

BINGHAM COUNTY COMMISSIONERS

Whitney Manwaring, Chairman

Eric Jackson

Drew Jensen



Lindsey Gluch, Commission Clerk

501 N. Maple Room 204

Blackfoot, ID 83221

Phone (208) 782-3013

Fax (208) 785-4131

Email: Lgluch@binghamid.gov

Friday, May 1, 2026

- | | | |
|-----------|--|---------------|
| 8:15 a.m. | Approval of Commissioners Agenda. | {ACTION ITEM} |
| 8:15 a.m. | Approval of Cash Warrants, Claims, Administrative Documents and Personnel Action Forms. | {ACTION ITEM} |
| 8:15 a.m. | Approval of Resolution 2026-31, a resolution regarding the destruction Of records for the Sheriffs Office. | {ACTION ITEM} |
| 8:30 a.m. | Request submitted by Travis Butler, Blackfoot River Bowman, in regard to extending the current 5 year lease to a 25 or 30 year lease at the Rose Pond Archery Range in exchange for a lease payment to the county. | {ACTION ITEM} |
| 9:00 a.m. | Prior Approval for purchase of Elevator Service Contract. | {ACTION ITEM} |
| 9:00 a.m. | Prior Approval for purchase of adding insulation foam board under Sidewalk. | {ACTION ITEM} |

“Potato Capital”



Meeting Date: May 1, 2021
Meeting Time: 9:15 am

REQUEST FOR MEETING WITH BINGHAM COUNTY COMMISSIONERS FORM

The Board of County Commissioner's hold meetings various days throughout the week, which are coordinated with the Commission Clerk. Per Idaho Code §74-204(1), the Board cannot hold a meeting without less than 48 hours' notice and posting on the Commission Agenda. Any person(s) needing special accommodations should contact the Lindsey Gluch, Commission Clerk, at (208)785-3013.

Name: **Lindsey Gluch**

Email: **Lgluch@binghamid.gov**

Phone Number: **(208)782-3013**

Address: **501 North Maple, Blackfoot**

1. What is the topic of discussion that you wish the Board to have?
 - a. **Approval of Bingham County Resolution 2026-31, a resolution regarding the destruction of records for the Sheriffs Office.**
2. Approximately how much time will you need for this agenda item?
 - a. **5 minutes**
3. Will you be requesting that the Board make a decision?

Yes.
4. Have all supporting documents been included with this form? If not, please note that your meeting may not be scheduled until all necessary documentation has been provided to the Commission Clerk.

Yes. The proposed Resolution is as attached.
5. Please provide the name and contact information of the individuals that you would like to be invited to the meeting. (Include name, telephone number and email address if known)

N/A

Please hand deliver or email this completed form, along with all supporting documents to Lindsey Gluch at Lgluch@binghamid.gov, at least 24 hours prior to your scheduled meeting time.

**BINGHAM COUNTY
RESOLUTION 2026-31**

**RESOLUTION REGARDING THE DESTRUCTION OF RECORDS
FOR THE SHERIFFS OFFICE**

WHEREAS the Bingham County Sheriffs Office has requested permission to destroy certain records; and

WHEREAS the Idaho Code §31-871 empowers the Board of County Commissioners with the responsibility for classifying records for purposes of retention and destruction; and

WHEREAS the Sheriffs Office has represented that all records for which destruction is sought pertain to matters which have been concluded for the designated period of time allowed in sections of Idaho Code; and

WHEREAS none of the records for which destruction is requested are those required to be kept by the County permanently and indefinitely pursuant to I.C. §31-709;

SHERIFFS OFFICE

See Attached "Exhibit A"

THEREFORE, it is hereby resolved that: The Sheriffs Office files are hereby classified as "temporary," as defined in I.C. §31-871(1)(d). Furthermore, such records may now be destroyed.

Dated this 1st day of May 2026.

BINGHAM COUNTY COMMISSION

Whitney Manwaring, Chairman

Eric Jackson, Commissioner

Drew Jensen, Commissioner

ATTEST:

Pamela W. Eckhardt
Bingham County Clerk



BINGHAM COUNTY
SHERIFF JEFF GARDNER

(208) 785-4440
501 N. MAPLE ST. #405
BLACKFOOT, ID 83221

County Records Destruction list

April 27, 2026

Bingham County Sheriff's Office Records is requesting approval for destruction of the following items:

- Box 1: Jail Jackets # 33989 - 24030
- Box 2: Jail Jackets # 24031 - 24083
- Box 3: Jail Jackets # 24084 - 24114
- Box 4: Jail Jackets # 24115 - 24159
- Box 5: Jail Jackets # 24160 - 24205
- Box 6: Jail Jackets # 24206 - 24269
- Box 7: Jail Jackets # 24270 - 24293
- Box 8: Jail Jackets # 24294 - 24341
- Box 9: Jail Jackets # 24342 - 24384
- Box 10: Jail Jackets # 24285 - 24328
- Box 11: Jail Jackets # 24329 - 24362
- Box 12: Jail Jackets # 24363 - 24416
- Box 13: 1980 DMV Receipts

Kaitlin Smith
Records Clerk

KimberLee Arms
Office Manager



Meeting Date: May 1, 2026
Meeting Time: 8:30 am

Lindsey Gluch

From: no_reply@evo.cloud
Sent: Thursday, April 9, 2026 10:17 AM
To: Lindsey Gluch
Subject: Request for Meeting with Bingham County Commissioners

This is the first time you received an email from this sender (no_reply@evo.cloud). Exercise caution when clicking links, opening attachments or taking further action, before validating its authenticity.

A new submission has been received for Request for Meeting with Bingham County Commissioners at 04/09/2026 10:17 AM

First Name: Travis
Last Name: Butler
Phone: 208-251-9799
Address: 2265 Glady Dr
City: Idaho Falls
State/Province: ID
Email Address: tbutler1221@gmail.com

What is the topic of discussion that you wish the Board to have?:

Blackfoot River Bowmen would like to request a meeting with the commissioners to discuss extending our lease agreement from the current 5-year lease to a 25- or 30-year lease at the rose pond archery range in exchange for a lease payment to the county

Approximately how much time will you need for this agenda item?:

15 to 20 minutes

Will you be requesting that the Board make a decision?:

yes

Have all supporting documents been included with this form? If not, please note that your meeting may not be scheduled until all necessary documentation has been provided to the Commission Clerk. :

Supporting documents will be e-mailed to Commission Clerk

Please provide the name and contact information of the individuals that you would like to be invited to the meeting. (Include name, telephone number and email address if known) :

Dallin Waddoups 208-680-1651 Teresa Reynolds 208-390-6721 Karen Hoag 208-357-6394 Kiley Brown 801-691-9386



REAL ESTATE LEASE AGREEMENT

THIS AGREEMENT made and entered into on this 31 day of March, 2023, between BINGHAM COUNTY, a governmental entity located at 501 N. Maple, Blackfoot, Idaho, 83221, (hereafter referred to as "LESSOR") and Blackfoot River Bowman, of Blackfoot, Bingham County, Idaho. (hereafter referred to as "LESSEE"),

WITNESSETH:

WHEREAS, the LESSOR is the owner of certain real property located

LEGAL DESCRIPTION

That portion of Lot 9 of Section 13, Township 2 South, Range 35 East Boise Meridian Bingham County, Idaho lying South of the South shoreline of Rose Lake and East of The North/South roadway which lies in the Westerly half of Lot 9.

WHEREAS, LESSEE(S) is desirous of leasing said real property from the LESSOR for the purpose of an Archery Range.

NOW THEREFORE, in consideration of the mutual covenants and conditions and promises as hereinafter set forth, it is hereby agreed as follows:

1. **LEASE OF PROPERTY:** The LESSOR hereby leases to the LESSEE(S) the following real property located in Bingham County, Idaho and described as follows: That portion of Lot 9 of Section 13, Township 2 South, Range 35 East Boise Meridian, Bingham County, Idaho lying South of the South shoreline of Rose Lake and East of The North/South roadway which lies in the Westerly half of Lot
2. **TERM:** The initial term of this lease is for a period of five (5) years commencing on April 1, 2023 and terminating on April 1, 2028 unless terminated sooner. This agreement will automatically renew under the same terms unless either party notifies the other party in writing that it does not intend to renew at least thirty (30) days before April 1, 2028. Either party may terminate this agreement at any time, without cause, by providing written notice to the non-terminating part at the address listed below at least sixty (60) days prior to the desired date of termination.
3. **RENT:** LESSEE(S) agrees to pay LESSOR rent in the amount of one dollar (\$1.00) for the term of the lease, payable within 30 days of the signing of this lease. If actual used acreage is reduced by choice of LESSEE(S) the lease amount will remain the same.
4. **REDUCTION OF ACREAGE:** The parties acknowledge that the LESSOR reserves the right to use portions of the property as needed. The LESSOR must provide written notice to the LESSEE(S) by October 1st the prior year of any change to be made in the number of acres needed for its operations.
5. **WATER RIGHTS:** The area may have ground water rights. LESSOR will pay the water taxes/fee associated with the property.
6. **ENTRY BY LESSOR:** LESSOR shall have the right to enter the leased premises at any reasonable time to examine the same and determine the maintenance and state of repair. LESSOR reserves the right of ingress and egress to and from said property for the purpose of inspection and repair, if necessary, of the river bank, at all reasonable times during the term of this Lease.
7. **EXPENSES:** LESSEE(S) is (are) responsible for all operating expenses of its archery operation. When LESSEE leaves the demised premises he will not be reimbursed for improvements made to the premises by him unless written agreement to reimburse LESSEE for such improvements has been given by LESSOR prior to LESSEE making such improvements.
8. **SUBLEASING:** LESSEE shall not assign this Lease or sublet said premises, or any part thereof, without first having obtained the written consent of the LESSOR.

9. **INSURANCE:** LESSEE(S) agree(s) to obtain and keep in force during the entirety of the duration of this agreement, a comprehensive general liability insurance policy in the minimum amount of \$1,000,000.00 (one million dollars) which shall name and protect LESSEE(S), all LESSEE(S) employees, LESSOR, and LESSOR'S officers, agents and employees from and against any and all claims, losses, actions, and judgments for damages or injury to persons or property arising out of or in connection with LESSEE'S act. LESSEE shall provide proof of liability coverage as set forth above to LESSOR prior to commencing its performance as herein provided and shall provide LESSOR with this proof from time to time as requested. A failure of LESSEE(S) to maintain such insurance will be deemed a material breach of this contract.
10. **INDEMNIFICATION:** LESSEE(S) agree(s) to indemnify, defend, and hold harmless the LESSOR, its officers, agents, and employees, from and against any and all claims, losses, actions, or judgments for damages or injury to persons or property arising out of or in connection with the acts and/or any performances or activities of LESSEE(S), LESSEE'S agents, employees, or representatives under this Agreement.
11. **TAXES AND INSURANCE:** The LESSOR shall be responsible for any and all real or personal property taxes and any personal property insurance that LESSOR deems necessary on the property.
12. **REPAIRS:** LESSOR will cover any costs exceeding \$500.00 if it is an act of God or vandalism. The LESSEE(S) agree(s) to be responsible for draining the water from the mainline at the end of each season and for damages which are intentionally, recklessly or negligently caused by LESSEE(S).
13. **FIXTURES:** LESSEE(S) shall not erect any structures, buildings, or fixtures on the property without obtaining prior written consent from the LESSOR.
14. **CHARACTER OF OCCUPANCY:** It is understood between the parties that the leased premises are to be used by LESSEE(S) as their archery operation.
15. **HAZARDOUS WASTE:** LESSEE(S) agree(s) not to store, generate, or otherwise use or bring upon the property any hazardous waste as defined by federal, state or local laws or regulations. This provision does not exclude LESSEE(S) from the use of fertilizers and chemicals and other materials commonly used in weed control.
16. **DEFAULT:** If LESSEE(S) fail(s) to comply with any of the terms of this agreement, LESSOR shall serve upon LESSEE(S) notice of LESSEE'S default. If LESSEE(S) fail(s) to cure the default within thirty (30) days of completion of notice, LESSOR, at its option and in addition to all other legal and equitable remedies, may declare this lease forfeited and terminated and re-enter and repossess the leased premises. Upon such forfeiture and termination, all right of LESSEE(S) under this agreement shall immediately terminate. Provided, however, that nothing herein shall be considered an election of remedies or limitation of damages.
17. **ATTORNEY FEES:** If an action is brought to enforce the terms or provisions of this lease, or to enforce forfeiture for default, or to collect damages for breach, the prevailing party in such action shall be entitled to recover from the losing party reasonable attorney fees together with costs authorized by law.
18. **SERVICE OF NOTICES:** Any notice may be served upon LESSOR by certified mail at 501 North Maple Street, Blackfoot, Idaho 83221, and any notice may be served upon LESSEE(S) by certified mail at PO 683 Blackfoot, Id 83221. Service of a notice by certified mail shall be deemed complete upon the date of the postmark by certified mail. Either party may change the address for services of notice by written notice to the other party.
19. **AUTHORIZED AGENT:** Signers of this agreement are authorized to bind their companies as authorized agents.
20. **ENTIRE AGREEMENT:** This is the entire agreement of the parties and can only be modified or amended in writing by the parties.
21. **SEVERABILITY:** The Parties acknowledge that this Agreement is reasonable, valid, and enforceable; however, if any part of this Agreement is held by a court of competent jurisdiction to be invalid, it is the intent of the Parties that such provision be reduced in scope only to the extent deemed necessary to render the provision reasonable and enforceable and the remainder of the provisions of this Agreement will in no

way be affected or invalidated as a result. Where any provision in this Agreement is found to be unenforceable, LESSOR and LESSEE will then make reasonable efforts to replace the invalid or unenforceable provision with a valid and enforceable substitute provision, the effect of which is as close as possible to the intended effect of the original invalid or unenforceable provision.

22. LESSOR and LESSEE represent and warrant to each other that at the date of the execution hereof, the person signing on behalf of each party, has full power and authority to execute this Lease and to perform such party's obligations hereunder, and if either party is a corporation or other legal entity, all necessary action to authorize this transaction have been taken.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed on the date herein and will supersede and void all prior arrangements and contracts between the parties first above written.

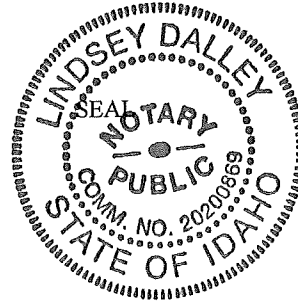
Travis Butler
LESSEE
Blackfoot River Bowman

Whitney Manwaring
LESSOR
Whitney Manwaring, Chairman
Board of Bingham County Commissioners

State of Idaho)
S.S.
County of Bingham)

I, Lindsey Dalley, a notary public, do hereby certify that on this 21 day of March, 2023, personally appeared before me Whitney Manwaring who being by me first duly sworn, declared that he is the Chairman of the Board of Bingham County Commissioners of Bingham County, that he signed the foregoing document as Chairman of the Board of County Commissioners, of Bingham County, and that the statements therein contained are true.

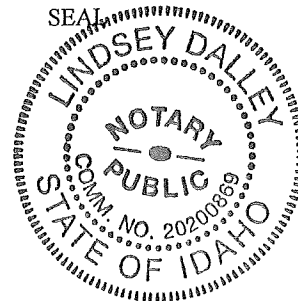
Lindsey Dalley
Notary Public
My Commission Expires: 3/2/2026



State of Idaho)
S.S.
County of Bingham)

On this 21 day of March, in the year 2023, before me Lindsey Dalley, a notary public, personally appeared Travis Butler, proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same.

Lindsey Dalley
Notary Public
My Commission Expires: 3/2/2026





Meeting Date: May 1, 2026
Meeting Time: 9:00 am

REQUEST FOR MEETING WITH BINGHAM COUNTY COMMISSIONERS FORM

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Name: **Lindsey Gluch (On behalf of Jason Marlow- Facilities Manager)**

Email: **Lgluch@binghamid.gov**

Phone Number: **(208)782-3013**

Address: **501 North Maple, Blackfoot**

1. What is the topic of discussion that you wish the Board to have?
 - a. **Prior approval for purchase of adding insulation foam board under sidewalk & Prior approval for purchase of Elevator Contract.**
2. Approximately how much time will you need for this agenda item?
 - a. **30 minutes**
3. Will you be requesting that the Board make a decision?

Yes.
4. Have all supporting documents been included with this form? If not, please note that your meeting may not be scheduled until all necessary documentation has been provided to the Commission Clerk.

Yes.
5. Please provide the name and contact information of the individuals that you would like to be invited to the meeting. (Include name, telephone number and email address if known)

Jason Marlow

Paul Rogers

Please hand deliver or email this completed form, along with all supporting documents to Lindsey Gluch at Lgluch@binghamid.gov, at least 24 hours prior to your scheduled meeting time.

Bingham County
Prior Approval For Purchase
(Please provide documentation)

Idaho Code §67-28 PURCHASING BY POLITICAL SUBDIVISIONS

Department: Maintenance

Date: 4/23/2026

Submitted By: Jason Marlow

To be purchased: Elevator service contract

Justification: Idaho State requires services based on elevator use and annual certifications. Getting a contract would save us money for these services.

Estimated Cost: Contract for Bi Annual Preventatives and Annual Certifications

	Contract	Travel	Hr	OvrTime	
Rise-	\$2,500	\$150	\$200	\$353	Boise
Northwest-	\$2,200	\$200	\$350	\$525	Idaho Falls
Young-	\$2,976	\$	\$	\$	
Schindler-	\$2,431.08	\$	\$	\$	Pocatello

Total:> \$ 2,200 per year.

Fund(s) to be paid from: 0494-0000 Building & Fixtures

Approved

Denied

Approved/Denied By:

Whitney Manwaring, Chairman Date

Eric Jackson, Commissioner Date

Drew Jensen, Commissioner Date



Page 1
Date 01/27/2026
Your Credit Rep is ar.inquiry@schindler.com
Can be reached at 888-599-3860
Our account no. with you 3032233

BINGHAM COUNTY COURTHOUSE
ERIC JACKSON
501 N MAPLE ST
BLACKFOOT ID 83221-1700

Please remit your payment to:
Schindler Elevator Corporation
P.O. Box 70433
Chicago, IL 60673-0433
For ACH/Wires - send remittance
details to CASH-APP@US.SCHINDLER.COM

2nd dunning letter

Dear Sir/Madam,

We have already sent you a reminder about the due date of our invoices. Until now, however, we are unable to find any record of the incoming payment at the due date.

Please transfer these overdue amounts immediately.
If this dunning letter is again unsuccessful, we will unfortunately have to calculate interest on arrears.

To request invoice copies ONLY use email ar.inquiry@schindler.com,
All other inquiries please reach out to your assigned credit rep.

Sincerely,

Invoice Number	Invoice Date	Amount	Due Date	Days Past Due
4626239548 N MAPLE ST 501 , 83221-1700 BLACKFOOT	12/03/2025	2,431.08	01/02/2026	25
Total of due items		USD 2,431.08		
Balance of account		USD 2,431.08		

PREVENTATIVE MAINTENANCE AGREEMENT



Young Elevator Inc.

Family Owned Since 1995

ELEVATOR MAINTENANCE PROPOSAL

PROPOSAL DATE: April 21, 2026

PRESENTED TO: Jason Marlow
Bingham County
(Hereinafter Purchaser)

FROM: Young Elevator, Inc.
(208) 544-8052
1415 Lauren Ln #101
Caldwell, ID 83605
(Hereinafter Company)

The Company agrees to service the elevator equipment described herein on the following terms and conditions in the Purchaser's building located at: Bingham County Courthouse 501 N. Maple St. Blackfoot, ID 83221

Qty	Manufacturer	Type	Capacity	State No.	Landings/Opening
2	SCH	Hydraulic Passenger		H003097 H003098	2 Stops/2 Front, 0 Rear Openings

COMPANY'S SCOPE OF WORK

- Our Maintenance Agreement provides for annual routine service including inspection, lubrication, and minor adjustments. Parts, call backs, and repairs are not covered and will be invoiced at our standard hourly rate.
- Service Visit Includes: checking the pump unit operation, oil level, controller operation, controller connections, machine room condition; clean machine room, pit, car top, door operating devises, door sill; check ride quality, check emergency backup batteries and phone line; test fire recall, lube guide rails as needed, terminal switches, car door operator, landing door hardware.
- Price includes Annual Testing
- 24/7 Emergency Phone Monitoring

PURCHASER'S RESPONSIBILITIES

1. Possession or control of the equipment shall remain exclusively yours as owner, lessee, possessor or custodian.
2. Your responsibility includes, but is not limited to, instructing or warning passengers in the proper use of the equipment, taking the equipment out of service when it becomes unsafe or operates in a manner that might cause injury to a user, promptly reporting to us any accidents or any condition which may need attention and maintaining surveillance of the equipment for such purposes.
3. You will provide us unrestricted access to the equipment, and a safe workplace for our employees.
4. You will keep the pits and the machine rooms clear and free of water and trash and not permit them to be used for storage; and provide supply power of proper voltage and free of aberrations.
5. You agree that you will not permit others to make changes, adjustments, tests, additions, repairs or replacements to the equipment.
6. You will provide us with wiring diagrams, operation and maintenance manuals and any other original manufacturer information and equipment necessary to maintain the machinery.
7. You will ensure that machine rooms are properly ventilated, and humidity and temperature controlled in the 55 - 80 Degrees Fahrenheit range as mandated by ANSI A17.1 Handbook.

HOURS OF SERVICE

All work will be performed during the regular working hours of the regular working days of the elevator trade (7am-3:30pm), unless otherwise specified below.

TESTS

The Company shall not as a part of this agreement, be required to make tests as set forth in the edition of American National Standard Safety Code for Elevators and Escalators (ANSI A17.1) in effect at the time this agreement is entered into unless specified in the scope of work.

SPECIAL PROVISIONS

This agreement, after acceptance, is agreed as being entered into, and **service shall commence on, _____** and continue until terminated by either party at the end of the fifth year or at the end of any subsequent five year term by giving the other party written notice of not less than (60) days prior to the end of the term.

PRICE

Total Annual Price: \$1488.00 per elevator

Payments may be made in full annually or broken down into monthly or quarterly payments.
Proposal price valid for 90 days.

PRICE ADJUSTMENTS

The agreement price shall be increased or decreased as soon as practicable after an increase or decrease in labor rates by the percentage of increase or decrease in the then current straight time hourly rate for Elevator Constructor Mechanics in the locality where the equipment is maintained. The straight time hourly rate for Elevator Constructor Mechanics shall be the actual hourly rate paid to such mechanics, plus payroll taxes, insurance and fringe benefits which include, but are not limited to, travel, per diem, pensions, vacations and paid holidays.

ACCEPTANCE

This proposal, when accepted by you, including the terms and the exclusions on page two (2) and three (3) hereof and approved by a Company officer, shall constitute the contract between us, and all prior representations or agreements not incorporated herein are superseded.

Should this proposal meet your acceptance, please sign below and return by email or mail. Docusign available upon request.

Thank you for the opportunity to provide our proposal. Please contact us at any time with questions.

Proposed for:

Accepted _____
Legal Name of Purchaser

Address _____

By _____
Purchaser or Authorized Agent
Title _____
Date _____

Prepared by:
Young Elevator, Inc.

By _____
Kristina Chavez
Title _____
President

Date Submitted _____ April 21, 2026 _____

Accepted for:
Young Elevator, Inc.

By _____
Kristina Chavez
Title _____
President
Date _____

Kind regards,

Kristie Chavez
President
208-544-8052
1415 Lauren Ln Ste 101
Caldwell, ID 83605
kristie@youngelevatorinc.com

TERMS AND CONDITIONS

The Company shall not be held responsible or liable for any loss, damage, detention, or delay caused by accidents, strikes, lockouts, fire, floods, acts of civil or military authorities, or by insurrection or riot, or by any other cause which is beyond its reasonable control. In no event shall the Company be liable vicariously or for consequential damages or for disposal of hazardous waste materials. No work, service or liability on the Company other than that specifically mentioned herein is intended. The Company shall not be liable for any environmental/ecological reporting, testing, cleaning, or rehabilitation dictated by any agency or party for any reason. If such action is required, the Company shall be fully compensated by the Purchaser.

Purchaser's equipment, as is any other electromechanical equipment, is subject to wear and tear, deterioration and malfunction through use, abuse, wear, contamination and other forces beyond the control of Company. While this agreement is designed to reduce the wear and prolong the useful life of such equipment, Company makes no representation that such equipment will not break down or malfunction, and Purchaser shall hold Company harmless from any such event or actions arising therefrom.

The Purchaser will indemnify, defend, save harmless and insure Company as an additional insured on Purchaser's policies against all claims, demands, and liability for damages, including attorney's fees and costs, for death or bodily injury to persons or for injury to property arising out of or connected with the use of the elevator. However, this indemnity will not extend to any loss, damage or expense arising out of the negligence or willful misconduct of Company or its employees while at the Purchaser's site.

At any time the Company's serviceman is servicing the equipment, the Company is asserting possession and control only over the specific component being serviced at any given moment, and possession and control of the remainder of the equipment shall remain with the Purchaser. The Company shall not be responsible for any situation that may occur that cannot be revealed by ordinary visual inspections while Company is at Purchaser's site.

In the event the Purchaser fails to give the Company immediate verbal and confirming written notice within twenty four hours of any accident, alteration or change affecting the equipment; fails to immediately discontinue use of the equipment known or suspected to be faulty; or fails to maintain surveillance of the equipment in order to detect faulty operation, then Purchaser will be held responsible for any and all damages, injury and liability as a result of said failure. This notice requirement is to be strictly construed and any failure to comply with this requirement will serve to hold the Purchaser and its insurer liable for any and all damages or injuries, which result therefrom.

In the event Company gives Purchaser notice of, or Purchaser fails to have any unsafe conditions corrected, Company shall have no further obligation to perform under this contract and such failure to correct shall be deemed a material breach of this contract by Purchaser.

In the event of sale, lease or other transfer of the elevators or other equipment described herein, or the premises in which they are located, or a change in the paying party, the Purchaser agrees to see that such transferee or alternate payment party is made aware of this contract and assumes and agrees to be bound by the terms hereof for the balance of the contract term and subject to termination as herein provided, or otherwise be liable for the full unpaid balance due for the unexpired term of the contract; provided however, that in any such case the Company may in its sole discretion terminate the above contract with any such successor at any time upon (30) days advance notice in writing. The contract price is a unit amount for the entire contract period subject to interest and escalation adjustments. Monthly payments are only for Purchaser's convenience.

In the event of breach of this contract, including the failure by Purchaser to pay the price when due, the Company may at its option declare all sums due or to be become due under this contract for the unexpired term of the contract immediately due and payable, and Purchaser agrees that the Company is discharged from any further obligations to perform. Any monies due shall bear interest at the maximum rate allowed by law. Interest when not paid shall compound where permitted by law. In the event legal or other action is instituted by the Company to collect any money due it under this contract or damages for its breach, it shall be entitled to recover all third party collection expenses, attorney's fees and costs incurred by it with interest in conjunction with such action whether or not a lawsuit is filed or concluded. In the event of an actual or alleged default by Company, Purchaser shall give Company a ten-day written notice and if Company fails to cure or commence action to cure within such period, Purchaser may, upon an additional three days written notice, terminate this agreement.

Disputes will be resolved to the maximum extent possible by good faith negotiations. If a dispute is not settled, then any controversy or claim arising out of or relating to this contract shall be settled in accordance with the Commercial Arbitration rules of the American Arbitration Association and judgment upon the award may be entered in any court having jurisdiction thereof. In cases of monetary disputes, the parties shall each make their "best and final" offers and the Arbitrator(s) shall elect either one or the other of the offers without proration. The non-prevailing party shall pay the Arbitrator(s) fees. During the pendency of such dispute, Purchaser will pay Company any undisputed sums or if same be in dispute such reasonable value as would normally be attributable to the work and the final value of the work including the disputed amounts if the dispute is ruled in Company's favor. If the disputed amount(s) are not so decided in Company's favor, then Company shall remit back to Purchaser any excess sums paid. In the event the Purchaser's acceptance is in the form of a purchase order or other kind of document, the provisions, terms and conditions of this Agreement shall govern in the event of conflict.

EXCLUSIONS

The following items are not included in this contract: maintaining, refinishing, repairing or replacement of any components of the elevator cab, its floors, floor covering, sills, handrails, ceiling etc.; the hoistway enclosures, doors, frames and sills or other portions of the equipment subject to public abuse; hydraulic cylinders, casings, hydraulic piping, cathodic protection systems; replacement of any light bulbs, fluorescent tubes and associated fixtures used for cab illumination; batteries for emergency lighting, any power units or components installed or connected for emergency standby power use; main line power switches, breakers and feeders to control equipment; or obsolete equipment which is no longer regularly available through normal supply sources. If the original equipment was not manufactured or installed by Company, or was provided by Purchaser (such as, but not limited to: alarm, security, intercom or other systems), any problems with design, material or workmanship are specially excluded from coverage under this agreement. If the elevators are equipped with a fireman's control feature, the Company will not be responsible for the maintenance or functioning of the smoke and/or heat detectors/sensors.

Repairs or renewals necessitated by ordinary wear and tear only shall apply to this contract, and the Company shall not be required to make adjustments, repairs or renewals necessitated by reason of negligence on the part of others, misuse of the equipment, environmental conditions including leakage, or by reason of any other cause beyond the Company's control. In the event tests are required by contract, Purchaser understands that the test impose upon the equipment greater strains than those arising from normal operation. Therefore, it is agreed that in making such tests, the Company shall not be held liable for leakage, loss, damage, injury or destruction of persons or property, except those of the Company, because of the of the action or failure of any of these devices. If repairs are necessary before or after such tests to meet code or performance requirements, such work shall be considered as an extra to this contract and payable as a separate order. The Company is not obligated to install new attachments on the elevator, make new or different tests or do other things not required by governmental regulations in effect on the date this contract was first entered into whether or not recommended or directed by insurance companies or by governmental authorities, nor make any replacements with parts of a different design unless agreed to separately in writing.



ELEVATOR OIL & GREASE SERVICE AGREEMENT

Customer Name: Jason Marlow Date: 4/20/2026

Property / Building Name: Bingham County Courthouse

Service Address: 501 N Maple St. Blackfoot, Id 83221

EQUIPMENT COVERED

Number of Elevators: 2 Elevator Type(s): Schindler Hydraulic

Controller Type(s): 330A

SERVICE SCOPE – OIL & GREASE (LIMITED PREVENTIVE MAINTENANCE)

This Agreement provides limited preventive maintenance consisting of Oil & Grease (O&G) service only.

Services performed during scheduled visits include, but are not limited to:

- Lubrication of all manufacturer-recommended grease and oil points
- Cleaning of door tracks, sills, and rollers
- Cleaning and lubrication of door operator components
- Inspection and lubrication of rollers, sheaves, bearings, and guides
- Minor operational adjustments necessary to support proper lubrication
- Checking oil levels and replenishment where applicable
- Basic visual inspection of accessible mechanical components
- Identification and reporting of observed deficiencies or safety concerns

This service is intended to reduce wear and support reliable elevator operation.

SERVICE FREQUENCY

Oil & Grease service shall be performed four (4) times per year at approximately quarterly intervals.



IMPORTANT LIMITATIONS & BILLABLE WORK

The following items are not included in this O&G Agreement:

- Repairs or replacement of parts
- Electrical or mechanical troubleshooting
- Door repairs beyond minor adjustments related to lubrication
- Callbacks, breakdowns, or emergency responses
- Code compliance upgrades or modifications

All excluded services shall be billed separately in accordance with the rates listed below.

BILLABLE LABOR RATES (NOT INCLUDED IN O&G SERVICE)

Regular Hourly Rate (\$/hr): \$200 Travel billed at \$150

After-Hours / Overtime Rate (\$/hr): \$353

TESTING – ELEVATOR COMPLIANCE

All required annual elevator inspections shall be coordinated in accordance with the Authority Having Jurisdiction (AHJ).

Five (5) Year Testing Cost (\$): \$2500

TERM & EFFECTIVE DATE

Effective on the date of last signature and valid for a three (1) year term.

PRICING & BILLING OPTIONS

Quarterly Billing (Selected Option)

Quarterly O&G Service Price (\$ / quarter): \$600

Annual Billing (Selected Option)

Annual O&G Service Price (\$): \$2400

ACCEPTANCE

Customer Printed Name: Rise Elevator Printed Name: Jason Terry

Customer Signature: Rise Elevator Signature:

Date: Date: