



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, April 23, 2026

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

Work Session Agenda:

- Anne Butler, City of Pocatello Parks & Recreation, requesting a fee adjustment for Rest Lawn Cemetery 3rd and 4th Addition (requested 10 minutes) (action item)
- Melissa Hartman, Veteran Services, requesting (1) discussion about the School District's new Facilitron Request System in reserving the Soccer Fields at Century for Field of Heroes, (2) insurance for use of the Century Soccer Field and track around the football field, and (3) invitation to emcee the Dedication Ceremony, Friday, May 22nd at 10 am. And read Proclamation, and (4) emcee for closing ceremony at 5:15 p.m. (requested 10 minutes) (action item)
- Scott Crowther, Event Center/Wellness Complex, requesting approval of and signature on (1) Rental Agreement requesting waived fees for a watch party, (2) contract requesting waived fees for ISU Haunted Science Lab, and (3) Independent Contractor Agreement with 208Excursions (requested 10 minutes) (action items)
- **(AMENDED to include)** Discussion pertaining to water at the Wellness Complex to include, if approved, signature on contract for Participation by Non-Member in District for Mitigation Purpose (action item)
- Shanda Crystal, Procurement, providing a procurement update (requested 5 minutes)
- Dillon Evans, Landfill, providing a monthly landfill update (requested 10 minutes) (action item)

- Discussion pertaining to a decision on plan moving forward for contributions in FY27 (requested 10 minutes) (action item)
- **(AMENDED to include)** Property Tax Exemption for review and potential approval (action item)
- **(AMENDED to include)** Hal Jensen, Planning and Development, seeking review, approval, and signature MOU for connection of water line by developer McCormick Ranches at Fairgrounds Road (action item)
- Hal Jensen, Planning and Development, requesting an Executive Session under Idaho Code §74-206(1)(a)&(b) regarding personnel with potential action following adjournment of Executive Session (requested 5 minutes) (action item)

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

BANNOCK COUNTY COMMISSIONERS

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



ERNIE MOSER
Commissioner
1st District

JEFF HOUGH
Commissioner
2nd District

KEN BULLOCK
Commissioner
3rd District

CONCERNS/ISSUES REQUEST FORM

Once you have filled out this form, you can email the completed form to commission@bannockcounty.us; fax it to 208-236-7363; or send it by mail to: Bannock County Commissioners, 624 E. Center St., Room 101, Pocatello, ID 83201. *Please be sure to include any supporting documents.* If you have any questions, feel free to call 208-236-7210.

Name:

Anne Butler, Pocatello Parks & Rec.

Phone/Email:

208-234-6232 abutler@poc

Concern/issue/question:

I am representing Restlawn Cemetery, and we are preparing to plat the 3rd and 4th Addition. I was notified the fee schedule for review is a \$450 flat fee plus \$40 per lot. Under this fee schedule this is quite expensive for such small parcels, uniform parcels. I believe this fee was intended for subdivisions and other applications.

Suggested solution?

I am kindly requesting a fee adjustment for these two plats and recognize County staff does not have the authority to deviate from your fee schedule without Commission approval.

Please include any supporting documents with your Concerns/Issues Request Form.

Commission Office Only:

Date: 4/23/26

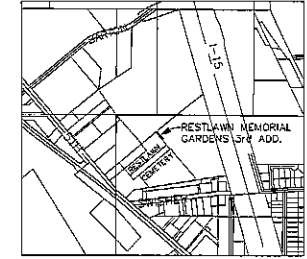
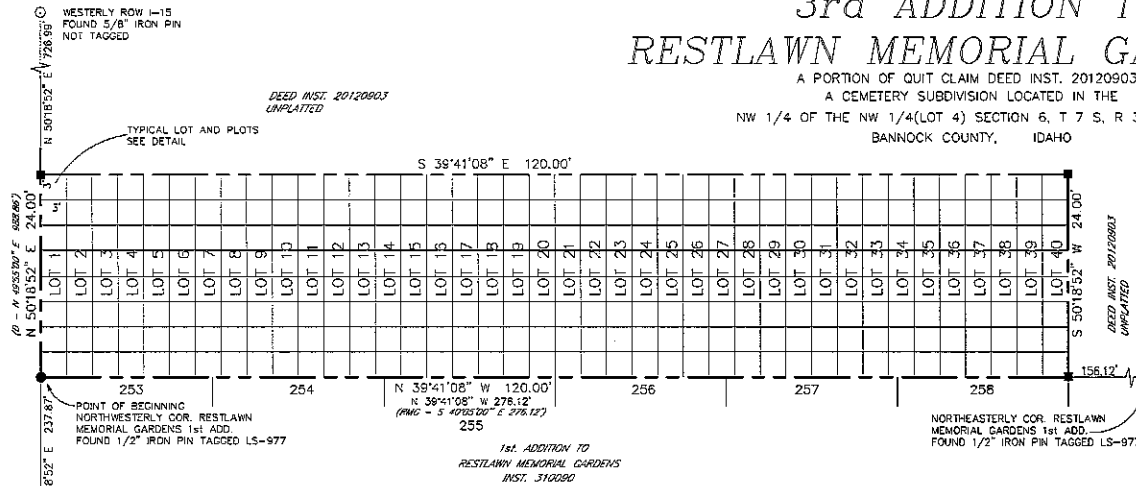
Department: _____

3rd ADDITION TO RESTLAWN MEMORIAL GARDENS

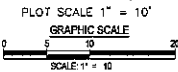
A PORTION OF QUIT CLAIM DEED INST. 20120903
A CEMETERY SUBDIVISION LOCATED IN THE
NW 1/4 OF THE NW 1/4 (LOT 4) SECTION 6, T 7 S, R 35 E, B.M.
BANNOCK COUNTY, IDAHO

3	1	2	3	4	5	6	7	8	3
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LOT DETAIL
DIVISION OF TYPICAL LOTS AND PLOTS (3"x 3')



VICINITY MAP



BASIS OF BEARING PER THE CENTRAL MERIDIAN OF THE EAST ZONE OF THE IDAHO STATE PLANE COORDINATE SYSTEM

- BOUNDARY LINE
- LOT LINE
- SET 5/8" x 30" IRON PIN WITH 2" ALUM. CAP STAMPED 103-42
- FOUND MONUMENT AS NOTED
- FOUND MONUMENT AS NOTED REPLACED WITH A 5/8" x 30" IRON PIN AND 2" ALUM. CAP STAMPED 103-42
- (D- - - - -) BEARING/DISTANCE PER DEED OF RECORD INST. 20120903
- (RUG- - - - -) BEARING/DISTANCE PER PLATS OF RESTLAWN MEMORIAL GARDEN, 1ST. ADD. 2ND. ADD.

BOUNDARY DESCRIPTION

A TRACT OF LAND IN THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 6, TOWNSHIP 7 SOUTH, RANGE 35 EAST, BOISE MERIDIAN, BANNOCK COUNTY, IDAHO, SAID TRACT BEING A PORTION OF THE LAND DESCRIBED IN INSTRUMENT 20120903 OF THE RECORDS OF BANNOCK COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SECTION 6, TOWNSHIP 7 SOUTH, RANGE 35 EAST, BOISE MERIDIAN; FROM WHICH THE SOUTH QUARTER CORNER OF SECTION 36, TOWNSHIP 8 SOUTH, RANGE 34 EAST, BEARS SOUTH 89°41'27" EAST A DISTANCE OF 2140.72 FEET (BASIS OF BEARING PER THE CENTRAL MERIDIAN OF THE EAST ZONE OF THE IDAHO STATE PLANE COORDINATE SYSTEM); THENCE SOUTH 40°22'53" EAST A DISTANCE OF 480.31 FEET TO THE NORTHEASTERLY CORNER OF RESTLAWN MEMORIAL GARDENS 2ND ADDITION, A PLATTED CEMETERY RECORDED IN THE RECORDS OF BANNOCK COUNTY AS INSTRUMENT 351202; THENCE NORTH 50°18'52" EAST ALONG THE SOUTHERLY BOUNDARY LINE OF THE LAND DESCRIBED IN INSTRUMENT 22512520, THE SAME BEING THE NORTHWESTERLY BOUNDARY LINE OF RESTLAWN MEMORIAL GARDENS 1ST ADDITION, A DISTANCE OF 237.87 FEET TO THE NORTHEASTERLY CORNER OF RESTLAWN MEMORIAL GARDENS 1ST ADDITION A PLATTED CEMETERY RECORDED IN THE RECORDS OF BANNOCK COUNTY AS INSTRUMENT 310080; THE TRUE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID SOUTHERLY BOUNDARY LINE NORTH 50°18'52" EAST A DISTANCE OF 24.00 FEET; THENCE SOUTH 39°41'08" EAST A DISTANCE OF 120.00 FEET; THENCE SOUTH 50°18'52" WEST A DISTANCE OF 24.00 FEET; THENCE NORTH 39°41'08" WEST A DISTANCE OF 120.00 FEET TO THE POINT OF BEGINNING.

COUNTY REVIEW SURVEYOR

I, _____ SURVEYOR IN AND FOR BANNOCK COUNTY, IDAHO, DO HEREBY CERTIFY THAT I HAVE CHECKED THIS PLAT AND COMPUTATIONS SHOWN HEREON, AND HAVE DETERMINED THAT THE REQUIREMENT OF IDAHO CODE 50-1305 HAVE BEEN MET, AND I APPROVE THE SAME FOR FILING THIS _____ DAY OF _____

BANNOCK COUNTY SURVEYOR _____ DATE _____

SURVEYORS CERTIFICATE

I, GERALD V. EVANS, A REGISTERED LAND SURVEYOR OF THE STATE OF IDAHO, DO HEREBY CERTIFY THAT A SURVEY WAS MADE UNDER MY DIRECTION OF THE LAND DESCRIBED IN THE ACCOMPANYING BOUNDARY DESCRIPTION AND THAT THE PLAT UPON WHICH THIS CERTIFICATION APPEARS WAS MADE UNDER MY DIRECTION. I FURTHER CERTIFY THAT THE ACCOMPANYING MAP CORRECTLY DEPICTS THE DIVISION OF THE LAND AS MARKED UPON THE GROUND, THAT THE MONUMENTS SHOWN CONFORMS WITH THAT SET OR FOUND UPON THE GROUND, AND THAT THE PERTINENT PROVISIONS OF THE STATUTES OF THE STATE OF IDAHO TOGETHER WITH ALL LOCAL ORDINANCES PERTAINING THERETO HAVE BEEN COMPLIED WITH.

GERALD V EVANS PLS 10342 _____ DATE _____



CITY OF POCATELLO

THE PLAT ON WHICH THIS CERTIFICATION APPEARS IS HEREBY APPROVED BY THE CITY OF POCATELLO, IDAHO, THIS _____ DAY OF _____, 20____.

MARK DAHLQUIST MAYOR _____ SKYLER ALLEN ENGINEER FOR THE CITY PE 15370

KONNI R. KENDELL CITY CLERK

COUNTY RECORDER

IRRIGATION WATER RIGHT STATEMENT

IT HAS BEEN DETERMINED THAT THE PROPERTY INCLUDED IN THIS SUBDIVISION IS NOT LOCATED WITHIN THE BOUNDARIES OF AN EXISTING IRRIGATION DISTRICT.

SURVEY NARRATIVE

THE PURPOSE OF THIS SURVEY IS TO PLAT AREAS FOR CURRENT CEMETERY USE. THE BOUNDARY LINE WAS DETERMINED FROM FOUND MONUMENTS FROM ADJACENT CEMETERY PLOTS. THE NORTH LINE WAS DETERMINED FROM FOUND MONUMENTS ON THE FREEWAY AND ADJACENT PLAT. THE EAST LINE IS A NEW LINE PARALLEL WITH THE CURRENT WEST BOUNDARY. THE SOUTH LINE IS A NEW LINE PARALLEL WITH THE NORTH LINE AND PERPENDICULAR WITH THE EAST AND WEST LINES.

OWNER'S CERTIFICATE

KNOW ALL MEN BY THE PRESENTS THAT THE CITY OF POCATELLO A MUNICIPAL CORPORATION IS THE OWNER OF THE LAND DESCRIBED IN THE BOUNDARY DESCRIPTION AND HAVE CAUSED THE SAME TO BE SUBDIVIDED INTO LOTS AND PLOTS. IT IS THE INTENTION OF THE OWNERS TO INCLUDE ALL OF THE LAND DESCRIBED IN THE BOUNDARY DESCRIPTION IN THIS PLAT. THE LOCATION AND DIMENSIONS OF THE LOTS AND PLOTS ARE TO BE AS SHOWN ON THE ACCOMPANYING MAP OF THE PROPERTY.

IN WITNESS WHEREOF WE HAVE HEREUNTO SET THE HAND AND SEAL OF SAID MUNICIPAL CORPORATION, ATTEST:

MAYOR _____ CITY CLERK _____

ACKNOWLEDGMENT
STATE OF IDAHO

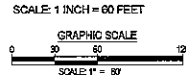
COUNTY OF BANNOCK

ON THIS _____ DAY OF _____, 20____, BEFORE ME, A NOTARY PUBLIC IN AND FOR THE STATE OF IDAHO, PERSONALLY APPEARED BRIAN BLAIR AND KONNI KENDALL, KNOWN TO ME TO BE THE MAYOR OF THE CITY OF POCATELLO AND CITY CLERK RESPECTIVELY, OF THE CITY OF POCATELLO AND THE ACKNOWLEDGED TO ME THAT THE SAID MUNICIPAL CORPORATION EXECUTED THE ABOVE CERTIFICATE. IN WITNESS WHEREOF I HAVE HERE UNTO SET MY HAND AND AFFIXED MY OFFICIAL SEAL THE DAY AND YEAR IN THIS CERTIFICATE FIRST ABOVE WRITTEN.

NOTARY PUBLIC IN AND FOR THE STATE OF IDAHO _____ MY COMMISSION EXPIRES ON _____

RESTLAWN MEMORIAL GARDENS 3rd ADDITION	
APPROVED BY:	SCALE: 1" = 40' DATE DRAWN: JULY 2024
CITY ENGINEER, ON APPROVED BY:	DRAWN BY: R.M. JENSEN / G.E. EVANS
TITLE:	SHEET 1 OF 1
DATE:	TOWN RANGE SECTION 35E 7S 4E

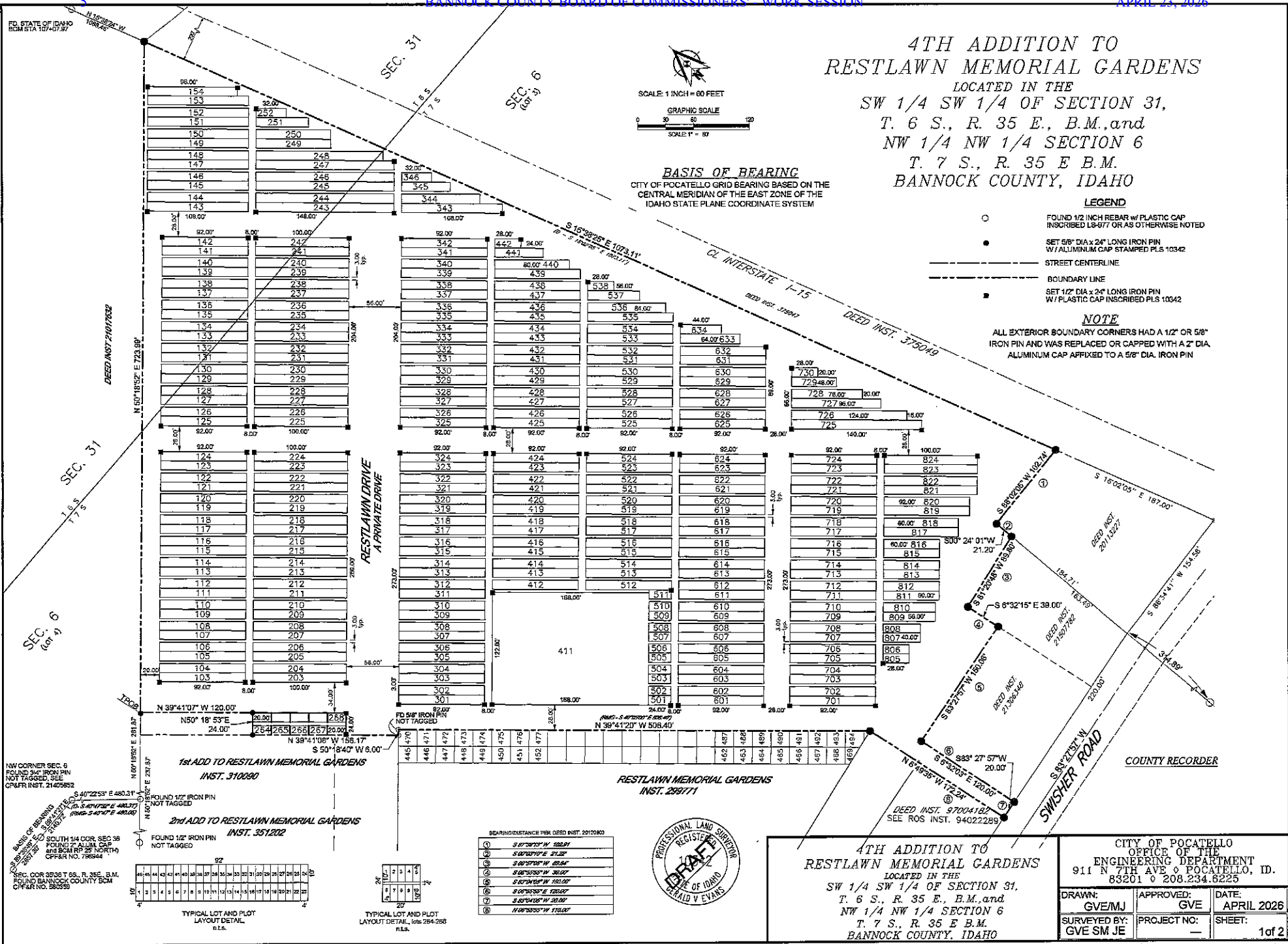
**4TH ADDITION TO
RESTLAWN MEMORIAL GARDENS**
LOCATED IN THE
SW 1/4 SW 1/4 OF SECTION 31,
T. 6 S., R. 35 E., B.M. and
NW 1/4 NW 1/4 SECTION 6
T. 7 S., R. 35 E. B.M.
BANNOCK COUNTY, IDAHO



BASIS OF BEARING
CITY OF POCA TELLO GRID BEARING BASED ON THE
CENTRAL MERIDIAN OF THE EAST ZONE OF THE
IDAHO STATE PLANE COORDINATE SYSTEM

- LEGEND**
- FOUND 1/2 INCH REBAR W/ PLASTIC CAP INSCRIBED L3-877 OR AS OTHERWISE NOTED
 - SET 5/8" DIA x 24" LONG IRON PIN W/ ALUMINUM CAP STAMPED PLS 10342
 - STREET CENTERLINE
 - BOUNDARY LINE
 - SET 1/2" DIA x 24" LONG IRON PIN W/ PLASTIC CAP INSCRIBED PLS 10042

NOTE
ALL EXTERIOR BOUNDARY CORNERS HAD A 1/2" OR 5/8" IRON PIN AND WAS REPLACED OR CAPPED WITH A 2" DIA ALUMINUM CAP AFFIXED TO A 5/8" DIA. IRON PIN



BEARING/DISTANCE PER DEED INST. 2012082

①	S 07°20'12" W 102.81'
②	S 07°09'10" E 31.22'
③	S 07°27'10" W 82.84'
④	S 07°32'00" W 30.00'
⑤	S 07°04'00" E 102.00'
⑥	S 20°04'00" W 20.00'
⑦	N 07°00'00" W 110.00'



**4TH ADDITION TO
RESTLAWN MEMORIAL GARDENS**
LOCATED IN THE
SW 1/4 SW 1/4 OF SECTION 31,
T. 6 S., R. 35 E., B.M. and
NW 1/4 NW 1/4 SECTION 6
T. 7 S., R. 35 E. B.M.
BANNOCK COUNTY, IDAHO

CITY OF POCA TELLO
OFFICE OF THE
ENGINEERING DEPARTMENT
911 N 7TH AVE • POCA TELLO, ID.
83201 • 208.234.6225

DRAWN: GVE/MJ | APPROVED: GVE | DATE: APRIL 2026
SURVEYED BY: GVE SM JE | PROJECT NO: | SHEET: 1 of 2

**4TH ADDITION TO
RESTLAWN MEMORIAL GARDENS**
LOCATED IN THE
**SW 1/4 SW 1/4 OF SECTION 35,
T. 6 S., R. 35 E., B.M., and
NW 1/4 NW 1/4 SECTION 6
T. 7 S., R. 35 E B.M.
BANNOCK COUNTY, IDAHO**

SURVEY NARRATIVE

THE PURPOSE OF THIS SURVEY IS TO SUBDIVIDE AND PLAT THAT CERTAIN PORTION OF PROPERTY DESCRIBED IN DEED INSTRUMENT 20120903 INTO A BLOCK, LOTS AND PLOTS FOR A NEW ADDITION TO RESTLAWN MEMORIAL GARDENS CEMETERY. THE BOUNDARY WAS DETERMINED FROM THE EXISTING FOUND MONUMENTS AS DEPICTED AROUND THE PERIMETER OF THE CEMETERY. ALL CORNERS EXCEPT 2 WERE FOUND IN PLACE AND THE 2 THAT WERE NOT FOUND WERE PLACED PER THE ADJACENT DEEDS OF RECORD.

OWNER'S CERTIFICATE

KNOW ALL MEN BY THESE PRESENTS THAT WE, THE UNDERSIGNED OWNER(S) OF THE LAND DESCRIBED IN THE BOUNDARY DESCRIPTION HAVE CAUSED THE SAME TO BE SUBDIVIDED INTO A BLOCK AND LOTS, AND PLOTS TO BE HEREAFTER KNOWN AS 4TH ADDITION TO RESTLAWN GARDENS, AND DO HEREBY WARRANT AND SAVE THE CITY OF POCATELLO AND THE COUNTY OF BANNOCK HARMLESS FROM ANY EXISTING EASEMENTS OR ENCUMBRANCES. IT IS THE INTENTION OF WE THE OWNERS TO INCLUDE ALL OF THE LAND DESCRIBED IN THE BOUNDARY DESCRIPTION IN THIS PLAT. THE LOCATION AND THE DIMENSIONS OF THE BLOCK, LOTS AND PLOTS ARE TO BE AS SHOWN ON THE ACCOMPANYING MAP OF THE PROPERTY. THE STREETS ARE HEREBY DEDICATED TO THE PUBLIC, AND NO STRUCTURES OTHER THAN THOSE FOR SUCH PURPOSES ARE TO BE ERRECTED WITHIN THE LINES OF SAID STREETS.

IN WITNESS WHEREOF WE OWNER(S) DO HEREBY SET OUR HANDS.

CITY OF POCATELLO

MARK DAHLQUIST
MAYOR

KONNI R. KENDALL
CITY CLERK

ACKNOWLEDGEMENT

STATE OF _____ COUNTY OF _____

ON THIS _____ DAY OF _____ IN THE YEAR _____ BEFORE ME A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED BRIAN B. BLAD, KNOWN OR IDENTIFIED TO ME TO BE THE PERSONS WHOSE NAMES APPEAR OF THE FOREGOING OWNERS CERTIFICATE AND ACKNOWLEDGED TO ME THAT THEY DID EXECUTED THE SAME.

IN WITNESS WHEREOF, I HAVE HEREBY SET MY HAND AND AFFIXED MY SEAL THIS DAY AND THIS CERTIFICATE ABOVE WRITTEN.

NOTARY PUBLIC _____

RESIDING IN: _____

MY COMMISSION EXPIRES: _____

CITY OF POCATELLO

THE PLAT ON WHICH THIS CERTIFICATION APPEARS IS HEREBY APPROVED BY THE CITY OF POCATELLO, IDAHO, THIS _____ DAY OF _____, 20____.

MARK DAHLQUIST MAYOR

SKYLER ALLEN
ENGINEER FOR THE CITY PE 15370

KONNI R. KENDALL
CITY CLERK

BOUNDARY DESCRIPTION

A PARCEL OF LAND LOCATED IN THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 31 TOWNSHIP 6 SOUTH RANGE 35 EAST B.M. AND THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 6, TOWNSHIP 7 SOUTH, RANGE 35 EAST, B.M. BANNOCK COUNTY, IDAHO, BEING A PORTION OF THE LAND DESCRIBED IN DEED INSTRUMENT 20120903, OF THE RECORDS OF BANNOCK COUNTY, IDAHO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SECTION 6, BEING MARKED BY AN 3/4" IRON PIN, AND DESCRIBED IN CORNER PERPETUATION AND FILING RECORD, INSTRUMENT NO. 21405652, FROM WHICH THE SOUTH 1/4 CORNER OF SECTION 36, T. 6 S., R. 35 E., B.M., BEARS SOUTH 89°41'27" EAST, 2140.72 FEET; THENCE SOUTH 40°22'53" EAST, A DISTANCE OF 480.31 FEET TO A POINT ON THE NORTH BOUNDARY LINE OF 2ND ADDITION TO RESTLAWN MEMORIAL GARDENS, RECORDED AS INSTRUMENT NO. 351202; THENCE NORTH 50°18'52" EAST ALONG THE NORTH-WESTERLY BOUNDARY LINE OF SAID SUBDIVISION, AND THE NORTH BOUNDARY LINE OF 1st ADDITION TO RESTLAWN MEMORIAL GARDENS, INSTRUMENT NO. 310090 A DISTANCE OF 251.67 FEET TO THE TRUE POINT OF BEGINNING;

THENCE CONTINUING NORTH 60°18'52" EAST, ALONG THE SOUTHEASTERLY BOUNDARY LINE OF THE LAND DESCRIBED IN DEED INSTRUMENT 21917332, A DISTANCE OF 723.89 FEET, TO A POINT ON THE WEST RIGHT OF WAY LINE OF INTERSTATE I-15; THENCE SOUTH 15°38'25" EAST, ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 1073.11 FEET, TO THE NORTHEAST CORNER OF THE LAND DESCRIBED IN DEED INSTRUMENT 20113227;

THENCE SOUTH 89°02'05" WEST, ALONG THE NORTH BOUNDARY LINE OF SAID LAND DESCRIBED IN SAID DEED A DISTANCE OF 102.74 FEET;

THENCE SOUTH 00°24'01" WEST ALONG THE WEST BOUNDARY LINE OF SAID LAND, A DISTANCE OF 21.20 FEET TO THE NORTHWEST CORNER OF THE LAND DESCRIBED IN DEED INSTRUMENT 21507782;

THENCE SOUTH 81°20'48" WEST, ALONG THE EAST BOUNDARY LINE OF THE LAND DESCRIBED IN THE AFOREMENTIONED DEED, A DISTANCE OF 88.80 FEET, TO THE NORTHWEST CORNER OF SAID LAND; THENCE SOUTH 06°32'15" EAST ALONG THE WEST BOUNDARY LINE OF SAID LAND, A DISTANCE OF 38.00 FEET, TO THE NORTHEAST CORNER OF THE LAND DESCRIBED IN DEED INSTRUMENT 21306348; THENCE SOUTH 83°27'57" WEST ALONG THE NORTH BOUNDARY LINE OF SAID LAND A DISTANCE OF 150.06 FEET, TO THE NORTHWEST CORNER OF SAID LAND; THENCE SOUTH 06°32'03" WEST ALONG THE WEST LINE OF SAID LAND A DISTANCE OF 120.00 FEET, TO A POINT ON THE NORTH RIGHT OF WAY LINE OF SWISHER ROAD;

THENCE SOUTH 83°27'57" WEST ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 20.00 FEET, TO THE SOUTHEAST CORNER OF THE LAND DESCRIBED IN DEED INSTRUMENT 97004182; THENCE NORTH 06°49'35" WEST ALONG THE EAST LINE OF SAID DEED AND EXTENSION THEREOF, A DISTANCE OF 172.24 FEET, TO A POINT ON THE NORTHEAST BOUNDARY LINE OF RESTLAWN MEMORIAL GARDENS, A SUBDIVISION RECORDED AS INSTRUMENT 298771

THENCE ALONG THE NORTHEAST BOUNDARY LINE OF SAID SUBDIVISION AND, 1ST ADDITION TO RESTLAWN GARDENS, INSTRUMENT NO. 310090 FOR THE NEXT FOUR (4) COURSES:

1. NORTH 39°41'20" WEST, A DISTANCE OF 508.40 FEET;
2. SOUTH 50°18'40" WEST, A DISTANCE OF 6.00 FEET;
3. NORTH 39°41'08" WEST, A DISTANCE OF 158.17 FEET;
4. NORTH 50°18'53" EAST, A DISTANCE OF 24.00 FEET, TO THE SOUTHEAST CORNER OF 3RD ADDITION TO RESTLAWN MEMORIAL GARDENS, INSTRUMENT NO. ?????? THENCE NORTH 39°41'07" WEST ALONG THE NORTH BOUNDARY LINE OF SAID SUBDIVISION, A DISTANCE OF 120.00 FEET TO,

THE TRUE POINT OF BEGINNING.
COMPRISING 2.57 ACRES MORE OR LESS

IRRIGATION WATER RIGHTS STATEMENT

IT HAS BEEN DETERMINED THAT THE PROPERTY INCLUDED IN THIS SUBDIVISION IS NOT LOCATED WITHIN THE BOUNDARIES OF AN EXISTING IRRIGATION DISTRICT.

COUNTY SURVEYOR'S CERTIFICATE

I, MATTHEW S. BAKER, SURVEYOR IN AND FOR BANNOCK COUNTY, IDAHO, DO HEREBY CERTIFY THAT I HAVE CHECKED THIS PLAT AND COMPUTATIONS SHOWN HEREBY, AND HAVE DETERMINED THAT THE REQUIREMENT OF IDAHO CODE 50-1305 HAVE BEEN MET, AND I APPROVE THE SAME FOR FILING THIS _____ DAY OF _____

BANNOCK COUNTY SURVEYOR DATE

COUNTY TREASURER'S CERTIFICATE

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

THROUGH _____

JENNIFER CLARK DATE

SURVEYOR'S CERTIFICATE

I, GERALD V. EVANS, A REGISTERED LAND SURVEYOR OF THE STATE OF IDAHO, DO HEREBY CERTIFY THAT A SURVEY WAS MADE UNDER MY DIRECTION OF THE LAND DESCRIBED IN THE ACCOMPANYING BOUNDARY DESCRIPTION AND THAT THE PLAT UPON WHICH THIS CERTIFICATION APPEARS WAS MADE UNDER MY DIRECTION. I FURTHER CERTIFY THAT THE ACCOMPANYING MAP CORRECTLY DEPICTS THE DIVISION OF THE LAND AS MARKED UPON THE GROUND, THAT THE MONUMENTS SHOWN CONFORM WITH THAT SET OR FOUND UPON THE GROUND, AND THAT THE PERTINENT PROVISIONS OF THE STATUTES OF THE STATE OF IDAHO TOGETHER WITH ALL LOCAL ORDINANCES PERTAINING THERETO HAVE BEEN COMPLIED WITH.

GERALD V EVANS PLS 10342 DATE



COUNTY RECORDER'S CERTIFICATE

4TH ADDITION TO RESTLAWN MEMORIAL GARDENS LOCATED IN THE SW 1/4 SW 1/4 OF SECTION 35, T. 6 S., R. 35 E., B.M. and NW 1/4 NW 1/4 SECTION 6 T. 7 S., R. 35 E B.M. BANNOCK COUNTY, IDAHO		CITY OF POCATELLO OFFICE OF THE ENGINEERING DEPARTMENT 911 N 7TH AVE • POCATELLO, ID. 83201 • 208.234.6225
DRAWN: GVE/MJ	APPROVED: _____	DATE: APRIL 2026
SURVEYED BY: GVE SM JE	PROJECT NO: _____	SHEET: 1 of 2

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



ERNE MOSER
Commissioner
1st District

JEFF HOUGH
Commissioner
2nd District

KEN BULLOCK
Commissioner
3rd District

Business Meeting Agenda Request Form

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

Requestor Name:

Melissa Hartman

Department:

Veteran Services

Requestor Email:

melissah@bannockcounty.gov

Item(s) to be considered:

Idaho Field of Heroes Memorial

#1 - Discussion about the School District's new Facilitron Request System in reserving the facility.

I have attached the Permit which has been approved by the School District already.

#2 - Insurance for School District #25 for use of Century Soccer Field and Football Stadium - Track 5/13/2026 thru 5/28/2026 (12 days Total)

#3 - Invite to emcee the Dedication Ceremony Friday, May 22nd at 10am and request for a

Date of meeting being requested:

04/23/2026

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:

FACILITY USE PERMIT

Apr 20, 2026

Permit Number: 3KF3YDADECQF

Approved By: Tonya Walton

Approved Date: 03/19/2026



By using this permit you agree to the terms and conditions of [Century High School | Pocatello/Chubbuck School District #25](https://www.facilitron.com/terms/chs83204) (view at:<https://www.facilitron.com/terms/chs83204>) and [Facilitron, Inc.](https://www.facilitron.com/terms) (view at: <https://www.facilitron.com/terms>).

Permit Instructions:

In the case of a lockout (the scheduled reservation time has begun and access to the scheduled facilities has not been granted), please call Facilitron at 1-800-272-2962 for further assistance. In case of an emergency/safety situation, please call 911.

Additional Emergency Contacts
Emergency Contact: Chris: 208-223-2048
Emergency Contact: Adam: 208-223-2049

THIS PERMIT AUTHORIZES USE OF FACILITIES AS FOLLOWS

Permit Holder:	Idaho Field of Heroes Memorial
Contact Name:	Melissa Hartman
Contact Email:	melissah@bannockcounty.gov
Contact Phone:	(208) 530-2552
Event Name:	Idaho Field of Heroes Memorial
Maximum Daily Attendance:	3000
Location:	View Map Century High School 7801 Diamondback Drive Pocatello ID 83204
Activity:	Other (meeting, class, etc., excluding parking)

Reservation Detail

Facility / Time

Services/Equipment

Wednesday 05/13/2026

4:00PM - 11:00PM Field - Soccer (Field)

Maintenance Qty: 1

Thursday 05/14/2026

4:00PM - 11:00PM Field - Soccer (Field)

Maintenance Qty: 1

Friday 05/15/2026

4:00PM - 11:00PM Field - Soccer (Field)

Maintenance Qty: 1

Tuesday 05/19/2026

4:00PM - 11:00PM Field - Soccer (Field)

Maintenance Qty: 1

Wednesday 05/20/2026

4:00PM - 11:00PM Field - Soccer (Field)

Maintenance Qty: 1

Thursday 05/21/2026

4:00PM - 11:00PM Field - Soccer (Field)

Maintenance Qty: 1

Friday 05/22/2026

4:00PM - 11:00PM Field - Soccer (Field)

Maintenance Qty: 1

Saturday 05/23/2026

8:00AM - 11:00PM Field - Soccer (Field)

Maintenance Hrs: 1 Qty: 1

8:00AM - 1:00PM Football Stadium (Turf) (Field)

Maintenance Hrs: 1 Qty: 1

Sunday 05/24/2026

8:00AM - 11:00PM Field - Soccer (Field)

Maintenance Qty: 1

Tuesday 05/26/2026

4:00PM - 11:00PM Field - Soccer (Field)

Maintenance Qty: 1

Wednesday 05/27/2026

4:00PM - 11:00PM Field - Soccer (Field)

Maintenance Qty: 1

Thursday 05/28/2026

4:00PM - 11:00PM Field - Soccer (Field)

Maintenance Qty: 1



Idaho Counties Risk Management Program
PO Box 15249
3100 S Vista Ave., Ste. 300
Boise, ID 83715

Justin Nyquist
Underwriting Coordinator

Certificate Holder

RE: Certificate Request

I am summarizing ICRMP's position regarding additional insured language on our certificates of insurance.

The member referenced is a governmental entity within the State of Idaho. Idaho Constitution, Article VIII, § 4 prohibits a governmental entity from becoming responsible for any debt or liability of any other person or entity. It states:

No county, city, town, township, board of education, or school district, or other subdivision, shall lend, or pledge the credit or faith thereof directly or indirectly, in any manner, to, or in aid of any individual, association or corporation, for any amount or for any purpose whatever, or become responsible for any debt, contract or liability of any individual, association or corporation in or out of this state.

In addition, Idaho Code § 6-923 only allows political subdivisions to purchase insurance for "themselves and their employees."

Based on these provisions of Idaho law, governmental entities do not have the lawful authority to purchase insurance on behalf of third parties, *i.e.* name them as additional insureds. Moreover, a waiver of subrogation is, in practice, an agreement to become responsible for the debt/liability of the third party.

Even though we cannot use the terminology of "additional insured", we can provide you with a Certificate of Insurance, which shows the insurance provided by ICRMP and that we will accept a tender of your defense if you are named party to a lawsuit solely because of your relationship with this member and not as a result of your own conduct.

I hope this information will better explain who we are, who our member is and why we cannot supply you with the words "additional insured" on your certificate of insurance or consent to any waiver of subrogation. Please let me know as soon as possible that this situation has been resolved in the favor of our member.

Sincerely,
Justin Nyquist, Underwriting Coordinator

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:

Teri Jones

Department:

Event Center

Requestor Email:

tjones@bannockcounty.us

Item(s) to be considered:

Tabernacle Choir watch party: Contract approval

Date of meeting being requested:

04/23/2026

Time requested:

5 Minutes

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

Contract

Contract/Agreement Begin Date:

06/26/2026

Contract/Agreement End Date:

06/26/2026

List of additional attendees:

Scott Crowther, Chaney Nielson, Teri Jones, Ross Hugues, & Leslie Hugues

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 Tabernacle Choir at Temple Square Hollywood Bowl (hereinafter referred to as "Tabernacle Choir Watch Party").

THE PARTIES AGREE TO THE FOLLOWING TERMS AND CONDITIONS:

1. NAME OF EVENT: Tabernacle Choir at Temple Square Hollywood Bowl Event
2. TERM OF AGREEMENT: Tabernacle Choir Watch Party will abide by all contractual agreements and requirements. Tabernacle Choir Watch Party shall pay Bannock County a fee of \$0.00 for the use of the facility.
3. DATE(S) OF EVENT: Tabernacle Choir Watch Party will set up on June 26, 2026, and tear down on June 26, 2026. The actual event will be held on June 26, 2026.
4. FACILITIES: Tabernacle Choir Watch Party shall have access to and use of the following facility at the Event Center: The Portneuf Health Trust Amphitheatre. Nothing contained herein shall contemplate the use or control of areas and/or structures yet to be developed or erected.
5. PRODUCTION: Tabernacle Choir Watch Party shall provide production staff and equipment, as well as pay all fees for production.
6. SETUP OF SEATED PIT: Tabernacle Choir Watch Party shall provide volunteers to help with the setup and teardown of the chairs, pick up trash, and clean the Amphitheatre.
7. SECURITY: Tabernacle Choir Watch Party shall provide security staff.
8. SPONSORSHIPS: Bannock County recognizes the right of the Tabernacle Choir Watch Party 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, ongoing independent sponsorships displayed in certain areas of the Facilities to be used. Tabernacle Choir Watch Party 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 Bannock County staff; Bannock County Event Center will receive 100% of all Concession sales.

10. ALCOHOL: No alcohol will be served at this event.

11. FOOD TRUCKS/VENDORS: Tabernacle Choir Watch Party will be allowed to have food trucks/vendors. 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.

12. MISCELLANEOUS TERMS AND CONDITIONS:

- a. Tabernacle Choir Watch Party 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 beyond normal wear and tear.
- 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. Additional security is the responsibility of Tabernacle Choir Watch Party at its own expense, as deemed necessary for the protection of valuable displays and buildings during the event day and night.

13. INSURANCE: Tabernacle Choir Watch Party 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: Tabernacle Choir Watch Party recognizes that this Event has activities that carry inherent risk or injury, property destruction, or death. As such, the Tabernacle Choir Watch Party shall obtain waivers and/or releases of liability from any

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. Tabernacle Choir Watch Party 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. **ADDITIONAL FEES:** Any and all additional fees incurred in connection with the Event, including but not limited to fees for portable toilets, electrician services, equipment rentals, permits, or other ancillary services, shall be the sole responsibility of Tabernacle Choir Watch Party.
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:** Tabernacle Choir Watch Party 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 such breach, and prior to terminating, the party alleging any breach must notify the other party, in writing, and state the nature of the breach, giving the breaching party an opportunity to cure. The time period for the opportunity to cure shall be reasonable, given the nature and timing of the alleged breach. Except as may be otherwise provided in this Agreement, such breach by either party will result in the other party being responsible to reimburse the non-defaulting party for all costs incurred directly as a result of the breach of this Agreement, and shall be subject to such damages as may be allowed by law, including all attorneys' fees and costs of enforcing this Agreement.
19. **GOOD FAITH:** Bannock County and Tabernacle Choir Watch Party shall continue to engage in good-faith communication and negotiation during the term of this agreement to help keep costs low for use by Tabernacle Choir Watch Party, 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 The Church of Jesus Christ of the Latter-Day Saints by hand delivery or USPS First-Class Mail to The Church of Jesus Christ of Latter-Day Saints, Russ Hugues, 14730 W. Chisholm St. Pocatello, ID 83202. Service of a notice by US Mail shall be deemed complete upon the date of the postmark by US Mail. Either party may change the address for the service 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 _____

Jeff Hough, Chairman

Date _____

Ernie Moser, Commissioner

Date _____

Ken Bullock, Commissioner

_____ Date _____
Ken Bullock, Commissioner

Ross Hugues
_____ Date 3/12/2026
Ross Hugues, Event Coordinator

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
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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:

ISU Haunted Science Lab: Contract Approval

Date of meeting being requested:

04/23/2026

Time requested:

5 Minutes

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

Contract

Contract/Agreement Begin Date:

10/01/2026

Contract/Agreement End Date:

10/31/2026

List of additional attendees:

Scott Crowther, Chaney Nielson, Teri Jones, Steven Shropshire



Office Hours: Monday thru Friday 8:00 a.m. to 5:00 p.m., Closed Weekends and Holidays
Mailing Address: 10588 Fairgrounds Road, Pocatello, Idaho 83201
Email: eventcenter@bannockcounty.us
Phone: 208-237-1340 **Fax:** 208-237-4758

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

EVENT CENTER, WELLNESS COMPLEX AND FAIRGROUNDS CONTRACT

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

APPLICATION INFORMATION

- Company/Origination Name: (event host) Idaho State University Physics
- Contact Name: (who will sign the contract) Steven Shropshire Title: Professor
- Mailing Address: ISU Dept. of physics, Mail Stop 8106
- City: Pocatello State: ID Zip Code: 83209
- Cell Phone: 208-251-0497 Email: shrostev@isu.edu

EVENT INFORMATION

- Event Name: ISU Haunted Science Laboratory Area Requested: Events Center Building B
- Event Description: Interactive science exhibits for school field trips, youth groups, and the public
- Event Date(s): 10/12/2026 - 10/24/2026 (13 days) Estimated Number of Attendees: 2200
- Event Start Time: 9:00 am (variable) Event End Time: 8:00 pm (variable)
- Additional Set-Up or Tear Down Days (if needed): 10/1/2026 - 10/11/2026, 10/25/2026 - 10/31/2026 (18 days)
- Paid Admission Event: YES NO Cost \$5 Event Open to the Public: YES NO
- 501(c)(3): YES NO Non-Profit Name: Idaho State University Tax ID #: 826000924
- Will Alcohol Be Served/Consumed? YES NO (if yes, county permit (\$20) must be provided and present at event)

THE COUNTY SHALL:

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

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

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

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

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

THE APPLICANT SHALL:

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

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

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

Not do any additional electrical wiring without permission of County.

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

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

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

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

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

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

The Lessee will pay the building/grounds rental fees thirty (30) days prior to the event (unless other arrangements are made prior to the event) in the amount of: \$ Fee Waived (see attached page for fee schedule).
87750

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

Bannock County Commissioners

BANNOCK COUNTY

_____ Date 4/23/26
Jeff Hough, Chairman

_____ Date 4/23/26
Ernie Moser, Commissioner

By: _____ Date _____

_____ Date 4/23/26
Ken Bullock, Commissioner

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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


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

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

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

11/19/2025

Date



Applicant

Steven Shropshire

Print Name

ADDITIONAL EVENT INFORMATION

EVENT NAME: ISU Haunted Science Laboratory

DATE: 10/1/26 - 10/24/26, field trips 10/12/26 - 10/23/26, public event 10/24/26, pack up 10/25/26 - 10/31/26

TIME OF EVENT: 7:00 am - 8:00 pm, variable, depending on date.

AREA: Commercial Building B

ADDITIONAL EVENT DETAILS:

A set of interactive science exhibits with a Halloween theme staffed by volunteers. The exhibits will be open at no charge to field trips from public and private schools and for youth groups. Exhibits will also be open to the public on 10/24 as a fund raiser for Kiwanis for a \$5 per person or \$10 per family fee. In 2025 over 2040 people visited the exhibits, mostly during the field trips. 27 schools from Pocatello, Chubbuck, Blackfoot, Rockland, Fort Hall, Idaho Falls, Downey, Malad, and Aberdeen participated. The number of days requested for set up, field trips, the public day, and pack up are the same as in 2024 and 2025.

SPECIAL SET UP INSTRUCTIONS:

Access to the building for set up will be needed at all times for the days listed. Additional tables and furnishings will be borrowed from ISU. The heavier cattle panels are preferred for the twelve 12-foot-long requested panels, as opposed to the lighter horse panels.

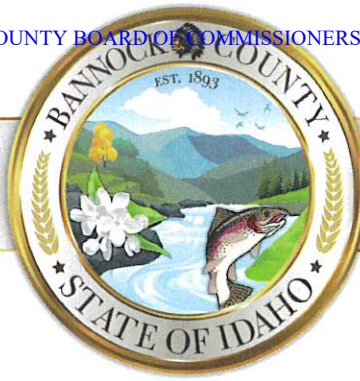
NOTES/DRAWINGS:

BCEC	Arena 3	\$75	\$150	Half/Full Day		
BCEC	Arena 1 or 2 Lights	\$25/Hour		Per Arena/Per Hour		
BCEC	Building B (Concrete Floor/Heated)	\$25	\$250	Hour/Full Day	31 days	\$7750
BCEC	Tack/Hay Room	\$20		Per Day	<i>Request Fee waiver</i>	
BCEC	Horse Stalls	\$20		Per Day		
BCEC	Horse Stall w/Run	\$30		Per Day		
BCEC	Stall Bedding (Sawdust)	\$10		Per Bag		
BCEC	Walker Pad	\$15		Per Day		
BCEC	Cattle Panel (Setup Labor Additional \$)	\$5		Per Panel/Per Day	12 panels for 31 days	\$1860
RV	Full Hookups (Water, Electricity, Sewer)	\$45		Per Day		
RV	Partial Hookups (Water & Electricity)	\$35		Per Day		
RV	Dry Camping	\$25		Per Day		
Labor	Additional Labor Per Person/Per Hour	\$25		Per Hour		
EQUIP	Water Truck w/Operator	\$100		Per Hour		
EQUIP	PA Systems	\$10		Per Hour		
EQUIP	Operator w/Equipment (Tractor, Backhoe, Skld Steer)	\$75		Per Hour		
EQUIP	Operator w/Motor Grader (Special Circumstances)	\$100		Per Hour		
EQUIP	Tractor, No Operator	\$50		Per Hour		
VENDOR	Vendor Admission Fee (Inspection, Permit, Admin)	\$200	\$300	Per Day Non-Food/Per Day		

ELECTRIC	Ground Rod Kit (If Needed for Generator)	\$50	Per Kit		
AMP	Amphitheater 60x25x30 (9,000 capacity)				
ITEMS TO BE NEGOTIATED BY CONTACT ONLY					
BCEC	Upper Arena & Grandstands (Seats 3,500)				
BCEC	Race Track				
BCEC	Elk Stage & Grass Area				
BCEC	Upper Office Spaces (3 Available)				
BCEC	Livestock Holding Pens				

BANNOCK COUNTY COMMISSIONERS

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



ERNIE MOSER
 Commissioner
 1st District

JEFF HOUGH
 Commissioner
 2nd District

KEN BULLOCK
 Commissioner
 3rd District

Business Meeting Agenda Request Form

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

Requestor Name:

Teri Jones

Department:

Event Center

Requestor Email:

tjones@bannockcounty.us

Item(s) to be considered:

H208 Excursions: Independent Contractor Agreement

Date of meeting being requested:

04/23/2026

Time requested:

5 Minutes

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

Agreement

Contract/Agreement Begin Date:

05/01/2026

Contract/Agreement End Date:

10/01/2026

List of additional attendees:

Scott Crowther, Chaney Nielson,

Independent Contractor Agreement

AGREEMENT made between BANNOCK COUNTY (*Governmental Entity*), a political subdivision of the state of Idaho, (herein "*ENTITY*") and Daniel Silva owner of H2o8 Excursions LLC (herein "*CONTRACTOR*").

THE PARTIES AGREE AS FOLLOWS:

1. **CONTRACT:** *ENTITY* hereby employs *CONTRACTOR* as an independent contractor to complete and perform the following work:

Place a self-service kayak, paddle board, and chair kiosk in the Wellness Complex

Pay vendor fee to *ENTITY* of Ninety (\$90) per month starting May 1, 2026, with the last payment due September 1, 2026. Equipment removed from the property no later than October 1, 2026.

Provide *ENTITY* with 3% of total sales at the end of the season, due on or before the 10th of each month.

2. **TIME OF PERFORMANCE AND TERMINATION:** Parties agree that *CONTRACTOR* shall install equipment for public use in May 2026, weather permitting, and remove equipment on or before October 1, 2026.

3. **COMPENSATION:** As compensation for services rendered, *ENTITY* agrees to provide *CONTRACTOR* with:

Designated area on the beach

4. **INDEPENDENT CONTRACTOR:** The parties agree that *CONTRACTOR* is the independent contractor of *ENTITY* and in no way an employee or agent of *ENTITY* and is not entitled to workers compensation or any benefit of employment with the *ENTITY*. *ENTITY* shall have no control over the performance of this Agreement by *CONTRACTOR* or its employees, except to specify the time and place of performance, and the results to be achieved. *ENTITY* shall have no responsibility for security or protection of *CONTRACTOR'S* supplies or equipment. *CONTRACTOR* agrees to pay and be responsible for all taxes due from the compensation received under this contract.

5. **WARRANTY:** *CONTRACTOR* warrants that all materials and goods supplied under this Agreement shall be of good merchantable quality and that all services will be performed in a good workmanlike manner. *CONTRACTOR* acknowledges that it will be liable for any breach of this warranty.

6. **INDEMNIFICATION:** *CONTRACTOR* agrees to indemnify, defend, and hold harmless *ENTITY*, and its officers, agents and employees, from and against any and all claims, losses, actions, or judgments for damages or injury to persons or property arising out of or in connection with the acts and/or any performances or activities of *CONTRACTOR*, *CONTRACTOR'S* agents, employees, or representatives under this Agreement.

7. **COMPLIANCE WITH LAWS:** *CONTRACTOR* agrees to comply with all federal, state, city, and local laws, rules and regulations.

Independent Contractor Agreement

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

9. **ATTORNEY FEES:** Reasonable attorney fees shall be awarded to the prevailing party in any action to enforce this Agreement or to declare forfeiture or termination of this Agreement.

DATED this 23rd day of April, 2026.

ENTITY:

Bannock County
(Governmental Entity)

By _____

Its Commissioner, Chairman

CONTRACTOR:

By _____
(Name)

Its Owner
(Title or Office)

ATTEST:

Clerk of

Bannock County
(County, City or other Governmental Entity)

Form and content approved by _____ as attorney for Bannock County
(Governmental Entity).

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



ERNIE MOSER
Commissioner
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Business Meeting Agenda Request Form

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Requestor Name:

Scott Crowther

Department:

Event Center/Wellness Complex

Requestor Email:

scottc@bannockcounty.gov

Item(s) to be considered:

Seeking to discuss water at the Wellness Complex

Date of meeting being requested:

04/²³~~16~~/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:

Kristi Davenport

From: Scott Crowther
Sent: Thursday, April 9, 2026 3:54 PM
To: Kristi Davenport
Subject: Fwd: Annexation Information
Attachments: 2026 annual meeting.docx; AFA Self Reporting Letter July 2025 (1).docx; Annexation Petition.docx; Bannock County Non-Member Mitigation Contract.docx; District Water Policy Letter 2026.doc; Tutorial for using the Water Reporting app.docx

Begin forwarded message:

From: The American Falls Aberdeen GWD <americanfalls.aberdeen.gwd@gmail.com>
Date: April 9, 2026 at 3:33:48 PM MDT
To: Scott Crowther <scottc@bannockcounty.gov>
Subject: Annexation Information

Scott, I am sending you the following documents:

Annexation Petition
 Non Member Mitigation Petition
 Self-reporting documents
 District Water Policy
 Annual membership meeting invitation

Let me know if you have any questions.

Here is what you owe, based on your water rights and cfs.

Name	Water Right	CFS	2026 Priority Date	
Bannock County			\$1,094.09	
	29-7329	0.82	\$897.15	05/12/76
	29-7972	0.48	\$525.16	05/05/90
	29-13466	0.55	\$601.75	1/14/2003
	Total	1.85	\$2,024.07	

American Falls Aberdeen Ground Water District

April 06, 2026

Dear Water User:

As a result of the water supply conditions and the status of the District's implementation of the 2024 Stipulated Mitigation Plan ("2024 Plan"), we write today to inform you of changes to the District's Pumping Reduction Program policies that we, the Board of Directors ("Board"), approved at a March 25, 2026 special meeting.

The District's Pumping Reduction Program ("Program") entails several components, including an allocation policy, a savings policy, and an enforcement policy. Historically, the District has allocated pumping limits to members through a tiered system based on water right priority but set a maximum pumping reduction of 22% from baseline; has allowed members to carry over unused pumping allocations (or "savings") indefinitely; and has not enforced non-compliance, by imposing penalties, until a member carries an overage for four consecutive years.

Because of recent and ongoing dry conditions in the Upper Snake River Basin, the District is in a precarious position. There will be little to no surface water available to recharge in 2026. District pumping in 2025 exceeded the annual average limit imposed by the 2024 Plan and negated most of the excess conservation the District achieved, largely by recharging, in 2024. The District is still on pace to comply with the conservation obligation under the 2024 Plan from 2024-2027, but there is little cushion for 2026-2027.

Between the significant amount of savings in members' accounts, the ability for members to rectify overages with historical savings, and non-enforcement until a member is in stage four of non-compliance, the District will likely struggle to satisfy the conservation obligation under the 2024 Plan in 2026-2027 in the absence of Program policy changes. The Board must take action to prevent members that are in compliance with the District from becoming subject to curtailment because the Program failed to ensure the District as a whole is in compliance with the 2024 Plan. Accordingly, the Board approved the following changes:

1. **Allocation Policy.** The 22% maximum reduction cap is eliminated. The District will now require members to operate in accordance with their pumping allocation even if that means they must reduce their pumping relative to the baseline by greater than 22%.

This will reduce pumping allocations District-wide by roughly 5,300 AF annually, which will help the District meet its conservation obligation under the 2024 Plan. The pumping allocations within each tier remain unchanged.

2. **Savings Policy.** The indefinite carryover of savings is eliminated. The District will now limit its evaluation of savings (and overages) to each four-year compliance period under the 2024 Plan (i.e., from 2024-2027), subject to the following:
- Members must rectify all pre-2024 overages by July 1, 2026. Members may do so by acquiring pre-2024 savings from other members using a District transfer form. The District will charge members a \$100/AF assessment for any remaining pre-2024 overages.
 - Members may use their own pre-2024 savings to rectify their own 2024-2025 overages. Any members electing to do so must inform the District by July 1, 2026. The District will compensate members for remaining pre-2024 savings based on the following pay structure:

Year	2016	2017	2018	2019	2020	2021	2022	2023
AF Value:	<u>\$0.00</u>	<u>\$2.80</u>	<u>\$4.00</u>	<u>\$5.20</u>	<u>\$6.40</u>	<u>\$7.60</u>	<u>\$8.80</u>	<u>\$10.00</u>

We expect roughly 182,000 AF of pre-2024 savings will remain after July 1, 2026, and the District will pay out roughly \$1,000,000 to members with pre-2024 savings.

3. **Enforcement Policy.** Multi-stage enforcement is eliminated. The District will now evaluate compliance based on a member's account balance within a compliance period. Members must rectify overages before the end of the period (i.e., the end of the 2027 irrigation season) by acquiring savings from other members using a District transfer form, securing their own water for recharge, or paying 125% of what the District pays (\$100/AF minimum) to secure water for recharge.¹ Members in non-compliance at the end of the period will be reported to IDWR and will cease to be protected from curtailment by the 2024 Plan or any other mitigation plan the District has in place.

These decisions were not taken lightly. We know that they have real impacts on your farming operations and livelihoods. We believe these modifications are the fairest possible way to meet a pressing need: ensuring the District complies with the 2024 Plan and protects its compliant members from curtailment due to the Surface Water Coalition delivery call. We also believe it fairly compensates members who historical conservation efforts under the prior mitigation plan (the "2016 Plan") benefited the District and protected the membership from curtailment.

We thank you in advance for your understanding and cooperation as we navigate these difficult conditions. We invite you to learn more about the details of these Program policy changes, and ask any questions you may have, at the annual meeting the District is holding at 6:00 pm on April 21, 2026, at the Aberdeen High School Auditorium.

Sincerely,
Board of Directors, American Falls-Aberdeen Ground Water District

¹ The District is not obligated to secure water for the non-compliant member but may do so if water is available.

Aberdeen - American Falls Ground Water District

2026 Annual Meeting

April 21st, 2026 – 6:00 p.m.

Aberdeen High School Fine Arts Building

Welcome & Introduction

Water Issues

Water Reporting App

Use/Tiers/Reduction Information

Non-Compliance Policy

SWC Agreement

Question & Answer

Adjournment

ABERDEEN AMERICAN FALLS GROUND WATER DISTRICT

505 N Oregon Trail,
American Falls, ID 83211
Phone: (208) 226-5914

Dear Irrigator,

On November 15th, 2024 the Aberdeen American Falls Ground Water District, together with the other members of IGWA signed a new settlement agreement with the Surface Water Coalition that replaces the 2015 settlement agreement. As part of this new agreement, the district is now required to report monthly usage from all irrigation diversions. The district initiated a self-reporting requirement in June of this season with a \$50 per diversion penalty for every month a reading is not reported. This penalty is to cover the cost of having the district consultants collect those readings that are not submitted.

Meter readings are required to be reported by the 7th day of each month. Water Well Consultants will do the May and November readings but you will be required to submit meter readings for June through October. If they do not receive your monthly readings they will have to do the reading for you and you will receive an invoice for \$50 per diversion. Most of our members did a good job of reporting their readings but there were still a lot of meters that had to be read by Water Well Consultants. They billed us for those readings and we have already paid for them. You will be receiving a bill for the September and October readings as well as any delinquent meter billings. Please pay as soon as you receive your billing.

We have created a well map and reporting survey that will allow you to quickly and easily record your well usage each month. In any web browser simply navigate to www.waterwellconsultants.com/ then from the top banner click on "Districts" and select the "American Falls/Aberdeen Ground Water District". This is where you can find the self-reporting survey and map. This is the preferred method of submission, but the district consultants will also accept readings via email, text, or phone call.

We are grateful for your participation and hard work in meeting our obligations.

Sincerely,

Aberdeen American Falls Ground Water District Board of Directors

Nephi Shurtliff – 208-650-3833; nephi@waterwellconsultants.com

Jaxon Higgs – 208-604-1281; jaxon@waterwellconsultants.com

This is a tutorial to help you in using the **Water Reporting app**.

From Your Computer

Go to www.waterwellconsultants.com

Click the down arrow on **Districts** at the top of the page. Select **American Falls/Aberdeen**.

In order to comply with the settlement agreement signed in November 2024, the district is requiring self-reporting of flowmeter readings for the 2025 season. The links below will take you to the tool created to aid in your reporting. The map link will allow you to locate your wells and submit readings. If you already know the WMIS numbers of your wells, you can use the survey link.

Map Link: [Aberdeen-American Falls Well Location Map](#)

Aberdeen-American Falls GWD Reporting page

1. Yellow dots show location for all the wells. Zoom in on your well and when you select it, it will automatically input the data for the well = WMIS number and serial number
2. White reporting box in the bottom left-hand of page
 - a. Place for WMIS number
 - b. Meter Serial #
 - c. Reading
 - d. Volume units – not needed
 - e. Multiplier – not needed
 - f. Notes
 - g. Photo
 - h. Date/Time
 - i. Location = Latitude & Longitude – not needed
3. Once you fill in information, click SUBMIT
4. Click on the refresh arrow at the top to add another record

Survey Link: [Aberdeen-American Falls Survey](#)

1. The Survey Link is a short-cut to the reporting box
 - a. WMIS number
 - b. Meter Serial #
 - c. Reading
 - a. Volume units – not needed
 - b. Multiplier – not needed
 - c. Notes
 - d. Photo – you can take a picture and upload it to the box
 - e. Date/Time
 - f. Location = Latitude & Longitude – not needed
 - d. Once you fill in information, click SUBMIT

- e. Click on the refresh arrow at the top to add another record

From Your Cell Phone

Go to www.waterwellconsultants.com

Click the three lines at the top right of the page. Select American Falls/Aberdeen.

Map Link: [Aberdeen-American Falls Well Location Map](#)

Aberdeen-American Falls GWD Reporting page

1. Yellow dots show location for all the wells. Zoom in on your well and when you select it, it will automatically input the data for the well = WMIS number and serial number
2. White reporting box in the bottom left-hand of page
 - a. Place for WMIS number
 - b. Meter Serial #
 - c. Reading
 - d. Volume units – not needed
 - e. Multiplier – not needed
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Survey Link: [Aberdeen-American Falls Survey](#)

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- A. WMIS number
- B. Meter Serial #
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 - d. Photo – you can take a picture and upload it to the box
 - e. Date/Time
 - f. Location = Latitude & Longitude – not needed
- D. Once you fill in information, click SUBMIT
- E. Click on the refresh arrow at the top to add another record

**CONTRACT FOR PARTICIPATION BY NON-MEMBER
IN DISTRICT SOLELY FOR MITIGATION PURPOSES
Idaho Code § 42-5259**

THIS CONTRACT is made pursuant to Idaho Code § 42-5259 between American Falls-Aberdeen Ground Water District, whose office is located at 505 N. Oregon Trail, Post Office Box 70, American Falls, Idaho 83211 (“District”) and the below-identified non-member of District (“Non-Member”).

RECITALS

WHEREAS,

A. District is an Idaho ground water district established, existing and operating pursuant to Title 42, Chapter 52, Idaho Code, with statutory authority to implement mitigation plans approved by the Idaho Department of Water Resources (hereafter “IDWR”) in connection with, and in response to, formal delivery calls by senior-priority water right holders who are determined by IDWR to be materially injured by ground water diversions by junior-priority water right holders located within District.

B. Non-Member is a ground water user according to Idaho Code § 42-5201(8) and holds ground water right no(s). 29-7972, which are potentially affected by delivery calls that have been made or may be made by senior-priority water right holders. Non-Member is not currently a member of District but desires to participate in District solely for mitigation purposes and to obtain all benefits of any mitigation plan, purpose, or activity District currently has in force or develops.

C. District has adopted and is implementing a mitigation plan (the “2024 Plan,” approved in IDWR Docket No. CM-MP-2024-003) to provide its members with protection from curtailment by IDWR through IDWR’s administration of the Surface Water Coalition delivery call (IDWR Docket No. CM-DC-2010-001).

D. Non-Member has submitted an annexation petition to District. However, there is insufficient historical pumping information associated with Non-Member’s water rights, and there is insufficient time for District to acquire said information and evaluate whether annexation of Non-Member would be in the best interests of District before the 2026 irrigation season commences.

E. Non-Member has no other feasible option to obtain protection from curtailment during the 2026 irrigation season, and District desires to assist Non-Member on an interim basis until Non-Member’s annexation petition can be properly evaluated.

AGREEMENT

THEREFORE, for and in consideration of the mutual covenants and promises set forth herein, the parties agree as follows:

1. District Findings. District finds that the 2024 Plan is likely to be effective in mitigating the effects of Non-Member’s ground water use and that including Non-Member within the 2024 Plan’s coverage, under the terms set forth below, will not impair the effectiveness of the 2024 Plan as to District members.

2. Term. This Contract shall be effective from April 1, 2026, until March 31, 2027, unless terminated earlier under Paragraphs 5 or 6.

a. This Contract does not preclude District from annexing Non-Member before March 31, 2027, and such annexation shall not terminate or otherwise alter the provisions of this Contract. This Contract does not require District to annex Non-Member at any time.

3. District Obligations. District shall perform as follows:

a. Upon execution of this Contract by all parties, District shall promptly notify IDWR of Non-Member’s participation in the 2024 Plan and shall take any and all reasonable steps necessary to ensure Non-Member is protected from curtailment for the duration of this Contract.

4. Non-Member Obligations. Non-Member shall perform as follows:

a. By May 1, 2026, Non-Member, shall pay District a total sum of \$ 525.16, which is \$1,094.09 per cfs (District’s 2026 assessment rate for mitigation-only members) multiplied by the .48 cfs that is authorized under water right no(s). 29-7972 .

b. Non-Member shall limit its pumping in accordance with the District’s tiered system, which allocates water as follows:

Water Right Priority Date	Pumping Allocation
01/1927–07/1961	2.00 AF/acre
08/1961–02/1977	1.70 AF/acre
03/1977–06/2001	1.58 AF/acre

Accordingly, based on a priority date(s) of 05-05-1990 (1.58 AF) , and 19.70 authorized acres, Non-Member shall not pump more than 31.13 AF in 2026.

c. Non-Member shall measure and report its pumping to District on a monthly basis beginning June 1, 2026 until the end of the 2026 irrigation season.

5. Effect of Breach by District. Any failure by District to perform the obligations set forth in Paragraph 3 shall terminate this Contract and District shall reimburse Non-Member for the payment provided under Paragraph 4.a. without interest or penalty.

6. Effect of Breach by Non-Member. Any failure by Non-Member to perform the obligations set forth in Paragraphs 4 shall terminate the Contract immediately and District shall

immediately report said termination to IDWR. Moreover, any failure by Non-Member to perform the pumping reduction obligation set forth in Paragraph 4.b. may affect the terms associated with any future annexation of Non-Member into the District. Non-Member shall not be entitled to reimbursement of the payment provided under Paragraph 4.a.

7. Indemnification. To the fullest extent permitted by law, Non-Member shall indemnify and hold District harmless from any and all claims, demands, damages, or losses suffered by Non-Member or its agent resulting from any District action or inaction, including a breach of this Contract.

NON-MEMBER

AMERICAN FALLS-ABERDEEN GWD

Name: Jeff Hough

By: _____

Signature: _____

Date: _____

Date: April 23rd, 2026

Mailing Address: 624 E. Center St., rm 101
Pocatello, ID 83201

Email: commission@bannockcounty.gov

Phone: (208) 236-7210

In The Matter Of Annexation) Petition For Annexation
Into The American Falls - Aberdeen)
Ground Water District)

State of Idaho)
) ss.

County of Power)

I Jeff Hough , Bannock County - Commissioner
(print name) (corporation name and position held, if applicable)

the Petitioner, ATTEST AS FOLLOWS:

I have ground water rights which are not currently part of the American Falls Aberdeen Ground Water District ("AAGWD"). These water rights are identified by the following water right numbers and legal description:

(Water Right number)	(Legal Description)	(Acres)	(County)
29 - 7329	See attached	41.4	Bannock
29 - 7972	" "	19.7	Bannock
29 - 13466	" "	See attached	Bannock

I request that the land and/or facilities whose legal description is contained in these water rights be annexed into AFAGWD -for the purpose marked below. I, individually or as a corporate officer, have title to said lands. I agree to pay the current year's assessment plus past assessments for two prior years at signing.

(Check one of the following, as applicable:)

- 1) I am an irrigator .
- 2) I am a nonirrigator _____. (A nonirrigator is a ground water user holding a ground water right for commercial, municipal, or industrial purposes, even if some component of the use is for irrigation or if irrigation is incidental to the commercial, municipal or industrial purpose).

(Check one, as applicable:) I elect to join AACJWD

- a) as a full member ;
- b) solely for the purpose of participating in mitigation activities of the AFAGWD _____.

SIGNATURE OF PETITIONER: _____

SUBSCRIBED AND SWORN to before me this _____ day of _____, of 2026.

Notary Public in and for the State of Idaho Residing
at: _____
My Commission Expires: _____

Water Right Report : 29-7329(Decreed/Active)**Water Right Owners**

Owner Type	Name	Address	City	State	Postal Code
Current Owner	BANNOCK COUNTY	624 E CENTER ST ROOM 101	POCATELLO	ID	83201

Water Right Status

Priority Date : 5/12/1976
 Basis : Decreed
 Status : Active

Water Source

Source	Source Qualifier	Tributary	Tributary Qualifier
GROUND WATER			

Points Of Diversion (Location)

Source	Township	Range	Section	Govt. Lot	QQQ	QQ	Q	County	Diversion Type
GROUND WATER	06S	34E	12	5				SW NW BANNOCK	

Water Uses

Beneficial Use	From	To	Diversion Rate	Volume
IRRIGATION	4/01	10/31	0.82 CFS	143.50 AFA
TOTAL			0.82 CFS	143.50 AFA

Places of Use

Printable View

Paged View

Place of Use Legal Description : IRRIGATION (BANNOCK county)

Township	Range	Section	Lot	QQQ	QQ	Q	Acres
06S	34E	12	3		NE	NW	25.0
06S	34E	12	4		NW	NW	17.0
06S	34E	12	6		SE	NW	9.1
06S	34E	12	11		NE	SW	7.8
06S	34E	12	12		NW	SW	2.2

Irrigation Totals

Total Acres	Acres Limit
61.10	41.40

Conditions**Code Conditions**

- X27 This right is limited to the irrigation of 41.4 acres within the authorized place of use in a single irrigation season.
- X35 Rights 29-7329 and 29-7972 when combined shall not exceed the irrigation of 61.1 acres.
- X35 Rights 29-7329, 29-7972 and 29-13466 when combined shall not exceed a total diversion rate of 1.85 cfs.
- 01M After specific notification by the Department, the right holder shall install a suitable measuring device or shall enter into an agreement with the Department to use power records to determine the amount of water diverted and shall annually report the information to the Department.
- R64 This right when combined with all other rights shall provide no more than 0.02 cfs per acre nor more than 4.0 afa per acre at the field headgate for irrigation of the place of use.
- T07 The right holder shall accomplish the change authorized by this transfer within one year of the date of this approval.
- T08 Failure of the right holder to comply with the conditions of this transfer is cause for the Director to rescind approval of the transfer.
- T19 Pursuant to Section 42-1412(6), Idaho Code, this water right is subject to such general provisions necessary for the definition of the rights or for the efficient administration of water rights as determined by the Snake River Basin Adjudication court in the final unified decree entered 08/26/2014.

Water Right Report : 29-7972(License/Active)

Water Right Owners

Owner Type	Name	Address	City	State	Postal Code
Current Owner	BANNOCK COUNTY	624 E CENTER ST ROOM 101	POCATELLO	ID	83201

Water Right Status

Priority Date : 5/5/1990
 Basis : License
 Status : Active

Water Source

Source	Source Qualifier	Tributary	Tributary Qualifier
GROUND WATER			

Points Of Diversion (Location)

Source	Township	Range	Section	Govt. Lot	QQQ	QQ	Q	County	Diversion Type
GROUND WATER	06S	34E	12	5				SW NW BANNOCK	

Water Uses

Beneficial Use	From	To	Diversion Rate	Volume
IRRIGATION	4/01	10/31	0.39 CFS	78.80 AFA
RECREATION STORAGE	1 /1	12/31		11.20 AFA
DIVERSION TO STORAGE	1 /1	12/31	0.09 CFS	
TOTAL			0.48 CFS	90.00 AFA

Places of Use

[Printable View](#) [Paged View](#)

Place of Use Legal Description : IRRIGATION (BANNOCK county)

Township	Range	Section	Lot	QQQ	QQ	Q	Acres
06S	34E	12	3		NE	NW	25.0
06S	34E	12	4		NW	NW	17.0
06S	34E	12	6		SE	NW	9.1
06S	34E	12	11		NE	SW	7.8
06S	34E	12	12		NW	SW	2.2

Place of Use Legal Description : RECREATION STORAGE (BANNOCK county)

Township	Range	Section	Lot	QQQ	QQ	Q	Acres
06S	34E	12	4			NW NW	

Irrigation Totals

Total Acres	Acres Limit
61.10	19.70

Conditions

Code Conditions

- X27 This right is limited to the irrigation of 19.7 acres within the authorized place of use in a single irrigation season.
- X35 Rights 29-7329 and 29-7972 when combined shall not exceed the irrigation of 61.1 acres.
- X35 Rights 29-7329, 29-7972 and 29-13466 when combined shall not exceed a total diversion rate of 1.85 cfs.
- 219 Right 29-7972 authorizes the diversion of an annual total of 11.2 acre-feet to be used for the replacement of losses caused by evaporation from the recreation pond.
- 220 The pond established by the storage of water under this right shall not exceed a total capacity of 14.2 acre-feet or a total surface area of 5.3 acres.

Water Right Report : 29-13466(License/Active)

Water Right Owners

Owner Type	Name	Address	City	State	Postal Code
Current Owner	COUNTY OF BANNOCK	FAIRGROUNDS 624 E CENTER ST STE 101	POCATELLO	ID	83201-6274

Water Right Status

Priority Date : 1/14/2003
 Basis : License
 Status : Active

Water Source

Source	Source Qualifier	Tributary	Tributary Qualifier
GROUND WATER			

Points Of Diversion (Location)

Source	Township	Range	Section	Govt. Lot	QQQ	QQ	Q	County	Diversion Type
GROUND WATER	06S	34E	12	5				SW NW BANNOCK	

Water Uses

Beneficial Use	From	To	Diversion Rate	Volume
COMMERCIAL	01/01	12/31	1.78 CFS	20.00 AFA
TOTAL			1.78 CFS	20.00 AFA

Places of Use

[Printable View](#) [Paged View](#)

Place of Use Legal Description : COMMERCIAL (BANNOCK county)

Township	Range	Section	Lot	QQQ	QQ	Q	Acres
06S	34E	12	5			SW NW	
06S	34E	12	6			SE NW	
06S	34E	12	11			NE SW	
06S	34E	12	12			NW SW	

Conditions

Code Conditions

- X35 Rights 29-7329, 29-7972 and 29-13466 when combined shall not exceed a total diversion rate of 1.85 cfs.
- 01M After specific notification by the Department, the right holder shall install a suitable measuring device or shall enter into an agreement with the Department to determine the amount of water diverted from power records and shall annually report the information to the Department.
 The Commercial use is for dust control at the Bannock County Fairgrounds for arenas, track, and excavation projects.

Dates

Licensed Date : 8/28/2012
 Decreed Date :
 Permit Proof Due Date : 6/1/2003
 Permit Proof Made Date : 6/30/2003
 Permit Approved Date : 1/31/2003
 Permit Moratorium Expiration Date :
 Enlargment Use Priority Date :
 Enlargement Statute Priority Date :
 Application Received Date: 12/17/2002
 Protest Deadline Date: 1/21/2003

Other Information

State or Federal :
 Water District Number : 129
 Generic Max Rate Per Acre : 0
 Generic Max Volume Per Acre : 0
 Civil Case Number :
 Decree Plaintiff :
 Decree Defendant :
 Swan Falls Trust or Nontrust :
 Swan Falls Dismissed :
 DLE Act Number :
 Cary Act Number :

BANNOCK COUNTY COMMISSIONERS

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



ERNIE MOSER
Commissioner
1st District

JEFF HOUGH
Commissioner
2nd District

KEN BULLOCK
Commissioner
3rd District

AGENDA REQUEST FORM

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

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

Name/Department:

Shanda Crystal/Procurement

Item to be considered/background:

To discuss a procurement update.

How much time will be needed? Meeting date requested:

5 minutes

4/23/26

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:

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

Commissioner Office Only:

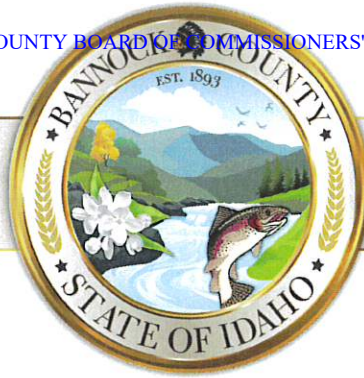
Date: 4/23/26 Time: _____

4/23/2026		Bids in progress	Active Bids	Closed Bids	Projects in progress	Projects Completed
		6	1	10	0	10
Active	Department	Description	Budget Allocated	Status Update	Procurement Metrics	
In Progress	Event Center	Tractor	123,000	4/7 drafting a contract use form		
In Progress	Road & Bridge	Hot Mix Asphalt		4/24 Reviewing piggyback options		
In Progress	Road & Bridge	Road Oil	750,000	3/10 sent to legal for review; 2/26 Contract Use sent to dept for review; 1/27 Reviewing piggyback options		
In Progress	Road & Bridge	On-Call Guardrails		4/22 draft to dept to review		
In Progress	Noxious Weed	Noxious Weed Chemicals	170,000	2/23 Contract Use sent to legal for review; 2/3 drafting State of Idaho piggyback		
In Progress	Road & Bridge	Magnesium Chloride	200,000	2/26 Contract Use sent to legal for review; 1/27 Reviewing piggyback options		
Yes	Road & Bridge	Road Paint & Labor	200,000	4/16 questions due; 4/7 ITB published		
No	Sheriff	Whole Body Security Scanner	100,500	3/31 approved GSA contract with Tek84		
No	Facilities	Replace Courthouse Parking Lot	175,000	2/26 BOCC signed Equalis contract through PaveConnect		
No	Road & Bridge	Storage Building	600,000	3/16 cancelled solicitation		
No	Emergency Management	Lava Ranches Fuels Reducation Phase II	151,500	4/16 BOCC awarded to Retroscape, LLC		

* Project in progress

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Business Meeting Agenda Request Form

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Requestor Name:

Dillon Evans

Department:

Landfill

Requestor Email:

dillone@bannockcounty.gov

Item(s) to be considered:

Providing a monthly landfill update

Date of meeting being requested:

04/23/2026

Time requested:

5 Minutes

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

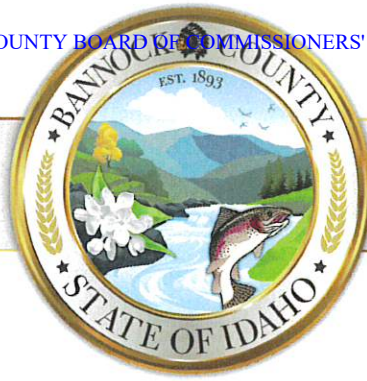
No

Contract/Agreement Begin Date:

Contract/Agreement End Date:

List of additional attendees:

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Requestor Name:

Kristi Davenport

Department:

Commission

Requestor Email:

dav@bannockcounty.gov

Item(s) to be considered:

Discussion pertaining to decision on plan moving forward for contributions in FY27.

Date of meeting being requested:

04/23/2026

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:

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Requestor Name:

Hal Jensen

Department:

Planning & Development

Requestor Email:

halj@bannockcounty.gov

Item(s) to be considered:

Review, approval and signature of commission approval for connection of water line by developer McCormick Ranches at Fairgrounds Road.

Date of meeting being requested:

04/21/2026

Time requested:

5 Minutes

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

Agreement

Contract/Agreement Begin Date:

04/21/2026

Contract/Agreement End Date:

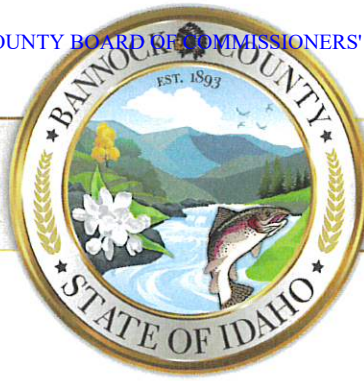
10/30/2026

List of additional attendees:

Merrill Quayle

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Requestor Name:

Hal Jensen

Department:

Planning & Development

Requestor Email:

halj@bannockcounty.gov

Item(s) to be considered:

Request executive session to discuss exceptional hire for the Code Enforcement position. The pay scale is a grade 9, I would like to offer a start rate at level 3 due to extensive background and experience in code enforcement of the candidate. I have discussed my A budget with Kristi Klauser and she has verified the additional budget is available.

Date of meeting being requested:

04/23/2026

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:

Matthew Phillips, HR Director