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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.

Thursday, March 19, 2026

9:00 AM Work Session and Claims Meeting (action items)

Work Session Agenda:

- Tony Manu, Sheriff, regarding a request for funding for a whole-body scanning security system (requested 10 minutes) (action item)
- Scott Crowther, Event Center/Wellness Complex, requesting contract approval for (1) Southeast Idaho Youth Football League, (2) Idaho Jr. Rodeo Association, (3) Mike Johnson Vegas Tuffest Qualifiers Event, (4) District 8 Idaho High School and Jr. High Rodeo, (5) discussion about tractors for the Event Center, and (6) seeking permission to apply online for playground equipment through Lowe's Bucket List Grant (requested 10 minutes) (action items)
- Seth Scott, Juvenile Detention, seeking approval of an signature on Memorandums of Agreement between Clark, Fremont, Jefferson, Madison and Bannock Counties for holding juvenile offenders (requested 10 minutes) (action item)
- Hal Jensen, Planning and Development, request to discuss water connection to county services line at Fairgrounds Road (requesting 10 minutes) (action item)

- Kristi Klauser, Auditing, regarding the budget calendar for the FY27 budget process and discuss upcoming budget process and potential department questions (requesting 5 minutes) (potential action item)

Signatures on:

- Resolution 2026-17 Authorizing Business Manager Negotiate Contracts (action item)
- Resolution 2026-18 Amendment 1 to the 2025 Future Land Use Map (action item)
- Ordinance 2026-1 Amendment 72 to Ordinance 1998-1 Amending Zoning District Designation – Jackson (action item)

Claims Agenda:

- Board of Ambulance District: Invoices and Commissioner Report
- Board of Commissioners: Invoices, Commissioners Reports, and Credit Applications
- Personnel Actions with potential Executive Session under Idaho Code §§ 74-206(1)(a),(b)&(d) for personnel actions or personnel records exempt from disclosure with potential action following adjournment of Executive Session
- Payroll Report
- Alcohol Licenses and Permits
- Certificate of Residency Approval
- Mileage Reimbursement Requests
- Technology Request Form
- Memorandum Authorization for Accounts Payable
- Cardholder User Agreement and Authorization
- Minutes: Approval of and signature on certification for meeting minutes for March 10 and 12, 2026

11:00 AM Quarterly Jail Inspection per Idaho Code §20-622 (potential action items) NOTE: This meeting will be held at the Bannock County Sheriff's Office at 5800 South 5th Avenue, Pocatello, Idaho.

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



ERNE 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:

Tereca Argyle / Sheriff's Office

Item to be considered/background:

Action Item-funding request for whole body security scanning system

How much time will be needed? Meeting date requested:

10 minutes

3/19/26

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: _____ Time: _____



Quote

Lt. Johnson
 Bannock County Sheriff's Office
 5800 South 5th
 Pocatello, ID 83204
kjohnson@bannockcounty.us

October 2, 2025
 Quote 2025-09-12
 Phone: 208.236.7121

Please see the quotation below for the Tek84 Intercept Body Scanner. The scanner includes all that is listed below as well as (1) built in camera to include a photo of the subject with each scan (2) Your agency's logo on the scanner, kiosk, and each exported image. (3) Training by anARRT-certified radiology medical professional on the use of the product, required radiation training and expert training on reading the scan results. (4) A one-time upload of Subject data –an upload of a current list of subjects - both current and previously in your facility (5) 1 Year warranty parts and labor

Qty	Part Number	Description	Net Each	Ext Price
1	SSD-018-0100	Tek84 Intercept Whole Body Security Scanning System	\$ 139,000.00	\$ 139,000.00
		Made in the USA		
		Variable Scanning Dosage from 0.25 uSv to 8.0 uSv		
		< 4 Second Scan Time		
		34" X 72" X 90" (79" top removed) foot print		
		6 scan filters - high resolution, 3-D, & detail with invert		
		16 million Grey Scale Levels		
		110 V/60hz. 160 kVA		
		1 million image storage capacity		
		Tethered Ethernet Connected Work Station with 27" Vertically Mounted Touch Screen Monitor		
1	INSTALL	Install, configure, callibrate and test Intercept and kiosk station	Included	
1	INT-Training	Up to 2.5 days Formal, classroom, on-site	Included	
	INT-WARRANTY	Initial One Year Parts and Labor on Entire System from Time of Delivery with one (1) PM and Radiation Survey	Included	
1	INT-Shipping	Freight from San Diego, CA to Pocatello, ID 83204	\$1,500	\$ 1,500.00
		Optional Items:		
0	SSD-020-1000	TekNet, digital storage of images and track accumulative dosages	\$ 13,000.00	\$ -
0	INT-13450	Per Intercept TekNet connection	included	
0	SSD-020-1100	Intercept Manager Software Application to remotely review images	\$ 2,000.00	\$ -
0		Intercept Manager Application Annual License fee	\$ 400.00	\$ -
0		TekNet Annual Fee	\$ 1,500.00	\$ -
0	SSD-018-9950	Thermal Scanner, touchless and records temperature	\$ 20,000.00	\$ -
0	SSD-020-1150	Desktop PC with Intercept Manager software installed	\$ 5,875.00	\$ -
0	SSD-017-9706	Wall mounted touchscreen monitor	\$ 2,500.00	\$ -
0	INT-EXT-WAR	Years of Additional Warranty Starting Month 13**	\$ 11,225.00	
		**Discounted: \$51,250 for 5 Years	\$ -	
		Sub Total		\$ 140,500.00

****Special offer with initial purchase, otherwise current market price after delivery.**

By execution of this agreement, by an authorized signature, the customer agrees to purchase the products specified subject to the terms and conditions set forth in the agreement and subject to Tek84 Terms and conditions available at www.Tek84.com.

This quote will expire on: 01/15/26
 Delivered-at-place: Pocatello, ID 83204 **Total \$ 140,500.00**
 Terms: Net 30
 Taxes: Circle one Exemption certificate attached

Accepted By: _____ Prepared by: _____
 Printed Name and Title: Jeff Hough, Commissioner
 Authorized Signature _____
 Date March 19, 2026 10/2/2025



Quote

March 10, 2026

Captain Lyle Thurgood
 Bannock County Sheriff's Office
 5800 South 5th
 Pocatello, ID 83204
kjohnson@bannockcounty.us

Quote: 2025-09-12
 Phone: 208.236.7121

Please see the quotation below for the Tek84 Intercept Body Scanner. Promotional pricing is good until the first 10 units are sold and must close within 60 days from time of quote.

Qty	Part Number	Description	Net Each	Ext Price
1	SSD-018-0100	Tek84 Intercept Whole Body Security Scanning System	\$ 99,000.00	\$ 99,000.00
		Made in the USA Variable Scanning Dosage from 0.25 uSv to 8.0 uSv < 4 Second Scan Time 34" X 72" X 90" (79" top removed) foot print 6 scan filters - high resolution, 3-D, & detail with invert 16 million Grey Scale Levels 110 V/60hz. 160 kVA 1 million image storage capacity Tethered Ethernet Connected Work Station with 27" Vertically Mounted Touch Screen Monitor		
1	INSTALL	Install, configure, callibrate and test Intercept and kiosk station	Included	
1	INT-Training	Up to 2.5 days Formal, classroom, on-site	Included	
1	INT-WARRANTY	Initial One Year Parts and Labor on Entire System from Time of Delivery with one (1) PM and Radiation Survey	Included	
1	INT-Shipping	Freight from San Diego, CA to Pocatello, ID 83204	\$1,500	\$ 1,500.00
		Optional Items:		
0	INT-EXT-WAR	Years of Additional Warranty Starting Month 13** **Discounted: \$53,700 for 5 Years	\$ 11,800.00 \$ -	
Sub Total			\$	100,500.00

**Special offer with initial purchase, otherwise current market price after delivery.

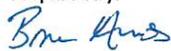
By execution of this agreement, by an authorized signature, the customer agrees to purchase the products specified subject to the terms and conditions set forth in the agreement and subject to Tek84 Terms and conditions available at www.Tek84.com.

This quote will expire on: 05/10/26
 Delivered-at-place: Pocatello, ID 83204
 Terms: Net 30
 Taxes: Circle one Exemption certificate attached

Total \$ 100,500.00

Western Regional Sales Manager | Public Safety Advisor

Accepted By: _____

Prepared by:


Printed Name and Title: _____

Authorized Signature _____

Date _____ 3/10/2026

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



ERNIE MOSER
 Commissioner
 1st District

JEFF HOUGH
 Commissioner
 2nd District

KEN BULLOCK
 Commissioner
 3rd District

Business Meeting Agenda Request Form

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

Requestor Name:

Teri Jones

Department:

Event Center

Requestor Email:

tjones@bannockcounty.us

Item(s) to be considered:

Contract Approval for SIYFL (Southeast Idaho Youth Football League)

Date of meeting being requested:

03/19/2026

Time requested:

5 Minutes

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

No

Contract/Agreement Begin Date:

Contract/Agreement End Date:

List of additional attendees:

Scott Crowther, Chaney Nielson, Teri Jones, & Les Hernandez

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 Southeast Idaho Youth Football League (hereinafter referred to as "SIYFL"), a Non-Profit Corporation.

THE PARTIES AGREE TO THE FOLLOWING TERMS AND CONDITIONS:

1. NAME OF EVENT: Southeast Idaho Youth Football League
2. TERM OF AGREEMENT: SIYFL 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 annual increase in the fee. SIYFL 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. The 2026 dates are as follows:

August 29, 2026, fields and pavilion 2
 September 5, 2026, fields and pavilion 2
 September 12, 2026, fields and pavilion 2
 September 19, 2026
 September 26, 2026
 October 3, 2026
 October 10, 2026
 October 17, 2026
 October 24, 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 \$4589.46 will be paid to the Bannock County Event Center for 2026. Bannock County must receive payment before the first game.

 The amount of \$ 4,727.15 shall be paid to the Bannock County Event Center for 2027.

 The amount of \$4,868.97 will be paid to the Bannock County Event Center for 2028.
5. FACILITIES: This contract covers usage of the following Bannock County facilities: Wellness Complex Fields 9, 10, 11, 12, 13, and 14, and the Championship
6. SPONSORSHIPS: BANNOCK COUNTY recognizes the right of SIYFL to obtain and display Sponsorships for this Event. No discriminatory, vulgar, or offensive advertising of any kind shall be permitted on Bannock County property. Additionally, BANNOCK

COUNTY has current and ongoing independent sponsorships displayed in certain areas at the Facilities to be used. SIYFL 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: SIYFL will be allowed to have up to three (3) food trucks/vendors. Food trucks/vendors must have all required certifications before entering the property of Bannock County. These include, but are 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 costs associated with inspections and will report the documents and fees to BANNOCK COUNTY staff BEFORE the event. SIYFL will be responsible for coordinating 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. INSURANCE: SIYFL shall provide a Certificate of Insurance with general liability or special event liability coverage of at least \$1,000,000 per occurrence and \$2,000,000 in aggregate, naming Bannock County and its agents as additional insureds on the policy. The entity shall also provide proof of coverage with at least statutory minimums for workers' compensation, employer's liability, and auto on behalf of any of its employees, drivers, or vehicles who will be participating at the event or used at the location, which shall be delivered to the Bannock County Event Center Office ten (10) days prior to the Event.
 - a SIYFL 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.
9. WARRANTIES: There are no express or implied warranties provided by BANNOCK COUNTY. SIYFL, in executing this agreement, is relying upon its own judgment, information, and inspection of the property.
10. 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.
11. ASSIGNMENT OR SUBLETTING PROHIBITED: SIYFL 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.
12. 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 any breach, and prior to termination, the party alleging the 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.

13. GOOD-FAITH: BANNOCK COUNTY and SIYFL shall continue to engage in good-faith communication and negotiation during the term of this agreement to help keep costs low for use by SIYFL, while also contemplating the actual costs to BANNOCK COUNTY.

14. ENTIRE AGREEMENT: This is the entire agreement of the parties and can only be modified or amended in writing by the parties.

15. FEES: If action is brought to enforce the terms or provisions of this lease or to enforce forfeiture for default or to collect damages for breach, the prevailing party in such action shall be entitled to recover from the losing party reasonable attorney fees together with costs authorized by law.

16. 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 SIYFL by hand delivery or USPS First-Class Mail to SIYFL, Les Hernandez, P.O. Box 1303, Pocatello, Idaho 83204. Service of a notice by US Mail shall be deemed complete upon the date of the postmark by US Mail. Either party may change the address for services of notice by written notice to the other party.

DATED this _____ day of _____ 2026.

BANNOCK COUNTY

_____ Date _____
Scott Crowther, Event Director

BANNOCK COUNTY BOARD OF COMMISSIONERS

_____ Date 3/19/26
Jeff Hough, Chairman

_____ Date 3/19/26
Ernie Moser, Commissioner

_____ Date 3/19/26
Ken Bullock, Commissioner

SOUTHEAST IDAHO YOUTH FOOTBALL LEAGUE

_____ Date _____
Les Hernandez

SIYFL 2026 Cost

	Number of Fields	Number of Days	Cost Per Day	Total \$
Fields 9-14	6	9	\$300.00	\$16,200.00
Championship Field	1	9	\$350.00	\$3,150.00
Pavilion 2		3	\$100.00	\$300.00
	Total Fees			\$19,650.00
	Discount			\$15,060.54
	Total to pay			\$4,589.46

	Total Paid	Discount each year
Paid in the past 3 percent increase each year	2023 \$4,200.00	\$15,450.00
	2024 \$4,326.00	\$15,324.00
	2025 \$4,455.78	\$15,194.22
Contract Request for 2026-2028 3 percent increase each year	2026 \$4,589.46	\$15,060.54
	2027 \$4,727.15	\$14,922.85
	2028 \$4,868.97	\$14,781.03

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



ERNIE MOSER
 Commissioner
 1st District

JEFF HOUGH
 Commissioner
 2nd District

KEN BULLOCK
 Commissioner
 3rd District

Business Meeting Agenda Request Form

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

Requestor Name:

Teri Jones

Department:

Event Center

Requestor Email:

tjones@bannockcounty.us

Item(s) to be considered:

Contract approval for Idaho Jr. Rodeo Association

Date of meeting being requested:

03/12/2026

Time requested:

5 Minutes

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

Contract

Contract/Agreement Begin Date:

06/19/2026

Contract/Agreement End Date:

07/24/2026

List of additional attendees:

Scott Crowther, Chaney Nielson, Teri Jones, & Quinn Romrell

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 Idaho Jr. Rodeo Association (hereinafter referred to as "IJRA"), a Non-Profit Corporation.

THE PARTIES AGREE TO THE FOLLOWING TERMS AND CONDITIONS:

1. NAME OF EVENT: Idaho Jr. Rodeo Association
2. TERM OF AGREEMENT: IJRA will commence on the following dates:
 - a. June 19, 27, and July 10, 11, 17, 18, and 24, 2026.
3. FEES: IJRA shall pay BANNOCK COUNTY a fee of \$4506.25 for the use of the facility commencing in 2026.
4. PAYMENT: The entire balance owing shall be paid to BANNOCK COUNTY at least seven (7) days prior to the scheduled Event.
5. FACILITIES: IJRA shall have exclusive access and use of the following facilities at the Event Center: Upper Arena, Grandstands, Bannock County's announcer's booth, Bannock County's PA system, Bannock County's ticket booth, and the areas currently recognized as Dry Camping. Nothing contained herein shall contemplate the use or control of areas and/or structures yet to be developed or erected.
 - a. DRY CAMPING: IJRA shall have exclusive access to dry camp at the Event Center, and the fee for dry camping is included in the fee for 2026.
6. HORSE STALLS: BANNOCK COUNTY shall be responsible for the collection of any rent/fee they deem proper for use of the Horse Stalls. IJRA shall be responsible for complying with applicable state, local, and federal laws or regulations. IJRA shall be responsible for scheduling and cleaning the stalls. IJRA shall place the manure/shavings outside each stall so that Bannock County can dispose of them. BANNOCK COUNTY will ensure the stalls are functional and in good repair prior to the Event.
7. SPONSORSHIPS: BANNOCK COUNTY recognizes the right of IJRA to obtain and display Sponsorships for this Event. No discriminatory, vulgar, or offensive advertising of any kind shall be permitted on Bannock County property. Additionally, BANNOCK COUNTY has current and ongoing

independent sponsorships displayed in certain areas at the Facilities to be used. IJRA shall in no way obstruct or hinder from view any sponsorships BANNOCK COUNTY may currently have displayed at the time of the Event.

8. CONCESSIONS: Concessions located at the Bannock County Event Center will be operated and maintained by the Bannock County staff, with Bannock County receiving 100% of the profit AFTER costs of operation, food, etc., are covered.

9. FOOD TRUCKS/VENDORS: IJRA will be allowed to have up to three (3) food trucks/vendors. Food trucks/vendors must obtain all required inspections before entering Bannock County property, including, but not limited to, a fire inspection, an electrical inspection, and a Food Safety certification from Southeastern Idaho Public Health. Food trucks/vendors will be responsible for all costs associated with inspections and will report the documents and fees to BANNOCK COUNTY'S staff BEFORE the event. BANNOCK COUNTY will be responsible for coordinating all aspects of potential food trucks/vendors. BANNOCK COUNTY will keep a percentage of negotiated profits from food trucks/vendors. NOTE: Overnight camping by food trucks/vendors is permitted in the RV park. Standard rates will apply. Food trucks/vendors will not be allowed to park on BANNOCK COUNTY'S grass areas, but only in designated areas approved by BANNOCK COUNTY'S staff.

10. EQUIPMENT USE: BANNOCK COUNTY shall provide IJRA a County tractor to work the arena during the performances. IJRA shall provide a tractor driver to use the County tractor during these times. IJRA shall sign a County-provided waiver prior to any use of the tractor. IJRA is responsible for providing a qualified, experienced tractor driver and will represent the same upon signing the waiver. No other BANNOCK COUNTY equipment shall be used by IJRA, its agents, officers, employees, volunteers, or patrons without the express written permission of BANNOCK COUNTY, along with a signed waiver.

11. MISCELLANEOUS TERMS AND CONDITIONS:
 - a. IJRA is responsible for and shall pay to repair all damage caused by its employees, volunteers, agents, participants, or invitees to any fixtures, equipment, facilities, and /or grounds as a result of use.

- b. Use of the Facilities shall be in accordance with applicable state, local, and federal laws and regulations.
 - c. Approval must be obtained for the erection of buildings, tents, enclosures, structures, signs, outdoor; no nails, paint, or anything on walls; no tape on concrete floors.
 - d. All temporary structures, forms, booths, etc., shall be removed within 24 hours of the Event.
 - e. Security is the responsibility of IJRA at its own expense as deemed necessary for the protection of valuable displays and buildings during the Event, day and night.
12. INSURANCE: IJRA shall provide a Certificate of Insurance with general liability or special event liability coverage of at least \$1,000,000 per occurrence and \$2,000,000 in aggregate, naming Bannock County and its agents as additional insureds on the policy. The entity shall also provide proof of coverage with at least statutory minimums for workers' compensation, employer's liability, and auto on behalf of any of its employees, drivers, or vehicles who will be participating at the event or used at the location, which shall be delivered to the Bannock County Event Center Office ten (10) days prior to the Event.
13. HAZARDOUS ACTIVITY: IJRA recognizes that this Event has activities that carry inherent risk or injury, property destruction, or death. As such, IJRA 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 13(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. IJRA 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.

14. WARRANTIES: There are no express or implied warranties provided by BANNOCK COUNTY. IJRA, in executing this agreement, is relying upon its own judgment, information, and inspection of the property.
15. 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.
16. ASSIGNMENT OR SUBLETTING PROHIBITED: IJRA shall not assign this rental agreement nor sublet the whole or any part thereof without the written consent of BANNOCK COUNTY.
17. TERMINATION: This Agreement may be terminated at any time by either party if the other party materially breaches any of its representations, warranties, or obligations under this Agreement. In the event of such a breach, and prior to termination, the party alleging the breach must notify the other party in writing and state the nature of the breach, giving the breaching party an opportunity to cure. The time period for the opportunity to cure shall be reasonable, given the nature and timing of the alleged breach. Except as may be otherwise provided in this Agreement, such breach by either party will result in the other party being responsible to reimburse the non-defaulting party for all costs incurred directly as a result of the breach of this Agreement, and shall be subject to such damages as may be allowed by law, including all attorneys' fees and costs of enforcing this Agreement.
18. GOOD FAITH: BANNOCK COUNTY and IJRA shall continue to engage in good-faith communication and negotiation during the term of this agreement to help keep costs low for use by IJRA, while also contemplating the actual costs to BANNOCK COUNTY.
19. ENTIRE AGREEMENT: This is the entire agreement of the parties and can only be modified or amended in writing by the parties.
20. ATTORNEY FEES: If action is brought to enforce the terms or provisions of this lease or to enforce forfeiture for default or to collect damages for breach, the prevailing party in such action shall be entitled to recover from the losing party reasonable attorney fees together with costs authorized by law.
21. 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 IJRA by hand delivery or USPS First-Class Mail to Idaho Junior High Division Rodeo Association, Nate Thompson 3510 Francis St Rexburg Idaho 83440. 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 19th day of March 2026.

BANNOCK COUNTY

_____ Date _____
Scott Crowther, Event Director

BANNOCK COUNTY BOARD OF COMMISSIONERS

_____ Date 3/19/26
Jeff Hough, Chairman

_____ Date 3/19/26
Ernie Moser, Commissioner

_____ Date 3/19/26
Ken Bullock, Commissioner

IDAHO JUNIOR RODEO ASSOCIATION

Nate Thompson

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



ERNIE MOSER
 Commissioner
 1st District

JEFF HOUGH
 Commissioner
 2nd District

KEN BULLOCK
 Commissioner
 3rd District

Business Meeting Agenda Request Form

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

Requestor Name:

Teri Jones

Department:

Event Center

Requestor Email:

tjones@bannockcounty.us

Item(s) to be considered:

Contract Approval for Mike Johnson Vegas Tuffest Qualifiers Event

Date of meeting being requested:

03/12/2026

Time requested:

5 Minutes

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

Contract

Contract/Agreement Begin Date:

06/05/2026

Contract/Agreement End Date:

06/05/2026

List of additional attendees:

Scott Crowther, Chaney Nielson, Teri Jones, & Quinn Romrell

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 Mike Johnson Vegas Tuffest Qualifier Event.

THE PARTIES AGREE TO THE FOLLOWING TERMS AND CONDITIONS:

1. NAME OF EVENT: Mike Johnson Vegas Tuffest Qualifier Event
2. DATE(S) OF EVENT: The above-referenced Event is held once per year. The Mike Johnson Vegas Tuffest Qualifier event is scheduled for June 5, 2026.
3. FEES: Mike Johnson Vegas Tuffest Qualifier's shall pay BANNOCK COUNTY a fee of \$600.00 for the use of the Grandstands, Upper Arena, and tractor. This fee includes allowing (1) outside vendor access and use of the facility.
4. PAYMENT: The entire balance owing shall be paid to BANNOCK COUNTY at least seven (7) days prior to the scheduled Event.
5. FACILITIES: Mike Johnson Vegas Tuffest Qualifiers shall have exclusive access and use of the following facilities at the Event Center: Bannock County's Upper Arena, Bannock County's Grandstands, Bannock County's announcer's booth, Bannock County's PA system, Bannock County's ticket booth, and Bannock County's tractor. Nothing contained herein shall contemplate the use or control of areas and/or structures yet to be developed or erected.
 - a. RV SITE: BANNOCK COUNTY will receive all the revenue from the old and new RV park. Mike Johnson Vegas Tuffest Qualifiers shall be responsible for complying with applicable state, local, and federal laws or regulations. BANNOCK COUNTY will unlock power boxes and allow access to the water supply for use during this Event. Mike Johnson, Vegas Tuffest Qualifier, shall notify the Event Center staff of any maintenance needs as they may arise.
 - b. HORSE STALLS: BANNOCK COUNTY shall be responsible for the collection of any rent/fee they deem proper for use of the Horse Stalls; this agreement shall be solely between BANNOCK COUNTY and the user. Mike Johnson Vegas Tuffest Qualifiers shall be responsible for complying with applicable state, local, and federal laws or regulations. BANNOCK COUNTY shall be responsible for scheduling and cleaning the stalls. BANNOCK COUNTY will ensure the stalls are functional and in good repair prior to the Event.

6. VENDORS: Mike Johnson Vegas Tuffest Qualifiers recognize BANNOCK COUNTY'S right to charge fees for outside Vendors. In consideration of waiving this right, Mike Johnson Vegas Tuffest Qualifier is paying a fee to Bannock County with terms contained in Paragraph 3 of this Agreement. Mike Johnson Vegas Tuffest Qualifiers shall be responsible for complying with applicable state, local, and federal laws or regulations.
7. CONCESSIONS: Concessions located at the Bannock County Event Center will be maintained by BANNOCK COUNTY'S staff. BANNOCK COUNTY will receive 100% of concession sales after costs of operation, food, and similar expenses are covered.
8. FOOD TRUCKS/VENDORS: Mike Johnson Vegas Tuffest Qualifiers will be allowed to have one (1) food truck/vendor. Food truck/vendor shall have all required certifications before entering 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. The food truck/vendor will be responsible for all costs associated with inspections and will report the documents and fees to BANNOCK COUNTY'S staff BEFORE the event. NOTE: Overnight camping by food trucks/vendors is permitted in the RV park. Standard rates will apply. Food truck/vendor will not be allowed to park on BANNOCK COUNTY grass areas, but only in designated areas approved by BANNOCK COUNTY'S staff.
9. SPONSORSHIPS: BANNOCK COUNTY recognizes the right of Mike Johnson, Vegas Tuffest Qualifier, to obtain and display Sponsorships for this Event. No discriminatory, vulgar, or offensive advertising of any kind shall be permitted on Bannock County property. Additionally, BANNOCK COUNTY has current and ongoing independent sponsorships displayed in certain areas at the Facilities to be used. Mike Johnson Vegas Tuffest Qualifiers shall in no way obstruct or hinder from view any sponsorships BANNOCK COUNTY may currently have displayed at the time of the Event.
10. EQUIPMENT USE: BANNOCK COUNTY shall provide Mike Johnson Vegas Tuffest Qualifier with a County tractor to work the arena during the performances. Mike Johnson, Vegas Tuffest Qualifier, shall provide a tractor driver to use the County tractor during these times. Mike Johnson, Vegas Tuffest Qualifiers, shall sign a County-provided waiver prior to any use of the tractor. Mike Johnson Vegas Tuffest Qualifiers is responsible for providing a qualified, experienced tractor driver, and will represent the same upon signing the waiver. No other BANNOCK COUNTY equipment shall be used by Mike Johnson, Vegas Tuffest Qualifier, its agents, officers, employees, volunteers, or patrons without the express written permission of BANNOCK COUNTY, along with a signed waiver.
11. MISCELLANEOUS TERMS AND CONDITIONS:
 - a. Mike Johnson Vegas Tuffest Qualifiers are responsible for and shall pay to repair all damage caused by its employees, volunteers, agents, participants, or invitees to any fixtures, equipment, facilities, and /or grounds as a result of use.

- b. Use of the Facilities shall be in accordance with applicable state, local, and federal laws and regulations.
 - c. Approval must be obtained for the erection of buildings, tents, enclosures, structures, signs, outdoor; no nails, paint, or anything on walls; no tape on concrete floors.
 - d. All temporary structures, forms, booths, etc., shall be removed within 24 hours of the Event.
 - e. Security is the responsibility of Mike Johnson, Vegas Tuffest Qualifier, at its own expense as deemed necessary for the protection of valuable displays and buildings during the Event, day and night.
12. INSURANCE: Mike Johnson Vegas Tuffest Qualifier's shall provide a Certificate of Insurance with general liability or special event liability coverage of at least \$1,000,000 per occurrence and \$2,000,000 in aggregate, naming Bannock County and its agents as additional insureds on the policy. The entity shall also provide proof of coverage with at least statutory minimums for workers' compensation, employer's liability, and auto on behalf of any of its employees, drivers, or vehicles who will be participating at the event or used at the location, which shall be delivered to the Bannock County Event Center Office ten (10) days prior to the Event.
13. HAZARDOUS ACTIVITY: Mike Johnson Vegas Tuffest Qualifier recognizes that this Event has activities that carry inherent risk or injury, property destruction, or death. As such, Mike Johnson Vegas Tuffest Qualifiers 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 13(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. Mike Johnson Vegas Tuffest Qualifier's 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.
14. WARRANTIES: There are no express or implied warranties provided by BANNOCK COUNTY. Mike Johnson, Vegas Tuffest Qualifier, in executing this agreement, is relying upon its own judgment, information, and inspection of the property.
15. 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.

16. ASSIGNMENT OR SUBLETTING PROHIBITED: Mike Johnson Vegas Tuffest Qualifier's shall not assign this rental agreement nor sublet the whole or any part thereof without the written consent of BANNOCK COUNTY.
17. TERMINATION: This Agreement may be terminated at any time by either party if the other party materially breaches any of its representations, warranties, or obligations under this Agreement. In the event of any breach, and prior to termination, the party alleging the breach must notify the other party in writing and state the nature of the breach, giving the breaching party an opportunity to cure. The time period for the opportunity to cure shall be reasonable, given the nature and timing of the alleged breach. Except as may be otherwise provided in this Agreement, such breach by either party will result in the other party being responsible to reimburse the non-defaulting party for all costs incurred directly as a result of the breach of this Agreement, and shall be subject to such damages as may be allowed by law, including all attorneys' fees and costs of enforcing this Agreement.
18. GOOD FAITH: BANNOCK COUNTY and Mike Johnson Vegas Tuffest Qualifier's shall continue to engage in good-faith communication and negotiation during the term of this agreement to help keep costs low for use by Mike Johnson Vegas Tuffest Qualifier's, while also contemplating the actual costs to BANNOCK COUNTY.
19. ENTIRE AGREEMENT: This is the entire agreement of the parties and can only be modified or amended in writing by the parties.
20. ATTORNEY FEES: If action is brought to enforce the terms or provisions of this lease or to enforce forfeiture for default or to collect damages for breach, the prevailing party in such action shall be entitled to recover from the losing party reasonable attorney fees together with costs authorized by law.
21. 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 Mike Johnson Vegas Tuffest Qualifier's by hand delivery or USPS First-Class Mail to Lynette Smith, 342 Smith Lane, Montpelier, ID 83254. 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 19th day of March, 2026.

BANNOCK COUNTY

By: _____ Date _____

BANNOCK COUNTY BOARD OF COMMISSIONERS

_____ Date 3/19/26

Jeff Hough, Chairman

_____ Date 3/19/26

Ernie Moser, Commissioner

_____ Date 3/19/26

Ken Bullock, Commissioner

MIKE JOHNSON VEGAS TUFFEST QUALIFIER EVENT

Lynette Smith, Secretary

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



ERNIE MOSER
 Commissioner
 1st District

JEFF HOUGH
 Commissioner
 2nd District

KEN BULLOCK
 Commissioner
 3rd District

Business Meeting Agenda Request Form

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Requestor Name:

Teri Jones

Department:

Event Center

Requestor Email:

tjones@bannockcounty.us

Item(s) to be considered:

Contract approval for District 8 Idaho High School & Jr High Rodeo

Date of meeting being requested:

03/12/2026

Time requested:

5 Minutes

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

Contract

Contract/Agreement Begin Date:

04/24/2026

Contract/Agreement End Date:

05/16/2026

List of additional attendees:

Scott Crowther, Chaney Nielson, Teri Jones, & Quinn Romrell

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 District 8 Idaho High School & Jr. High Rodeo, a Non-Profit Corporation.

THE PARTIES AGREE TO THE FOLLOWING TERMS AND CONDITIONS:

1. NAME OF EVENT: District 8 Idaho High School & Jr. High Rodeo
2. DATE(S) OF EVENT: District 8 Idaho High School & Jr. High Rodeo will abide by all contractual agreements and requirements. The 2026 District 8 Idaho High School & Jr. High Rodeo will be held on April 24 and 25, 2026, and May 1, 2, 15, and 16, 2026
3. FEES: District 8 Idaho High School & Jr. High Rodeo shall pay BANNOCK COUNTY a fee of \$1380.00 for the use of the facility commencing in 2026.
4. PAYMENT: The entire balance owing shall be paid to BANNOCK COUNTY at least seven (7) days prior to the scheduled Event.
5. FACILITIES: District 8 Idaho High School & Jr. High Rodeo shall have exclusive access and use of the following facilities at the Event Center: Indoor Arena, Tractor, PA System, and Box Office. Nothing contained herein shall contemplate the use or control of areas and/or structures yet to be developed or erected.
6. RV SITE: BANNOCK COUNTY shall be responsible for the collection of any rent/fee they deem proper for use of the South RV Park and the North RV Park, and BANNOCK COUNTY will receive all the revenue. District 8 Idaho High School & Jr. High Rodeo shall be responsible for complying with applicable state, local, and federal laws or regulations. BANNOCK COUNTY will unlock power boxes and allow access to the water supply for use during this Event. District 8 Idaho High School & Jr. High Rodeo shall notify the Event Center staff of any maintenance needs as they may arise.
7. HORSE STALLS: BANNOCK COUNTY shall be responsible for the collection of any rent/fee they deem proper for use of the Horse Stalls. District 8 Idaho High School & Jr. High Rodeo shall be responsible for complying with applicable state, local, and federal laws or regulations. District 8 Idaho High School & Jr. High Rodeo shall be responsible for scheduling and cleaning the stalls. District 8 Idaho High School & Jr. High Rodeo shall place the manure/shavings outside each stall, so Bannock County can dispose of the same. BANNOCK COUNTY will ensure the stalls are functional and in good repair prior to the Event.
8. SPONSORSHIPS: BANNOCK COUNTY recognizes the right of District 8 Idaho High School & Jr. High Rodeo to obtain and display Sponsorships for this Event. No

discriminatory, vulgar, or offensive advertising of any kind shall be permitted on Bannock County property. Additionally, BANNOCK COUNTY has current and ongoing independent sponsorships displayed in certain areas at the Facilities to be used. District 8 Idaho High School & Jr. High Rodeo shall in no way obstruct or hinder from view any sponsorships BANNOCK COUNTY may currently have displayed at the time of the Event.

9. CONCESSIONS: Concessions located at the Bannock County Event Center will be operated and maintained by the BANNOCK COUNTY staff, with BANNOCK COUNTY receiving 100% of the profit AFTER costs of operation, food, etc. are covered.

10. FOOD TRUCKS/VENDORS: District 8 Idaho High School & Jr. High Rodeo will be allowed to have up to three (3) food trucks/vendors. Food trucks/vendors must have all required certifications before entering the property of Bannock County. These include, but are 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 costs associated with inspections and will report the documents and fees to BANNOCK COUNTY'S staff BEFORE the event. NOTE: Overnight camping by food trucks/vendors is permitted in the RV park. Standard rates will apply. Food trucks/vendors will not be allowed to park on BANNOCK COUNTY'S grass areas, but only in designated areas approved by BANNOCK COUNTY'S staff.

11. EQUIPMENT USE: BANNOCK COUNTY shall provide District 8 Idaho High School & Jr. High Rodeo a County tractor to work the arena during the performances. District 8 Idaho High School & Jr. High Rodeo shall provide a tractor driver to use the County tractor during these times. District 8 Idaho High School & Jr. High Rodeo shall sign a county-provided waiver prior to any use of the tractor. District 8 Idaho High School & Jr. High Rodeo is responsible for providing a qualified, experienced tractor driver and will represent that driver upon signing the waiver. No other BANNOCK COUNTY equipment shall be used by District 8 Idaho High School & Jr. High Rodeo, its agents, officers, employees, volunteers or patrons without the express written permission of BANNOCK COUNTY, along with a signed waiver.

12. MISCELLANEOUS TERMS AND CONDITIONS:
 - a. District 8 Idaho High School & Jr. High Rodeo is responsible for and shall pay to repair all damage caused by its employees, volunteers, agents, participants or invitees to any fixtures, equipment, facilities, and /or grounds as a result of use.
 - b. Use of the Facilities shall be in accordance with applicable state, local, and federal laws and regulations.
 - c. Approval must be obtained for the erection of buildings, tents, enclosures, structures, signs, outdoor; no nails, paint, or anything on walls; no tape on concrete floors.

- d. All temporary structures, forms, booths, etc., shall be removed within 24 hours of the Event.
 - e. Security is the responsibility of DISTRICT 8 HIGH SCHOOL & JR. HIGH RODEO at its own expense as is deemed necessary for the protection of valuable displays and buildings during the Event, day and night.
13. INSURANCE: District Idaho High School & Jr. High Rodeo shall provide a Certificate of Insurance with general liability or special event liability coverage of at least \$1,000,000 per occurrence and \$2,000,000 in aggregate, naming Bannock County and its agents as additional insureds on the policy. The entity shall also provide proof of coverage with at least statutory minimums for workers' compensation, employer's liability, and auto on behalf of any of its employees, drivers, or vehicles who will be participating at the event or used at the location, which shall be delivered to the Bannock County Event Center Office ten (10) days prior to the Event.
14. HAZARDOUS ACTIVITY: District 8 Idaho High School & Jr. High Rodeo recognizes that this Event has activities that carry inherent risk or injury, property destruction, or death. As such, District 8 Idaho High School & Jr. High Rodeo 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 14(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. District 8 Idaho High School & Jr. High Rodeo 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.
15. WARRANTIES: There are no express or implied warranties provided by BANNOCK COUNTY. District 8 Idaho High School & Jr. High Rodeo, in executing this agreement, is relying upon its own judgment, information, and inspection of the property.
16. 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.
17. ASSIGNMENT OR SUBLETTING PROHIBITED: District 8 Idaho High School & Jr. High Rodeo shall not assign this rental agreement nor sublet the whole or any part thereof without the written consent of BANNOCK COUNTY.

18. TERMINATION: This Agreement may be terminated at any time by either party if the other party materially breaches any of its representations, warranties, or obligations under this Agreement. In the event of any breach, and prior to termination, the party alleging the breach must notify the other party in writing and state the nature of the breach, giving the breaching party an opportunity to cure. The time period for the opportunity to cure shall be reasonable, given the nature and timing of the alleged breach. Except as may be otherwise provided in this Agreement, such breach by either party will result in the other party being responsible to reimburse the non-defaulting party for all costs incurred directly as a result of the breach of this Agreement, and shall be subject to such damages as may be allowed by law, including all attorneys' fees and costs of enforcing this Agreement.

19. GOOD FAITH: BANNOCK COUNTY and District 8 Idaho High School & Jr. High Rodeo shall continue to engage in good-faith communication and negotiation during the term of this agreement to help keep costs low for use by District 8 Idaho High School & Jr. High Rodeo, while also contemplating the actual costs to BANNOCK COUNTY.

20. ENTIRE AGREEMENT: This is the entire agreement of the parties and can only be modified or amended in writing by the parties.

21. ATTORNEY FEES: If action is brought to enforce the terms or provisions of this lease or to enforce forfeiture for default or to collect damages for breach, the prevailing party in such action shall be entitled to recover from the losing party reasonable attorney fees together with costs authorized by law.

22. 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 District 8 Idaho High School & Jr. High Rodeo by hand delivery or USPS First-Class Mail to Lynette Smith, 342 Smith Lane, Montpelier, ID 83254. 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 19th day of March 2026.

BANNOCK COUNTY

By: _____ Date _____

BANNOCK COUNTY BOARD OF COMMISSIONERS

_____ Date 3/19/26
Jeff Hough, Chairman

_____ Date 3/19/26
Ernie Moser, Commissioner

_____ Date 3/19/26
Ken Bullock, Commissioner

DISTRICT 8 IDAHO HIGH SCHOOL & JR. HIGH RODEO

Quinn Romrell, President

BANNOCK COUNTY COMMISSIONERS

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



ERNIE MOSER
 Commissioner
 1st District

JEFF HOUGH
 Commissioner
 2nd District

KEN BULLOCK
 Commissioner
 3rd District

Business Meeting Agenda Request Form

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Requestor Name:

Teri Jones

Department:

Event Center

Requestor Email:

tjones@bannockcounty.us

Item(s) to be considered:

Talk about tractors for Event Center

Date of meeting being requested:

03/19/2026

Time requested:

5 Minutes

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

No

Contract/Agreement Begin Date:

Contract/Agreement End Date:

List of additional attendees:

Scott Crowther

BANNOCK COUNTY COMMISSIONERS

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



ERNIE MOSER

Commissioner
 1st District

JEFF HOUGH

Commissioner
 2nd District

KEN BULLOCK

Commissioner
 3rd District

Business Meeting Agenda Request Form

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Requestor Name:

Nancy Allen

Department:

for Parks & Rec

Requestor Email:

nancyn@bannockcounty.us

Item(s) to be considered:

Lowe's Bucket List Grant: 2026 Community Impact Project Nomination - seeking permission to apply online for playground equipment at the Wellness Complex

Date of meeting being requested:

03/19/2026

Time requested:

5 Minutes

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

External Funding

Contract/Agreement Begin Date:

Contract/Agreement End Date:

List of additional attendees:

Scott Crowther

GRANT TEAM RISK ASSESSMENT FOR GRANTS

Department:	<u>Event Center</u>	Apply for award	X		
Project name:	<u>Lowe's Community Bucket List Project</u>	Do not apply			
Assistance Listing # <i>(formerly CFDA #)</i>		Federal Procurement			
Grant Writing		<i>No (0 pts)</i>	<i>Maybe (2.5 pts)</i>	<i>Yes (5 pts)</i>	<i>Score</i>
Project clearly eligible for grant? Meets priorities of the grant? If no, stop, do not apply.				X	5
Will administrative costs be allowed by the grant? Equipment only = 5				X	5
Matching funds: 0: cash or mix required, not budgeted; 2.5: match obtainable; 5: No match, or has been/can be budgeted, in-kind easily obtainable				X	5
Sufficient time to prepare grant submission before the due date?			X		2.5
Department and/or Grant Team have adequate time to write grant?				X	5
Award odds assessment: 0: strong competition, small number of awards, odds of award <10% 2.5: open competition, odds of award >10% to <50% 5: Meets top priorities, odds of award greater than 50%		X			0
Funding agency history: 0: none; 2.5: funder known/no history; 5: good relationship with funder		X			0
No organizational resources needed (space, equipment, in-kind)			X		2.5
Are new personnel fully covered by grant? n/a = 5				X	5
Sustainability: 0: difficult, may require significant ongoing commitment of resources; 2.5: effort needed, may require some ongoing support; 5: minimal additional resources OR no sustainability expected/needed				X	5
Aligns with department's mission				X	5
Existing or imminently anticipated need				X	5
Program will not be a duplication of existing efforts in area				X	5
Expertise of department/director in relevant area				X	5
Staff training: 0: required, not funded; 2.5: Minimal, some covered; 5: Minimal, required and costs covered				X	5
Program partnership: 0: needed/not developed; 2.5: potential identified; 5: not needed/already contacted				X	5
Procurement complexity: 0: multiple/phases/formal; 2.5: 1-2 simple/semi-formal; 5: none			X		2.5
Department capacity to administer and monitor project				X	5
Auditing capacity for processing, reporting, and monitoring				X	5
Department capacity for tracking/progress reports				X	5
Comments: Please note, we will need to coordinate possible Lowes volunteers.					82.5
					Score
Scoring Key: 70% = Yes 50-69% = Maybe <50 = No	Possible adjustments to scoring: New personnel required -3 New system (reporting/application) -1 to 10 Subaward (adds admin burden) -4 Davis Bacon required -10 Does proposal provide operational support (rather than project support) up to +5				
Auditing/Grant Team: <i>LuAnn Losee</i>	Date:	03/16/2026			
Override of Recommendation not to apply: Justification:	Date:				
Commissioner:	Date:				

WHAT'S ON YOUR COMMUNITY BUCKET LIST?

We all dream of ways to improve our communities – a bucket list of project ideas to help make the places we love better and stronger. Whether it's revitalizing a community center, upgrading a food pantry or improving a park where neighbors gather, these projects start with ideas from people who know their communities best.

That's where you come in. *Lowe's wants to know, what's on your community bucket list?*

Project ideas submitted here will be used to select up to 100 Lowe's Community Impact Grants. In addition, ideas may be shared broadly across Lowe's teams and stores to help inform other community projects. Together, these efforts will help Lowe's bring more than 2,000 community impact projects to life nationwide this year.

Submit a Community Bucket List Project

Lowe's Community Bucket List project nominations will be accepted February 18, 2026 through March 20, 2026.

Join the Lowe's Community Bucket List Tour coming to a city near you. Find additional details [here](#).

February 23 – March 1: Lowe's of West Dallas, TX & Lowe's of Central Louisville, KY;

February 26 – 28: Lowe's of Alabaster, AL & Lowe's of Mission Valley – San Diego, CA

March 5 – 7: Lowe's of South Philadelphia, PA & Lowe's of Land o Lakes, FL

March 12 – 14: Lowe's of Allen Park, MI & Lowe's of Maplewood, MO

March 18 – 20: Salt Lake City, Utah

NOMINATION FORM

2026 Community Impact Project Nomination Form

To submit a project nomination, please use the form provided below. Responses should be entered directly into the form. Please do NOT draft answers in other applications (e.g., Word, email, or notes apps) and paste them in, as doing so will prevent successful submission.

All answers must be typed directly into this form for your submission to be accepted.

As you complete your nomination, please keep in mind the following:

All nominations must be submitted by March 20, 2026 at 11:59pm ET.

Project ideas must be related to making physical improvements to a community space. Lowe's will not consider ideas that improve an individual's home or for-profit business location.

A local nonprofit, school or city/municipality must be willing and able to lead the project.

Do not enter more than one nomination per project - nominating a project multiple times will not increase the likelihood of a project being selected.

If you are unsure if your project qualifies, please see the Program Terms and Conditions and check out Past Projects.

Thank you. We can't wait to hear from you!

* = Indicates question is required

FIRST NAME*

LAST NAME*

EMAIL ADDRESS*

PHONE NUMBER*

ARE YOU AT LEAST 21 YEARS OLD?*

- Select - 

I UNDERSTAND THAT LOWE'S COMMUNITY IMPACT PROJECTS ARE MEANT FOR LOCAL NONPROFITS, SCHOOLS OR CITIES/MUNICIPALITIES.*

- Select - 

WHAT TYPE OF ORGANIZATION ARE YOU NOMINATING?*

- Select - 

NAME OF ORGANIZATION YOU ARE NOMINATING*

Nonprofit Contact Details

CONTACT NAME*

PHONE NUMBER*

EMAIL ADDRESS*

EIN NUMBER (OPTIONAL)

ADDRESS (NO P.O. BOXES)*

CITY*

STATE*

- Select - 

ZIP CODE*

Tell us about the project you are nominating.

WHERE IS THE PROJECT LOCATED? (IF THE PROJECT DOESN'T HAVE AN EXACT ADDRESS PLEASE PROVIDE THE ADDRESS OF THE NEAREST LANDMARK)*

ADDRESS (NO P.O. BOXES)*

CITY*

STATE*

- None - 

ZIP CODE*

PLEASE ESTIMATE THE DISTANCE BETWEEN THIS PROJECT AND THE NEAREST LOWE'S STORE:*

- Select - 

WHAT IS THE CLOSEST LOWE'S STORE TO THIS PROJECT LOCATION? IF YOU ARE UNSURE, PLEASE CHECK THE [LOWE'S STORE LOCATOR](#).*

- Select - 

DESCRIBE THE SPACE YOU ARE PROPOSING TO IMPROVE AND THE WORK TO BE COMPLETED AS A PART OF THE RENOVATION.*

WHY IS THE PROJECT YOU'RE NOMINATING IMPORTANT AND HOW WILL IT MAKE A LONG-TERM DIFFERENCE IN THE COMMUNITY?*

250 word(s) remaining

WHAT IS THE INSPIRATION BEHIND THIS PROJECT?
WHY IS THIS PROJECT IMPORTANT TO YOU?*

250 word(s) remaining

HOW WILL THIS LOWE'S COMMUNITY IMPACT GRANT
BE USED?*

250 word(s) remaining

WHAT IS THE CURRENT STATUS OF THIS PROJECT?*

CAN THE PROJECT BE COMPLETED BETWEEN AUGUST
7 – DECEMBER 15, 2026?*

WHAT GRANT AMOUNT IS REQUESTED?*

HOW DID YOU FIRST HEAR ABOUT LOWE'S
COMMUNITY IMPACT GRANT PROGRAM?*

CLICK HERE TO CONFIRM YOU HAVE READ AND ACCEPT THE PROGRAM TERMS AND CONDITIONS.*

 I'm not a robot reCAPTCHA
Privacy - Terms

Submit

2026 Community Impact Grant Program Terms and Conditions

1. **OVERVIEW:** Lowe's wants to enhance the communities in which we all live by providing funding for up to 100 charitable projects that improve community resources/spaces. While Lowe's may select some of the projects based on its own charitable initiatives, Lowe's invites customers from across the United States to nominate community impact projects through the Community Impact Grant Program ("**Program**"). From the nominations received through the Program website, lowes.com/bucketlist ("**Website**"), Lowe's selection committee ("**Selection Committee**") will ultimately select eligible community impact projects ("**Community Impact Project(s)**") to fund ("**Grant(s)**") for completion by local nonprofits and/or government entities ("**Grant Recipients**") as further set forth below. Separately, customer nominations may also inform more than 2,000 projects to improve communities across the country.
2. **PROGRAM PERIOD:** The Program nomination phase starts on February 18, 2026 at 12:00 AM (midnight) Eastern Time ("**ET**") and ends on March 20, 2026 at 11:59:59 PM ET ("**Program Nomination Period**"). The official time keeping device for this Program is the Website.
3. **WHO CAN NOMINATE:** This Program is open to legal residents of the fifty (50) United States and the District of Columbia, who are at least twenty-one (21) years of age or older at the time of nomination. Each eligible entrant is a "**Nominator**".

The following individuals are not eligible to nominate a Community Impact Project:

- (i) Any individual member of the Selection Committee reviewing nominations and helping narrow down or select Grant Recipients ("**Program Reviewer(s)**");
- (ii) Any employee, officers, directors, and agents of any for profit company or for-profit entity (excluding Lowe's Companies, Inc. and its affiliates) involved in the implementation and execution of Program ("**Program Implementor(s)**"); and
- (iii) Immediate Family Members of any Program Reviewer and/or Program Implementor ("**Immediate Family Member(s)**" defined as (1) spouse; and (2) parent, child, sibling, and each of their respective spouses and "steps" of each, regardless of where they reside); and
- (iv) Any individual who lives in the same household as a Program Reviewer and/or Program Implementor.

For avoidance of doubt, associates of Lowe's Companies, Inc. and its affiliates (collectively, "**Lowe's**"), other than those included in 3(i) above, are eligible to nominate community impact projects.

Nominator's participation constitutes his/her full and unconditional agreement to these Terms and Conditions. Lowe's, or at Lowe's election its third-party entities' helping implement and execute the Program ("**Third-Party Vendors**") decisions and interpretations, are final and binding in all matters related to the Program. Awarding any Grant is contingent upon fulfilling all requirements set forth herein and any other condition provided by Lowe's and Selection Committee's sole and absolute discretion. Nominators and/or potential Grant Recipients may be required to provide proof of identification and eligibility as requested by Lowe's or any of its Third-Party Vendors.

**NO PURCHASE OR PAYMENT NECESSARY TO APPLY OR RECEIVE A GRANT.
PURCHASE HISTORY WILL NOT IMPACT GRANT DECISIONS.**

4. ELIGIBLE PROJECTS: Community Impact Projects must meet the following requirements (“Eligible Community Impact Projects”):

- (i) Must be capable of being sponsored by nonprofit entity recognized under Section 501(c)(3) of the Internal Revenue Code (“**Nonprofit**”) or a government entity;
- (ii) Must benefit the community as a whole as opposed to small group or individual;
- (iii) Must involve making physical improvements or enhancements;
- (iv) Must fall into at least one of the following categories:
 - Community Centers/Services (e.g. youth centers, senior citizen centers, veteran’s centers, food pantries, etc.);
 - Safe Affordable Housing (e.g. homeless shelters, tiny home villages, etc.);
 - First Responder Facilities (e.g. fire stations, police stations, etc.);
 - Community Revitalization (e.g. school, community park, community garden, renovations to downtown plaza, historic theaters, etc.);
 - Skilled Trades Education initiatives (e.g. mobile training programs, high school vocational, etc.)
- (v) Must not benefit or sponsor:
 - A single individual (e.g. an individual that needs his/her home improved or repaired, etc.);
- (vi) Must not sponsor:
 - Community sports teams, activities, or events;
- (vii) Must be able to be completed on or before December 15, 2026;
- (viii) Must be able to provide volunteer opportunities for Lowe’s associates;
- (ix) Must be able to be completed with Lowe’s grant funding;
- (x) Physical location of the nominated Community Impact Project must be located in the United States and be within 30 miles of a Lowe’s store; and
- (xi) Must not be a Community Impact Project that Nominator or Nominator’s Immediate Family Members receive financial benefit from.

5. HOW TO NOMINATE A PROJECT: During the Program Nomination Period, a Nominator must visit [lowes.com/bucketlist](https://www.lowes.com/bucketlist) and enter the information requested on the nomination form (collectively, “**Submission**”), which may include without limitation:

- (i) Nominator’s first and complete last name (no initials), phone number, and email address;
- (ii) Name of the nonprofit that will lead the Community Impact Project;
- (iii) Contact information for the nonprofit (contact first name, last name, phone number, email address and mailing address);
- (iv) Community Impact Project location; and
- (v) Description of the Community Impact Project work that needs to be done;
- (vi) Why the Community Impact Project is important to the Nominator;
- (vii) Current status of the Community Impact Project;
- (viii) Whether or not the Community Impact Project can be started or continued and completed between August – December 15, 2026;
- (ix) How the Grant funds will be used; and

- (x) Estimated cost to complete the Community Impact Project

NOTE: By submitting a Submission, each Nominator agrees that his/her Submission conforms to the Submission Requirements set forth in Section 5 below and all other terms and conditions in these Terms and Conditions and that Lowe's, or its Third Party Vendors, may, in their sole and absolute discretion, disqualify him/her from the Program if Lowe's (in its sole discretion) decides that his/her Submission fails to conform to the Submission Requirements or any other provision of these Terms and Conditions.

6. SUBMISSION GUIDELINES AND REQUIREMENTS: Each Submission must comply with the following Terms and Conditions:

- (i) Must not contain material that violates or infringes another's rights, including, but not limited to, privacy, publicity, or intellectual property rights, including copyright infringement, or legal or moral rights of any third party, living or deceased;
- (ii) Must not disparage Lowe's or any other person or party affiliated with the operation and administration of this Program;
- (iii) Must not include any personally identifiable information other than as necessary to complete the nomination form;
- (iv) Must be the original work of the Nominator and must not contain music, quotes, parodies, or other materials not created by Nominator;
- (v) Must not contain, facilitate, reference, or use material that is fraudulent, inappropriate, indecent, lewd, pornographic, obscene, hateful, tortious, defamatory, slanderous, or libelous;
- (vi) Cannot be sexually explicit or suggestive, unnecessarily violent or derogatory of any ethnic, racial, gender, religious, professional or age group, profane or pornographic, or contain nudity or any materially dangerous activity;
- (vii) Must not contain, facilitate, reference, or use material that contains prohibited content which shall include, but is not limited to content that promotes, suggests, or encourages:
 - (a) gambling, including without limitation, any content related to online casinos, sports books, bingo, or poker;
 - (b) the use of firearms/weapons/ammunition, any illegal drugs, prostitution, pornography, nudity, profanity or other adult content, violence, or the use of alcohol or tobacco products; and
 - (c) the taking up of arms against any person, government or entity or otherwise challenge or seek to overthrow any government;
- (viii) Must not contain any viruses, spyware, malware, or other malicious components that are designed to harm the functionality of a computer in any way;
- (ix) Must not contain, facilitate, reference, or use material that promotes bigotry, racism, hatred or harm against any group or individual or promotes discrimination based on race, gender, ethnicity, religion, nationality, disability, sexual orientation, political orientation, citizenship, ancestry, marital status, or age; and
- (x) Must not contain material that is unlawful, in violation of or contrary to the laws or regulations in any jurisdiction where the photograph or video was created.

NOTE: If any Submission fails to comply with any of these Submission Requirements or any other provisions of these Terms and Conditions, Lowe's and/or its Third-Party Vendors reserve the right, but are not obligated, to disqualify the Submission.

Further, no Community Impact Project will be eligible to receive funding from a Grant unless Lowe's determines, in its sole and absolute discretion, that such Community Impact Project is capable of and is sponsored by or otherwise adopted for implementation and execution by a Nonprofit or government entity.

Each person who fills out a nomination form for this Program represents and warrants as follows:

- (i) the Submission is the Nominator's own original;
- (ii) the Submission does not contain any computer virus (as applicable), is otherwise uncorrupted, is wholly original with Nominator, and as of the date of submission, is not the subject of any actual or threatened litigation or claim;
- (iii) the Submission does not and will not violate or infringe upon the intellectual property rights or other rights of any third party;
- (iv) Nominator has obtained permission from any person whose name is used in the Submission; and
- (v) the Submission does not and will not violate any applicable laws and is not and will not be defamatory or libelous.

Nominator hereby agrees to indemnify and hold Lowe's Companies, Inc, its affiliates and subsidiaries, any individual, company, organization or an entity involved in the execution and/or implementation of the Program, as well as any of the foregoing entities' employees, officers, directors, representatives, and agents (collectively, "**Program Entities**") harmless from and against any and all claims, actions or proceedings of any kind and from any and all damages, liabilities, costs and expenses relating to or arising out of any non-compliance with the Terms and Conditions, including breach or alleged breach of any of the warranties, representations or agreements of entrant hereunder.

By submitting a Submission, Nominator hereby grants permission for the Submission to be publicly posted, at Lowe's sole discretion. By submitting a Submission, Nominator grants Lowe's an unlimited, worldwide, royalty-free, irrevocable, perpetual, transferable license and right to publish, use, publicly perform and display the Submission in whole or in part, in any way, in any and all media, without limitation, and without consideration to the Nominator, for promotional or marketing purposes. The Program Entities are not responsible for lost, late, stolen, damaged, incomplete, invalid, un-intelligible, garbled, delayed or misdirected Submissions – all of which will be void. Lowe's reserves the right to disqualify any Nominator and/or Submission in its sole and absolute discretion.

7. JUDGING AND SELECTION OF GRANT RECIPIENTS. There are two (2) rounds of judging:

- (i) **First Round.** Throughout the Program Nomination Period, the eligible Submissions will be judged by a panel of qualified judges comprised of employees of Lowe's and its Third-Party Vendor ("**Judges**") according to the following judging criteria: (i) Type of Community Impact; (ii) Demonstrated Need; (iii) Feasibility and; (iv) Lasting Benefit (collectively, "**Judging Criteria**"). The Judges will select the top two hundred (200) nominated Eligible

Community Impact Projects (“**Finalists**”).

- (ii) **Second Round:** Lowe’s and/or its designee will obtain additional information about the Finalists, and the Judges will evaluate the Finalists based on the judging criteria, additional information obtained, and the following criteria and select up to one hundred (100) Submissions to be potential Grant Recipients:
- (a) Balanced number of Community Impact Projects in urban/rural communities;
 - (b) Disperse geographic reach across the United States;
 - (c) Economic impact on the community served;
 - (d) Willingness of a Nonprofit or government entity to facilitate and oversee the Community Impact Project; and
 - (e) Ability to Complete Community Impact Project on or before December 15, 2026.

The potential Grant Recipients are each considered a potential Grant Recipient pending verification of eligibility and compliance with these Terms and Conditions, and agreement to grant conditions as further described below. Decisions of the Judges are final, and binding and Nominator hereby waives any and all rights to view the evaluations, scoring, rating methodology, or anything related thereto. Judge’s decisions are final and non-appealable. Judges shall avoid approval of any projects from which they may personally benefit. Any Judge who may benefit from a particular nominated project shall recuse himself or herself from voting on that nominated project. Should a majority of Judges potentially benefit from a specifically nominated project, such nominated project shall be disqualified.

- (iii) Customer submissions that are not selected for a Community Impact Grant may be provided to stores to inform their community engagement efforts.

8. GRANTS AND CONDITIONS:

- (i) **Grants:** Amount of each Grant awarded will be determined by Lowe’s in its sole and absolute discretion and may take into consideration the Community Impact Project budget, other Community Impact Projects that have received grants, available funds and/or other Judging Criteria. Each Grant will be awarded by Lowe’s or its designee to a Nonprofit or government entity who can and is willing to accept responsibility for completion of the Community Impact Project. Grants may be in the form of cash or Lowe’s gift cards in Lowe’s sole discretion.
- (ii) **Grant Conditions: Each Grant Recipient will be required to sign a separate agreement with Lowe’s and/or its designee which governs the terms and conditions of the Grant.** The Program Entities shall not be held responsible for any delays in awarding or fulfilling a Grant for any reason. It is Lowe’s ’s intent to fund up to one hundred (100) Community Impact Projects.. In the event of an insufficient number of eligible Submissions and/or qualified Community Impact Projects, Lowe’s may in its sole discretion, select projects from outside the Program. The actual number and amount of Grants funded by the Program will depend upon the number of eligible Submissions, qualified Community Impact Projects and the number of projects selected by Lowe’s to fund outside the Program.

Potential Grant Recipients are subject to verification of eligibility and compliance with these Terms and Conditions. **Lowe’s and/or its Third-Party Vendors may request additional**

information from Nominator, Community Impact Project representatives, Nonprofit and/or government entity or require that Grant recipients enter into a separate agreement with Lowe's or its designee which contains separate terms and conditions.

Each Grant Recipient may be subject to additional due diligence before the Grant is awarded. Lowe's reserves the right to disqualify the Submission, including Community Impact Project and/or potential Grant recipient related thereto based on the results of such background check and/or due diligence if Lowe's determines in its sole discretion that the awarding of the Grant or the Community Impact Project itself might reflect negatively on Lowe's. Potential Grants and Community Impact Projects are subject to verification of eligibility and compliance with these Terms and Conditions. Failure to provide all required information within the stated time period may result in no longer being considered for a Grant or otherwise a forfeiture of the Grant.

Each Grant Recipient will be required to sign a separate agreement with Lowe's or its designee, including a Liability/Publicity Release and/or a performance contract confirming the recipient's eligibility and that it will use Grant funds toward completion of the Community Impact Project and fulfillment of Grant conditions, which may require that the recipient provide Lowe's or its designee with status reports and social media posts regarding progress and permit Lowe's or its designee to photograph or videotape progress on the Community Impact Project and post same in promoting the Community Impact Project, the Program and/or Lowe's business. Upon verification of eligibility, the contact for the Grant recipient will be contacted regarding Grant issuance. The Program Entities shall not be held responsible for any delays in awarding or fulfilling a Grant or completing a Community Impact Project for any reason. Grants are not transferable. Grant recipients are responsible for all aspects of the Community Impact Project other than the Grant funds provided by Lowe's pursuant to this Program.

Additionally, each Grant Recipient must maintain the following insurance coverage: (i) a general liability insurance policy no less than USD \$500,000 per occurrence and USD \$500,000 in aggregate; (ii) umbrella or excess liability coverage not less than USD \$1,000,000 per occurrence and USD \$1,000,000 in aggregate; (iii) hired and non-owned auto liability coverage not less than USD \$300,000; (iv) and workers compensation coverage as required by applicable law. Grant Recipient shall name Points of Light and Lowe's as an additional insured under general liability, automobile and umbrella policies, and coverage shall be provided on a primary and non-contributory basis. Grant Recipient shall be permitted to use up to five thousand dollars (\$5,000) of the Grant to satisfy the insurance requirements. Additionally, Grant Recipients are strongly encouraged to maintain directors and officers liability insurance. Notwithstanding the above, in the event that Grant Recipient maintains a general liability policy in the amount of \$2,000,000 in aggregate and hired and non-owned auto liability coverage of USD \$1,000,000, Grant Recipient is not required to comply with subsection (ii) regarding umbrella or excess liability coverage.

- 9. LIMITATION OF LIABILITY; CONDITIONS; FORCE MAJEURE:** By participating in this Program, Nominators and Grant recipients on behalf of themselves and/or any organization that they represent, agree that the Program Entities and each of their respective affiliates, subsidiaries, representatives, consultants, contractors, legal counsel, advertising, public relations, promotional, fulfillment and marketing agencies, website providers and each their respective officers, directors, stockholders, employees, representatives, designees and agents ("**Released Parties**") are not responsible for: (i) lost, late, incomplete, stolen, misdirected, postage due or undeliverable e-mail notifications, telephone calls, or postal mail; (ii) any computer, telephone, satellite, cable, network, electronic or Internet hardware or software malfunctions, failures, connections, or availability; (iii) garbled, corrupt or jumbled transmissions, service provider/Internet/website/UseNet accessibility,

availability or traffic congestion; (iv) any technical, mechanical, printing or typographical or other error; (v) the incorrect or inaccurate capture of registration information or the failure to capture, or loss of, any such information; (vi) any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, technical error, theft or destruction or unauthorized access to the Program; (vii) any injury or damage, whether personal or property (including any injury related to implementation of the Community Impact Project or use of the Grant), to Nominator's or to any person's computer related to or resulting from participating in the Program and/or accepting or using the Grant; and (viii) Submissions that are late, forged, lost, misplaced, misdirected, tampered with, incomplete, deleted, damaged, garbled or otherwise not in compliance with the Terms and Conditions. Further, the Released Parties are not responsible for any undelivered telephone calls, messages or e-mails, including without limitation, e-mails that are not received because of a Nominator's privacy or spam filter settings that may divert any winner notification or other Program related e-mail to a spam or junk folder.

By entering the Program, each Nominator and Grant recipient agrees: (i) to be bound by these Terms and Conditions, including Submission requirements; (ii) to waive any rights to claim ambiguity with respect to these Terms and Conditions; (iii) to waive all of his/her rights to bring any claim, action or proceeding against any of the Released Parties in connection with the Program; and (iv) to forever and irrevocably agree to release and hold harmless each of the Released Parties from any and all claims, lawsuits, judgments, causes of action, proceedings, demands, fines, penalties, liability, costs and expenses (including, without limitation, reasonable attorneys' fees) that may arise in connection with: (a) the Program, including, but not limited to, any Program-related activity or element thereof, and the Nominator's Submission, participation or inability to participate in the Program; (b) the violation of any third-party privacy, personal, publicity or proprietary rights; (c) acceptance, attendance at, receipt, travel related to, participation in, delivery of, possession, defects in, use, non-use, misuse, inability to use, loss, damage, destruction, negligence or willful misconduct in connection with the use of the Grant (or any component thereof); (d) any change in the Grant (or any components thereof); (e) human error; (f) any wrongful, negligent, or unauthorized act or omission on the part of any of the Released Parties; or (g) the negligence or willful misconduct by Nominator.

If, for any reason, the Program is not capable of running as planned, or the integrity and or feasibility of the Program is severely undermined by any event beyond the control of Lowe's, including but not limited to fire, flood, epidemic, pandemic, earthquake, explosion, labor dispute or strike, act of God or public enemy, satellite or equipment failure, riot or civil disturbance, war (declared or undeclared), terrorist threat or activity, or any federal, state or local government law, order, or regulation, order of any court or jurisdiction, infection by computer virus, unauthorized intervention, technical failures or other cause not reasonably within the control of Sponsor (each a "**Force Majeure**" event or occurrence), or in the event of insufficient submissions or insufficient qualified projects, Lowe's reserves the right, at its sole discretion, to abbreviate, cancel, terminate, modify, suspend or extend the Program and/or proceed with the Program, including at its discretion, the selection of Grant recipients in a manner it deems fair and reasonable, including the selection of Grant recipients from among eligible Submissions received prior to such cancellation, termination, modification or suspension without any further obligation provided such Submissions include an Eligible Community Impact Project and such Grant recipient follows all other terms and conditions of the Program and/or separate agreement between Lowe's and/or designee.

- 10. DISPUTES: THIS PROGRAM IS GOVERNED BY, AND WILL BE CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NORTH CAROLINA, AND THE FORUM AND VENUE FOR ANY DISPUTE SHALL BE IN THE MECKLENBURG COUNTY, NORTH CAROLINA. IF THE CONTROVERSY OR CLAIM IS NOT OTHERWISE RESOLVED THROUGH DIRECT DISCUSSIONS OR MEDIATION, IT SHALL THEN BE RESOLVED BY**

FINAL AND BINDING ARBITRATION ADMINISTERED BY JAMS IN ACCORDANCE WITH ITS ARBITRATION RULES AND PROCEDURES OR SUBSEQUENT VERSIONS THEREOF (“JAMS RULES”). THE JAMS RULES FOR SELECTION OF AN ARBITRATOR SHALL BE FOLLOWED, EXCEPT THAT THE ARBITRATOR SHALL BE EXPERIENCED AND LICENSED TO PRACTICE LAW IN NORTH CAROLINA. ALL PROCEEDINGS BROUGHT PURSUANT TO THIS PARAGRAPH WILL BE CONDUCTED IN CHARLOTTE, NORTH CAROLINA. THE REMEDY FOR ANY CLAIM SHALL BE LIMITED TO ACTUAL DAMAGES, AND IN NO EVENT SHALL ANY PARTY BE ENTITLED TO RECOVER PUNITIVE, EXEMPLARY, CONSEQUENTIAL OR INCIDENTAL DAMAGES OR HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED, INCLUDING ATTORNEYS’ FEES OR OTHER SUCH RELATED COSTS OF BRINGING A CLAIM, OR TO RESCIND THIS AGREEMENT OR SEEK INJUNCTIVE OR ANY OTHER EQUITABLE RELIEF. NOMINATORS AGREE THAT THE RIGHTS AND OBLIGATIONS OF ANY NOMINATOR AND/OR RELEASED PARTIES AND/OR ANY OTHER PARTY SHALL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION. ANY DEMAND FOR ARBITRATION MUST BE FILED WITHIN ONE (1) YEAR FROM THE END OF THE PROGRAM PERIOD, OR THE CAUSE OF ACTION SHALL BE FOREVER BARRED.

11. **PRIVACY STATEMENT:** Lowe’s privacy statement is available at <https://www.lowes.com//privacy-and-security-statement.html>.
12. **PUBLICITY RIGHTS:** By participating in this Program, each Nominator agrees to allow Lowe’s and its designees the perpetual right to use his/her name, address (city and state), biographical information, likeness, picture and other information and content provided in connection with the Program or related to the Community Impact Project for promotion, trade, commercial, advertising and publicity purposes in all media worldwide including, but not limited to, on television and the Internet, without notice, review or approval and without additional compensation, except where prohibited by law.
13. **RELEASE:** By participating in the Program, each Nominator and Grant Recipient release and agree to indemnify and hold harmless Program Entities, from and against any and all costs, claims, damages, or any other injury, whether due to negligence or otherwise, to person(s) or property (including, without limitation, death or violation of any personal rights, such as violation of right of publicity/privacy, libel, or slander), due in whole or in part, directly or indirectly, to participation in the Program, creation of an Submission, acceptance or usage of the Grant, or arising out of participation in any Program, use of the Grant or Community Impact Project-related activity, whether hosted by Lowe’s or a third party.
14. **MISCELLANEOUS:** This Program is subject to all applicable federal, state, and local laws. Awarding a Grant is contingent upon fulfilling all requirements set forth herein. Any attempted form of participation in this Program other than as described herein is void and may result in disqualification or revocation of the Grant in Lowe’s sole discretion. Lowe’s reserves the right to disqualify any individual found, in its sole opinion, to be tampering with the operation of the Program, to be acting in violation of these Terms and Conditions or to be acting in an unsportsmanlike manner or with the intent to disrupt the normal operation of the Program or use of any Grant. Any use of robotic, automatic, macro, programmed, third- party or like methods to participate in the Program will void any attempted participation effected by such methods and the disqualification of the individual utilizing the same. **CAUTION AND WARNING: ANY ATTEMPT TO DELIBERATELY DAMAGE ANY WEBSITE OR TO UNDERMINE THE LEGITIMATE OPERATION OF THIS PROGRAM IS A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, THE LOWE’S RESERVES THE RIGHT TO SEEK DAMAGES OR OTHER REMEDIES FROM ANY SUCH PERSON(S) RESPONSIBLE**

FOR THE ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW.

If any provision of these Terms and Conditions or any word, phrase, clause, sentence or other portion thereof should be held unenforceable or invalid for any reason, then that provision or portion thereof shall be modified or deleted in such manner as to render the remaining provisions of these Terms and Conditions valid and enforceable. The invalidity or unenforceability of any provision of these Terms and Conditions or any Program documents will not affect the validity or enforceability of any other provision. Lowe's failure to enforce any term of these Terms and Conditions shall not constitute a waiver of that provision and such provision shall remain in full force and effect. All entries and/or materials submitted will not be returned. In the event of any conflict with any Program details contained in these Terms and Conditions and the Program details contained in any Program promotional materials (including, but not limited to, point of sale, television and print advertising, or any other promotional media), the details of the Program as set forth in these Terms and Conditions shall prevail. In the event of any conflict between the Terms and Conditions and the Website terms and conditions, the terms and conditions of the Terms and Conditions will prevail.

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FOR COMMISSION OFFICE USE:	
DATE _____	TIME _____

Agenda Request Form

*The Board of Bannock County Commissioners business meetings are generally held on **Tuesday** 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.*

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

Name/Department: **Seth Scott / Juvenile Detention** Email: seths@bannockcounty.us

Item to be considered: **Memorandum of Agreement between Clark, Fremont, Jefferson, Madison and Bannock Counties for holding juvenile offenders.**

Informational background: **The 5 County Juvenile Detention Center closed as of March 1, 2026. These agreements will allow these counties to comply with Idaho Code Chapter 5, Title 20, which is to provide for the temporary detention and maintenance of youth offenders.**

- | | |
|---|---|
| 1. What meeting are you requesting? | Any |
| 2. How much time will be needed for this agenda item? | 5 minutes or less |
| 3. Is Commission action requested (decision, approval, signature, or guidance)? | approval |
| 4. Does this request involve a contract, agreement, external funding source, or award acceptance? | Yes |
| 5. What is the potential financial impact of this request? | We will charge \$450.00 per day, which will be used for facility maintenance or other operational items. |
| 6. Have all supporting documents been included with this form? | Yes |

7. Will you be using presentation software or have other presentation needs? **NO**
8. Name and contact information for others who should be invited to attend: **None**
9. Is this item related to software or technology? (if YES, please submit to the CTO/Computer Services Department prior to agenda scheduling) **NO**

MEMORANDUM OF AGREEMENT**BETWEEN**

**BANNOCK COUNTY, STATE OF IDAHO (REPRESENTING THE
DISTRICT 6 JUVENILE DETENTION CENTER) AND
COUNTY OF CLARK, STATE OF IDAHO**

THIS AGREEMENT is made and executed this ^{19th KD}~~9th~~ day of March, 2026, by and between the County of Bannock, State of Idaho, and the County of Clark, State of Idaho, pursuant to the provisions of Section 20-517, Idaho Code.

WITNESSETH

WHEREAS, Clark County is authorized by law to provide maintenance for children for emergency and other care pursuant to provisions of Chapter 5, Title 20, Idaho Code; and

WHEREAS, as required by law, Bannock County operates a detention facility for the temporary detention and maintenance of children (hereinafter "District 6 Juvenile Detention Center");

NOW THEREFORE, for and in consideration of the mutual promises contained herein and other good and valuable consideration, Clark County and Bannock County (in its own capacity and on behalf of the District 6 Juvenile Detention Center), HEREBY AGREE:

1. Bannock County will allow male and female juvenile offenders under the jurisdiction or control of Clark County (hereinafter "Juveniles") to be temporarily housed at the District 6 Juvenile Detention Center and will treat all such Juveniles in the same manner as other

Juveniles housed at the center in accordance with the rules, regulations, and policies of the District 6 Juvenile Detention Center.

2. a. **Placement with Court Order.** Arrangement for desired maintenance and housing of Juveniles shall be made at least four (4) hours in advance, if possible, of the requested admission or arrival time. Prior notification shall not be required in situations of an emergency nature or when such notification is not reasonably feasible. Prior notification shall be made by the Prosecuting Attorney's Office, Sheriff's Office, or the Juvenile Probation Officer of Clark County by contacting the District 6 Juvenile Detention Center. All Juveniles transported to the Center will not be admitted without a **Court Order** which authorizes said Juveniles' detention at the Center.

b. **Pre-arraignment Detentions.** Juveniles who are in custody and require temporary detention may be housed at the Center pending arraignment. Bannock County agrees that it must provide a court order placing the Juvenile at the Center by noon the next judicial day after the detention begins. If said order is not obtained, Clark County will be responsible for assuming custody and transporting the Juvenile from the Center to Clark County.

c. **Criminal Act Requirement.** The District 6 Juvenile Detention Center requires that any crime in which a contracted juvenile is housed meets the following requirement(s): The crime in which the juvenile is / will be charged must be an act or omission of a federal, state, local, or municipal law or ordinance which would be a crime if committed by an adult, regardless of where the same occurred, except traffic, water craft, fish and game, or failure to obey a misdemeanor citation. Juveniles who are charged solely with Status Offenses will not be housed. If a juvenile is / will be charged with a Status Offense which violates a valid Court Order, the said circumstances will be taken into consideration before a detainment decision will be made.

d. **Social History Information.** Clark County agrees to provide the District 6 Juvenile Detention Center with relevant information concerning a Juvenile's Social History for purposes

of intake, classification supervision, and care for all post adjudicated juveniles housed in the District 6 Detention Center. Such information may include, but is not limited to, all current and prior charges, delinquency history, substance abuse concerns, and documented physical, emotional, or sexual abuse history. When necessary, the District 6 Detention Center may request a Social History Report approved pursuant to Juvenil Rule 17 B. [If a Juvenile is detained pre-adjudicatory, Clark County agrees to provide the District 6 Juvenile Detention Center administrator or his designee with as much information as possible regarding the Juvenile's Social History. This information should be received by the District 6 Juvenile Detention Center no later than noon the day after detainment, or as outlined by Statute or applicable Rule. The District 6 Juvenile Detention Center agrees to keep all such Social History confidential.

3. Clark County will be responsible for obtaining medical releases for the Juvenile and providing all information requested by the Center's administrative staff. Clark County will also be responsible for all necessary arrangements for, and costs of, all desired services not normally provided at and by the District 6 Juvenile Detention Center or its staff, such as, but not limited to, medical or testing for conditions not directly related to the Juveniles being housed at the Juvenile Detention Center. It is expressly understood that Clark County assumes all responsibility for the Juveniles under its jurisdiction and control while said Juveniles are not housed or detained within the doors of the District 6 Juvenile Detention Center and that all Juveniles shall be delivered by Clark County, at its expense, to the doors of the District 6 Juvenile Detention Center.

4. Detention, maintenance, and housing of Juveniles under the jurisdiction and control of the District 6 Juvenile Detention Center shall be short and temporary.

5. Clark County agrees to pay to Bannock County the sum of Four Hundred Fifty and No/ 100 Dollars (\$450.00) per day for each Juvenile housed in the District 6 Juvenile Detention

Center under this separate Agreement. A day will be defined as any period of time in which a Juvenile eats two (2) or more regularly scheduled meals or occupies a bed for any portion of a night.

6. The District 6 Juvenile Detention Center reserves the right to refuse admittance of any Juvenile under the jurisdiction of Clark County when such admittance would unduly burden the facilities or create disadvantages for Juveniles under the jurisdiction of Bannock, Bear Lake, Caribou, Franklin, Oneida or Power Counties. The Administrator of the Center may also refuse admission of, or order within twenty-four (24) hours the removal of, any Juvenile whose presence, or whose continued presence, would be unduly detrimental to the welfare of such Juvenile or of any juveniles in the Juvenile Detention Center or the general operation of the detention facility. Said right of refusal shall be limited to situations involving Clark County Juveniles:

- a. That are charged solely with a Status Offense(s), with no pending criminal offense;
or
- b. That are not accompanied by complete and proper documentation and arrive without prior notification of at least four (4) hours to the District 6 Juvenile Detention Center; or
- c. That have medical conditions or injuries requiring immediate medical treatment;
or
- d. That are in such an emotional or distraught state as to be a risk to themselves, other Juveniles at the Center, or to District 6 Juvenile Detention Center employees.

7. When the District 6 Juvenile Detention Center has reached its full capacity for detainees, juveniles who were placed at the Center by an entity other than Bannock, Bear Lake, Caribou, Franklin, Oneida or Power Counties will be released to the custody of the responsible county, in accordance with their chronological entrance date into the facility, coupled with

considerations of case related requirements for detention such as protection to the community. The weight given to those considerations shall be at the sole discretion of, and shall be determined by, the Director of the District 6 Juvenile Detention Center or his designee.

8. The District 6 Juvenile Detention Center agrees to certify to Bannock County at the end of each calendar month the name of each child placed as provided in this Agreement, the length of time care was provided, and the rate or rates and total charge in accordance with this Agreement. For this purpose, the District 6 Juvenile Detention Center agrees to maintain a current registry of Juveniles which shall be open to inspection by authorized representatives of Clark County or its attorney at all reasonable times.

9. Neither the District 6 Juvenile Detention Center nor Clark County shall discriminate as to Juveniles placed and cared for because of race, color, creed, or national origin.

10. The District 6 Juvenile Detention Center shall adopt and comply with the standards of the Prison Rape Elimination Act. All contracting agencies shall also adopt and comply with the standards of the Prison Rape Elimination Act and allow the District 6 Juvenile Detention Center administration adequate opportunity to monitor the contracting agency's compliance with PREA standards.

11. No officer, agent, or employee of Bannock, or Clark Counties shall be entitled to receive or be admitted to any personal share or benefit under any provision of this Agreement.

12. This Agreement shall be in effect from March 1, 2026, until September 30, 2026.

Either party may terminate this Agreement by giving the other party written notice postmarked or hand delivered, at least thirty (30) days prior to the intended date of termination.

13. It is expressly acknowledged and agreed that the parties shall observe the confidentiality of information provisions of the Idaho Code, county, state, and federal

regulations pertaining to any records, access to which is provided by Clark County or the District 6 Juvenile Detention Center for the purpose directly connected with the administration of investigations.

IN WITNESS HEREOF, the parties hereto have executed this Agreement as of the date and year first written above.

BOARD OF BANNOCK COUNTY COMMISSIONERS

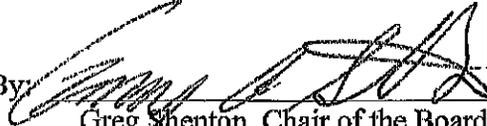
By: _____
Jeff Hough, Chair of the Board

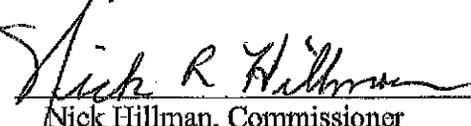
By: _____
Ernie Moser, Commissioner

By: _____
Ken Bullock, Commissioner

ATTEST: _____
Jason Dixon, Bannock County Clerk

BOARD OF CLARK COUNTY COMMISSIONERS

By:  _____
Greg Shenton, Chair of the Board

By:  _____
Nick Hillman, Commissioner

By:  _____
MaCoy Ward, Commissioner

ATTEST: _____
Stephenie Stewart, Clark County Clerk

MEMORANDUM OF AGREEMENT

BETWEEN

**BANNOCK COUNTY, STATE OF IDAHO (REPRESENTING THE
DISTRICT 6 JUVENILE DETENTION CENTER) AND
COUNTY OF FREMONT, STATE OF IDAHO**

THIS AGREEMENT is made and executed this ^{19th} ~~9th~~ day of MARCH, 2026, by and between the County of Bannock, State of Idaho, and the County of Fremont, State of Idaho, pursuant to the provisions of Section 20-517, Idaho Code.

WITNESSETH

WHEREAS, Fremont County is authorized by law to provide maintenance for children for emergency and other care pursuant to provisions of Chapter 5, Title 20, Idaho Code; and

WHEREAS, as required by law, Bannock County operates a detention facility for the temporary detention and maintenance of children (hereinafter "District 6 Juvenile Detention Center");

NOW THEREFORE, for and in consideration of the mutual promises contained herein and other good and valuable consideration, Fremont County and Bannock County (in its own capacity and on behalf of the District 6 Juvenile Detention Center), **HEREBY AGREE**:

- 1. Bannock County will allow male and female juvenile offenders under the jurisdiction or control of Fremont County (hereinafter "Juveniles") to be temporarily housed at the District 6 Juvenile Detention Center and will treat all such Juveniles in the same manner as other

Juveniles housed at the center in accordance with the rules, regulations, and policies of the District 6 Juvenile Detention Center.

2. a. **Placement with Court Order.** Arrangement for desired maintenance and housing of Juveniles shall be made at least four (4) hours in advance, if possible, of the requested admission or arrival time. Prior notification shall not be required in situations of an emergency nature or when such notification is not reasonably feasible. Prior notification shall be made by the Prosecuting Attorney's Office, Sheriff's Office, or the Juvenile Probation Officer of Fremont County by contacting the District 6 Juvenile Detention Center. All Juveniles transported to the Center will not be admitted without a **Court Order** which authorizes said Juveniles' detention at the Center.

b. **Pre-arraignment Detentions.** Juveniles who are in custody and require temporary detention may be housed at the Center pending arraignment. Bannock County agrees that it must provide a court order placing the Juvenile at the Center by noon the next judicial day after the detention begins. If said order is not obtained, Fremont County will be responsible for assuming custody and transporting the Juvenile from the Center to Fremont County.

c. **Criminal Act Requirement.** The District 6 Juvenile Detention Center requires that any crime in which a contracted juvenile is housed meets the following requirement(s): The crime in which the juvenile is / will be charged must be an act or omission of a federal, state, local, or municipal law or ordinance which would be a crime if committed by an adult, regardless of where the same occurred, except traffic, water craft, fish and game, or failure to obey a misdemeanor citation. Juveniles who are charged solely with Status Offenses will not be housed. If a juvenile is / will be charged with a Status Offense which violates a valid Court Order, the said circumstances will be taken into consideration before a detainment decision will be made.

d. Social History Information. Fremont County agrees to provide the District 6 Juvenile Detention Center with relevant information concerning a Juvenile's Social History for purposes of intake, classification supervision, and care for all post adjudicated juveniles housed in the District 6 Detention Center. Such information may include, but is not limited to, all current and prior charges, delinquency history, substance abuse concerns, and documented physical, emotional, or sexual abuse history. When necessary, the District 6 Detention Center may request a Social History Report approved pursuant to Juvenil Rule 17 B. If a Juvenile is detained pre-adjudicatory, Fremont County agrees to provide the District 6 Juvenile Detention Center administrator or his designee with as much information as possible regarding the Juvenile's Social History. This information should be received by the District 6 Juvenile Detention Center no later than noon the day after detainment, or as outlined by Statute or applicable Rule. The District 6 Juvenile Detention Center agrees to keep all such Social History confidential.

3. Fremont County will be responsible for obtaining medical releases for the Juvenile and providing all information requested by the Center's administrative staff. Fremont County will also be responsible for all necessary arrangements for, and costs of, all desired services not normally provided at and by the District 6 Juvenile Detention Center or its staff, such as, but not limited to, medical or testing for conditions not directly related to the Juveniles being housed at the Juvenile Detention Center. It is expressly understood that Fremont County assumes all responsibility for the Juveniles under its jurisdiction and control while said Juveniles are not housed or detained within the doors of the District 6 Juvenile Detention Center and that all Juveniles shall be delivered by Fremont County, at its expense, to the doors of the District 6 Juvenile Detention Center.

4. Detention, maintenance, and housing of Juveniles under the jurisdiction and control of the District 6 Juvenile Detention Center shall be short and temporary.

5. Fremont County agrees to pay to Bannock County the sum of Four Hundred Fifty and No/ 100 Dollars (\$450.00) per day for each Juvenile housed in the District 6 Juvenile Detention Center under this separate Agreement. A day will be defined as any period of time in which a Juvenile eats two (2) or more regularly scheduled meals or occupies a bed for any portion of a night.

6. The District 6 Juvenile Detention Center reserves the right to refuse admittance of any Juvenile under the jurisdiction of Fremont County when such admittance would unduly burden the facilities or create disadvantages for Juveniles under the jurisdiction of Bannock, Bear Lake, Caribou, Franklin, Oneida or Power Counties. The Administrator of the Center may also refuse admission of, or order within twenty-four (24) hours the removal of, any Juvenile whose presence, or whose continued presence, would be unduly detrimental to the welfare of such Juvenile or of any juveniles in the Juvenile Detention Center or the general operation of the detention facility. Said right of refusal shall be limited to situations involving Fremont County Juveniles:

- a. That are charged solely with a Status Offense(s), with no pending criminal offense;
or
- b. That are not accompanied by complete and proper documentation and arrive without prior notification of at least four (4) hours to the District 6 Juvenile Detention Center; or
- c. That have medical conditions or injuries requiring immediate medical treatment;
or
- d. That are in such an emotional or distraught state as to be a risk to themselves, other Juveniles at the Center, or to District 6 Juvenile Detention Center employees.

7. When the District 6 Juvenile Detention Center has reached its full capacity for detainees, juveniles who were placed at the Center by an entity other than Bannock, Bear Lake,

Caribou, Franklin, Oneida or Power Counties will be released to the custody of the responsible county, in accordance with their chronological entrance date into the facility, coupled with considerations of case related requirements for detention such as protection to the community. The weight given to those considerations shall be at the sole discretion of, and shall be determined by, the Director of the District 6 Juvenile Detention Center or his designee.

8. The District 6 Juvenile Detention Center agrees to certify to Bannock County at the end of each calendar month the name of each child placed as provided in this Agreement, the length of time care was provided, and the rate or rates and total charge in accordance with this Agreement. For this purpose, the District 6 Juvenile Detention Center agrees to maintain a current registry of Juveniles which shall be open to inspection by authorized representatives of Fremont County or its attorney at all reasonable times.

9. Neither the District 6 Juvenile Detention Center nor Fremont County shall discriminate as to Juveniles placed and cared for because of race, color, creed, or national origin.

10. The District 6 Juvenile Detention Center shall adopt and comply with the standards of the Prison Rape Elimination Act. All contracting agencies shall also adopt and comply with the standards of the Prison Rape Elimination Act and allow the District 6 Juvenile Detention Center administration adequate opportunity to monitor the contracting agency's compliance with PREA standards.

11. No officer, agent, or employee of Bannock, or Fremont Counties shall be entitled to receive or be admitted to any personal share or benefit under any provision of this Agreement.

12. This Agreement shall be in effect from March 1, 2026, until September 30, 2026.

Either party may terminate this Agreement by giving the other party written notice postmarked or hand delivered, at least thirty (30) days prior to the intended date of termination.

13. It is expressly acknowledged and agreed that the parties shall observe the confidentiality of information provisions of the Idaho Code, county, state, and federal regulations pertaining to any records, access to which is provided by Fremont County or the District 6 Juvenile Detention Center for the purpose directly connected with the administration of investigations.

IN WITNESS HEREOF, the parties hereto have executed this Agreement as of the date and year first written above.

BOARD OF BANNOCK COUNTY COMMISSIONERS

By: _____
Jeff Hough, Chair of the Board

By: _____
Ernie Moser, Commissioner

By: _____
Ken Bullock, Commissioner

ATTEST: _____
Jason Dixon, Bannock County Clerk

BOARD OF FREMONT COUNTY COMMISSIONERS

By: Blair Dance
Blair Dance, Chair of the Board

By: Rick Hill
Rick Hill, Commissioner

By: Mark Chandler
Mark Chandler, Commissioner

ATTEST: Meredith Mattingly
Meredith Mattingly, Fremont County Clerk

MEMORANDUM OF AGREEMENT**BETWEEN****BANNOCK COUNTY, STATE OF IDAHO (REPRESENTING THE
DISTRICT 6 JUVENILE DETENTION CENTER) AND
COUNTY OF JEFERSON, STATE OF IDAHO**

THIS AGREEMENT is made and executed this 19th day of March, 2026, by and between the County of Bannock, State of Idaho, and the County of Jefferson, State of Idaho, pursuant to the provisions of Section 20-517, Idaho Code.

WITNESSETH

WHEREAS, Jefferson County is authorized by law to provide maintenance for children for emergency and other care pursuant to provisions of Chapter 5, Title 20, Idaho Code; and

WHEREAS, as required by law, Bannock County operates a detention facility for the temporary detention and maintenance of children (hereinafter "District 6 Juvenile Detention Center");

NOW THEREFORE, for and in consideration of the mutual promises contained herein and other good and valuable consideration, Jefferson County and Bannock County (in its own capacity and on behalf of the District 6 Juvenile Detention Center), HEREBY AGREE:

1. Bannock County will allow male and female juvenile offenders under the jurisdiction or control of Jefferson County (hereinafter "Juveniles") to be temporarily housed at the District 6 Juvenile Detention Center and will treat all such Juveniles in the same manner as

other Juveniles housed at the center in accordance with the rules, regulations, and policies of the District 6 Juvenile Detention Center.

2. a. **Placement with Court Order.** Arrangement for desired maintenance and housing of Juveniles shall be made at least four (4) hours in advance, if possible, of the requested admission or arrival time. Prior notification shall not be required in situations of an emergency nature or when such notification is not reasonably feasible. Prior notification shall be made by the Prosecuting Attorney's Office, Sheriff's Office, or the Juvenile Probation Officer of Jefferson County by contacting the District 6 Juvenile Detention Center. All Juveniles transported to the Center will not be admitted without a **Court Order** which authorizes said Juveniles' detention at the Center.

b. **Pre-arraignment Detentions.** Juveniles who are in custody and require temporary detention may be housed at the Center pending arraignment. Bannock County agrees that it must provide a court order placing the Juvenile at the Center by noon the next judicial day after the detention begins. If said order is not obtained, Jefferson County will be responsible for assuming custody and transporting the Juvenile from the Center to Jefferson County.

c. **Criminal Act Requirement.** The District 6 Juvenile Detention Center requires that any crime in which a contracted juvenile is housed meets the following requirement(s): The crime in which the juvenile is / will be charged must be an act or omission of a federal, state, local, or municipal law or ordinance which would be a crime if committed by an adult, regardless of where the same occurred, except traffic, water craft, fish and game, or failure to obey a misdemeanor citation. Juveniles who are charged solely with Status Offenses will not be housed. If a juvenile is / will be charged with a Status Offense which violates a valid Court Order, the said circumstances will be taken into consideration before a detainment decision will be made.

d. **Social History Information.** Jefferson County agrees to provide the District 6 Juvenile Detention Center with relevant information concerning a Juvenile's Social History for purposes of intake, classification supervision, and care for all post adjudicated juveniles housed in the District 6 Detention Center. Such information may include, but is not limited to, all current and prior charges, delinquency history, substance abuse concerns, and documented physical, emotional, or sexual abuse history. When necessary, the District 6 Detention Center may request a Social History Report approved pursuant to Juvenil Rule 17 B. If a Juvenile is detained pre-adjudicatory, Jefferson County agrees to provide the District 6 Juvenile Detention Center administrator or his designee with as much information as possible regarding the Juvenile's Social History. This information should be received by the District 6 Juvenile Detention Center no later than noon the day after detainment, or as outlined by Statute or applicable Rule. The District 6 Juvenile Detention Center agrees to keep all such Social History confidential.

3. Jefferson County will be responsible for obtaining medical releases for the Juvenile and providing all information requested by the Center's administrative staff. Jefferson County will also be responsible for all necessary arrangements for, and costs of, all desired services not normally provided at and by the District 6 Juvenile Detention Center or its staff, such as, but not limited to, medical or testing for conditions not directly related to the Juveniles being housed at the Juvenile Detention Center. It is expressly understood that Jefferson County assumes all responsibility for the Juveniles under its jurisdiction and control while said Juveniles are not housed or detained within the doors of the District 6 Juvenile Detention Center and that all Juveniles shall be delivered by Jefferson County, at its expense, to the doors of the District 6 Juvenile Detention Center.

4. Detention, maintenance, and housing of Juveniles under the jurisdiction and control of the District 6 Juvenile Detention Center shall be short and temporary.

5. Jefferson County agrees to pay to Bannock County the sum of Four Hundred Fifty and No/ 100 Dollars (\$450.00) per day for each Juvenile housed in the District 6 Juvenile Detention Center under this separate Agreement. A day will be defined as any period of time in which a Juvenile eats two (2) or more regularly scheduled meals or occupies a bed for any portion of a night.

6. The District 6 Juvenile Detention Center reserves the right to refuse admittance of any Juvenile under the jurisdiction of Jefferson County when such admittance would unduly burden the facilities or create disadvantages for Juveniles under the jurisdiction of Bannock, Bear Lake, Caribou, Franklin, Oneida or Power Counties. The Administrator of the Center may also refuse admission of, or order within twenty-four (24) hours the removal of, any Juvenile whose presence, or whose continued presence, would be unduly detrimental to the welfare of such Juvenile or of any juveniles in the Juvenile Detention Center or the general operation of the detention facility. Said right of refusal shall be limited to situations involving Jefferson County Juveniles:

- a. That are charged solely with a Status Offense(s), with no pending criminal offense;
or
- b. That are not accompanied by complete and proper documentation and arrive without prior notification of at least four (4) hours to the District 6 Juvenile Detention Center; or
- c. That have medical conditions or injuries requiring immediate medical treatment;
or
- d. That are in such an emotional or distraught state as to be a risk to themselves, other Juveniles at the Center, or to District 6 Juvenile Detention Center employees.

7. When the District 6 Juvenile Detention Center has reached its full capacity for detainees, juveniles who were placed at the Center by an entity other than Bannock, Bear Lake, Caribou, Franklin, Oneida or Power Counties will be released to the custody of the responsible county, in accordance with their chronological entrance date into the facility, coupled with considerations of case related requirements for detention such as protection to the community. The weight given to those considerations shall be at the sole discretion of, and shall be determined by, the Director of the District 6 Juvenile Detention Center or his designee.

8. The District 6 Juvenile Detention Center agrees to certify to Bannock County at the end of each calendar month the name of each child placed as provided in this Agreement, the length of time care was provided, and the rate or rates and total charge in accordance with this Agreement. For this purpose, the District 6 Juvenile Detention Center agrees to maintain a current registry of Juveniles which shall be open to inspection by authorized representatives of Jefferson County or its attorney at all reasonable times.

9. Neither the District 6 Juvenile Detention Center nor Jefferson County shall discriminate as to Juveniles placed and cared for because of race, color, creed, or national origin.

10. The District 6 Juvenile Detention Center shall adopt and comply with the standards of the Prison Rape Elimination Act. All contracting agencies shall also adopt and comply with the standards of the Prison Rape Elimination Act and allow the District 6 Juvenile Detention Center administration adequate opportunity to monitor the contracting agency's compliance with PREA standards.

11. No officer, agent, or employee of Bannock, or Jefferson Counties shall be entitled to receive or be admitted to any personal share or benefit under any provision of this Agreement.

12. This Agreement shall be in effect from March 1, 2026, until September 30, 2026.

Either party may terminate this Agreement by giving the other party written notice

postmarked or hand delivered, at least thirty (30) days prior to the intended date of termination.

13. It is expressly acknowledged and agreed that the parties shall observe the confidentiality of information provisions of the Idaho Code, county, state, and federal regulations pertaining to any records, access to which is provided by Jefferson County or the District 6 Juvenile Detention Center for the purpose directly connected with the administration of investigations.

IN WITNESS HEREOF, the parties hereto have executed this Agreement as of the date and year first written above.

BOARD OF BANNOCK COUNTY COMMISSIONERS

By: _____
Jeff Hough, Chair of the Board

By: _____
Ernie Moser, Commissioner

By: _____
Ken Bullock, Commissioner

ATTEST: _____
Jason Dixon, Bannock County Clerk

BOARD OF JEFFERSON COUNTY COMMISSIONERS

By: Scott Hancock
Scott Hancock, Chair of the Board

By: Shayne Young
Shayne Young, Commissioner

By: Roger W. Clark
Roger Clark, Commissioner

ATTEST: Kimberly Murphy
Collen Poole, Jefferson County Clerk

MEMORANDUM OF AGREEMENT

BETWEEN

**BANNOCK COUNTY, STATE OF IDAHO (REPRESENTING THE
DISTRICT 6 JUVENILE DETENTION CENTER) AND
COUNTY OF MADISON, STATE OF IDAHO**

THIS AGREEMENT is made and executed this ^{19th KD} 9th day of March, 2026, by and between the County of Bannock, State of Idaho, and the County of Madison, State of Idaho, pursuant to the provisions of Section 20-517, Idaho Code.

WITNESSETH

WHEREAS, Madison County is authorized by law to provide maintenance for children for emergency and other care pursuant to provisions of Chapter 5, Title 20, Idaho Code; and

WHEREAS, as required by law, Bannock County operates a detention facility for the temporary detention and maintenance of children (hereinafter "District 6 Juvenile Detention Center");

NOW THEREFORE, for and in consideration of the mutual promises contained herein and other good and valuable consideration, Madison County and Bannock County (in its own capacity and on behalf of the District 6 Juvenile Detention Center), HEREBY AGREE:

1. Bannock County will allow male and female juvenile offenders under the jurisdiction or control of Madison County (hereinafter "Juveniles") to be temporarily housed at the District 6 Juvenile Detention Center and will treat all such Juveniles in the same manner as

other Juveniles housed at the center in accordance with the rules, regulations, and policies of the District 6 Juvenile Detention Center.

2. a. **Placement with Court Order.** Arrangement for desired maintenance and housing of Juveniles shall be made at least four (4) hours in advance, if possible, of the requested admission or arrival time. Prior notification shall not be required in situations of an emergency nature or when such notification is not reasonably feasible. Prior notification shall be made by the Prosecuting Attorney's Office, Sheriff's Office, or the Juvenile Probation Officer of Madison County by contacting the District 6 Juvenile Detention Center. All Juveniles transported to the Center will not be admitted without a **Court Order** which authorizes said Juveniles' detention at the Center.

b. **Pre-arraignment Detentions.** Juveniles who are in custody and require temporary detention may be housed at the Center pending arraignment. Bannock County agrees that it must provide a court order placing the Juvenile at the Center by noon the next judicial day after the detention begins. If said order is not obtained, Madison County will be responsible for assuming custody and transporting the Juvenile from the Center to Madison County.

c. **Criminal Act Requirement.** The District 6 Juvenile Detention Center requires that any crime in which a contracted juvenile is housed meets the following requirement(s): The crime in which the juvenile is / will be charged must be an act or omission of a federal, state, local, or municipal law or ordinance which would be a crime if committed by an adult, regardless of where the same occurred, except traffic, water craft, fish and game, or failure to obey a misdemeanor citation. Juveniles who are charged solely with Status Offenses will not be housed. If a juvenile is / will be charged with a Status Offense which violates a valid Court Order, the said circumstances will be taken into consideration before a detainment decision will be made.

d. **Social History Information.** Madison County agrees to provide the District 6 Juvenile Detention Center with relevant information concerning a Juvenile's Social History for purposes of intake, classification supervision, and care for all post adjudicated juveniles housed in the District 6 Detention Center. Such information may include, but is not limited to, all current and prior charges, delinquency history, substance abuse concerns, and documented physical, emotional, or sexual abuse history. When necessary, the District 6 Detention Center may request a Social History Report approved pursuant to Juvenil Rule 17 B. [If a Juvenile is detained pre-adjudicatory, Madison County agrees to provide the District 6 Juvenile Detention Center administrator or his designee with as much information as possible regarding the Juvenile's Social History. This information should be received by the District 6 Juvenile Detention Center no later than noon the day after detainment, or as outlined by Statute or applicable Rule. The District 6 Juvenile Detention Center agrees to keep all such Social History confidential.

3. Madison County will be responsible for obtaining medical releases for the Juvenile and providing all information requested by the Center's administrative staff. Madison County will also be responsible for all necessary arrangements for, and costs of, all desired services not normally provided at and by the District 6 Juvenile Detention Center or its staff, such as, but not limited to, medical or testing for conditions not directly related to the Juveniles being housed at the Juvenile Detention Center. It is expressly understood that Madison County assumes all responsibility for the Juveniles under its jurisdiction and control while said Juveniles are not housed or detained within the doors of the District 6 Juvenile Detention Center and that all Juveniles shall be delivered by Madison County, at its expense, to the doors of the District 6 Juvenile Detention Center.

4. Detention, maintenance, and housing of Juveniles under the jurisdiction and control of the District 6 Juvenile Detention Center shall be short and temporary.

5. Madison County agrees to pay to Bannock County the sum of Four Hundred Fifty and No/ 100 Dollars (\$450.00) per day for each Juvenile housed in the District 6 Juvenile Detention Center under this separate Agreement. A day will be defined as any period of time in which a Juvenile eats two (2) or more regularly scheduled meals or occupies a bed for any portion of a night.

6. The District 6 Juvenile Detention Center reserves the right to refuse admittance of any Juvenile under the jurisdiction of Madison County when such admittance would unduly burden the facilities or create disadvantages for Juveniles under the jurisdiction of Bannock, Bear Lake, Caribou, Franklin, Oneida or Power Counties. The Administrator of the Center may also refuse admission of, or order within twenty-four (24) hours the removal of, any Juvenile whose presence, or whose continued presence, would be unduly detrimental to the welfare of such Juvenile or of any juveniles in the Juvenile Detention Center or the general operation of the detention facility. Said right of refusal shall be limited to situations involving Madison County Juveniles:

- a. That are charged solely with a Status Offense(s), with no pending criminal offense;
or
- b. That are not accompanied by complete and proper documentation and arrive without prior notification of at least four (4) hours to the District 6 Juvenile Detention Center; or
- c. That have medical conditions or injuries requiring immediate medical treatment;
or
- d. That are in such an emotional or distraught state as to be a risk to themselves, other Juveniles at the Center, or to District 6 Juvenile Detention Center employees.

7. When the District 6 Juvenile Detention Center has reached its full capacity for detainees, juveniles who were placed at the Center by an entity other than Bannock, Bear Lake, Caribou, Franklin, Oneida or Power Counties will be released to the custody of the responsible county, in accordance with their chronological entrance date into the facility, coupled with considerations of case related requirements for detention such as protection to the community. The weight given to those considerations shall be at the sole discretion of, and shall be determined by, the Director of the District 6 Juvenile Detention Center or his designee.

8. The District 6 Juvenile Detention Center agrees to certify to Bannock County at the end of each calendar month the name of each child placed as provided in this Agreement, the length of time care was provided, and the rate or rates and total charge in accordance with this Agreement. For this purpose, the District 6 Juvenile Detention Center agrees to maintain a current registry of Juveniles which shall be open to inspection by authorized representatives of Madison County or its attorney at all reasonable times.

9. Neither the District 6 Juvenile Detention Center nor Madison County shall discriminate as to Juveniles placed and cared for because of race, color, creed, or national origin.

10. The District 6 Juvenile Detention Center shall adopt and comply with the standards of the Prison Rape Elimination Act. All contracting agencies shall also adopt and comply with the standards of the Prison Rape Elimination Act and allow the District 6 Juvenile Detention Center administration adequate opportunity to monitor the contracting agency's compliance with PREA standards.

11. INDEMNIFICATION: Subject to the limitations of Idaho law, including Article VIII § 4 of the Idaho Constitution and the Idaho Tort Claims Act (Idaho Code Title 6 Chapter 9) the COUNTY shall indemnify and hold harmless for injury (physical or otherwise) or death to persons or damage to property arising solely from negligence or other wrongful acts or omissions

of the COUNTY and COUNTY'S employees, agents, and representatives. This indemnity shall not extend the responsibility or liability of County beyond that allowed by applicable law, including without limit and to the extent applicable, the Idaho Tort Claims Act. The parties further agree that nothing contained herein shall be construed or interpreted as (1) denying to either party any remedy or defense available to such party under the laws of the State of Idaho; (2) the consent of the County or its agents and agencies to be sued; or (3) a waiver of sovereign immunity of the County. 12. No officer, agent, or employee of Bannock, or Teton Counties shall be entitled to receive or be admitted to any personal share or benefit under any provision of this Agreement.

13. This Agreement shall be in effect from March 1, 2026, until September 30, 2026. Either party may terminate this Agreement by giving the other party written notice postmarked or hand delivered, at least thirty (30) days prior to the intended date of termination.

14. It is expressly acknowledged and agreed that the parties shall observe the confidentiality of information provisions of the Idaho Code, county, state, and federal regulations pertaining to any records, access to which is provided by Madison County or the District 6 Juvenile Detention Center for the purpose directly connected with the administration of investigations.

IN WITNESS HEREOF, the parties hereto have executed this Agreement as of the date and year first written above.

BOARD OF BANNOCK COUNTY COMMISSIONERS

By: _____
Jeff Hough, Chair of the Board

By: _____
Ernie Moser, Commissioner

By: _____
Ken Bullock, Commissioner

ATTEST: _____
Jason Dixon, Bannock County Clerk

BOARD OF MADISON COUNTY COMMISSIONERS

By: Todd Smith
Todd Smith, Chair of the Board

By: Brent Mendenhall
Brent Mendenhall, Commissioner

By: Dustin Parkinson
Dustin Parkinson, Commissioner

ATTEST: Kim Muir
Kim Muir, Madison County Clerk

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:

Hal Jensen

Department:

Planning & Development

Requestor Email:

halj@bannockcounty.gov

Item(s) to be considered:

Water connection to county service line at Fairgrounds Road

Date of meeting being requested:

03/19/2026

Time requested:

10 Minutes

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

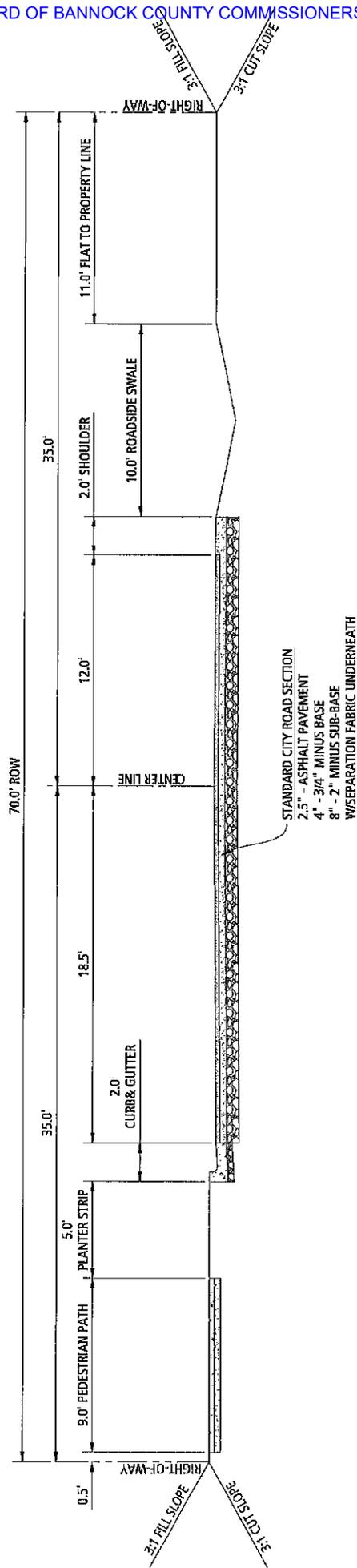
No

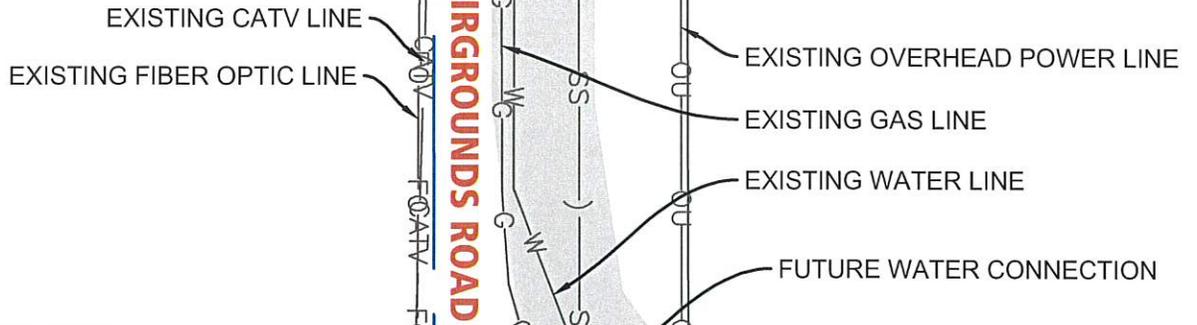
Contract/Agreement Begin Date:

Contract/Agreement End Date:

List of additional attendees:

Kyle Burmester





FAIRGROUNDS ROAD

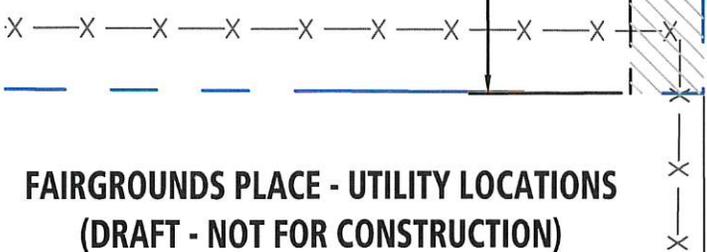
40' ± WIDE WATER CONNECTION AREA

335' ± WIDE SEWER CONNECTION AREA

LOT 2 - BLOCK 1
FAIRGROUNDS PLACE
SUBDIVISION
6.00 ACRES



1 INCH = 50 FEET



**FAIRGROUNDS PLACE - UTILITY LOCATIONS
(DRAFT - NOT FOR CONSTRUCTION)**





PROPOSED 12" WATER LINE INSTALLATION - 1,150 L.F. ±
 (OWNER TO PAY FOR AN 8" MAIN LINE INSTALLATION / CITY TO PAY FOR THE UP SIZING TO A 12" MAIN LINE)

EXISTING 8" COUNTY WATER LINE - 1,210 L.F. ±

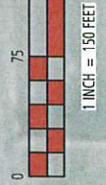
INSTALL GATE VALVE IN EXISTING MAIN LINE
 AFTER PROPOSED WATER CONNECTION

HOT TAP & VALVE OFF OF EXISTING MAIN LINE

12" HOT TAP & MAIN LINE VALVE

PROPOSED 8" MAIN LINE STUB INTO FUTURE DEVELOPMENT

FAIRGROUNDS ROAD - PROPOSED WATERLINE IMPROVEMENTS
 (DRAFT - NOT FOR CONSTRUCTION)



BANNOCK COUNTY COMMISSIONERS

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



ERNIE MOSER
 Commissioner
 1st District

JEFF HOUGH
 Commissioner
 2nd District

KEN BULLOCK
 Commissioner
 3rd District

Business Meeting Agenda Request Form

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

Requestor Name:

Kristi Klauser

Department:

Auditing

Requestor Email:

kristik@bannockcounty.us

Item(s) to be considered:

Review budget calendar for FY27 budget process. Also discuss upcoming budget and potential department questions

Date of meeting being requested:

03/19/2026

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:

BOARD OF BANNOCK COUNTY COMMISSIONERS
FY 2027 BUDGET CALENDAR

Thursday, March 19, 2026

Blue	Budget Work sessions
Yellow	Training Dates
Pink	Due dates

- 4-17 March EOM processing for A/P & P/R
- 4-8 Spring Institute (elected officials) – Downey
- 4-20 Budget Worksheets & Capital Outlay Worksheets to Department Heads
- 5-2 to 5-9 WIR – Maui, HI
- 5-12 Budget/Levy Workshop (clerk all day/commissioners pm)
- 5-15 Budget Worksheets & Capital Outlay Worksheets returned to Clerk
- 5-19 Primary election
- 6-1 Prelim Assessed valuation from New Construction/Growth from Assessor
- 6-1 to 6-5 IACC – Nampa (clerk & commission) & possible election audit
- 6-15 to 6-19 Department meetings w/Clerk and Commission

April 2026						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

May 2026						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24 /31	25	26	27	28	29	30

June 2026						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

July 2026						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

August 2026						
S	M	T	W	T	F	S
2	3	4	5	6	7	1/8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

September 2026						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

- 6-22 to 7-13 Board of Equalization
- 7-17 to 7-21 NaCO – New Orleans. LA
- 7-20 Final valuations should be received from Assessor
- 7-23 Clerk’s recommendation presented to the commission
- 7-27 to 8-3 Clerk work sessions with Commission
- 8-4 Clerk work session with Commission to finalize proposed budget
- 8-5 Proposed Budget to the Idaho State Journal for publishing on August 10th
- 8-10 Final proof/verification of excel format of proposed budget for publication
- 8-10 to 8-14 IACRC (Clerk) – Lewiston
- 8-25 Public Hearing for FY27 Budget 11 am Courthouse Commission Chambers, room 119
- 9-3 L2 due to Clerk
- 9-14 Final date for Commission to certify levies for all taxing districts
- 9-21 to 9-24 IAC Annual Conference - Boise, ID

- 10-1 Fiscal Year 2027 begins

In the Matter of AUTHORIZING THE)
DELEGATION OF AUTHORITY)
TO THE BUSINESS MANAGER AND)
EVENT DIRECTOR TO NEGOTIATE)
AND SIGN CONTRACTS)

R.S. No. 2026-17
March 19, 2026

RESOLUTION

WHEREAS, the Amphitheater, Portneuf Wellness Complex, and Event Center hold many events throughout the year, such as community events, Independence Day Celebration, or concerts; and

WHEREAS, concerts and sponsorship agreements require some negotiation and tight deadlines for contract acceptance and signature; and

WHEREAS, pursuant to Idaho Code §31-602, due to the nature of the business for events, the Board of County Commissioners desires to delegate the authority to negotiate and sign contracts for concerts and standard event sponsorships to Scott Crowther, Business Manager and Event Director; and

WHEREAS, contracts and event sponsorships after acceptance and signature by the Business Manager and Event Director should be sent for ratification by the Board, with consideration under executive session if needed, and a copy of the contracts remitted to the Bannock County Auditing office upon submission and approval;

NOW, THEREFORE, BE IT RESOLVED that Scott Crowther, Business Manager and Event Director, is delegated the authority to negotiate and sign contracts for concerts and standard event sponsorships and forwarded to this Board for ratification and copied to Auditing. The delegation of authority must be reviewed and redelegated annually. This authority is effective through March 19, 2027.

BOARD OF BANNOCK COUNTY COMMISSIONERS

Jeff Hough, Chair

Ernie Moser, Member

Ken Bullock, Member

ATTEST: _____
Jason C. Dixon, Clerk

In the Matter of AMENDMENT ONE)
TO THE 2040 FUTURE LAND USE MAP)

R.S. No. 2026-18
March 19, 2026

RESOLUTION

WHEREAS, Bannock County adopted the 2040 Future Land Use Map with Resolution 2025-27 pursuant to Idaho Code §§67-6508 and 6509; and

WHEREAS, Kirk Jackson applied for redesignation of approximately 62.41 acres of land, particularly Parcels RPR4433012501 and RPR4433025408, from Agricultural to Residential Rural on the Comprehensive Plan Future Land Use Map; and

WHEREAS, properly noticed public hearings were held, pursuant to Idaho Code §67-6509, before the Planning Council on January 21, 2026, and before the Board of Commissioners on March 10, 2026; and

WHEREAS, it was found that the application met the standards for granting an amendment to the Comprehensive Plan as evidenced in Planning and Development Council's Findings and Order recorded January 22, 2026, as Instrument #22600776.

NOW, THEREFORE, BE IT RESOLVED, upon the recommendation of the Planning and Development Council, that the request by Kirk Jackson to amend the 2040 Future Land Use Map is hereby approved.

BANNOCK COUNTY COMMISSIONERS

Jeff Hough, Chair

Ernie Moser, Member

Ken Bullock, Member

Attest: _____
Jason C. Dixon, Clerk



COUNTY ORDINANCE 2026-01

Bannock County, Idaho

Amendment No. 72 to Zoning Ordinance No. 1998-1

AN ORDINANCE AMENDING ORDINANCE NO. 1998-1, AMENDING THE ZONING DISTRICT DESIGNATION OF APPROXIMATELY 62.41 ACRES OF PROPERTY LOCATED AT 6598 E. BRUSH CREEK ROAD, DOWNEY, IDAHO, FROM AGRICULTURAL TO RESIDENTIAL RURAL.

BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF BANNOCK COUNTY, IDAHO:

SECTION 1:

That Appendix A of Ordinance 1998-1, the Official Zoning Map of unincorporated Bannock County be amended to reflect the following:

Change zoning district boundary from AGRICULTURAL to RESIDENTIAL RURAL for a portion of land consisting of approximately 62.41 acres, and belonging to Kirk Jackson which is depicted on the map below and identified as tax parcels RPR4433012501 and RPR4433025408.



SECTION 2: REPEALING CLAUSE

All other ordinances and parts of ordinances in conflict herewith shall be, and the same hereby repealed, including the Comprehensive Plan.

SECTION 3: SEVERABILITY:

If any word, phrase, section, subsection, provision, clause or paragraph of this ordinance shall be adjudged or declared by any court of competent jurisdiction to be unconstitutional or invalid, such judgment shall not affect the validity of the remaining portions of the Ordinance and it is hereby expressly declared that every other word, phrase, section, subsection, provision, clause or paragraph of the Ordinance enacted, regardless of the enactment or validity of the portion thereof declared to be unconstitutional or invalid, is valid.

SECTION 4: EFFECTIVE DATE:

This ordinance shall be in full force and effect upon its passage, approval, and publication.

Adopted this 19th day of March, 2026.

BOARD OF BANNOCK COUNTY COMMISSIONERS

Jeff Hough, Chair

Ernie Moser, Member

Ken Bullock, Member

ATTEST: _____
Jason C. Dixon, Clerk

PUBLIC NOTICE OF BANNOCK COUNTY ORDINANCE ADOPTION

The Board of Commissioners of Bannock County, Idaho, hereby gives notice of the adoption of Ordinance 2026-01. A summary of the Ordinance includes:

AN ORDINANCE AMENDING ORDINANCE NO. 1998-1, AMENDING THE ZONING DISTRICT DESIGNATION OF APPROXIMATELY 62.41 ACRES OF PROPERTY LOCATED AT 6598 E. BRUSH CREEK ROAD, DOWNEY, IDAHO, FROM AGRICULTURAL TO RESIDENTIAL RURAL.

The land is owned by Kirk Jackson and identified as tax parcels RPR4433012501 and RPR4433025408.

The full text of this Ordinance is available in the office of the Bannock County Clerk, 624 E. Center Street, Pocatello, Idaho, Mon-Fri from 8 am – 5 pm.

BOARD OF BANNOCK COUNTY COMMISSIONERS

Jeff Hough, Chairman

Ernie Moser, Member

Ken Bullock, Member

ATTEST: _____
Jason C. Dixon, Clerk

This is a true and complete summary of Ordinance 2026-01 and provides adequate notice to the public.

JASON C. DIXON, CLERK

Publication Date: March 21, 2026

**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 March 10 and 12, 2026, as approved during the meeting of March 19, 2026.

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, March 10, 2026
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, PIO Emma Iannacone, HR Director Matthew Phillips, and Attorney Jonathan Radford

Agenda Details

AGENDA	
	Business Meeting (action item)
	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"> Mayor Rodney Burch providing a City of Chubbuck update (requested 15 minutes)
3	<ul style="list-style-type: none"> Tony Manu, Sheriff, request to discuss (1) Idaho Department of Correction Prisoner Board Revenue and (2) Leave accrual exception with potential Executive Session under Idaho Code § 74-206(1)(a),(b)&(d) for personnel actions or personnel records exempt from disclosure with potential action following adjournment of Executive Session (requested 25 minutes) (action item)
4	<ul style="list-style-type: none"> Todd Mauger, Juvenile Justice, seeking approval to apply for Idaho Office of Drug Policy SFY 2027 Substance Use Primary Prevention Grant (SUPP) (requested 5 minutes) (action item)
5	<ul style="list-style-type: none"> Discussion of a quit claim deed on property (requested 15 minutes) (action item)
6	<ul style="list-style-type: none"> Scott Crowther, Event Center, request to discuss (1) permission to sign contracts for concerts and standard event sponsorships and (2) Master Planning Design Services project (requested 10 minutes) (action item)
7	<ul style="list-style-type: none"> Teri Jones, Event Center, requesting (1) approval of BCRA contract and (2) approval of the Camp Host agreement (requested 10 minutes) (action item)
8	<ul style="list-style-type: none"> Matthew Phillips, Human Resources, requesting a renewal signature for previously budgeted learning management system (LMS) Knowledge City used by HR for remedial, leadership, or other training needs (requested 5 minutes) (action item)
9	<ul style="list-style-type: none"> Kristi Klauser, Auditing, requesting a signature on Remnant opioid settlement (requested 5 minutes) (action item)
10	<ul style="list-style-type: none"> Discussion of a Planning Council reappointment (requested 5 minutes) (action item)
11	RESOLUTIONS AND ORDINANCES (action items): 2026-16 Approving Tax Cancellation Requests
12	LETTERS AND NOTICES (action items): Commissioners' Proceedings – February 2026
13	CONSENT AGENDA (action items): <ul style="list-style-type: none"> Manual Checks Alcohol Licenses and Catering Permits Certificate of Residency Approval Personnel Actions with potential Executive Session under Idaho Code § 74-206(1)(a),(b)&(d) for personnel actions or personnel records exempt from disclosure with potential action following adjournment of Executive Session Mileage and Travel Approvals

	<ul style="list-style-type: none"> Minutes: Approval of and signature on certification for meeting minutes for March 3 and 5, 2026
14	Public Hearing – FLUM – Jackson (action item) Public Hearing –Rezone – Jackson (action item)
15	On the Record Review (action item)

Meeting Notes

- 1 9:00 AM Hough called the meeting to order. There were no cremation applications for consideration.
- 2 9:00 AM Burch addressed the sewer district discussion and explained the wastewater collection authority that exists but is non-functioning. Growth didn't happen at the rate anticipated and so it is underused today, but provides an opportunity for collection. The county stepped away from the collection authority in 2020. Hough will move forward to study the viability for a regional district.
9:06 AM Discussion ensued on housing an ambulance in the Chubbuck fire station. Response times would be cut and Chubbuck is very much in favor.
9:09 AM Chubbuck is a participant of Portneuf Valley Development Corp. Target has pulled a building permit and there are three additional companies that are national retailers. There has been a multi-family housing growth trend.
9:14 AM Discussion ensued on community clean up days. Burch requested to coordinate Chubbuck clean up days with the County's free days with no fee. The Board directed conversations to be directed to the Landfill manager.
- 3 9:20 AM Chief Deputy Sheriff Alex Hamilton also appeared. Manu explained to save for future building renovations or major purchases, they could take on more IDOC inmates to increase revenue. Additionally, now is a great opportunity as they have been fully staffed, spending less on training, and the population is down. The projected revenue looks to be almost met, so it was proposed to put any additional revenue in a line for major projects or reserves. Discussion ensued on inmate cost per day, and managing inmate numbers from state based on staffing and bed availability.
9:34 AM Hough moved to enter into executive session under Idaho Code §§74-206(1)(a), (b) & (d) for personnel actions or personnel records exempt from disclosure. The motion passed by roll call vote.
9:44 AM Bullock moved to exit executive session. Bullock moved to allow ten years of service for benefits accrual and no PTO. The motion passed.
- 4 9:45 AM Mauger requested to apply for the Substance Use Primary Prevention Grant. Moser moved to approve writing the application and submitting the grant electronically. The motion passed.
- 5 9:47 AM Assessor Anita Hymas, Chief Deputy Assessor Randy Hobson, and Treasurer Jennifer Clark appeared. Hymas reported that two parcels were sold at auction that the original owners are now requesting an IRS donation form be completed by the county. Dixon explained the two parcels were deeded to the county, but the county did not accept them. Hymas explained the owner didn't like the value assessed, the lack of access, and that they were platted but there is no street. The owners requested staff appraise the parcels for the IRS form, but staff are tax appraisers. The matter was tabled.
- 6 9:56 AM Discussion ensued on granting Crowther the authority to negotiate agreements as the previous resolution expired. Moser moved to approve giving authority to the Events Director to sign contracts. A resolution will be developed. The motion passed.
10:23 AM Crowther reviewed the master plan submissions have been interviewed and scored. The presentations were great. However, there are more logical issues to pursue such as better parking, rather than trying to tackle items in the master planning without funds to allocate. Hough suggested a feasibility study rather than a master plan with a risk and price analysis. Discussion ensued on changing course, five year plan, deed restrictions, and relocating the covered arena.
- 7 9:55 AM Jim Ziegler also appeared. Crowther explained that Ziegler has been a camp host for the last two years. Moser moved to approve the contract. The motion passed.

- 9:57 AM Crowther reviewed the previously discussed BCRA contract, the previous year's payment, conflicts with dates, water, fuel, and fee waivers. Last year, they paid the contract which reserved two arenas, but did not use one. Crowther explained there is culpability on both sides and requested a fee waiver for this year. Klauser clarified for transparency and paper trail to adjust last year's contract to show the actual use and amount. Hough moved to accept the overpayment from last year and waive the fee this year. The motion passed with Bullock and Hough voting in the affirmative and Moser opposed.
- 8 10:19 AM Phillips reviewed a contract for training on a learning management system. Hough moved to approve the LMS contract. The motion passed.
- 9 10:21 AM Klauser reviewed a new settlement agreement for opioid funds. Hough moved to approve the opioid statement. The motion passed.
- 10 10:17 AM Jensen reviewed that a council member's term has expired, but they expressed a desire to serve another term. Moser moved to approve the reappointment of the individual. The motion passed.
- 11 10:34 AM Hough moved to approve Resolution 2026-16. The motion passed.
- 12 10:34 AM Hough moved to approve the Commissioners' Proceedings publication. The motion passed.
- 13 10:32 AM Phillips reviewed some personnel issues. 10:34 AM Bullock moved to approve the consent agenda. The motion passed.
- 14 10:08 AM Planning Director Hal Jensen, Assistant Director Tristan Bourquin, and Planner Annie Hughes were present. Moser moved to open the public hearing. The motion passed. No citizens submitted any comments, nor signed up to speak. Jensen reviewed the request to change the future land use map that will make the change to the Comprehensive Plan. Bullock moved to close the public hearing. The motion passed. Bullock moved accept the changes to the future land use map per P&Z council's recommendation. The motion passed.
- 10:12 AM Moser moved to open the public hearing. The motion passed. No citizens submitted any comments, nor signed up to speak. Bourquin reviewed the rezone request was found to meet all requirements in the ordinance. Moser moved to close the public hearing. The motion passed. Moser moved to approve the recommended rezone. The motion passed. Moser moved to close the public hearing.
- 15 10:15 AM Regarding the review of the record for Deer Valley Reserve, the Board discussed that this is an agreement between citizens, the landowner and developer. This issue is not county business. Planning staff and council did their due diligence. Bullock moved to uphold the decision from the Planning council. The motion passed.

Action Item Summary

ACTION/DIRECTION	ASSIGNED TO
Discussions with Chubbuck Mayor included sewer district, wastewater collection authority, housing an ambulance in Chubbuck, and economic development.	Commission
Increase IDOC inmates based on staffing/bed availability to allow additional revenues to be saved for major projects. Employee granted years of service accrual following executive session.	Sheriff/HR/Auditing
Application and electronic signature approved for Idaho Office of Drug Policy SFY 2027 Substance Use Primary Prevention Grant.	Juvenile
Request to complete IRS donation form regarding deeded property tabled.	Assessor
Events Director will be authorized by resolution to sign certain contracts. Master plan design services project to be closed. Camp host contract was approved. BCRA contract with fee waiver was approved and overpayment from last year acknowledged.	Parks & Rec/Resolution/ Procurement

Knowledge City contract for learning management software approved.	HR
Remnant opioid settlement statement approved.	Auditing
Reappointment of Planning Council member approved.	Planning
Resolution 2026-16 Approving Tax Cancellation Requests was passed.	Clerk
February 2026 Commissioner Proceedings publication was approved.	Clerk
Consent agenda items were approved.	Clerk/Auditing/Resolution
Jackson FLUM and rezone applications were approved.	Planning/Ordinances
Deer Valley Reserve appeal denied.	Planning/Commission



MINUTES OF THE BOARD OF BANNOCK COUNTY COMMISSIONERS

Meeting Details

Date of Meeting:	Thursday, March 12, 2026
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 Jonathan Radford, PIO Emma Iannacone, and Prosecutor Ian Johnson (9:05 am)

Agenda Details

AGENDA	
	Work Session and Claims Meeting (action items)
	Agenda:
1	<ul style="list-style-type: none"> Zach McArthur, a request to discuss obtaining a Certificate of Occupancy (requested 10 minutes) (action item)
2	<ul style="list-style-type: none"> Wes Jones, Office of Emergency Management, providing a quarterly update (requested 10 minutes) (action item)
3	<ul style="list-style-type: none"> Kiel Burmester, Public Works, to discuss a request (1) from USDA to use the grooming shed to store a boat and (2) to allow Wadsworth to dispose of excavation dirt, gravel, and rock from the Inkom Bridge project (requested 10 minutes) (action item)
4	<ul style="list-style-type: none"> Melissa Hartman, Veterans Services, a request to discuss personnel actions with potential Executive Session under Idaho Code § 74-206(1)(a),(b)&(d) for personnel actions or personnel records exempt from disclosure with potential action following adjournment of Executive Session (requested 5 minutes) (action item)
5	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 Personnel Actions with potential Executive Session under Idaho Code § 74-206(1)(a),(b)&(d) for personnel actions or personnel records exempt from disclosure with potential action following adjournment of Executive Session Payroll Report Alcohol Licenses and Permits Certificate of Residency Approval Mileage Reimbursement Requests Technology Request Form Memorandum Authorization for Accounts Payable Cardholder User Agreement and Authorization

Meeting Notes

- 9:00 AM Hough called the meeting to order.
Sarah McArthur also appeared. Mr. McArthur explained they are building a house, but the contractor relationship fell apart due to theft. They began living in the home under a temporary occupancy permit.

The building permit requirements are almost finished with the last to be finished this week. They have reached out to the County to see what needs done to finish up and close on their loan and they have been told they can't do anything as the contractor's name is on the building permit. They cannot change the name to theirs and they cannot file for a new permit. So now they don't know how to get a certificate of occupancy. The McArthurs would like to move forward in good standing. Currently, they are paying \$100/day in interest until the loan closes.

9:04 AM Discussion ensued on terminating the contract. The contractor sent notice for breach of contract for not being paid, but they asked for invoices 8 months ago and the contractor walked off.

9:05 AM Radford reviewed tortious interference of contract for building permits. The temporary occupancy flows from the building permit. The contractor's name is on the building permit so he has interest in that value. If the county intervenes, the contractor can sue. 9:07 AM The McArthurs have put in a complaint to the state contractor's board and feel the contract is null and void. They are experiencing a tangible financial loss. They are being told there is no path forward for them.

9:08 AM Mr. McArthur argued that a permit can be issued to an authorized agent of an owner. Under Idaho law, the owner can terminate the agent. Discussion ensued on renewing the temporary occupancy that is expired, non-enforcement during investigation, obligations, contracts, and building permits. The Board indicated the owners need to resolve the issue with the contractor.

2 Cancelled.

3 9:19 AM Kathy Dahlke, Cole Morrison, and Abbie Broersma also appeared. Broersma reviewed the request for watercraft storage. Burmester recommended space at the grooming building. Morrison will draft an MOU for April-October usage.

9:24 AM Burmester reported that Wadsworth is completing bridge replacements and the company is looking for options to take the gravel they are removing. Burmester suggested the old grooming shack location to level out the property. Bullock moved to get an MOU in place stating the type of material, and staff inspection, upon approval by legal, the Board, and staff. The motion passed.

4 9:31 AM Hartman discussed the timeclock system, punching time, and manual time entry. Dixon reported everyone is required to punch unless approved by an elected or department head for a certain instance. Hartman explained instances that would become work time and punching would not be available. The Board directed that if in the office, to punch in and manually if not. Manual entry is the exception, not the rule.

5 9:53 AM Bullock moved to approve the items on the claims agenda. The motion passed.

Action Item Summary

ACTION/DIRECTION	ASSIGNED TO
Owners seeking certificate of occupancy were directed to resolve the issue regarding the contractor.	Planning
MOU to be prepared to allow USDA to store watercraft at the grooming shed.	Public Works
MOU to be prepared to accept gravel fill from Wadsworth.	Public Works
Board clarified to use time punch when in the office and manual time entry as an exception when not.	Veterans
Items in the claims agenda were approved.	Auditing