTY TREASURER'S CERTIFICATE

PURSUANT TO 50-1308, IDAHO CODE, I, JENNIFER CLARK, DO HEREBY CERTIFY THAT ALL COUNTY PROPERTY TAXES DUE ON THE PROPERTY BEING SUBDIVIDED BOTH DELINQUENT AND CURRENT, HAVE BEEN PAID IN FULL.

THROUGH _____

JENNIFER CLARK

DATE _____

COUNTY RECORDER'S CERTIFICATE

WESTFIELD ESTATES - DIVISION 6

LOCATED IN THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 5, TOWNSHIP 6 SOUTH, RANGE 34 EAST, BOISE MERIDIAN, BANNOCK COUNTY, IDAHO



REVISIONS	ADAM J. THAYER, LAND SURVEYOR
1	OFFICE WORK BY: ADAM J. THAYER
2	DATE: July 14, 2025
DRAWING: RO Vista Land Development LLC, 1144 S. Westbourne, Boise, ID 83725	
SCALE: 1" = 160 FEET PROJECT NO: 10485 SHEET 1 OF 2	

BANNOCK COUNTY COMMISSIONERS

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



ERNE MOSER
 Commissioner
 1st District

JEFF HOUGH
 Commissioner
 2nd District

KEN BULLOCK
 Commissioner
 3rd District

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 Klauser

Department:

Auditing

Requestor Email:

kristik@bannockcounty.us

Item(s) to be considered:

1) signature on opioid settlement ref #CL-1732786 Purdue Direct and 2) discuss approval to purchase YDC/EC building appliances, safe, and tv that has a not to exceed \$8,000

Date of meeting being requested:

08/12/2025

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:

New National Opioids Settlement: Purdue
Opioids Implementation Administrator
opioidsparticipation@rubris.com

Bannock County, ID
Reference Number: CL-1732786

TO LOCAL POLITICAL SUBDIVISIONS:

THIS PACKAGE CONTAINS DOCUMENTATION TO PARTICIPATE IN THE NEW NATIONAL OPIOIDS SETTLEMENT. YOU MUST TAKE ACTION IN ORDER TO PARTICIPATE.

Deadline: September 30, 2025

A new proposed national opioids settlement has been reached with Purdue (and certain of its affiliates) and the Sackler family. This *Participation Package* is a follow-up communication to the *Notice of New National Opioids Settlement* recently received electronically by your subdivision.

The proposed settlement is being implemented in connection with Purdue's bankruptcy proceedings, and consists of, among other things, a settlement of Purdue's claims against the Sacklers and certain other parties (referred to as the "Purdue Estate Settlement"), and settlements of direct claims against the Sacklers held by States, local governments and other creditors (collectively, the "Purdue Direct Settlement", and together with the Estate Settlement, the "Purdue Settlement"). The Purdue Direct Settlement for States and local governments is documented in the Governmental Entity and Shareholder Direct Settlement Agreement.

You are receiving this *Participation Package* because all eligible States and territories, including Idaho, are participating in the Purdue Direct Settlement.

This electronic envelope contains:

- The *Participation Form* for the Purdue Direct Settlement, including a release of any claims

The *Participation Form* must be executed, without alteration, and submitted on or before September 30, 2025, in order for your subdivision to be considered for initial participation calculations and payment eligibility under the Purdue Direct Settlement.

Based upon subdivision participation forms received on or before September 30, 2025, the subdivision participation rate will be used to determine whether participation is sufficient for the Purdue Settlement to move forward and whether a state earns its maximum potential payment under the Purdue Direct Settlement. If the Purdue Settlement moves forward and goes effective, your release will become

effective. If the Purdue Settlement does not move forward, that release will not become effective.

Any subdivision that does not participate in the Purdue Direct Settlement cannot directly share in the Purdue Direct Settlement funds, even if other subdivisions in the state are participating and sharing in those Purdue Direct Settlement funds. Any subdivision that does not participate may also reduce the amount of money for programs to remediate the opioid crisis in its state. Please note, a subdivision will not necessarily directly receive Purdue Settlement funds by participating; decisions on how Purdue Settlement funds will be allocated within a state are subject to intrastate agreements or state statutes.

You are encouraged to discuss the terms and benefits of the Purdue Settlement with your counsel, your Attorney General's Office, and other contacts within your state. Many states are implementing and allocating funds for the Purdue Settlement the same as they did for the prior opioids settlements but states may choose to treat the Purdue Settlement differently.

Information and documents regarding the Purdue Settlement, including a complete copy of the Governmental Entity and Shareholder Direct Settlement Agreement, and how it is being implemented in your state and how funds will be allocated within your state can be found on the national settlement website at <https://nationalopioidsettlement.com/purdue-sacklers-settlements/>. This website will be supplemented as additional documents are created.

How to return signed forms:

There are three methods for returning the executed *Participation Form* and any supporting documentation to the Implementation Administrator:

- (1) *Electronic Signature via DocuSign*: Executing the *Participation Form* electronically through DocuSign will return the signed form to the Implementation Administrator and associate your form with your subdivision's records. Electronic signature is the most efficient method for returning the *Participation Form*, allowing for more timely participation and the potential to meet higher settlement payment thresholds, and is therefore strongly encouraged.
- (2) *Manual Signature returned via DocuSign*: DocuSign allows forms to be downloaded, signed manually, then uploaded to DocuSign and returned automatically to the Implementation Administrator. Please be sure to complete all fields. As with electronic signature, returning a manually signed *Participation Form* via DocuSign will associate your signed forms with your subdivision's records.
- (3) *Manual Signature returned via electronic mail*: If your subdivision is unable to return an executed *Participation Form* using DocuSign, the signed *Participation Form* may be returned via electronic mail to opioidsparticipation@rubris.com.

Please include the name, state, and reference ID of your subdivision in the body of the email and use the subject line Settlement Participation Form – [Subdivision Name, Subdivision State] – [Reference ID].

Detailed instructions on how to sign and return the *Participation Form*, including changing the authorized signer, can be found at <https://nationalopioidsettlement.com/purdue-sacklers-settlements/>. You may also contact opioidsparticipation@rubris.com.

YOU MUST PARTICIPATE IN THE PURDUE DIRECT SETTLEMENT BY RETURNING YOUR PARTICIPATION FORM IN ORDER TO RECEIVE THE BENEFITS OF THE PURDUE SETTLEMENT.

Please note that this is NOT a solicitation or a request for subdivisions to submit votes on the Purdue bankruptcy plan. This settlement package only pertains to a decision to participate in the Purdue Direct Settlement. If you receive a package to vote on the plan you should follow the applicable instructions for voting. PLEASE NOTE THAT VOTING ON THE PLAN IS SEPARATE FROM PARTICIPATION IN THE PURDUE DIRECT SETTLEMENT.

The sign-on period for subdivisions ends on September 30, 2025.

If you have any questions about executing the *Participation Form*, please contact your counsel, the Implementation Administrator at opioidsparticipation@rubris.com, or the Idaho Attorney General’s Consumer Protection Division at opioidsettlement@ag.idaho.gov.

Thank you,

Implementation Administrator for the Purdue Direct Settlement

The Implementation Administrator is retained to provide the settlement notice required by the Purdue Direct Settlement to manage the collection of the participation forms for it.

EXHIBIT K

Subdivision Participation and Release Form

Governmental Entity: Bannock County	State: ID
Authorized Signatory:	
Address 1: 624 E Center St Rm 104	
Address 2:	
City, State, Zip: Pocatello ID 83201	
Phone: 202-236-7331	
Email: kristik@bannockcounty.us	

The governmental entity identified above (“*Governmental Entity*”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to that certain Governmental Entity & Shareholder Direct Settlement Agreement accompanying this participation form (the “*Agreement*”)¹, and acting through the undersigned authorized official, hereby elects to participate in the Agreement, grant the releases set forth below, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Agreement, and agrees that by executing this Participation and Release Form, the Governmental Entity elects to participate in the Agreement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall promptly after the Effective Date, and prior to the filing of the Consent Judgment, dismiss with prejudice any Shareholder Released Claims and Released Claims that it has filed. With respect to any Shareholder Released Claims and Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs’ Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice substantially in the form found at <https://nationalopiodsettlement.com>.
3. The Governmental Entity agrees to the terms of the Agreement pertaining to Participating Subdivisions as defined therein.
4. By agreeing to the terms of the Agreement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning following the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the Agreement solely for the purposes provided therein.
6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity’s state where the Consent Judgment is filed for purposes limited to that court’s role as and to the extent provided in, and for resolving disputes to the extent provided in, the

¹ Capitalized terms used in this Exhibit K but not otherwise defined in this Exhibit K have the meanings given to them in the Agreement or, if not defined in the Agreement, the Master Settlement Agreement.



Agreement. The Governmental Entity likewise agrees to arbitrate before the National Arbitration Panel as provided in, and for resolving disputes to the extent otherwise provided in, the Agreement.

7. The Governmental Entity has the right to enforce the Agreement as provided therein.
8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Agreement, including without limitation all provisions of Article 10 (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in his or her official capacity whether elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Subdivision Releasor, to the maximum extent of its authority, for good and valuable consideration, the adequacy of which is hereby confirmed, the Shareholder Released Parties and Released Parties are, as of the Effective Date, hereby released and forever discharged by the Governmental Entity and its Subdivision Releasors from: any and all Causes of Action, including, without limitation, any Estate Cause of Action and any claims that the Governmental Entity or its Subdivision Releasors would have presently or in the future been legally entitled to assert in its own right (whether individually or collectively), notwithstanding section 1542 of the California Civil Code or any law of any jurisdiction that is similar, comparable or equivalent thereto (which shall conclusively be deemed waived), whether existing or hereinafter arising, in each case, (A) directly or indirectly based on, arising out of, or in any way relating to or concerning, in whole or in part, (i) the Debtors, as such Entities existed prior to or after the Petition Date, and their Affiliates, (ii) the Estates, (iii) the Chapter 11 Cases, or (iv) Covered Conduct and (B) as to which any conduct, omission or liability of any Debtor or any Estate is the legal cause or is otherwise a legally relevant factor (each such release, as it pertains to the Shareholder Released Parties, the "Shareholder Released Claims", and as it pertains to the Released Parties other than the Shareholder Released Parties, the "Released Claims"). For the avoidance of doubt and without limiting the foregoing: the Shareholder Released Claims and Released Claims include any Cause of Action that has been or may be asserted against any Shareholder Released Party or Released Party by the Governmental Entity or its Subdivision Releasors (whether or not such party has brought such action or proceeding) in any federal, state, or local action or proceeding (whether judicial, arbitral, or administrative) (A) directly or indirectly based on, arising out of, or in any way relating to or concerning, in whole or in part, (i) the Debtors, as such Entities existed prior to or after the Petition Date, and their Affiliates, (ii) the Estates, (iii) the Chapter 11 Cases, or (iv) Covered Conduct and (B) as to which any conduct, omission or liability of any Debtor or any Estate is the legal cause or is otherwise a legally relevant factor.
9. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Shareholder Released Claims or Released Claims against any Shareholder Released Party or Released Party in any forum whatsoever, subject in all respects to Section 9.02 of the Master Settlement Agreement. The releases provided for herein (including the term "Shareholder Released



Claims” and “Released Claims”) are intended by the Governmental Entity and its Subdivision Releasors to be broad and shall be interpreted so as to give the Shareholder Released Parties and Released Parties the broadest possible release of any liability relating in any way to Shareholder Released Claims and Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Agreement shall be a complete bar to any Shareholder Released Claim and Released Claims.

10. To the maximum extent of the Governmental Entity’s power, the Shareholder Released Parties and the Released Parties are, as of the Effective Date, hereby released and discharged from any and all Shareholder Released Claims and Released Claims of the Subdivision Releasors.
11. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the Agreement.
12. In connection with the releases provided for in the Agreement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Shareholder Released Claims or such other Claims released pursuant to this release, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Shareholder Released Claims or such other Claims released pursuant to this release that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities’ decision to participate in the Agreement.

13. Nothing herein is intended to modify in any way the terms of the Agreement, to which Governmental Entity hereby agrees. To the extent any portion of this Participation and Release Form not relating to the release of, or bar against, liability is interpreted differently from the Agreement in any respect, the Agreement controls.
14. Notwithstanding anything to the contrary herein or in the Agreement, (x) nothing herein shall (A) release any Excluded Claims or (B) be construed to impair in any way the rights and obligations of any Person under the Agreement; and (y) the Releases set forth herein shall be subject to being deemed void to the extent set forth in Section 9.02 of the Master Settlement Agreement.



I have all necessary power and authorization to execute this Participation and Release Form on behalf of the Governmental Entity.

Signature: _____

Name: Jeff Hough

Title: Chairman

Date: 8/12/2025



National Opioids Settlements: Alvogen, Amneal, Apotex, Hikma, Indivior, Mylan, Sun, Zydus
Opioids Implementation Administrator
opioidsparticipation@rubris.com

Bannock County, ID
Rubris Reference Number: CL-1763854

***TO LOCAL POLITICAL SUBDIVISIONS AND SPECIAL DISTRICTS:
THIS NOTICE CONTAINS IMPORTANT INFORMATION ABOUT NATIONAL OPIOID
SETTLEMENTS.***

SETTLEMENT OVERVIEW

Proposed nationwide settlement agreements ("Settlements") have been reached that would resolve opioid litigation brought by states, local political subdivisions, and special districts against eight opioids manufacturers, Alvogen, Amneal, Apotex, Hikma, Indivior, Mylan, Sun, and Zydus (the "Manufacturers"). Local political subdivisions and special districts are referred to as "subdivisions."

The Settlements require the settling Manufacturers to pay hundreds of millions of dollars to abate the opioid epidemic. The Settlements will provide a maximum of approximately \$720 million in cash to participating states and subdivisions to remediate and abate the impacts of the opioid crisis. Depending on participation by states and subdivisions, the Settlements require:

- Alvogen to immediately pay up to approximately \$19 million;
- Amneal to pay up to approximately \$74 million over 10 years, and to provide either approximately \$177 million of its generic version of the drug Narcan or up to an additional approximately \$44 million in cash;
- Apotex to immediately pay up to approximately \$65 million;
- Hikma to immediately pay up to approximately \$98 million, and to provide either approximately \$35 million of its naloxone product or up to an additional approximately \$7 million in cash;
- Indivior to pay up to approximately \$75 million over five years, a portion of which, at the election of the state, could be paid in the form of Indivior's branded buprenorphine and/or nalmefene products with a value of up to \$140 million.;
- Mylan to pay up to approximately \$290 million over nine years;
- Sun to immediately pay up to approximately \$32 million; and
- Zydus to immediately pay up to approximately \$15 million.

The Settlements also contain injunctive relief governing opioid marketing, sale, distribution, and/or distribution practices and require the Manufacturers to implement safeguards to prevent diversion of prescription opioids.

Each of the proposed settlements has two key participation steps.

First, each eligible state decides whether to participate in each Settlement. A list of participating states for each settlement can be found at <https://nationalopioidsettlement.com/>.

Second, eligible subdivisions within each participating state decide whether to participate in each Settlement. The more subdivisions that participate, the more funds flow to that state and its subdivisions. Any subdivision that does not participate cannot directly share in any of the settlement funds, even if the subdivision's state is settling and other participating subdivisions are sharing in settlement funds. If the state does not participate in a particular Settlement, the subdivisions in that state are not eligible to participate in that Settlement.

WHO IS RUBRIS INC. AND WHAT IS THE IMPLEMENTATION ADMINISTRATOR?

The Settlements provide that an Implementation Administrator will provide notice and manage the collection of participation forms. Rubris Inc. is the Implementation Administrator for these new Settlements and was also retained for the prior national opioid settlements.

WHY IS YOUR SUBDIVISION RECEIVING THIS NOTICE?

Your state has elected to participate in one or more of the Settlements, and your subdivision may participate in those Settlements in which your state has elected to participate. This notice is also sent directly to counsel for such subdivisions if the Implementation Administrator has their information.

If you are represented by an attorney with respect to opioid claims, please contact them.
Subdivisions can participate in the Settlements whether or not they filed a lawsuit or are represented.

WHERE CAN YOU FIND MORE INFORMATION?

Detailed information about the Settlements, including each settlement agreement, may be found at: <https://nationalopioidsettlement.com>. This website also includes information about how the Settlements are being implemented in most states and how funds will be allocated within your state.

You are encouraged to review the settlement agreement terms and discuss the terms and benefits with your counsel, your Attorney General's Office, and other contacts within your state. Information and documents regarding the Settlements and your state allocation can be found on the settlement website at <https://nationalopioidsettlement.com/>.

Your subdivision will need to decide whether to participate in the proposed Settlements, and subdivisions are encouraged to work through this process before the October 8, 2025 deadline.

HOW DO YOU PARTICIPATE IN THE SETTLEMENTS?

The Settlements require that you take affirmative steps to "opt in" to the Settlements.

In the next few weeks, you will receive documentation and instructions from the Implementation Administrator or, in some cases, your Attorney General's Office. In order to participate in a settlement, a subdivision must sign and return the required Participation Form for that settlement.

Please add the following email addresses to your "safe" list so emails do not go to spam / junk folders: dse_na3@docusign.net and opioidsparticipation@rubris.com. Please monitor your email for the Participation Forms and Instructions.

All required documentation must be signed and returned on or before October 8, 2025.



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](tel:208-236-7210), three to five working days before the meeting.

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

Name/Department:

Shanda Crystal/Chief Procurement Officer

Item to be considered/background:

Request to discuss 1) lessons learned from past projects and how to improve our processes and 2) a procurement update.

How much time will be needed? Meeting date requested:

15 minutes

8/12/25

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:

D Kendall, Sheriff Manu, A Hamilton, L Waldron, E Iannacone, M Suechting, J Warner

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

Commissioner Office Only:

Date: 8/12/25 Time: _____

-- Lessons Learned --

6th Street Remodel

Pros

- Single point of County/Contractor contact
- Good communication plan
- Contractor responsive to County requests

Cons

- Timing of ancillary purchases (metal detector, intercoms)
- Did not research the metal detectors/equipment properly
- Relationship with the City Planning Department
- Improved plan review regarding security vs. architect was needed
- Access control planning needs improvement (security vs. function)
- Underestimated completion date; difficult for public/employees
- Original budget didn't include all components of project
- No contingency made it more difficult to adapt to project needs

Annex Remodel

- Including counter, fire suppression, HVAC, lighting, and ceiling

Pros

-

Cons

- Limited or no contractors bidding on project
- Timeline was not acceptable due to limited contractor interest
- Project communication was lacking
- Didn't involve auditing in project meetings/updates
- Original budget didn't include all components of project

Courthouse Boiler Replacement

Pros

-

Cons

- Didn't involve auditing in project meetings/updates

Event Center Grandstand

Pros

- Responsive lumber yards

Cons

- Didn't involve auditing in project meetings/updates
- Original budget didn't include all components of project

Exhibit Hall

Pros

-

Cons

- Didn't involve auditing in project meetings/updates
- Original budget didn't include all components of project
- Multi-fund project

Jail Deputy Station Upgrade

Pros

-

Cons

- Didn't involve auditing in project meetings/updates
- Original budget didn't include all components of project

Jail Floor Polishing

Pros

-

Cons

- Didn't involve auditing in project meetings/updates
- No contingency made it more difficult to adapt to project needs

Jail HVAC replacement

Pros

-

Cons

- Contractor missed large portion of equipment required
- Licensing held up project
- Only a single bidder
- Didn't involve auditing in project meetings/updates
- Original budget didn't include all components of project
- No contingency made it more difficult to adapt to project needs

Jail Landscape

Pros

- Contractor got in, got done, and got out

Cons

- Contractor didn't wait for signed contract before beginning the project
- Didn't involve auditing in project meetings/updates
- Original budget didn't include all components of project

Jail Parking Lot

Pros

- Very flexible bid, allowing for adjustments mid-project

Cons

- Didn't involve auditing in project meetings/updates
- Original budget didn't include all components of project
- No contingency made it more difficult to adapt to project needs

Jail Roof

Pros

- Single point of County contact

Cons

- Contractor dragged out punch list items
- Didn't involve auditing in project meetings/updates
- Original budget didn't include all components of project
- No contingency made it more difficult to adapt to project needs

Jail Wet Cells Upgrade

Pros

- Single County contact

Cons

- No bidders

Security Cameras

Pros

- Very flexible bid, allowing for adjustments mid-project

Cons

- Original budget didn't include all components of project
- No contingency made it more difficult to adapt to project needs
- Some depts failed to prepare (electricity/wi-fi)
- Project may span 3 years making it difficult to track

Sheep Barn

Pros

- Excellent value for our building needs

Cons

- Buildings and Grounds wasn't involved until much later in the project
- County wasn't ready as contractor tried to arrange delivery
- MOU is vital planning fairgrounds projects
- Single point of contact was needed
- Didn't involve auditing in project meetings/updates
- Original budget didn't include all components of project

Tactical Training Remodel

Pros

- Contractor responsive to County requests

Cons

- Didn't involve auditing in project meetings/updates
- Original budget didn't include all components of project
- No contingency made it more difficult to adapt to project needs

Wellness Center Sewer

Pros

- Contractors communication with staff

Cons

- Didn't fully utilize PIO to notify public
- Didn't involve auditing in project meetings/updates
- Original budget didn't include all components of project
- No contingency made it more difficult to adapt to project needs

Youth Development Center/Event Center Office

Pros

- Contractor responsive to County requests

Cons

- Didn't involve auditing in project meetings/updates
- Original budget didn't include all components of project

BOARD OF BANNOCK COUNTY COMMISSIONERS' PROCEEDINGS – July 2025

The following is a synopsis of proceedings, pursuant to Idaho Code §31-819, of the Board of Bannock County Commissioners for July 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.

July 1: Approved the following: pass through funding from Idaho Dept. of Juvenile Corrections; MOU for Crisis Intervention Team Collaborative; PSI contract renewal; Vermeer Mountain West rental agreement; Global Payments agreement; offer and sale of parcel RPRMCPM0009319; Resolution Nos. 2025-46 Renewal of Contract for PSI Solid Waste Collection Services; 2025-47 Approving June 2025 Alcohol Licenses; and 2025-48 Approving June 2025 Salaries; publication of notice for public hearing to validate Beehive Road; consent agenda; and entry/exit Board of Equalization that resulted in 13 value adjustments, 9 values upheld, and two casualty loss exemptions granted.

July 3: Approved the following: amended agenda; contract for Mike Johnson Vegas Tuffest Qualifier; contract for Nason fundraiser; agreements for Gem Plan and Blue Cross; IC Agreement with Booth Architecture for Road and Bridge roof design; claims agenda; and entry of Board of Equalization that resulted in 7 value adjustments, 23 values upheld, and 6 parcels tabled.

July 7: Approved the following: entry of Board of Equalization that resulted in two value adjustments, one value upheld, and granted a 50% value exemption to six parcels

July 8: Approved the following: cremation assistance for case numbers 20250040 and 20250041 and one release of lien for case 20110336; tractor purchase through Sourcewell contract for \$105,000 from contingency; up to \$35,000 for furniture for new Event Center office; XCELL Engineering contract for geotechnical evaluations; Quit Claim Deed for parcel RPRMCPM0009319; and consent agenda.

July 9: Approved entry of Board of Equalization that resulted in one value adjustment and approval of Assessor recommended corrections.

July 22: Approved cremation assistance for case numbers 20250042, 0043, 0044, and 0045 and denied case number 20250046. Approved the following: MOU with Franklin/Caribou/Bear Lake Counties for 911 site access; agreement with Chubbuck Development Authority regarding fee reimbursement; mileage reimbursement; manual checks; ancillary insurance agreements for concerts; copier purchase from Dex Imaging; lease agreement with Power County; Resolution No. 2025-49 Awarding Firearm to Retired Sheriff Deputy; proceedings publication; engineering proposal; BOE letters; claims agenda; rezone application for Manska; and zoning ordinance text amendment to section 394.6(D).

July 24: Approved the following: amended agenda; contracts for concert insurance with Philadelphia Insurance; entry/exit executive session – legal discussion and to follow process late fees and interest; leave without pay; Volunteer Agreement; policy change for airfare comfort plus; and WIR conference.

July 28: Discussed FY26 budget changes with various departments and approved entry/exit of executive session.

July 29: Approved the following: cremation assistance for case number 20250047 and release of lien for case number 20050147; 30-day extension to pay taxes for parcel RPRPSTC000300; reallocation for laptops; agreement with Forest Service; consent to proceed with engineering/design with Idaho Power; insurance coverage for concerts; Ordinance Nos. 2025-03 Amendment No. 69 to Zoning Ordinance No. 1998-1 and 2025-04 Amendment No. 70 to Zoning Ordinance No. 1998-1; publication notice for rezone public hearing; and consent agenda.

July 31: Approved the following: D6 Independent Contractor agreement; fuel system upgrade; unemployment billing; subgrant agreement with Idaho Military Division for EMSAVE grant; and consent agenda.

BOARD OF BANNOCK COUNTY COMMISSIONERS

Jeff Hough, Chair

Ernie Moser, Member

Ken Bullock, Member

Attest: _____
Jason C. Dixon, Clerk

Published: Aug 16, 2025

**BOARD OF BANNOCK COUNTY COMMISSIONERS
MINUTES 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 August 5 and 7, 2025, as approved during the meeting of August 12, 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:	Tuesday, August 5, 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, Attorney Scott Pearson, and HR Director Matthew Phillips

Agenda Details

AGENDA	
	Regular 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"> Wes Jones, Office of Emergency Management, requesting approval of and signature on Rental and Lease Agreement with SICO (requested 10 minutes) (action item)
3	<ul style="list-style-type: none"> Shanda Crystal, Procurement, request to discuss potentially utilizing Road and Bridge staff for abatement, demolition, and back fill of the old Event Center office (requested 10 minutes) (action item)
4	<ul style="list-style-type: none"> Kristi Klauser, Auditing, requesting to discuss (1) an invoice for pickleball equipment to be paid from ARPA funds allocated to the Exhibit Hall, and (2) Fiscal Year 2025 audit with possible Executive Session under Idaho Code §74-206(1)(e) to consider preliminary negotiations involving matters of trade or commerce in which the governing body is in competition with governing bodies in other states or nations with potential action following adjournment of Executive Session (requested 10 minutes) (action item)
5	<p>RESOLUTIONS AND ORDINANCES (action items): Resolution 2025-50 Approving July 2025 Salaries Resolution 2025-51 Approving July 2025 Alcohol Licenses</p>
6	<p>LETTERS AND NOTICES (action items): Public Hearing Notices</p>
7	<p>CONSENT AGENDA (action items):</p> <ul style="list-style-type: none"> Manual Checks Alcohol Licenses and Catering Permits Certificate of Residency Approval Salary Rate Approval Forms/Notice of Separation with Potential Executive Session under Idaho Code §74-206(1)(a)&(b) regarding personnel with potential action following adjournment of Executive Session Technology Forms Minutes: Approval of Meeting Minutes for July 24, 28, 29, and 31, 2025, and Certification of Said Minutes

Meeting Notes

- 1 9:00 AM Hough called the meeting to order. Community Resources and Advocacy Director Shantal Lauu presented a cremation application for case number 20250048. Moser moved to deny case number 20250048. The motion passed.
- 2 9:01 AM Jones reviewed the proposed lease agreement with SICOG. Discussion ensued on the budget, pass through funding, and training. Hough moved to approve the relocation with funds from the pass-through grant. Bullock suggested an amendment regarding a time limit. Hough amended the motion to include a one-year lease. The motion passed with Hough and Bullock for. Moser opposed.
- 3 9:10 AM Facilities Director Dan Kendall and Public Works Director Kiel Burmester also appeared. Crystal reviewed a proposed change order for \$45,000 for asbestos abatement. Other options are being looked at and Headwaters is also looking for other services. Burmester reported on new regulations for government entities doing abatement with a limit of 160 square feet. Anything more than that would require that an employee be trained for observation or that a contractor be hired. A new quote was submitted for \$10,000 with a request to waive Landfill fees. A new change order will be forthcoming with Headwaters.
- 4 9:19 AM Klauser reviewed an invoice for pickleball equipment. The claim will be paid from the department's budget.
9:21 AM Moser moved to enter into executive session under Idaho Code §74-206(1)(e) to consider preliminary negotiations involving matters of trade. The motion passed by roll call vote.
9:26 AM Hough moved to exit executive session. The motion passed. Hough reviewed the audit discussion.
- 5 9:26 AM Bullock moved to approve Resolution Numbers 2025-50 and 51. The motion passed.
- 6 9:27 AM Hough moved to approve the public hearing notice for the fee schedule. The motion passed. The motion was amended to include notice for the budget hearing. The motion passed.
- 7 9:28 AM Bullock moved to approve the items on consent agenda. The motion passed.

Action Item Summary

ACTION/DIRECTION	ASSIGNED TO
Denied application for cremation assistance for case number 20250048.	Indigent
Approved lease with SICOG for Emergency Management.	OEM
Approved entry/exit executive session – matters of trade.	Clerk
Approved Resolutions 2025-50 Approving July 2025 Salaries and 2025-51 Approving July 2025 Alcohol Licenses.	Clerk
Approved publications for public hearing notice for budget and fee schedule.	Clerk/Auditing
Approved consent agenda.	Clerk



MINUTES OF THE BOARD OF BANNOCK COUNTY COMMISSIONERS

Meeting Details

Date of Meeting:	Thursday, August 7, 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, Attorney John Radford, and HR Director Matthew Phillips

Agenda Details

AGENDA	
	Regular Business and Claims Meeting (action items)
1	BOARD OF AMBULANCE DISTRICT <ul style="list-style-type: none"> • Kindee Kananen, Idaho State University, requesting an Ambulance Standby Fee Waiver for the ISU Rodeo Team (requested 5 minutes) (action item)
2	BOARD OF COUNTY COMMISSIONERS <ul style="list-style-type: none"> • Maggie Mann, Southeast Idaho Public Health Department, providing a quarterly update
3	<ul style="list-style-type: none"> • Lori Spencer, Juvenile Detention, requesting mileage reimbursement (requested 5 minutes) (action item)
4	<ul style="list-style-type: none"> • Wes Jones, Emergency Management, seeking approval to write and submit Homeland Security Grant Program Proposal for FY25 cycle (requested 5 minutes) (action item)
5	<ul style="list-style-type: none"> • Dillon Evans, Landfill, requesting approval of and signature on a Rental Agreement with Vermeer Mountain West (requested 5 minutes) (action item)
6	<ul style="list-style-type: none"> • Kristi Klauser, Auditing, seeking approval and signature on a check request for a reimbursement to Pocatello Fire Department for AFG Grant purchases (requested 5 minutes) (action item)
7	<ul style="list-style-type: none"> • Jason Dixon, Clerk, regarding a discussion about Bannock County real properties with possible Executive Session under Idaho Code §74-206(1)(e) to consider preliminary negotiations involving matters of trade or commerce in which the governing body is in competition with governing bodies in other states or nations with potential action following adjournment of Executive Session (requested 10 minutes) (action item)
8	<ul style="list-style-type: none"> • (AMENDED to include) Executive Session under Idaho Code §74-206(1)(a)&(b) regarding personnel with potential action following adjournment of Executive Session (action item)
9	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 • Memorandum Authorization for Accounts Payable

Meeting Notes

- 1 9:00 AM Hough called the meeting to order and reviewed an additional amendment. Moser moved to approve the amended agenda. The motion passed.
9:01 AM Moser moved to enter into the Board of Ambulance. The motion passed. Fire Chief Ryan O'Hearn also appeared and reviewed the fee waiver request for ISU rodeo for 9 hours at a cost of \$1,530. Discussion ensued on the rodeo budget and event. Bullock moved to waive the fee. The motion passed. Moser moved to exit the Board of Ambulance. The motion passed.
- 2 Cancelled.
- 3 9:07 AM Juvenile Detention Director Seth Scott appeared and reviewed the request for mileage reimbursement. Bullock moved to approve the reimbursement. The motion passed.
- 4 9:09 AM Jones reviewed the NOFO for the grant. Upon award, notification will be sent as to how funds will be spent. Moser moved to approve applying for the grant. The motion passed.
- 5 9:25 AM Evans reviewed an updated contract with Vermeer Mountain West. Hough moved to approve the contract. The motion passed.
- 6 9:26 AM Klauser reviewed the check request for the AFG grant. Bullock moved to authorize signature. The motion passed.

9:27 AM Procurement Officer Shanda Crystal appeared and reviewed a change order to abate the asbestos at the old Event Center office. Hough moved to approve the potential change order for abatement of asbestos debris and waive the Landfill fee for such abatement. The motion passed.
- 7 9:30 AM Hough moved to enter executive session under Idaho Code §74-206(1)(e) to consider preliminary negotiations involving matters of trade or commerce and for a second discussion under Idaho Code §74-206(1)(a)&(b) regarding personnel. The motion passed by roll call vote.
- 8 10:28 AM Hough moved to exit executive session. The motion passed. Hough reviewed the discussion regarding a bill of sale for emergency services equipment on Kinport. The Clerk will prepare an inventory. Hough reviewed that a property was quitclaimed in error and will be quitclaimed back to the County. Moser moved to have the property quitclaimed back. The motion passed.
- 9 10:31 AM Klauser reviewed an invoice from United Way for the daycare program and funding was discussed. This is a pilot program that one-time funds were suggested for one year, being County Operations miscellaneous expense. Moser moved to add the invoice to the invoices for approval. The motion passed.

Action Item Summary

ACTION/DIRECTION	ASSIGNED TO
Approved amended agenda.	Clerk
Approved entry/exit Board of Ambulance and fee waiver for ISU Rodeo.	Ambulance
Approved mileage reimbursement.	Juvenile
Approved applying for Homeland Security grants.	OEM/Grant Team
Approved updated contract with Vermeer Mountain West.	Landfill
Approved check request for AFG grant.	Auditing
Approved change order for asbestos abatement and Landfill fee waiver for Event Center office.	Procurement

Approved entry/exit executive session – preliminary negotiations and personnel.	Clerk
Approved quitclaim of property back to County.	Clerk
Approved claims.	Clerk