



## BANNOCK COUNTY COMMISSIONERS' – MEETING

### Commissioners' Agenda

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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.

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### **Tuesday, May 12, 2026**

#### **9:00 AM Business Meeting (action items)**

#### **Agenda:**

- Indigent Business may require an Executive Session pursuant to Idaho Code §74-206(1)(d) to consider records exempt from public disclosure (action item)
- Discussion about fire conditions for 2026 and potential signature on Resolution No. 2026-35 Bannock County Burn Ban on Open Fires (requested 5 minutes) (action item)
- **(AMENDED to include)** Discussion about Drought Declaration with potential signature on Resolution 2026-34 Declaration of Drought Emergency (action item)
- Jamie Pehrson, Fairgrounds, seeking approval for a contract requesting waived fees for the Idaho Supreme Court – Sixth District Court Administration (requested 5 minutes) (action item)
- Charity Staggs, SICOG, requesting approval of and signature on contract for Cottonwood Valley Restoration Project Phase 3 (requested 5 minutes) (action item)
- Scott Crowther, Event Center/Wellness Complex, requesting signature on contract requesting a fee waiver with New Horizon High School (requested 5 minutes) (action item)
- Jason Dixon, Clerk, informing the Commission about Juror Appreciation Week – May 11 through 15, 2026
- Ratify Memo for Leave without Pay (action item)
- Ratify signature Manual Checks for beer purchase for horse races (action item)

**RESOLUTIONS AND ORDINANCES (action items):**

- Resolution No. 2026-28 Approving Tax Cancellation Requests
- Resolution No. 2026-29 Approving April 2026 Salaries
- Resolution No. 2026-30 Authorizing the Delegation of Authority to the Risk Management Director to Bind Insurance Policies as Needed
- Resolution No. 2026-31 Authorizing the Destruction of Records
- Resolution No. 2026-32 Approving April 2026 Alcohol Licenses
- Resolution No. 2026-33 Authorization and Order to Reallocate Funds
- Resolution No. 2026-34 Declaration of Drought Emergency

**LETTERS AND NOTICES (action items):****SIGNATURE ONLY (action items):**

- Signature on Property Tax Exemption Approval/Denial Letters
- Commissioners' Proceedings – April 2026

**CONSENT AGENDA (action items):**

- Manual Checks
- Alcohol Licenses and Catering Permits
- Certificate of Residency Approval
- Personnel Actions with potential Executive Session under Idaho Code §§ 74-206(1)(a),(b)&(d) for personnel actions or personnel records exempt from disclosure with potential action following adjournment of Executive Session
- Mileage and Travel Approvals
- Minutes: Approval of and signature on certification for meeting minutes for April 23, 28, and 30, 2026



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

**ERNIE MOSER**  
 Commissioner  
 1st District

**JEFF HOUGH**  
 Commissioner  
 2nd District

**KEN BULLOCK**  
 Commissioner  
 3rd District

## Business Meeting Agenda Request Form

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

Requestor Name: Emma Iannacone  
 Department: Emergency Management / PIO  
 Requestor Email: emmai@bannockcounty.gov

Item(s) to be considered:  
 Discuss fire conditions for 2026 and potential resolution enacting a burn ban June 1, 2026 - Oct 1, 2026

Date of meeting being requested: 05/12/2026  
 Time requested: 5 Minutes

Does the request involve a contract, agreement, external funding, or award acceptance?  
 No

Action Required: Decision  
 Legal/Policy Compliance Reviewed: No

Financial Impact:  
 None

Contract/Agreement Begin Date: Contract/Agreement End Date:

List of additional attendees:  
 Dean Bullock (PFD) , Karen Trumbull (Bannock County), Karen Erinelzinga (Caribou-Targhee National F

In the Matter of BANNOCK COUNTY )  
BURN BAN ON OPEN FIRES )

R.S. No. 2026-35  
May 12, 2026

**RESOLUTION**

WHEREAS, drought-like conditions are being experienced state-wide, as reflected in the Order Declaring Drought Emergency signed April 13, 2026, signed by the Governor and the Director of the Department of Water Resources, and Bannock County Resolution 2026-34, which will lead to increased fire danger and fast fire growth; and

WHEREAS, the Board of County Commissioners of Bannock County, Idaho, are granted authority under Bannock County Ordinance 1992-2 to prohibit open fires in any unincorporated areas that constitute a severe fire threat based on the vegetative conditions during the fire season; and

WHEREAS, Idaho Code §39-2609(4) prohibits fireworks in any area that constitutes a severe fire threat based on vegetative conditions during the current fire season as determined by the county commission or authority having jurisdiction; and

WHEREAS, under Idaho Code §31-2227, the Bannock County Sheriff has the primary responsibility of enforcing all penal statues of the State of Idaho;

NOW, THEREFORE, BE IT RESOLVED that effective June 1, 2026, a ban on certain types of fires is hereby declared for all unincorporated areas of Bannock County.

No open burning or fireworks are allowed within the Wildland-Urban Interface Areas of Bannock County because of anticipated fire danger. The use of commercial gas fire pits and appliances designed for food prep, such as gas grills and/or charcoal briquettes, are exempted from the ban when used according to the manufacturer’s instructions.

Campfires and recreational fires are allowed in developed campgrounds and private property with the limitations that any fire is contained within a pit or ring not to exceed three feet in diameter and located at least 25 feet from structures or ignitable objects and the flames should not exceed three feet in height and should be screened to eliminate airborne embers.

Only non-aerial fireworks are allowed in non-wildland urban interface areas. Per Idaho State Code, no aerial fireworks are allowed anywhere except for approved professional fireworks displays.

The ban will remain in place until October 1, 2026, or until conditions allow it to be lifted.

Citizens are encouraged to check with individual fire districts, Bureau of Land Management, or the United States Forest Service regarding any restrictions in their respective jurisdictions.

BOARD OF BANNOCK COUNTY COMMISSIONERS

\_\_\_\_\_  
Jeff Hough, Chairman

\_\_\_\_\_  
Ernie Moser, Member

\_\_\_\_\_  
Ken Bullock, Member

ATTEST: \_\_\_\_\_  
Jason C. Dixon, Clerk



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

ERNE MOSER  
 Commissioner  
 1st District

JEFF HOUGH  
 Commissioner  
 2nd District

JOHN CROWDER  
 Commissioner  
 3rd District

## WORK SESSION REQUEST FORM

Work Sessions are held on Thursdays at 9:15 a.m., unless otherwise noticed.

Email this completed form and any supporting documents to [agendarequest@bannockcounty.us](mailto:agendarequest@bannockcounty.us) by noon on Monday prior to the scheduled meeting.

Name/Department:

Fairgrounds

Concern/issue/question:

Seeking approval of Idaho Supreme Court-South District Court Administration contract for use of Exhibit Building with waived fees

Suggested solution?

How much time will be needed for this issue?

5 minutes

What meeting date is requested?

5/12/26

List of attendees:

Scott Crowther, Jamie Pehrson, D'Lyn Moser-Evans, Alex Hauser, Lacy Parker

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

Commissioner Office Only:

Date: 5/12/26 Time: \_\_\_\_\_



Mailing Address: PO Box 231, Downey Idaho 83234
Email: jpehrson@bannockcounty.gov Phone: 208-406-9654

FAIRGROUNDS RENTAL CONTRACT—DOWNEY IDAHO

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 following 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.

RENTER INFORMATION

- Company/Organization Name: (event host) Idaho Supreme Court-Sixth District Court Administration
Contact Name: (who will sign the contract) Lacy Parker Title: Deputy Court Administrator
Mailing Address: 624 E. Center St. Bannock County Courthouse Room 307
City: Pocatello State: ID Zip Code: 83201
Daytime Phone: 208-236-7017 Evening Phone: Email: lparker@idcourts.gov

EVENT INFORMATION

- Event Name: Sixth District Court-Court Assistance Officer Training Area Requested Downey Event Exhibit Hall
Event Description: Combined Sixth District Elected Clerks and Court Assistance Officer Training and Meeting w/ Court Admin
Event Date(s): Th June 18, 2026 Estimated Number of Attendees: 15
Event Start Time: 11:30 Event End Time: 2:00ish
Additional Set- Up or Tear Down Days (if needed):
Paid Admission Event: YES NO X cost Event Open to the Public: YES NO X
Will Alcohol Be Served/Consumed? YES NO X (if yes, county permit (\$20) must be provided and present at event)

THE COUNTY SHALL:

Permit the Applicant to display, demonstrate, sell, solicit or operate their business within the limits of their leased space and during the rental period.
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 as a result of 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, the menu must not compete with the menu offered by Bannock County. The term "compete" is to be defined by the Bannock County Board of Commissioners in their discretion.

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 floors.
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, and pursuant to the lien provisions contained in this contract.
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.
Comply fully with all laws and ordinances of the Downey Fire District.
Agrees to furnish security at its own expense as is deemed necessary for protection of valuable displays and building during the event day and night.
"Before the application for rental can be approved, the applicant 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. If applicable, the renting 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 entity vehicles who will be participating at the event or used at the location. Any event that is approved for alcohol use for the group or entity will also provide a certificate of insurance for Liquor Liability policy coverage in the amounts of at least \$1,000,000 per occurrence and \$2,000,000 in aggregate coverage."
Bannock County shall not provide security services. If Applicant desires security services to be necessary to protect any items of value during the contract term, security services shall be provided by Applicant outside the terms of this contract, but with the approval of the Bannock County Board of Commissioners.
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: please waive for court employee meeting (see attached page for fee schedule)
Please make checks payable to - Bannock County Fairgrounds. Sales tax shall be collected as per Idaho State Tax Commission rules.

Bannock County Fair Board /Commissioners

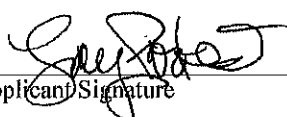
Date Date

Date

- 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 Board of 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. 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. In circumstances where Applicant leaves the rented space or facility in such a state that cleaning services in excess of a value in excess of the deposit must be used, Applicant agrees to remit payment to Bannock County for the overages. This provision shall only apply in circumstances where the leased space or facility is left by Applicant in a state that requires cleaning services that are unusual or extraordinary for the contracted use.
- 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(1). 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 to require or not to require the execution or submission of waivers does not abrogate any immunities or defenses provided by law. The County 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 supersedes 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. Should this contract be terminated by Applicant after a deposit has already been made, the County may subtract any costs incurred by the County flowing directly from its performance of its responsibilities under this contract and return the balance to the Applicant. If, in such an event, the costs of the County exceed the deposit amount, Applicant agrees to remit payment to Bannock County within thirty (30) days of contract cancellation.
- 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.
- AA. Requiring Disclosures. By signing this contract, Applicant hereby certifies it is not a person or entity currently engaged in a boycott of the state of Israel. Applicant further certifies it is not a person or entity that will engage in a boycott of Israel during the term of this contract.

4/15/26

Date


  
Applicant Signature

# FEE SCHEDULE

**STANDARD EVENTS / FEES:** Capacity of <150 and / or events with minimal to no risk, production, use of resources and / or hard costs. Fees include the venue / space, arena or room configuration, and equipment (chairs, desks, tables, stage, rodeo equipment, panes, and sound system) assigned to that space. Includes power, water and internet, of minimal use and initial area prep.

**NON STANDARD EVENTS / FEES:** Capacity of >150 and / or with a significant amount of risk, production, or use of resources and hard costs. Fees are determined by Bannock County Facilities management with consideration of additional risk, production equipment, use of resources and hard costs.

FAIRGROUNDS - DOWNEY						CHARGE
Set up days for all facilities will be charged 50% of the daily rates / Additional fees negotiable with contract for alger events						
	Description	Hourly	Daily			
Exhibit Hall	Will include walk thru and inventory before and after event	\$50	\$500			
Kitchen Area	With Exhibit Hall rental	\$25	\$250			
Conference Room	Without Exhibit Hall Rental	\$25	\$250			
Outdoor Arena/ Indoor Arena		\$25	\$250			\$
Fair grounds buildings		\$25	\$250			\$
Covered Stage Area		\$25	\$250			\$
User Fee		Up to 5 hours		5 hours and Above		
	151 to 250 people		\$250		\$500	
	250 to 499 people		\$375		\$750	
	500 people and above		\$500		\$1,000	
Cattle Panel	Per Day		\$5			
Additional Arena Work	Per Time		\$50			
Small Tractor with Operator	Per Hour		\$75			
Additional Labor	Per Hour		\$25			
Tables	Each per Day		\$5			
Chairs	Each per Day		\$1			
<b>Horse Stalls</b>			Per Night		Monthly	
	Per Stall		\$20		\$55 / \$65	
	Tack/Hay Room				\$20	
<b>Indoor Arena Passes</b>			Individual		Family	\$
	Daily-Monthly-6 Months-Annual		\$15-\$25-\$80-\$120		\$20-\$30-\$120-\$240	\$
<b>VENDOR FEES</b>						\$
Food Vendors				\$300.00 / fair week		\$
Drink only Vendors				\$200.00 / fair week		\$
Merchandise Vendors				\$100.00/ fair week		\$
Concession Stand (old Lions stand)				\$1,500.00 + propane refill / fair week		\$
Daily Vender Fee				Fee Negotiable by Contract		
Monthly Vendor Fee				\$90 per month		
<b>ELECTRICAL COSTS</b>						
Electrical inspector show up			\$65			
Electrical inspection per vendor			\$10			
Ground Rod Kit			\$45			
Administrative fee for	inspection/vendor		\$50			
<b>Portable Bleachers</b>						
10 Row—45 feet wide / seats 300	Prices include delivery up to 100 miles—over 100 miles will be charged per mile federal mileage rate		\$600.00 daily		\$2,000.00 weekly	
10 Row—30 feet wide / seats 200			\$600.00 daily		\$1,500.00 weekly	
<b>TOTAL DUE:</b>						

ADDITIONAL EVENT INFORMATION

EVENT NAME: \_\_\_\_\_

DATE: \_\_\_\_\_

TIME OF EVENT: \_\_\_\_\_

AREA: \_\_\_\_\_

ADDITIONAL EVENT DETAILS:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

SPECIAL SET UP INSTRUCTIONS:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

NOTES / DRAWINGS:



FOR COMMISSION OFFICE USE:	
DATE _____	TIME _____

## Agenda Request Form

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

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

Name/Department: SICOG/OEM

Phone/Email: 208-233-4535 x1029

Item to be considered: Cottonwood Valley Restoration Project Phase 3 - Admin contract

Informational background:

Presenting for review and signature.

1. What meeting are you requesting? 5/5/26
2. How much time will be needed for this agenda item? 5 minutes or less
3. Is Commission action requested (decision, approval, signature, or guidance)? Signature
4. Does this request involve a contract, agreement, external funding source, or award acceptance? YES
5. What is the potential financial impact of this request? 0
6. Have all supporting documents been included with this form? YES
7. Will you be using presentation software or have other presentation needs? (if YES, provide presentation with this form) NO
8. Name and contact information for others who should be invited to attend:

Charity Staggs, Karen Trumbull, Steven McArthur @ [Steven.mcarthur@sicog.org](mailto:Steven.mcarthur@sicog.org)

## GRANT ADMINISTRATION CONTRACT

This contract is entered into this 12<sup>th</sup> day of May 2026 by and between BANNOCK COUNTY, Idaho, whose address is 624 East Center Street, Room 101, Pocatello, Idaho herein referred to as the "COUNTY" and Southeast Idaho Council of Governments (SICOG), whose address is 214 East Center, Pocatello Idaho herein referred to as the "ADMINISTRATOR", Witnesseth:

WHEREAS, the COUNTY intends to apply to the Idaho Department of Lands, herein referred to as "IDL" for the receipt of grant funds for the Cottonwood Valley Restoration Phase 3 project under the Western State Fire Managers Program, herein referred to as the "PROJECT" for purposes of conducting hazard fuel treatment work on non-federal lands; and

WHEREAS, the COUNTY desires to engage the ADMINISTRATOR to render certain services related to the administration of the above described Hazard Fuel Reduction project; and

WHEREAS, to ensure effective management of the above project, it is deemed to be in the best interest of the COUNTY to enter into an agreement with the ADMINISTRATOR as hereinafter provided;

NOW, THEREFORE, the parties hereto do mutually agree as follows:

1. EMPLOYMENT OF CONTRACTOR

The COUNTY agrees to engage the ADMINISTRATOR, and the ADMINISTRATOR agrees to provide the services;

2. EMPLOYEE-EMPLOYER RELATIONSHIP

The contracting parties warrant by their signature that no employer-employee relationship is established between the ADMINISTRATOR and the COUNTY by the terms of this contract. It is understood by the parties hereto that the ADMINISTRATOR is an independent contractor and as such neither it nor its employees, if any, are employees of the COUNTY for purposes of tax, retirement system or social security (FICA) withholding.

3. CONTRACTOR'S INSURANCE

The ADMINISTRATOR warrants that it has obtained, and will maintain at its expense for the duration of this Contract, statutory worker's compensation coverage, employer's liability, and comprehensive general liability insurance coverage for its principals and employees for the services to be performed hereunder. The comprehensive general liability insurance shall have, at a minimum, a coverage limit of at least one hundred thousand dollars (\$100,000) per claim, and five hundred thousand dollars (\$500,000) aggregate.

4. LIAISON

The COUNTY's designated liaison with the ADMINISTRATOR is Wes Jones.  
The ADMINISTRATOR's designated liaison with the COUNTY is Charity Staggs.

5. EFFECTIVE DATE AND TIME OF PERFORMANCE

This Contract takes effect on February 27, 2026. The services to be performed by the ADMINISTRATOR will be completed no later than the completion of the IDL grant anticipated deadline.

6. SCOPE OF SERVICES

The ADMINISTRATOR will perform the following services;

- Assist COUNTY and ensure the procurement of a Contractor is in compliance with procurement regulations, including publication of RFP, and ad for bid.
- Review bid documents and award letter
- Complete debarred check and ensure contractors have a public license after bid award
- Process and submit time extension requests as needed.
- Acquire landowner permissions
- Communicate and coordinate with stakeholders, including landowners and funders
- Collect deliverables and develop and submit performance and financial reports while following COUNTY policies and procedures.
- Communicate with COUNTY to collect payment information and final approvals for reimbursement forms.
- Schedule and communicate with authorized grantor representative to approve final completed work.
- Audit project file, provide copy to COUNTY and maintain copy for 5 years.
- Assist with the development of project maps, and treatment prescriptions
- Coordinate with funder to perform project site visits and verifications and ensure that the treatment prescription is being followed.

It is understood and agreed by the parties that the services of the ADMINISTRATOR do not include any of the following: the disbursement or accounting of funds distributed by the COUNTY's financial officer, legal advice, fiscal audits or assistance with activities not related to the HFR project.

7. COMPENSATION

For the satisfactory completion of the services to be provided under this contract, the COUNTY will pay the ADMINISTRATOR \$75.00 per hour, not to exceed \$40,000 for administration activities.

8. **NON-APPROPRIATION:** Expenditures not appropriated by COUNTY in its current fiscal year budget are deemed to be contingent liabilities only and are subject to appropriation in subsequent fiscal year budgets. In the event no funds or insufficient funds are appropriated and budgeted in any subsequent fiscal period by COUNTY for performance under this Agreement, COUNTY shall notify the other party(ies) and this Agreement shall terminate. Payments under this agreement shall be completed to the date of notification, except that no payment shall be made or due under this Agreement beyond those amounts appropriated and budgeted by COUNTY to fund payments under this Agreement.

9. CONFLICT OF INTEREST

The ADMINISTRATOR warrants that it presently has no interest and will not acquire any interest, direct or indirect, in the PROJECT that would conflict in any manner or degree with the performance of its services hereunder. The ADMINISTRATOR further covenants that, in performing this contract, it will employ no person who has any such interest.

10. MODIFICATION AND ASSIGNABILITY OF CONTRACT

This contract contains the entire agreement between the parties, and no statements, promises or inducements made by either party or agents of either party, that are not contained in the written contract, are valid or binding. This contract may not be enlarged, modified or altered except upon written agreement signed by both parties hereto. The ADMINISTRATOR may not sub-contract or assign its rights (including the right to compensation) or duties arising hereunder without the prior written consent of the COUNTY and the Bureau of Land Management. Any sub-contractor or assignee will be bound by all of the terms and conditions of this contract.

#### 11. TERMINATION OF CONTRACT

This contract may be terminated as follows:

a. Termination due to loss of funding.

In the event that the IDL reduces or terminates payments under the PROJECT so as to prevent the COUNTY from paying the ADMINISTRATOR with PROJECT funds, the COUNTY will give the ADMINISTRATOR written notice which sets forth the effective date of the termination and explains the reasons for the termination. The notice shall also describe the conditions for any reimbursement for any work completed.

b. Termination for Convenience

The COUNTY may terminate this contract in whole, or in part, for the convenience of the COUNTY when both parties agree that the continuation of the project is not in the best interest of both parties and that further expenditure of funds will not produce any results. The parties shall agree in writing upon the conditions, effective date, and fair and reasonable payment for work completed.

c. Termination for Cause

- i. If the COUNTY determines that the ADMINISTRATOR has failed to comply with the terms and conditions of this contract, it may terminate this contract in whole, or in part, at any time before the date of completion. If the ADMINISTRATOR fails to comply with any of the terms and conditions of this contract, the COUNTY may give notice, in writing, to the ADMINISTRATOR of any or all deficiencies claimed. The notice will be sufficient for all purposes if it describes the default in general terms. If all defaults are not cured and corrected within a reasonable period as specified in the notice, the COUNTY may, with no further notice, declare this Contract to be terminated. The ADMINISTRATOR will thereafter be entitled to receive payment for those services reasonably performed to the date of termination, less the amount of reasonable damages suffered by the COUNTY by reason of the ADMINISTRATOR's failure to comply with this contract.
- ii. Notwithstanding the above, the ADMINISTRATOR is not relieved of liability to the COUNTY for damages sustained by the COUNTY by virtue of any breach of this contract by the ADMINISTRATOR, and the COUNTY may withhold any payments to the ADMINISTRATOR for the purpose of setoff until such time as the amount of damages due the COUNTY from the ADMINISTRATOR is determined.

#### 12. DOCUMENTS INCORPORATED BY REFERENCE

The COUNTY's application to the IDL for PROJECT funding, for the PROJECT and all applicable federal and state statutes and regulations are incorporated into this contract.

13. NONDISCRIMINATION

The ADMINISTRATOR will not discriminate against any employee or applicant for employment on the basis of race, color, religion, creed, political ideas, sex, age, marital status, physical or mental handicap or national origin.

14. OWNERSHIP AND PUBLICATION OF MATERIALS

All reports, information, data, and other materials prepared by the ADMINISTRATOR pursuant to this contract are to be the property of the COUNTY and the IDL which has the exclusive and unrestricted authority to release, publish or otherwise use, in whole or part. All such materials developed under this contract shall not be subject to copyright or patent in the United States or in any other country without the prior written approval of the COUNTY and the IDL.

15. REPORTS AND INFORMATION

The ADMINISTRATOR will maintain accounts and records, including personnel, property, and financial records, adequate to identify and account for all costs pertaining to this contract and such other records as may be deemed necessary by the COUNTY to ensure proper accounting for all project funds, both federal and non-federal shares. These records will be made available for audit purposes to the authorized representative, and will be retained for five (5) years after the expiration of this contract.

16. ACCESS TO RECORDS

It is expressly understood that the ADMINISTRATOR's records relating to this contract will be available during normal business hours for inspection by the COUNTY, and IDL,

17. CONSTRUCTION AND VENUE

This ADMINISTRATOR will be governed by the laws of the State of Idaho. In the event of litigation concerning it, venue is the sixth (6<sup>th</sup>) Judicial District in and for the County of Bannock, State of Idaho.

18. INDEMNIFICATION

The ADMINISTRATOR waives any and all claims and recourse against the COUNTY, including the right of contribution for loss and damage to persons or property arising from, growing out of or in any way connected with or incident to, the ADMINISTRATOR's performance of this contract except for liability arising out of concurrent or sole negligence of its officers, agents or employees. Further, the ADMINISTRATOR will indemnify, hold harmless, and defend the COUNTY against any and all claims, demands, damages, costs, expenses or liability arising out of the ADMINISTRATOR's performance of this contract except for liability arising out of the concurrent or sole negligence of its officers, agents or employees.

19. LEGAL FEES

In the event either party incurs legal expenses to enforce the terms and conditions of this contract, the prevailing party is entitled to recover reasonable attorney fees and other costs and expenses, whether the same are incurred with or without suit.

20. SPECIAL WARRANTY

The ADMINISTRATOR warrants that nothing of monetary value has been given, promised or implied as remuneration or inducement to enter into this contract. The ADMINISTRATOR further declares that no improper personal, political or social activities have been used or attempted in an effort to influence the outcome of the competition, discussion or negotiation

leading to the award of this contract. Any such activity by the ADMINISTRATOR shall make this contract null and void.

IN WITNESS WHEREOF, the parties hereto have executed this contract on the 12<sup>th</sup> of May 2026.

GRANT ADMINISTRATOR

COUNTY OF BANNOCK

BY:   
Southeast Idaho Council of Governments

\_\_\_\_\_  
Jeff Hough, Chairman

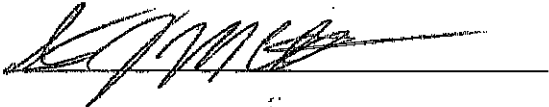
\_\_\_\_\_  
Ernie Moser, Commissioner

Executive Director, SICOG  
Title

\_\_\_\_\_  
Ken Bullock, Commissioner

4/27/26  
Date

ATTEST:



ATTEST:

\_\_\_\_\_  
Clerk of Bannock County

## 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:

New Horizon HS Graduation Contract approval fee waiver and use of the Amphitheatre

Date of meeting being requested: 05/12/2026  
 Time requested: 5 Minutes

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

Contract

Action Required: Legal/Policy Compliance Reviewed:

Financial Impact:

Contract/Agreement Begin Date: 06/04/2026  
 Contract/Agreement End Date: 06/04/2026

List of additional attendees:

Scott Crowther, Chaney Nielson, Teri Jones, Dr. Doug Howell, Susan Pettit, & Amy Prescott



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](mailto: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) Pocatello/Chubbuck SD #25
- Contact Name: (who will sign the contract) Jonathan Balls Title: Director of Business
- Mailing Address: 3115 Poleline Road
- City: Pocatello State: Idaho Zip Code: 83201
- Cell Phone: 208-235-3212 Email: ballsjo@sd25.us

### EVENT INFORMATION

- Event Name: New Horizon HS Graduation Area Requested: Amphitheatre
- Event Description: Graduation Ceremony
- Event Date(s): June 4 2026 Estimated Number of Attendees: 500
- Event Start Time: 4 pm Rehearsal/ 6:00 Ceremony Event End Time: 8 pm
- Additional Set-Up or Tear Down Days (if needed): 2:00 pm- 4:00 pm set up
- Paid Admission Event: YES \_\_\_\_\_ NO x Cost \_\_\_\_\_ Event Open to the Public: YES x NO \_\_\_\_\_
- 501(c)(3): YES x NO \_\_\_\_\_ Non-Profit Name: Pocatello - Chubbuck SD 25 Tax ID 82-6000591
- Will Alcohol Be Served/Consumed? YES \_\_\_\_\_ NO X 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 apparitions of Lessee under this contract.

Have a lien upon any and all property stored, used or located upon the leased space, or elsewhere upon the fairgrounds by the Lessee for any and all damages sustained by the breach of this contract or otherwise caused by the Applicant, and

shall have the right to restrain such property or any part of it without process of law, and may appropriate any or all such as its own to satisfy and such claim.

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

THE APPLICANT SHALL:

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

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

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

Not do any additional electrical wiring without permission of County.

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

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

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

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

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

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

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

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 5/12/26  
Jeff Hough, Chairman

\_\_\_\_\_ Date 5/12/26 By: \_\_\_\_\_ Date \_\_\_\_\_  
Ernie Moser, Commissioner

\_\_\_\_\_ Date 5/12/26  
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.(I) 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 here of 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. 5 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.

04-28-2026  
Date

*Jonathan R. Balls*  
Applicant

*Jonathan R. Balls*  
Print Name *Director of Business*

### ADDITIONAL EVENT INFORMATION

EVENT NAME: New Horizon HS Graduation

DATE: June 4, 2026

TIME OF EVENT: 2 pm to 8

pm AREA: Amphitheatre

ADDITIONAL EVENT DETAILS:

SPECIAL SET UP INSTRUCTIONS:

150 chairs in front of the stage and 40 chairs on the stage

NOTES/DRAWINGS:

4 rows of 10 on stage

STAGE

150 chairs in an arch, walkway in the center

Suites

## EVENT CENTER, WELLNESS COMPLEX, RV PARK

### FEE SCHEDULE

Area	Description	Cost		Quantity	Total
		Half Day	Full Day		
WELL	Pavillions 1-4 (Include 4 Tables & Electricity)	\$50	\$100	Per Pavillion	
WELL	Basketball Court (2 Courts Available)	\$50	\$100	Per Court	
WELL	Volleyball Courts (4 Courts Available)	\$50	\$100	Per Court	
WELL	Multi-Use Fields (6 Fields Available)		\$300	per Field	
WELL	Championship Field		\$350	Per Field	
BCEC	Multi-Use Soccer Fields (6 Available)	\$150	\$300	per Field	
BCEC	Indoor Arena (Seats 500) Event/Individual	\$60		Per Hour	
Indoor Arena Riding Passes		*Open Except For When Otherwise Reserved (Arena Worked Once Per Day) *			
BCEC	6 Month Indoor Arena Family Pass (Nov-Apr)	\$120		Family of 4 Including Parents and Children 17 and Younger-Renewed Annually	
BCEC	6 Month Indoor Arena Individual Pass (Nov-Apr)	\$90		Renewed Annually	
BCEC	Indoor Arena Lights	\$25/Hour		Per Usage Hour	
BCEC	Arena 1		\$300	Half/Full Day	
BCEC	Arena 2	\$100	\$200	Half/Full Day	
BCEC	Arena 3	\$75	\$150	Half/Full Day	
BCEC	Arena 1 or 2 Lights	\$25/Hour		Per	

FY22 Fees Adopted by R.S. No. 2021-90

				Arena/Per Hour		
BCEC	Building B (Concrete Floor/Heated)	\$25		Hour/Full Day		
BCEC	Tack/Hay Room	\$20		Per Day		
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		
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, Skid 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		
ITEMS TO BE NEGOTIATED BY CONTACT ONLY					
AMP	Amphitheater 60x25x30 (9,000 capacity) Requesting a Fee Waiver				
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



ERNE MOSER  
 Commissioner  
 1st District

JEFF HOUGH  
 Commissioner  
 2nd District

KEN BULLOCK  
 Commissioner  
 3rd District

## Business Meeting Agenda Request Form

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Requestor Name:

Keri Povey

Department:

Jury/District Court

Requestor Email:

kpovey@bannockcounty.gov

Item(s) to be considered:

Juror appreciation week May 11, 2026 - May 15, 2026

Date of meeting being requested:

05/12/2026

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:

Courtney Teuscher

# BANNOCK COUNTY CHECK REQUEST

## Payee / Vendor Information

DATE:	4-30-26 <small>Select date</small>		
PAYEE / VENDOR NAME:	TEC		
STREET ADDRESS:			
APT, ROOM, SUITE:			
CITY:	ST	ZIP	

## Payment Description / Reason for Check

beer for horse races - 5-10-26

## Account Distribution

Org:	190455	Obj:	64105	Amount:	461.68
Org:		Obj:		Amount:	
Org:		Obj:		Amount:	
Total \$ Amount Approved:					461.68

Approval Signature:

WAVO Order: LA QUINTA INN - Order # EMPLOYEE SALES - E - \*  
 Order to: PORT CONCESSIONS \*  
 Order to: PORT CONCESSIONS Friday, Sales Order  
 Order Details  
 Order Details

Product ID	Product Description	Ordered	Filled	Out	Revised	Quantity	Unit of Measure	Unit Price	Frontline Price	Deposit	Deposit Type	Percent	Unit Discount	Extended Price
40900		40900	40900	0	0.52	0	Case Beer	28.500	28.500	0.00	0.00	0.00	0.00	188.00
71142	BUD 24TS CAN	3	3	0	0.13	0	Case Beer	28.100	28.100	0.00	0.00	0.00	0.00	224.80
14005	ULTRA 30TS CAN	3	3	0	0.13	0	Case Beer	33.400	33.400	0.00	0.00	0.00	0.00	267.20
61428	KONA GETS BIG WAVE CN	3	3	0	0.13	0	Case Beer	23.900	23.900	0.00	0.00	0.00	0.00	238.24
58874	ULTRA ZERO 48TS CAN	3	3	0	0.13	0	Case Beer	21.380	21.380	0.00	0.00	0.00	0.00	170.64
88254	BUSCH LT 36TS CAN	3	3	0	0.13	0	Case Beer							

Formers (0) : Sort (0)

Quantity (0)

Product ID

Product Description

Ordered

Filled

Out

Revised

Quantity

Unit of Measure

Unit Price

Frontline Price

Deposit

Deposit Type

Percent

Unit Discount

Extended Price

Search

Search

Search

Search

# BANNOCK COUNTY CHECK REQUEST

## Payee / Vendor Information

DATE:	4/30/26 <small>Select Date</small>			
PAYEE / VENDOR NAME:	Hayden			
STREET ADDRESS:				
APT, ROOM, SUITE:				
CITY:		ST		ZIP

## Payment Description / Reason for Check

Beer for Horse Races 5-10-26

## Account Distribution

Org:	190455	Obj:	64105	Amount:	254.72
Org:		Obj:		Amount:	
Org:		Obj:		Amount:	
Total \$ Amount Approved:				254.72	

Approval Signature:

**ORDER CONFIRMATION**

**HAYDEN BEVERAGE**

6301 S DOUG ANDURS DR  
IDAHO FALLS, ID 83401  
(208) 345-4600

Thu Apr 23, 2026 2:48 PM

Account: 85175  
BANNOCK COUNTY  
PORTNEUF CONCESSIONS  
10588 FAIRGROUNDS ROAD  
POCATELLO, ID 83201

Order# : 3942                      PO#:  
License : N/A Expires N/A  
Delivery: Fri Apr 24, 2026  
Terms : CASH OR CHECK ON DEL.  
Salesrep: 53 - T. VILLANO

ITEM#	QTY	DESCRIPTION	PRICE	DISC	DEP	NET	EXT
343023	8	19.2OZ LONG DRINK 19.2Z CN ZE	31.84	0.00	0.00	31.84	254.72

Cases: 8  
Bottles: 0  
Kegs: 0  
Misc: 0  
Credits: 0

Total Sales	254.72
Total Credits	0.00
Total Tax	0.00
<b>Order Total</b>	<b>254.72</b>

Customer Signature:

In the Matter of APPROVING )  
TAX CANCELLATION REQUESTS )

R.S. No. 2026-28  
 May 12, 2026

**RESOLUTION**

WHEREAS, a hardship for cancellation of taxes was considered on April 28, 2026; and

WHEREAS, this cancellation request was reviewed pursuant to Idaho Code §§63-711, 63-1302, 63-1303 and 63-1304;

NOW, THEREFORE, BE IT RESOLVED that the County Tax Collector, Jennifer Clark, is hereby authorized and directed to cancel the following on the tax rolls as listed by year:

- (1) Upon recommendation of the Treasurer, in a meeting held April 28, 2026, for cancellation of **taxes, fees, and interest** for the **2022 and 2023** tax years.

PARCEL NUMBER	OWNER	EXPLANATION	VALUE TO CANCEL
RPRPCPP076200	Church of the Nazarene/ Rocky Mountain Ministries	Hardship (missed filing application for tax exemption)	\$5,925
RPRPCPP076300			
RPRPCPP076500			
RPRPCPP076000			
RPRPCPP076100			
RPRPCPP075900			

BOARD OF BANNOCK COUNTY COMMISSIONERS

\_\_\_\_\_  
 Jeff Hough, Chair

\_\_\_\_\_  
 Ernie Moser, Member

\_\_\_\_\_  
 Ken Bullock, Member

ATTEST: \_\_\_\_\_  
 Jason C. Dixon, Clerk

In the Matter of APPROVING )  
APRIL 2026 SALARIES )

R.S. No. 2026-29  
 May 12, 2026

### RESOLUTION

WHEREAS, salary approval forms, for the month of April 2026, have been submitted for approval by the Board of County Commissioners;

NOW, THEREFORE, BE IT RESOLVED that the following salaries are approved by the Board:

<b>Date Approved</b>	<b>Name – Position Department – Reason for Change</b>	<b>Effective Date &amp; Salary</b>
04/07/2026	Vickie Sweitzer – Temp Admin Specialist Elections Tech Elections – Temporary	04/13/2026 \$15.10/hour
	Aisa Kelemete – Assistant Parks Coordinator Event Center – Replacing Gavin Lawes	04/14/2026 \$19.68/hour
04/16/2026	Stanley Going – Shop Supervisor Road & Bridge – Replacing K. Murdock	04/27/2026 \$2,575.20/biweekly
	Cody Hagen – Operator 2 Solid Waste – Replacing Chris Smith	04/27/2026 \$21.07/hour
04/21/2026	Tucker Leavitt – Temp Admin Specialist Elections Tech Elections - Temporary	04/27/2026 \$15.00/hour
	Tonya Bernt - Temp Admin Specialist Elections Tech Elections – Temporary	04/27/2026 \$15.00/hour
	Carolyn Hansen – PT Admin Assistant/Records Sheriff – Replacing Dannielle Hester	04/27/2026 \$17.22/hour
04/23/2026	Jenna Hall – Event Staff – Temp Event Center – Temporary	05/01/2026 \$17.00/hour
	Becky Clark - Event Staff – Temp Event Center – Temporary	05/01/2026 \$17.00/hour
	Jocelyn Foreman - Event Staff – Temp Event Center – Temporary	05/01/2026 \$17.00/hour
	Autum DeLand - Event Staff – Temp Event Center – Temporary	05/01/2026 \$17.00/hour
	Candice Apostle - Event Staff – Temp Event Center – Temporary	04/29/2026 \$17.00/hour
	Isabelle Reitz - Event Staff – Temp Event Center – Temporary	04/29/2026 \$17.00/hour
	De-Ja Long - Event Staff – Temp Event Center – Temporary	04/29/2026 \$17.00/hour
	Emilie Desfosses - Event Staff – Temp Event Center – Temporary	04/29/2026 \$17.00/hour
	Amanda Beard - Event Staff – Temp Event Center – Temporary	04/29/2026 \$17.00/hour

	Dustin Barton - Event Staff – Temp Event Center – Temporary	04/29/2026 \$17.00/hour
	Waldo Rivas - Event Staff – Temp Event Center – Temporary	05/01/2026 \$17.00/hour
04/28/2026	Alexia Chapman – Event Staff – Seasonal Event Center – Temporary	05/01/2026 \$17.00/hour
	Irene Hershey – Event Staff – Seasonal Event Center – Temporary	05/01/2026 \$17.00/hour
	Chris Osborne – Event Staff – Seasonal Event Center – Temporary	05/01/2026 \$17.00/hour
	Kris Williams – Legal Assistant Prosecutor – Replacing Christine Pethel	05/04/2026 \$17.20/hour
04/30/2026	Dawn Roland – Event Staff – Seasonal Event Center – Temporary	05/01/2026 \$17.00/hour
	Shane Lewis – Event Staff – Seasonal Event Center – Temporary	05/01/2026 \$17.00/hour
	Perry Van Houten – Event Staff – Seasonal Event Center – Temporary	05/01/2026 \$17.00/hour
	Ciara Ward – Event Staff – Seasonal Event Center – Temporary	05/01/2026 \$17.00/hour
	Courtney Fox – Event Staff – Seasonal Event Center – Temporary	05/01/2026 \$17.00/hour
	Brittany Cleaves – Event Staff – Seasonal Event Center – Temporary	05/01/2026 \$17.00/hour
	Zanna Caudill – Event Staff – Seasonal Event Center – Temporary	05/01/2026 \$17.00/hour
	Amanda Mayberry – Event Staff – Seasonal Event Center – Temporary	05/01/2026 \$17.00/hour
	Samantha Davis – Event Staff – Seasonal Event Center – Temporary	05/01/2026 \$17.00/hour

## BOARD OF BANNOCK COUNTY COMMISSIONERS

\_\_\_\_\_  
Jeff Hough, Chair

\_\_\_\_\_  
Ernie Moser, Member

\_\_\_\_\_  
Ken Bullock, Member

ATTEST: \_\_\_\_\_  
Jason C. Dixon, Clerk

In the Matter of AUTHORIZING THE )  
 DELEGATION OF AUTHORITY )  
 TO THE RISK MANAGEMENT )  
 DIRECTOR TO BIND INSURANCE )  
POLICIES AS NEEDED )

R.S. No. 2026-30  
 May 12, 2026

### RESOLUTION

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

WHEREAS, some events have contractual and risk requirements that require adequate alcohol and/or special event liability insurance that, from time to time, have accelerated deadlines, late quotes, or other timing factors that prevent seeking Board approval before the event; and

WHEREAS, pursuant to Idaho Code §31-602, due to the nature of the business for events, the Board of County Commissioners desires to delegate the authority to bind insurance policies for events to Matthew Phillips, HR/Risk Management Director; and

WHEREAS, after binding of policies by the Risk Management Director, the insurance policies should be sent for ratification by the Board, with consideration under executive session if needed, and a copy remitted to the Bannock County Auditing office upon submission and approval;

NOW, THEREFORE, BE IT RESOLVED that Matthew Phillips, HR/Risk Management Director, is delegated the authority to bind insurance policies necessary to ensure adequate alcohol and special event liability insurance as needed, and forwarded for ratification and copied to Auditing. The delegation of authority must be reviewed and redelegated annually. This authority is effective through May 12, 2027.

BOARD OF BANNOCK COUNTY COMMISSIONERS

\_\_\_\_\_  
 Jeff Hough, Chair

\_\_\_\_\_  
 Ernie Moser, Member

\_\_\_\_\_  
 Ken Bullock, Member

ATTEST: \_\_\_\_\_  
 Jason C. Dixon, Clerk

In the Matter of AUTHORIZING THE )  
DESTRUCTION OF RECORDS )

R.S. No. 2026-31  
 May 12, 2026

**RESOLUTION**

WHEREAS, Idaho Code §31-871 requires the Board of County Commissioners to authorize destruction of records that are not required as permanent records and that have met the minimum retention period provided by the retention schedules and are no longer required by law or for county business; and

WHEREAS, the Commissioners' Office has requested destruction of records that have exceeded their minimum retention according to the retention schedule, or have been scanned and saved to a permanent location; and

WHEREAS, Idaho Code §31-871(2) states records may only be destroyed by resolution of the Board of County Commissioners after regular audit and upon the advice of the prosecuting attorney;

NOW, THEREFORE, BE IT RESOLVED that the Commissioners' Office is authorized to destruct the original paper records listed below:

Department/Year	Document(s)
1994/misc	Weed, water, transportation, tax cancellation, BOE, roads, proclamations, plats, Escrow Agreement, Ordinance 1994-2, landfill, juvenile, jail, indigent appeals
1993/misc	District 5, Fish & Game, BoCG, Grants, landfill, jail, juvenile, indigent, energy, CDA, City of Pocatello, chamber, BIDS
1989 - 1993	Indigent Services Miscellaneous
2008	Prosecutor Miscellaneous
1978	Treasurer's Investments, Flood Map and Herd Law
2004	Board Members for Boat/Snowmobile, Fire Districts, Em. Serv., Health Board, Historical Society, Industrial Development, Library Districts.

and that such destruction occurs under the supervision of the Bannock County Clerk.

BOARD OF BANNOCK COUNTY COMMISSIONERS

\_\_\_\_\_  
 Jeff Hough, Chair

\_\_\_\_\_  
 Ernie Moser, Member

\_\_\_\_\_  
 Ken Bullock, Member

ATTEST: \_\_\_\_\_  
 Jason C. Dixon, Clerk

In the Matter of APPROVING )  
APRIL 2026 ALCOHOL LICENSES )

R.S. No. 2026-32  
 May 12, 2026

**RESOLUTION**

WHEREAS, in the month of April 2026, the following applied for the following licenses and have been issued permits by the District Health Department and do not have any disqualifications;

NOW, THEREFORE, BE IT RESOLVED that the following applications for licenses/permits be approved.

<b>DATE APPROVED</b>	<b>LIC #</b>	<b>TOTAL</b>	<b>OWNER/ APPLICANT</b>	<b>DBA/Event</b>
04/09/2026	ABL2026-002	\$175.00	Jeri's Jumbos Cafe	Jumbo's Cafe
4/16/2026	ACP2026-006	\$20.00	Port Concessions	Independence Day Celebration
	ABW2026-002	\$20.00	Michelle Flores	Baby Eric's 1st Birthday
04/23/2026	ABL2026-003	\$200.00	Super Bowl Pocatello	Super Yummy Bowl Mongolian Grill
	ABT2026-002	\$20.00	Tillotson Dining LLC	Chuckwagon
04/28/2026	ABW2026-003	\$20.00	Janie Marley	Marley Family Picnic

BOARD OF BANNOCK COUNTY COMMISSIONERS

\_\_\_\_\_  
 Jeff Hough, Chair

\_\_\_\_\_  
 Ernie Moser, Member

\_\_\_\_\_  
 Ken Bullock, Member

ATTEST: \_\_\_\_\_  
 Jason C. Dixon, Clerk

In the Matter of AUTHORIZATION AND )  
ORDER TO REALLOCATE FUNDS \_\_\_\_\_)

R.S. No. 2026-33  
 May 12, 2026

**RESOLUTION**

WHEREAS, a request was considered to reallocate funds from the Ambulance District's capital budget to cover an overage in line item GEMT reimbursement due to GEMT's invoice coming in more than anticipated as the revenue collected for the district was higher than estimated, which was not originally budgeted for; and

WHEREAS, Idaho Code §31-1508 permits reallocation of money that has become inoperative for the purpose for which the fund was created; and

WHEREAS, this reallocation will not impact the budget negatively;

NOW THEREFORE, BE IT RESOLVED that the Auditor's Office is hereby authorized and ordered to reallocate funds in the following budget lines:

**Fiscal Year 2026:**

TO:	124230-74300	\$85,900
FROM:	124230-90500	\$85,900

BOARD OF BANNOCK COUNTY COMMISSIONERS

\_\_\_\_\_  
 Jeff Hough, Chair

\_\_\_\_\_  
 Ernie Moser, Member

\_\_\_\_\_  
 Ken Bullock, Member

ATTEST: \_\_\_\_\_  
 Jason C. Dixon, Clerk

Jason C. Dixon  
 Clerk of the District Court  
 Ex-Officio Auditor - Recorder  
 Clerk to the Commissioners



Bannock County Auditing  
 624 Center, Room 104  
 Pocatello, Idaho 83201-6247  
 Phone (208) 236-7335

Date 5/4/2026

Department Requesting Reallocation: Ambulance

Description of Reason for Reallocation Request: It is requested to move funds from the capital budget to cover an overage in operating line item GEMT reimbursement. The revenue collected was more than anticipated which resulted in a higher amount due to the vendor on the GEMT reimbursement.

Funding option to make reallocation request described above (list accounts and amounts where funds will come from and accounts and amounts moving to).

Fiscal Year: 2026

To Line: 124230-74300

Amount: \$ 85,900

From Line: 124230-90500

Amount: \$ 85,900

Department Head/Elected Official Approval Signature: per mtg 4/30/26 BOC

Comptroller Signature: Kristin Klaus

SUBMIT TO AUDITING DEPARTMENT FOR FINANCIAL REVIEW OF CHANGES

#### Bannock County Reallocation Request Form Instructions

This form is to be used when a department has the need to make a purchase that was not anticipated during the regular budget process and will require the reallocation of budget monies to accommodate that purchase. Steps are as follows:

- 1) Determine need for purchase, include an quote where applicable;
- 2) Find monies within budget; and
- 3) Complete form, sign, and forward to Bannock County Auditing.

The Comptroller will verify that funds are available where requested and communicate with the department to assist in providing the best possible solution. Once finalized, this form will be submitted through the agenda request group for Commission review and approval/denial in a business meeting.

M:\Enter\COMMON\WORKAREA.DOC\MEMOS\reallocations\juv detention 2026.docx- Original Auditing Document

In the Matter of DECLARATION )  
OF DROUGHT EMERGENCY )

R.S. No. 2026-34  
May 12, 2026

**RESOLUTION**

WHEREAS, the peak snow water equivalent (SWE) in almost all water basins in Idaho registered below the 20<sup>th</sup> percentile on SNOTEL indices, indicating moderate to exceptional drought conditions; and

WHEREAS, Governor Brad Little and Department of Water Resources Director Mathew Weaver have signed an Order Declaring Drought Emergency for all of Idaho; and

WHEREAS, Idaho Code §31-828 authorizes the County Commissioners to perform all acts that may be necessary to the full discharge of the duties of the chief executive authority of the County Government; and

WHEREAS, Idaho Code §46-1011 provides that the Bannock County Commissioners may declare a local disaster emergency in excess of seven days; and

WHEREAS, pursuant to Idaho Code §46-1002, “disaster” means: “occurrence or imminent threat of widespread or severe damage, injury, or loss of life or property resulting from any natural or man-made cause...” and “emergency” means: “occurrence or imminent threat of a disaster or condition threatening life or property that requires state emergency assistance to supplement local efforts to save lives and protect property or to avert or lessen the threat of a disaster;” and

WHEREAS, based upon all information available and the historic well-below normal snowpack levels, the Board finds that the current low water levels pose an imminent threat of drought-like conditions, potential economic losses, and a disaster to agriculture in Bannock County, which constitutes an emergency as defined in Idaho Code §46-1002.

NOW, THEREFORE, BE IT RESOLVED that the Board hereby declares that a drought emergency exists in Bannock County due to drought-like conditions, and shall remain in effect through then end of the 2026 irrigation season, or until otherwise terminated by resolution, whichever occurs sooner. Bannock County requests assistance from all other entities and resources, including but not limited to the State of Idaho and the federal Government and their respective agencies.

BOARD OF BANNOCK COUNTY COMMISSIONERS

\_\_\_\_\_  
Jeff Hough, Chair

\_\_\_\_\_  
Ernie Moser, Member

\_\_\_\_\_  
Ken Bullock, Member

ATTEST: \_\_\_\_\_  
Jason C. Dixon, Clerk



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

**ERNIE MOSER**  
 Commissioner  
 1st District

**JEFF HOUGH**  
 Commissioner  
 2nd District

**KEN BULLOCK**  
 Commissioner  
 3rd District

## Business Meeting Agenda Request Form

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

Requestor Name: Kristi Davenport  
 Department: Commission  
 Requestor Email: dav@bannockcounty.gov

Item(s) to be considered:

Signature on Property Tax Exemption Approval/Denial Letters approved as of April 30, 2026

Date of meeting being requested: 05/12/2026  
 Time requested: 5 Minutes

Does the request involve a contract, agreement, external funding, or award acceptance?  
 No

Action Required:  
 None

Legal/Policy Compliance Reviewed:  
 Yes

Financial Impact:  
 None

Contract/Agreement Begin Date: Contract/Agreement End Date:

List of additional attendees:

## BANNOCK COUNTY COMMISSIONERS

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



ERNIE MOSER  
 Commissioner  
 1st District

JEFF HOUGH  
 Commissioner  
 2nd District

KEN BULLOCK  
 Commissioner  
 3rd District

May 12, 2026

Portneuf Greenway Foundation  
 PO Box 71  
 Pocatello, ID 83204

To Whom It May Concern:

In accordance with Idaho Code §63-602(B-E), concerning Non-Profit Exemptions, it is necessary for all eligible recipients that claim a tax exemption under the above Statutes to receive a decision letter from the Bannock County Board of Commissioners. Your application(s) has been reviewed and the parcel(s) that you submitted for Property Tax Exemption have been **approved** by the Board of Bannock County Commissioners. The Parcel ID number(s) covered in this approval is **RPRPCPP142231, RPRPOOR006501, RPRPCPP146105, RPRPPOC333403, RPRPGVT000400, RPRPPOC288600.**

According to the above Idaho Code, these applications must be filed **annually**. The window for applying is January 1 to April 15 each year. You are responsible, each year, to go [www.bannockcounty.gov](http://www.bannockcounty.gov) to find the Property Tax Exemption form, fill it out and send it in. You will find it on the front page of the website in the "Property Tax Hub" section. Please feel free to contact the Assessor's Office at 208-236-7260 if you have any questions or a change in your status.

Thank you.

BANNOCK COUNTY COMMISSIONERS

\_\_\_\_\_  
 Jeff Hough, Chair

\_\_\_\_\_  
 Ernie Moser, Commissioner

\_\_\_\_\_  
 Ken Bullock, Commissioner

cc: Anita Hymas  
 Jennifer Clark

/kd

**BOARD OF BANNOCK COUNTY COMMISSIONERS' PROCEEDINGS – April 2026**

The following is a synopsis of proceedings, pursuant to Idaho Code §31-819, of the Board of Bannock County Commissioners for April 2026, to wit, of which a complete set of minutes is on file at the Bannock County Clerk's Office, Pocatello, Idaho, or can be found online at [www.bannockcounty.gov](http://www.bannockcounty.gov).

Apr 2: Amended agenda was approved. Fee waivers and cost-sharing were approved for Bannock County Clean Up Days. Contract contact update through GrantSolutions was approved for BLM grant. Agreement to Provide Law Enforcement Protection for Pocatello Downs was approved. Purser Acres Subdivision bond agreement and plat was approved. Permitting fees were waived for the scale house project. Adding duty of County project manager to the Facilities Manager job description was approved. Following executive session held for discussion with legal counsel, it was approved to submit a task order with CDM Smith for flood plain issues at the Landfill. Executive session was held for discussion with legal counsel. Items on the claims agenda were approved. Request for reconsideration of Deer Valley Reserve Concept Plan approval was denied.

Apr 7: Application for cremation assistance was approved for case number 20260021. Waived \$645 in restitution from juvenile to allow release from probation before becoming adult. Opioid funds were approved for use to send D6 staff to training. Equipment Lease Agreement with Asphalt Equipment Leasing was approved. Process for standardized press releases and digital communications was approved. New point of contact was designated for Emergency Management contracts. Following executive session regarding personnel, HR and Legal were authorized to meet with an employee and exceptional placement requests were approved for the Prosecutor's Office. Resolution Numbers 2026-20 Approving March 2026 Salaries; 2026-21 Approving March 2026 Alcohol Licenses; 2026-22 Approving Tax Cancellation Requests; 2026-23 Partnership with Cities and PSI Waste Systems for Community Solid Waste Days for Annual Residential Spring Cleaning; and 2026-24 Accepting the Construction Bond for the Purser Acres Subdivision were passed. Two requests for leave without pay were approved. Vehicle purchase request was approved. Items on the consent agenda were approved. Inspection of Juvenile Detention Center was completed.

Apr 9: Retiring deputy sheriff will be awarded badge and service weapon. Polygraph kit was approved for purchase. Items in the claims agenda were approved.

Apr 16: GEMT statement of payment for FY23 was accepted. Agreement with Triple T Productions was approved. Authorization was given to apply for the Edward Byrne Memorial Justice Assistance Grant. Contract approved with Retroscape LLC for Lava Ranches Phase 2. Juvenile Detention Center inspection report was approved. Letter of support for RCAP Grant Application from Marsh Valley Mobile Medical was approved. Kinport Radio Tower purchase documents were memorialized. Resolution Nos. 2026-25 Adopting a Standardized Process for Press Releases and Digital Communications and 2026-26 Awarding Firearm to Retired Sheriff Deputy were passed. Items on the claims agenda were approved. Executive session was held regarding personnel.

Apr 21: Release of lien for case 20190305 was approved. Fee waiver rental contracts were approved for PMC employee movie night and High Mountain Riders 4-H Club. Contract with Talitrix LLC was approved for GPS monitoring service and devices. Ground water district discussion tabled to Thursday. MOU with developer, McCormick Ranches, tabled to Thursday. Resolution No. 2026-27 Designating County Roads for State Reimbursement was passed. Signature approved for Commissioners' Proceedings publication, Memorandum of Agreements with Teton County, Idaho and Teton County, Wyoming and Bannock County, and Museum Event Center contract for the Bannock County Employee Health Fair. Consent agenda items were approved. Executive session was held to consider personnel matters. Tax exemption applications recommended by the Assessor for approval were approved and the remaining applications will be further reviewed and discussed Thursday. FY27 Public Health budget request approved.

Apr 23: Addendum for contract surveyor review specifically for cemetery plat reviews approved to be drawn up to address fee adjustment for special circumstances. Field of Heroes scheduled and proclamation to be prepared. Fee waivers were approved for the ISU Haunted Science Laboratory and Tabernacle Choir Watch Party events. Independent contractor agreement with H208 Excursions was approved for paddle board rentals. Application to the American Falls-Aberdeen Ground Water District was approved for submission. Floodway evaluation scope from CDM to be submitted for approval. Applications for property tax exemptions were denied for BMH, Inc, Idaho State University, and Portneuf Trust; and applications for Portneuf Health Trust and Historic Old Town Pocatello Foundation were tabled. MOU with developer McCormick Ranches was approved allowing connection to water line. Exceptional placement for a new hire was approved following executive session regarding personnel. Items on the claims agenda were approved.

**BOARD OF BANNOCK COUNTY COMMISSIONERS  
MINUTES CERTIFICATION**

We, the Board of Bannock County Commissioners, hereby certify approval of the minutes of the Bannock County Commissioners' meetings inclusive of the date(s) of April 23, 28, and 30, 2026, as approved during the meeting of May 12, 2026.

BOARD OF BANNOCK COUNTY COMMISSIONERS

\_\_\_\_\_  
Jeff Hough, Chair

\_\_\_\_\_  
Ernie Moser, Member

\_\_\_\_\_  
Ken Bullock, Member

ATTEST:

\_\_\_\_\_  
Jason C. Dixon, Clerk



## MINUTES OF THE BOARD OF BANNOCK COUNTY COMMISSIONERS

### Meeting Details

Date of Meeting:	Thursday, April 23, 2026
Commissioners present:	Ernie Moser, Jeff Hough, and Ken Bullock
Clerk of the Board:	Jason C. Dixon
Absent Board Members:	
Staff present:	Deputy Clerk Nancy Allen, Comptroller Kristi Klauser, Deputy Prosecutor Jonathan Radford, and (9:02 am) HR Director Matthew Phillips

### Agenda Details

AGENDA	
1	Bid Opening Invitation to Bid for Road Paint (action item)
	Work Session and Claims Meeting (action items)
	<b>Agenda:</b>
2	<ul style="list-style-type: none"> <li>Anne Butler, City of Pocatello Parks &amp; Recreation, requesting a fee adjustment for Rest Lawn Cemetery 3<sup>rd</sup> and 4<sup>th</sup> Addition (requested 10 minutes) (action item)</li> </ul>
3	<ul style="list-style-type: none"> <li>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 22<sup>nd</sup> at 10 am. And read Proclamation, and (4) emcee for closing ceremony at 5:15 p.m. (requested 10 minutes) (action item)</li> </ul>
4	<ul style="list-style-type: none"> <li>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)</li> </ul>
5	<ul style="list-style-type: none"> <li><b>(AMENDED to include)</b> 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)</li> </ul>
6	<ul style="list-style-type: none"> <li>Shanda Crystal, Procurement, providing a procurement update (requested 5 minutes)</li> </ul>
7	<ul style="list-style-type: none"> <li>Dillon Evans, Landfill, providing a monthly landfill update (requested 10 minutes) (action item)</li> </ul>
8	<ul style="list-style-type: none"> <li>Discussion pertaining to a decision on plan moving forward for contributions in FY27 (requested 10 minutes) (action item)</li> </ul>
9	<ul style="list-style-type: none"> <li><b>(AMENDED to include)</b> Property Tax Exemption for review and potential approval (action item)</li> </ul>
10	<ul style="list-style-type: none"> <li><b>(AMENDED to include)</b> 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)</li> </ul>
11	<ul style="list-style-type: none"> <li>Hal Jensen, Planning, requesting an Executive Session under Idaho Code §74-206(1)(a) &amp; (b) regarding personnel with potential action following adjournment of Executive Session (requested 5 minutes) (action item)</li> </ul>
12	<b>Claims Agenda:</b> <ul style="list-style-type: none"> <li>Board of Ambulance District: Invoices and Commissioner Report</li> <li>Board of Commissioners: Invoices, Commissioners Reports, and Credit Applications</li> <li>Personnel Actions with potential Executive Session under Idaho Code §§74-206(1)(a), (b) &amp; (d) for personnel actions or personnel records exempt from disclosure with potential action following adjournment of Executive Session</li> <li>Payroll Report</li> </ul>

- Alcohol Licenses and Permits
- Certificate of Residency Approval
- Mileage Reimbursement Requests
- Technology Request Form
- Memorandum Authorization for Accounts Payable
- Cardholder User Agreement and Authorization

## Meeting Notes

- 1 8:46 AM Hough called the meeting to order. Procurement Officer Shanda Crystal appeared for a bid opening for road paint. Hough reviewed the solicitation. Crystal unsealed the electronic bids. Hough relayed no conflicts with any of the submissions and reviewed bids were received from:  
Clear Zone Construction LLC for \$121,324.21  
Curtis Clean Sweep for \$79,300  
Idaho Traffic Safety for \$45,000  
Specialized Pavement Marking LLC for \$200,500  
  
Moser moved to accept the bids for evaluation. The motion passed.
- 2 8:53 AM Bullock moved to accept the amended agenda. The motion passed.  
8:54 AM Planning and Development Director Hal Jensen and Subdivision Planner Alisse Foster also appeared. Butler explained the discovery of the requirement for the County to be involved with the re-platting of cemeteries. The City is proposing to replat the 3<sup>rd</sup> and 4<sup>th</sup> additions. The fees for surveys came out exponentially more than anticipated due to the high number of very small lots.  
8:56 AM Foster explained there is no application filed at this point, but the surveyor on the roster for the current month is willing to reduce fees. For the 3<sup>rd</sup> addition with 320 lots, pursuant to the contract, the cost would be \$13,250 for the plat according to the fee schedule. The surveyor indicated a willingness to do the plat at \$2 per lot and with the review flat fee would be \$1,090. The 4<sup>th</sup> addition has over 400 lots that would cost \$1,327,090 according to the fee schedule. The surveyor suggested to charge by block rather than by lot, which would make that fee \$1,290. Jensen explained the charges are per the contract language. Discussion on the costs are for the surveyor and would need an addendum to that contract for these particular plats. Bullock moved to accept the proposal. The motion passed.
- 3 9:29 AM Hartman discussed a new process to lease from school district for the Field of Heroes. In making the required account registration under Idaho Field of Heroes, it became apparent that there was no signature requirement. The certificate of insurance was discussed. Hartman questioned if the process was okay to follow in the future, to which the Board had no concerns.  
9:32 AM Hartman requested a proclamation for the event to be read on Friday. The number of honored names is now at 7,086. The Board was requested to help emcee for the opening and closing.
- 4 9:06 AM Steven Shropshire, Professor of Physics, appeared. Crowther reviewed the annual haunted lab event and fee waiver request. Shropshire reviewed attendance. Bullock moved to approve the contract. The motion passed.  
9:12 AM Ross and Leslie Hugues appeared to discuss the Tabernacle Choir Watch Party. Crowther reviewed the fee waiver request for use of the amphitheater for a watch party of the Tabernacle Choir at Temple Square Hollywood Bowl that is prerecorded the day to be played for the youth and community groups around. Moser moved to approve the contract. The motion passed.  
9:15 AM Crowther reviewed a contract request for paddle board rentals. The contractor has a hard time making the time of these meetings. The proposal is a revenue share for paddle board rentals. Bullock moved to approve the contract. The motion passed.
- 5 9:16 AM Crowther explained he does not have updates on pricing from Bingham County Ground Water District. The district has been hard to contact and he did receive the flow rates, but not the allocation numbers. Based of Budge's recommendation on Tuesday, we can assume the assessment would probably be pretty similar. With no baseline, both of the districts would probably want to do a one-year contract

and then determine whether to continue with membership. Discussion ensued on foot acres available, and gallons of water.

9:20 AM Radford recommended to join a water district, as Budge suggested, with the one-year contract. It would make sense to join the same water district as Chubbuck if the County is going to contract for water shares that Chubbuck will be putting into the water bank. Radford suggested to wait to hear from the Bingham district, but also understands there are concerns to get the well turned on. Crowther reported discussions that Chubbuck is joining the American Falls district. Crowther reiterated concerns of not getting the water going as the facility. Bullock moved to proceed with the one-year contract with the American Falls-Aberdeen Ground Water District. Crowther explained process. The motion passed.

- 6 9:02 AM Crystal gave updates on procurement projects.
- 7 9:36 AM Evans reported on discussions with CDM Smith regarding the flood plain study. There is a task order regarding Fort Hall Canyon Creek and storm water that would encompass the current needs and contains similar tasks. The cost would drop from \$232,450 to \$204,750 as they have already done some HEC-RAS modelling and a majority of the survey work is already done. They also dropped the administrative fee as a task order already exists. Evans reported the engineer reached out to the contractor whom indicated to happy with the delay as they had other work and had not applied for permits yet. CDM Smith is working on timelines and they think with proposed change to flow rates, that it will be expedited, and once the rates are changed, we can put in for a LOMR with the state floodplain to help make a big difference on the timing. The community dump days are ramping up. Klauser questioned if the Board would sign off on the task order, which staff reviewed and made the decision to change the project. Evans indicated he pulled the plug on the original task order project 14M and reviewed adaptive management. Radford indicated if something changes the terms of the contract that governs a change order, legal should look at it, but if this is just changing tasks and not the relationship or duties, then the Board could look at it and make a decision. Hough indicated that procurement did not feel a change order needed to be done. The scope will be submitted for signature next week.
- 8 10:15 AM Bullock explained his review of non-profit donations and that they fall into categories for help and for community. Discussion ensued on using a third party or keeping process. Bullock suggested the process remain in house and to take care of staff first.
- 9 9:44 AM Assessor Anita Hymas and Chief Deputy Assessor Randy Hobson appeared to review property tax exemptions following legal review. Radford recommended to deny all applications other than Historic Old Town Pocatello and Portneuf Health Trust ("PHT") for the property at 500 South 11<sup>th</sup> Avenue for further review. Radford reiterated the burden is on the applicant to produce documentation that establishes they qualify for the exemption. Exemptions are strictly construed against the applicant and in favor of the taxing entity. With the information presented, they do not qualify and should be denied. Moser made that explanation into a motion.

Bullock discussed looking at what is in the best interest of the County and citizens, rather than proving they are non-profit. Concerns were expressed regarding increasing costs to the providers that provide services to the citizens that possibly keep people out of jail, the hospital, or mental health courts. Bullock suggested to look at the mission and end product for those benefits to the County and that the applicants provide a great service in Bannock County to help ease burdens. The legal analysis addressed that the Board can look at the benefits provided for the tax payers. If an exemption is denied, what would be the downwind effect on the sheriff's office or others, and of shifting the cost to hospitals or other mental health areas? Bullock looked at these just as the Board looks at requests to reduce fees for youth. Both properties for PHT are set up to help the population of Bannock County in a lot of different ways.

Radford explained the legal analysis and expressed that the concerns are probably valid, but the applicants have not presented those benefits in their burden to present those facts. No financials for the entities were provided; but merely stated that PHT is leasing those spaces out to those entities with nothing spelled out regarding the impact or public benefit. To rely on that now, would be an assumption of what the impact is. Radford expressed that, with further review, more information could be requested.

Hough suggested granting PHT's North 7<sup>th</sup> property as it has the D6 Treatment Center and the Free Clinic, and fits the charitable use for the community, and to table Historic Old Town and the PHT property at 500 South 11<sup>th</sup>. Discussion ensued on IRS non-profit status and shifting burdens.

Hymas impressed upon the Board and Legal that the Assessor has a deadline to get notices out and will need to have finalized numbers by end of first week in May. Radford reiterated that if an exemption is going to be granted, there needs to be a well-reasoned statement as to the criteria relied upon to survive scrutiny from a reviewing court. Discussion ensued on Moser's motion. Hough called for a vote, which failed with one vote for and two votes against. 9:58 AM Hough moved to accept the attorney's recommendation for denial of applications, except to approve the exemption for PHT's North 7<sup>th</sup> Street property. Moser questioned the justification for the exemption, which Hough indicated as a community benefit by keeping people out of jail and the hospital. Radford gave definitions for public benefit and recommended to table the two PHT properties and Historic Old Town for one week to take a closer look at the properties and request additional documentation. Hough accepted Radford's recommendation as a friendly amendment. The motion passed.

BMH, Inc	RPRPFMS000300
BMH, Inc	RPRPGOP000700
BMH, Inc 501C3	RPRPPP2000100
BMH, Inc dba Bingham Memorial Hospital	RPRPCPP086207
BMH, Inc dba Bingham Memorial Hospital	RPRPCPP087116
BMH, Inc dba Bingham Memorial Hospital	RPRPPOC022902
BMH, Inc dba Bingham Memorial Hospital	RPRCRAK000300
BMH, Inc dba Bingham Memorial Hospital	RPRCRAK000102
Idaho State University	RPRCBPT001301
Idaho State University	RPRMHTM003900
Portneuf Trust (partial/church building only)	RPR4225012607

- 10** 10:02 AM Jensen discussed changes made to the MOU. Klauser reviewed options for funding and budget authority and was instructed to use the litigation line. Bullock moved to accept the changes and approve the MOU. The motion passed.
- 11** 10:03 AM Hough moved to enter into executive session under Idaho Code §74-206(1)(a) & (b) regarding personnel. The motion passed by roll call vote. 10:14 AM Moser moved to exit executive session. The motion passed. Moser moved to allow the exceptional placement request. The motion passed.
- 12** 8:54 AM Hough moved to approve items on the claims agenda. The motion passed.

## Action Item Summary

ACTION/DIRECTION	ASSIGNED TO
Addendum for contract surveyor review specifically for cemetery plat reviews approved to be drawn up to address fee adjustment for special circumstances.	Planning
Field of Heroes scheduled and proclamation to be prepared.	Veterans/Commission
Fee waivers were approved for the ISU Haunted Science Laboratory and Tabernacle Choir Watch Party events. Independent contractor agreement with H208 Excursions was approved for paddle board rentals.	Parks & Rec
Application to the American Falls-Aberdeen Ground Water District was approved for submission.	Parks & Rec/Commission
Floodway evaluation scope from CDM to be submitted for approval.	Landfill

Applications for property tax exemptions were denied for BMH, Inc, Idaho State University, and Portneuf Trust; and applications for Portneuf Health Trust and Historic Old Town Pocatello Foundation were tabled.	Assessor/Treasurer/ Commission/Legal
MOU with developer McCormick Ranches was approved allowing connection to water line.	Planning
Exceptional placement for a new hire was approved following executive session regarding personnel.	HR
Items on the claims agenda were approved.	Auditing/Clerk/Resolution



## MINUTES OF THE BOARD OF BANNOCK COUNTY COMMISSIONERS

### Meeting Details

Date of Meeting:	Tuesday, April 28, 2026
Commissioners present:	Ernie Moser, Jeff Hough, and Ken Bullock
Clerk of the Board:	Jason C. Dixon
Absent Board Members:	
Staff present:	Deputy Clerk Nancy Allen, Comptroller Kristi Klauser, Deputy Prosecutor Jonathan Radford, HR Director Matthew Phillips, PIO Emma Iannacone, and Prosecutor Ian Johnson

### Agenda Details

AGENDA	
	Regular Business Meeting (action items)
	<b>Agenda:</b>
1	<ul style="list-style-type: none"> <li>Indigent Business may require an Executive Session pursuant to Idaho Code §74-206(1)(d) to consider records exempt from public disclosure (action item)</li> </ul>
2	<ul style="list-style-type: none"> <li>Tony Manu, Sheriff, regarding approval of and signature on Consignment Agreement with Prime Time Auctions for disposal of abandoned property (requested 5 minutes) (action item)</li> </ul>
3	<ul style="list-style-type: none"> <li>Buddy Greene, Pastor – Church of the Nazarene, requesting their 2022 and 2023 property taxes, late fees and interest to be waived (action item)</li> </ul>
4	<ul style="list-style-type: none"> <li>Katy Bergholm and Doug Tanner, IDEQ, seeking to provide an update of what is happening in the county as it pertains to DEQ and to answer any questions the Commissioners may have (requested 15 minutes)</li> </ul>
5	<ul style="list-style-type: none"> <li>Kiel Burmester, Public Works, regarding approval of and signature on a Standard Contract Agreement with Dioptra (requested 5 minutes) (action item)</li> </ul>
6	<ul style="list-style-type: none"> <li>Adam McKinney, Emergency Communications, requesting (1) acceptance of and signature on award from BLM for Kinport Lease for 2026, and (2) discussion about Computer Services taking over the 2011 Equinox (requested 5 minutes) (action item)</li> </ul>
7	<ul style="list-style-type: none"> <li>Shanda Crystal, Procurement, seeking to discuss a recommendation to award the Invitation to Bid for Road Striping Materials and Labor (requested 5 minutes) (action item)</li> </ul>
8	<ul style="list-style-type: none"> <li>Kristi Klauser, Auditing, requesting to review budget to actual revenue and expenditures through March 2026 to comply with Idaho Code §31-1611 (requested 10 minutes) (action item)</li> </ul>
9	<ul style="list-style-type: none"> <li>(AMENDED to include) Property Tax Exemption follow-up discussion (action item)</li> </ul>
10	<b>SIGNATURE ONLY (action items):</b> Agreement to Provide Law Enforcement Protection Signature on Property Tax Exemption Letters for parcels approved as of 4/23/26
11	<b>CONSENT AGENDA (action items):</b> <ul style="list-style-type: none"> <li>Manual Checks</li> <li>Alcohol Licenses and Catering Permits</li> <li>Certificate of Residency Approval</li> <li>Personnel Actions with potential Executive Session under Idaho Code §§74-206(1)(a), (b) &amp; (d) for personnel actions or personnel records exempt from disclosure with potential action following adjournment of Executive Session</li> <li>Mileage and Travel Approvals</li> <li>Minutes: Approval of and signature on certification for meeting minutes for April 21, 2026</li> </ul>

## Meeting Notes

- 1 Hough called the meeting to order. Moser moved to accept the amended agenda. The motion passed. There were no indigent business items.
- 2 8:59 AM Evidence Tech Maggie Gutierrez was also present and explained that Bingham County will join the auction that requires selling to an FFL dealer only. Bullock moved to approve the auction agreement. The motion passed.
- 3 9:03 AM Assessor Anita Hymas, Chief Deputy Treasurer Misty Katsilometes, and Treasurer Jennifer Clark also appeared. Greene explained his lack of understanding to apply for the tax exemption, but has filed applications since 2024. He requested mercy and to allow him to fill out the applications to come into compliance. Clark explained these delinquent taxes are from years that applications were not sent out and there were quite a few applicants that missed filing during that time. This particular parcel will be a tax deed issue this year if it is not taken care of. Clark recommended cancellation of the taxes to take care of the tax deed issue. Hymas concurred. Radford explained that I.C. §63-602B requires an application be filed by April 15, but §63-711 allows the Board to consider a hardship request, given that this is a church that serves a need for the community and is facing tax deed. The Board has broad discretion under that statute. The total due is \$5925, of which \$4044.44 is taxes.  
In answer to questions regarding hardship to the church and congregation, Greene explained that paying the delinquent taxes would prevent other things with their tight budget. Community programs offered that could be impacted include a food bank that serves approximately 1,600 people per month, youth activities with about 70 kids per month, and there is a bus stop on the property, so they open a building in the mornings or on cold days and provide refreshments for about 31 kids. The location is in a neighborhood with kids that need guidance and help. Bullock moved to cancel the taxes and interest for 2022 and 2023 [parcels RPRPCPP076200, RPRPCPP076300, RPRPCPP076500, RPRPCPP076000, RPRPCPP076100, and RPRPCPP075900]. The motion passed.
- 4 9:11 AM Bergholm reviewed the 2025 Report to Citizens and reviewed drinking water and wastewater loans and grants. Tanner explained his position is Waste Management and Remediation Manager and reviewed the programs he oversees. DEQ has a good working relationship with the solid waste department. Bergholm addressed questions regarding ground water quality. Nitrate priority areas are on their website. Community drinking water systems are supported by DEQ. Discussion ensued on solar and wind power generation and proper waste product recycling.
- 5 9:30 AM Burmester requested an agreement for survey work on Inman Road going up to trailhead. Homes and traffic in the area have increased and it is a widely used recreation area. The survey would look at the gravel section after the bus turnaround. There are steep sections and the road is narrow. The surrounding owners would be identified in order to know who might need contacted for whatever work may need done toward widening the road. Discussion ensued on potential property easement purchases or gaining permission to work on a property for sloping. Moser moved to approve the contract. The motion passed.
- 6 9:36 AM McKinney reviewed the BLM award for the 2026 lease for usage of the Kinport site. There are private owners with equipment located there that he has been unable to contact. That equipment has been shut off. Bullock moved to approve the contract. The motion passed.  
9:37 AM McKinney requested taking over a vehicle from the motor pool and will budget for maintenance. The Board concurred.
- 7 9:39 AM Public Works Director Kiel Burmester and Assistant Director Buddy Romriell also appeared. Crystal reviewed the bid opening last week and explained a malfunction in the spreadsheet where the amounts for road striping and labor were not totalled. Adding up the labor and material put the bids in at:  
Clear Zone Construction for \$336,671.47  
Curtis Clean Sweep for \$326,680.20  
Idaho Traffic Safety for \$325,923  
Specialized Pavement Marking for \$364,355

The review was completed and it is recommended to award the Road Striping Materials and Labor bid to Idaho Traffic Safety for the lowest bid of \$325,923. Bullock moved to accept the recommendation and award the bid. The motion passed.

- 8** 9:42 AM Klauser reported on budget to actual revenue and expenditures.
- 9** 9:51 AM Assessor Anita Hymas and Chief Deputy Assessor Randy Hobson appeared. Hymas reported more information was requested from Portneuf Health Trust and it appears the information was good. Radford requested a day to review the submission and to look at the statute closer for Historic Old Town.
- 10** 9:53 AM Bullock moved to approve the Agreement to Provide Law Enforcement Protection for the City of Lava Hot Springs. The motion passed.  
9:54 AM Moser moved to sign letters for property tax exemption applications that were approved on 4/23. The motion passed.
- 11** 9:55 AM Bullock moved to approve the items on the consent agenda. The motion passed.  
9:56 AM A separation agreement signed by the other party was presented for signature. Legal review approved the agreement. Moser moved to sign the letter. The motion passed.

## Action Item Summary

ACTION/DIRECTION	ASSIGNED TO
Amended agenda was accepted.	Clerk
Consignment agreement with PrimeTime Auctions was approved.	Sheriff
Delinquent taxes were cancelled due to hardship for parcels RPRPCPP076200, RPRPCPP076300, RPRPCPP076500, RPRPCPP076000, RPRPCPP076100, and RPRPCPP075900.	Treasurer/Assessor/Resolution
DEQ presented its 2025 Report to Citizens.	Commission
Contract with Dioptra for survey work on Inman Road was approved.	Public Works
BLM award for lease of Kinport site was approved.	Emergency Communications
Road Striping Materials and Labor bid was awarded to Idaho Traffic Safety for \$325,923.	Public Works/Procurement
Quarterly budget to actual revenue and expenditures reports were reviewed.	Auditing
Tax exemption applications were tabled.	Assessor
Agreement to Provide Law Enforcement Protection for the City of Lava Hot Springs was approved.	Sheriff
Letters approving tax exemption applications were approved.	Assessor/Commission
Items on the consent agenda were reviewed and approved.	Auditing/Clerk/Resolution
Separation agreement was approved.	HR



## MINUTES OF THE BOARD OF BANNOCK COUNTY COMMISSIONERS

### Meeting Details

Date of Meeting:	Thursday, April 30, 2026
Commissioners present:	Ernie Moser, Jeff Hough (9:21 am), and Ken Bullock
Clerk of the Board:	Jason C. Dixon
Absent Board Members:	
Staff present:	Deputy Clerk Nancy Allen, Comptroller Kristi Klauser, Deputy Prosecutor Jonathan Radford, HR Director Matthew Phillips, and PIO Emma Iannacone

### Agenda Details

AGENDA	
	Work Session and Claims Meeting (action items)
	<b>Agenda:</b>
1	<ul style="list-style-type: none"> <li>Stace Gearhart, Idaho Department of Juvenile Corrections, seeking to provide the annual IDJC report for Bannock County Juvenile Justice (requested 15 minutes) (action item)</li> </ul>
2	<b>BOARD OF AMBULANCE DISTRICT</b>
	<ul style="list-style-type: none"> <li>Ambulance District update (potential action item)</li> </ul>
3	<b>BOARD OF COUNTY COMMISSIONERS</b>
	<ul style="list-style-type: none"> <li>Hal Jensen, Planning and Development, to provide a Planning update (potential action)</li> </ul>
4	<ul style="list-style-type: none"> <li>Scott Crowther, Event Center/Wellness Complex, follow-up conversation about joining the American Falls/Aberdeen Water District and final costs of joining (action item)</li> </ul>
5	<ul style="list-style-type: none"> <li>Signature Only:               <ol style="list-style-type: none"> <li>Ambulance Invoice and Idaho EMS Account III Dedicated Grants Program Accounting Form (action item)</li> <li>Scope of Work for CDM Smith and Task Order 14 (action item)</li> <li>Memo to Authorize Destruction of Documents</li> </ol> </li> </ul>
6	<ul style="list-style-type: none"> <li>Kristi Klauser, Auditing, seeking approval of Quarter One 2026 unemployment with possible Executive Session under Idaho Code §74-206(d) regarding records exempt from public disclosure with potential action following adjournment of Executive Session (requested 5 minutes) (action item)</li> </ul>
7	<ul style="list-style-type: none"> <li>(<b>AMENDED</b> to include) Matthew K. Phillips, Human Resources/Risk Management, regarding a discussion pertaining to potential ancillary property coverage and application for signature with possible Executive Session under Idaho Code §74-206(1)(i) to engage in communications with a representative of the public agency's risk manager or insurance provider to discuss the adjustment of a pending claim or prevention of a claim imminently likely to be filed. The mere presence of a representative of the public agency's risk manager or insurance provider at an executive session does not satisfy this requirement with potential action following adjournment of Executive Session (requested 5 minutes) (action item)</li> </ul>
8	<ul style="list-style-type: none"> <li>(<b>AMENDED</b> to include) Property Tax Exemption discussion (action item)</li> </ul>
9	<b>Claims Agenda:</b>
	<ul style="list-style-type: none"> <li>Board of Ambulance District: Invoices and Commissioner Report</li> <li>Board of Commissioners: Invoices, Commissioners Reports, and Credit Applications</li> <li>Personnel Actions with potential Executive Session under Idaho Code §§74-206(1)(a), (b) &amp; (d) for personnel actions or personnel records exempt from disclosure with potential action following adjournment of Executive Session</li> <li>Payroll Report</li> </ul>

- Alcohol Licenses and Permits
- Certificate of Residency Approval
- Mileage Reimbursement Requests
- Technology Request Form
- Memorandum Authorization for Accounts Payable
- Cardholder User Agreement and Authorization

## Meeting Notes

- 1 8:59 AM Moser called the meeting to order. Bullock moved to approve the amended agenda. The motion passed.  
9:15 AM Matt Olsen, Director of Juvenile Justice and Dustin Bingham District 7 Liaison also appeared. Gearhart reviewed the Annual Idaho Juvenile Justice Report. Discussion included diversion programs.
- 2 9:00 AM Bullock moved to enter into the Ambulance District. The motion passed. Interim Fire Chief Shane Grow, Executive Assistant Autumn Baker, and Pocatello Mayor Mark Dahlquist appeared. Baker clarified the GEMT funds are a Medicaid reimbursement and not a grant. Annual data is submitted for the funds which appear to be ongoing unless legislation changes. The payment to PCG is a percentage of the amount reimbursed. Where the reimbursement received was much higher than anticipated, the PCG percentage budgeted for was not enough. To rectify the shortfall, it was recommended to use funds in the capital line that were budgeted for two cots and loader kits, but those funds were not used due to receiving a grant award. Baker requested consideration of approving the four new positions to begin Academy on May 18 and reduce down to one scheduler. The projection is to staff McCammon Station on July 25 and close the Inkom Ambulance on July 24. Lava and Downey volunteers will remain in service.  
9:05 AM Discussion included communications with volunteers, the contract with the City of Pocatello, and available funding that has not been expended from the budgeted peak hour staffing that was not implemented. Moser expressed appreciation for the efforts in coming up with this plan, and for the volunteers. Bullock moved to approve the recommended plan and open the McCammon ambulance bay with the needed staff, and close the Inkom ambulance service. The motion passed.  
Moser moved to exit the Ambulance District. The motion passed.
- 3 9:30 AM Jensen gave department updates on staffing, workloads, a large conditional use permit for Stanger mine, and reported that 27 building permit applications were filed in the last 10 days.  
9:34 AM Radford explained the ordinance is still in legal review. Legal will be tabling all other projects until the ordinance review is done. There have been several time sensitive issues that have come up that were more pressing. Jensen expressed that a number of the items that have required immediate legal attention have come from his office.  
9:36 AM Jensen reviewed his office is involved with economic development, and expressed some difficulty with other governmental jurisdictions. Jensen was pleased with the DEQ discussion earlier this week regarding community water systems. Data centers and the contract with Pocatello to help with inspections were discussed.
- 4 9:48 AM Crowther explained the cost to join the ground water district that includes a back assessment for two years is \$2,024.27. The check will be delivered today to the district, who will call IDWR. Once that is done, the facility can start watering.
- 5 10:23 AM Moser moved to approve the Ambulance invoice and grants program accounting form, CDM Smith Task Order 14 and scope of work, and a memo to destruct records. The motion passed.
- 6 9:53 AM Klauser reviewed the unemployment billing. Bullock moved to approve the report. The motion passed.
- 7 10:05 AM Phillips reported he is in the process of securing options on liquor liability and special events coverage with the goal of trying to combine those policies. A quote is not ready yet, but Phillips hopes to have it in place before the first event this weekend. With the Board being gone next week, Phillips

requested authorization to bind policies before the events and bring for ratification. Discussion ensued on granting the authority through a resolution. Hough moved to authorize Matt to sign the insurance agreements as discussed and authorize up to \$15,000 for the year. The motion passed.

10:10 AM Hough moved to enter into executive session under Idaho Code §74-2026(1)(i) to engage in communications with a representative of the public agency's risk manager. The motion passed by roll call vote. 10:16 AM Hough moved to exit executive session. The motion passed.

- 8** 9:54 AM Assessor Anita Hymas and Chief Deputy Assessor Randy Hobson appeared. Radford reviewed there are three remaining pending applications and the Prosecutor's Office's recommendations were forwarded to the Board and reiterated it is at the Board's discretion. Bullock moved to authorize the exemption for Historic Old Town Pocatello. The motion passed. Discussion ensued on Portneuf Health Trust's two properties on 11<sup>th</sup> Avenue and 7<sup>th</sup> Avenue. The 11<sup>th</sup> Street property has some renters that do qualify for the exemption and a common area of 35%. Discussion ensued on physicians or those operating for profit not being allowed an exemption. Hough moved to deny the PHT property except for pieces of the property identified by legal and the common area on South 11<sup>th</sup>, and for the South 7<sup>th</sup> property, deny the exemption except the mental health clinic, common area, and free clinic. 10:03 AM Radford clarified the property on 7<sup>th</sup> has the 35% open space, Center for Hope, and Pocatello Free Clinic, and the 11<sup>th</sup> Avenue property has Boys and Girls Club and Friends of the Children. The open space was not included on the 11<sup>th</sup> Avenue property in the recommendation, but the Board can identify sections and percentages. Hough directed to include the Crisis Center in the 7<sup>th</sup> Avenue. Radford will gather the percentages. The motion passed.
- 9** 10:16 AM Hough moved to enter into executive session under Idaho Code §§74-206(1)(a), (b) & (d) regarding personnel. The motion passed by roll call vote. 10:22 AM Hough moved to exit executive session. The motion passed. 10:24 AM Bullock moved to approve the consent agenda items. The motion passed.

## Action Item Summary

ACTION/DIRECTION	ASSIGNED TO
Idaho Department of Juvenile Corrections presented the 2025 Annual Juvenile Justice Report.	Juvenile
Acting as the Ambulance District Board, it was approved to implement plans to increase service to south county, to include hiring four staff to begin Academy using GEMT funds, restructuring the coordinator position, and service from McCammon planned to begin in July with staff and volunteers.	Ambulance
Planning and Development update revealed the office is very busy with, among other things, 27 building permit applications filed in the last 10 days.	Planning
Application and check for \$2,024.27 will be delivered to American Falls-Aberdeen Ground Water District.	Parks and Rec
Accounting form and invoices approved.	Ambulance
Task Order 14 and Scope of Work with CDM Smith were approved.	Landfill
Destruction of documents was approved.	Commission/Resolution
2026 Quarter One unemployment report/billing was approved.	Auditing
Authorization was given to HR/Risk Management to bind liability policy for events up to \$15,000. A resolution delegating authority will be prepared.	HR/Risk Management/Resolution
Executive sessions were held to communicate with the agency's risk manager and to consider personnel matters.	Clerk
Tax exemption was granted for Historic Old Town Pocatello Foundation, and partially approved for PHT properties on 7 <sup>th</sup> and 11 <sup>th</sup> Ave.	Assessor/Treasurer
Items on the consent agenda were approved.	Auditing/Clerk/Resolution