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Commissioners' Agenda

The Board of County Commissioners (BOCC) is comprised of the three elected County Commissioners: Ernie Moser (District 1), Jeff Hough (District 2, Chair), and Ken Bullock (District 3). The BOCC generally meets twice weekly: **Tuesdays & Thursdays at 9:00 a.m.** Unless otherwise noted, meetings are generally held in the Commissioner's Chambers at 624 E Center, Room 212, Pocatello, Idaho. During these public meetings, the BOCC may approve contracts, expend funds, hear testimony, make decisions on land use cases, and take care of other County matters.

Times are subject to change within 15 minutes of the stated time.

Tuesday, April 8, 2025

9:00 AM Business Meeting (action items)

Agenda:

- Indigent Business may require an Executive Session pursuant to Idaho Code §74-206(1)(d) to consider records exempt from public disclosure (action item)
- Todd Mauger, Juvenile Justice, seeking approval of and signature on (1) Master Affiliation Agreement with Boise State University, and (2) Affiliation Agreement with Idaho State University (requested 5 minutes) (action item)
- Jared Marchand, Treatment Court, requesting financial support to send 5 employees to the National Emerging Drug Trends Conference (requesting 5 minutes) (action item)
- Buddy Romriell, Public Works, regarding approval and potential signature on a rental agreement with Specialty Construction Supply (requested 5 minutes) (action item)
- Anita Hymas, Assessor, seeking to discuss property values (requested 15 minutes) (action item)
- Kristi Klauser, Auditing, seeking to requesting approval of unemployment for Quarter 1 of 2025 with possible Executive Session under Idaho Code §74-206(1)(d) to consider records that are exempt from disclosure as provided in chapter 1, title 74, Idaho Code with potential action following the adjournment of Executive Session (requested 5 minutes) (action item)

RESOLUTIONS AND ORDINANCES (action items):

Resolution No. 2025-31 Denying Petition to Validate Lower Rock Creek Road

LETTERS AND NOTICES (action items):

SIGNATURE ONLY (action items):**CONSENT AGENDA (action items):**

- Manual Checks
- Alcohol Licenses and Catering Permits
- Certificate of Residency Approval
- Salary Rate Approval Forms/Notice of Separation with Potential Executive Session under Idaho Code §74-206(1)(a)&(b) regarding personnel with potential action following adjournment of Executive Session
- Technology Forms
- Minutes: Approval of Meeting Minutes for March 27, April 1 and April 3, 2025, and Certificate of Said Minutes

BANNOCK COUNTY COMMISSIONERS

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



ERNIE MOSER
 Commissioner
 1st District

JEFF HOUGH
 Commissioner
 2nd District

KEN BULLOCK
 Commissioner
 3rd District

Business Meeting Agenda Request Form

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

Requestor Name:

Kristi Klauser

Department:

Auditing

Requestor Email:

kristik@bannockcounty.us

Item(s) to be considered:

Review and approve unemployment for quarter 1 2025. This may require executive session under IC 74-206(d)

Date of meeting being requested:

04/08/2025

Time requested:

5 Minutes

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

No

Contract/Agreement Begin Date:

Contract/Agreement End Date:

List of additional attendees:

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



ERNE MOSER
Commissioner
1st District

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2nd District

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Requestor Name:

Todd Mauger

Department:

Bannock County Juvenile Justice

Requestor Email:

Toddm@bannockcounty.gov

Item(s) to be considered:

- 1) Agreement and Signature-Boise State University- Boise State College of Health Sciences Master Affiliation Agreement
- 2) Agreement and Signature- Idaho State University- Kasiska Division of Health Sciences Program Affiliation Agreement

Date of meeting being requested:

04/08/2025

Time requested:

5 Minutes

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

Agreement

Contract/Agreement Begin Date:

04/15/2025

Contract/Agreement End Date:

04/15/2026

List of additional attendees:

Todd Mauger



BOISE STATE UNIVERSITY
COLLEGE OF HEALTH SCIENCES

BOISE STATE COLLEGE OF HEALTH SCIENCES

MASTER AFFILIATION AGREEMENT

This AFFILIATION AGREEMENT ("**Agreement**"), effective the **15th day of April 2025** ("**Effective Date**") is by and between Boise State University by and through its College of Health Sciences, a State of Idaho public institution of higher education ("**Boise State**" or "**University**"), having its principal offices located at 1910 University Drive, Boise Idaho, 83725 and **Bannock County Juvenile Justice: The Village, a Place for Youth and Families**, a County Government, located at **345 North 5th Pocatello Idaho, 83201 and 624 East Center Street Room 101, Pocatello Idaho 83201** ("**Facility**"). Boise State and Facility are collectively referred to herein as the "Parties," each individually a "Party."

WHEREAS, the parties periodically desire to provide Boise State students enrolled in various programs within Boise State's College of Health Sciences ("**Trainees**") with educational and/or clinical experiences by establishing one or more educational and/or clinical experience programs in a health care setting at Facility.

NOW, THEREFORE, in consideration of the mutual promises herein, Boise State and Facility hereby agree to establish and implement Programs during the terms of this Agreement subject to the following terms and conditions:

1. **PARTICIPATING PROGRAMS:** This Agreement shall apply to Trainees from the University's College of Health Sciences programs (the "**Program(s)**").
2. **TERM:** This Agreement will be effective for a term of five (5) years commencing on the Effective Date ("**Term**"). Either Party may terminate this Agreement without cause during the Term by giving the other Party one hundred eighty (180) days' prior written notice of its intention to terminate. If such notice is given, this Agreement will terminate: (a) at the end of such one hundred eighty (180) days; or (b) when all Trainees participating in a Program at the time such notice is given have completed their respective courses of study under the Program, whichever event occurs last.
3. **MUTUAL RESPONSIBILITIES:** The Parties will fully cooperate with one another throughout the term of this Agreement to facilitate the successful operation of all Programs. Except for specific acts to be performed by the other party pursuant to the provisions of this Agreement, Boise State and Facility each agree to furnish the premises, personnel, services, and all other items necessary for each Program. In connection with all Programs established hereunder:
 - (a) Each Party shall designate an official to represent such Party in coordinating each Program (the "**Liaison**") and each Party's Liaison shall serve as the primary contact with regard to each Program. For Social Work programs, Facility shall also designate a field

instructor/preceptor with the responsibility of supervision of Trainees, which Facility Preceptor shall meet all standards established by the appropriate accrediting body, including appropriate licensure in good-standing. For Athletic Training Programs coordinated through the Department of Kinesiology, the Facility must designate a staff member to serve as the Liaison that shall also be responsible for supervision of the assigned student(s) and planning and implementation of the assigned student(s)' clinical experience, subject to the University's approval, provided that such Liaison shall meet the standards established by the Commission on Accreditation of Athletic Training Education (CAATE) for "Preceptor," which includes: (1) being credentialed/licensed (in-good standing) as an athletic trainer or other health care professional, and (2) receive planned and on-going education (preceptor training) from the program designed to promote a constructive learning environment. For the Genetic Counseling Program, Facility shall also designate clinical supervisors/preceptors with the responsibility of supervision of Trainees, which Facility Preceptor shall meet all standards established by the appropriate accrediting body, including appropriate licensure in good-standing.

- (b) The Parties will mutually agree prior to each semester on the number of Trainees eligible to participate in the Program and the period of time spent for each Trainee participating in the Program. The schedule, contents, objectives and goals of the Program will be arranged in cooperation between the Liaisons or their designees.
- (c) Each Party will comply with all applicable federal, state, and municipal laws, ordinances, rules, and regulations; comply with all applicable requirements of any accreditation authority; and cooperate with the other Party's efforts to comply, and certify such compliance upon request.
- (d) Each Party shall obtain and maintain any current licenses, certifications, or authorizations necessary to perform each Party's obligations.
- (e) Neither Party will discriminate in the assignment of Trainees or in any other manner during the term of this Agreement or any Program Agreement on the basis of race, color, religion, age, national origin, sex, sexual orientation, gender identity, national origin, disability, income, protected veteran status, genetic information, limited English proficiency, or any other status protected by applicable federal, state, or local law.
- (f) The Parties shall work together to make reasonable accommodations for any Trainees or applicants for a Program as may be required by the provisions of the Americans with Disabilities Act or Section 504 of the Rehabilitation Act or applicable University policy.
- (g) Each Party shall permit the authority responsible for accreditation of Boise State's curriculum to inspect the facilities, services, and other items for purposes of the Program.

4. BOISE STATE RESPONSIBILITIES: In connection with all Programs established hereunder, the University shall have the following responsibilities:

- (a) University shall retain complete responsibility and authority over all academic aspects of the Program, including planning and implementing curriculum for its students. University shall conduct evaluations, maintain all grades and records, and conduct any University disciplinary processes in the regular course of its business of educating its students

- (including Trainees) and in accordance with all applicable University policies and procedures.
- (b) University shall determine the adequacy of the educational experience of students in theoretical background, basic skill, professional ethics, attitude and behavior and will refer Trainees to Facility who have satisfactorily completed the prerequisite didactic portions of the University's curriculum. Further, University shall identify and refer to Facility only Trainees that are qualified to participate in the Program. To be qualified, all Trainees shall (i) be a student in good standing with the University; (ii) have successfully passed a background check performed by the University or a qualified agency contracted by the University and in accordance with the College of Health Sciences standard background check procedures and processes, (iii) have received immunizations, vaccinations, physical examinations and testing to the extent required by Facility and provided Facility has notified University of any such requirements no later than one (1) month prior to the start of the applicable Term; (iv) if the equivalent Facility workforce position is required to maintain CPR certification, have evidence of completion of a CPR course based on American Heart Association or American Red Cross guidelines and related to the age group(s) with whom they will be working and (v) satisfy any other criteria jointly established by University and Facility. For purposes of this Agreement, "good standing" shall mean a Trainee is duly enrolled and does not have any outstanding fees, acts of academic or behavioral misconduct, and/or has complied or is complying with any and all sanctions imposed by the University as a result of any misconduct in accordance with applicable University policies and procedures.
 - (c) University shall notify Trainees: (i) that they are required to comply with all policies and procedures of Facility, including those regarding confidentiality of patient/client records and information; (ii) that they must conduct themselves in a professional manner at all times; and (iii) that Trainees should promptly notify University and Facility, as appropriate, of any concerns or problems which arise during the course of their Program.
 - (d) For Programs coordinated by the University's School of Nursing, the University shall assure Trainees are educated regarding universal precautions, blood-borne pathogens, and other appropriate Occupational Safety and Health Act standards prior to coming to Facility.
 - (e) University shall respond promptly with regard to any complaints or concerns regarding a Trainee. University agrees to withdraw a Trainee when Facility reasonably requests immediate removal of any Trainee whose performance is a detriment to Facility's business or to achievement of the stated objectives of the Program. Additionally, the University reserves the right to remove or re-locate any Trainee, in its reasonable discretion, upon notice to Facility and in accordance with University's own policies and procedures.
 - (f) With prior written consent of the Facility, faculty members of University, including for example preceptors ("**Faculty**"), may provide on-site instruction to Trainees in connection with any Program. All Faculty provided by University shall be duly licensed, certified or otherwise qualified to participate in the Program; shall be required to undergo orientation acceptable to Facility prior to commencement of on-site instruction; shall comply with all of Facility's policies and procedures, including maintaining the confidentiality of patient information; and shall wear identification and meet such other requirements communicated in writing by Facility to University prior to commencement of

on-site instruction. In addition, all the provisions of this Agreement applicable to Trainees shall apply equally to Faculty.

- (g) University is a "governmental entity," as defined under the Idaho Tort Claims Act, specifically, Idaho Code section 6-902, as well as a "public employer," as defined under the Idaho Worker's Compensation law, specifically, Idaho Code section 72-205. As such, University shall maintain, at all times applicable hereto, comprehensive liability coverage in such amounts as are prescribed by Idaho Code section 6-924 (not less than \$500,000). University's liability coverage shall cover the actions of University and its employees, agents, students (including Trainees), and faculty while acting in the course and scope of employment or as students of University in performing actions related to their Academic Practicums. University's liability coverage obligations shall be administered by the Administrator of the Division of Insurance Management in the Department of Administration for the State of Idaho, and may be covered, in whole or in part, by the State of Idaho's Retained Risk Account, as provided under Idaho Code Section 6-919.
- (h) University shall maintain, in the amount of \$1,000,000 per occurrence and \$5,000,000 in the aggregate, professional liability insurance covering itself and Trainees participating in a Program; and
- (i) University will encourage each Trainee participating in a Program to acquire comprehensive health and accident insurance that will provide continuous coverage of Trainee during his/her participation in a Program and will inform Trainees that they are responsible for their own health needs, health care costs, and health insurance coverage.

5. **FACILITY RESPONSIBILITIES:** In connection with all Programs established hereunder, Facility shall have the following responsibilities:

- (a) Facility shall provide Trainees with access to appropriate resources so that a sound educational experience can occur, including access to patients at Facility in an appropriately supervised environment, and required security access.
- (b) Facility shall provide adequate training and supervision for Trainees as reasonably necessary for the safe, effective operation of the Program consistent with the Program's objectives and take all reasonable and necessary safety precautions to provide a safe environment for Trainees. In the event a Trainee is exposed to an infectious or environmental hazard or other occupational injury (i.e. needle stick) while at Facility, the Facility will provide such emergency care as is provided its employees, including, where applicable: examination and evaluation by Facility's emergency department or other appropriate facility as soon as possible after the injury; emergency medical care immediately following the injury as necessary; initiation of the HBV, Hepatitis C (HCY), and HIV protocol as necessary; and HIV counseling and appropriate testing as necessary. In the event that Facility does not have the resources to provide such emergency care, Facility will refer such student to the nearest emergency facility, provided that the Trainee shall retain responsibility for any charges generated.
- (c) Facility shall retain full responsibility for all patient care and quality standards, and will maintain a level of care which meets generally accepted standards conducive to satisfactory instruction and for the administrative and professional supervision of Trainees. Trainees shall not be permitted to replace Facility staff and shall not render unsupervised patient care or services.

- (d) Facility will orient each Trainee to all rules, regulations, policies, and procedures applicable to Trainees and shall instruct Trainees as to any emergency procedures, protocol for suspected exposure to blood-borne pathogens, confidentiality, facility care and maintenance, record-keeping, dress code, and any other issues specific to the location.
 - (e) Facility shall, at its sole cost and expense, procure and maintain throughout the term of this Agreement commercial general liability insurance, including contractual liability, and if necessary commercial umbrella insurance, with limits of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate and professional liability (Errors & Omissions) insurance on a claims made basis, covering claims made during the policy period and reported within three years of the date of occurrence with limits of liability not less than \$1,000,000 per occurrence and \$3,000,000 in the aggregate. Notwithstanding the foregoing, if Facility is a public or not-for-profit institution, Facility shall provide evidence of alternate insurance acceptable to University. Such insurance shall be provided by a carrier licensed to do business in the state in which Facility is located or a funded self-insurance program. Upon execution of this Agreement, Facility shall deliver to the University completed certificate(s) of insurance evidencing such coverage. Facility shall also maintain all statutorily required worker's compensation coverages.
 - (f) Facility, through its Liaison, shall cooperate with University in the evaluation of Trainee's work, provide reasonable information requested by University on Trainee's work performance, and provide University with timely notification of any significant problems regarding any Trainee or Program.
 - (g) Facility shall have the right to request immediate removal of any Trainee whose performance is a detriment to Facility's business or to achievement of the stated objectives of the Program.
6. **RECORDS:** All records created by either Party related to this Agreement shall belong to the Party that created the records. Notwithstanding the foregoing, and subject to applicable laws and policies pertaining to the privacy and non-disclosure of records or portions thereof, each Party shall provide the other Party all records, reports, or other documents relevant to the Trainee's education or participation in the Program that may be required to be produced and exchanged for purposes of the Program. University is an "educational agency or Institution" subject to the requirements of the Family Educational Rights and Privacy Act and its accompanying regulations (as amended, restated, supplemented, or otherwise modified from time to time, "**FERPA**"). University shall only provide records that are reasonably required relative to the Program and only as permitted by FERPA. Facility acknowledges that all records provided by University to Facility may be subject to the privacy protections of FERPA and Facility shall not disclose any records received from the University to any individual other than employees of Facility with a legitimate need to review such records at issue, and shall in no instance disclose such records to any third party without prior written consent of the Trainee or as otherwise permitted by applicable laws. In the event of an inadvertent disclosure of Trainee information, Facility shall immediately notify the University and cooperate with University with regard to any required remedy.
7. **RETENTION OF RECORDS:** The parties agree that until the expiration of six (6) years following termination of this Agreement, the parties shall, to the extent required by law, make available to the Department of Health and Human Services or the Comptroller General, this Agreement and any books, documents or records that are necessary to certify the nature and extent of costs incurred by Facility under this Agreement. The parties agree that if either of them subcontract or assign any portion of this Agreement to a related organization with a value or cost of ten thousand dollars (\$10,000) or more over a twelve-month

period, such subcontract or assignment shall require the related organization to also make available the books and records described in this section.

8. **LIABILITY:** Each Party to this Agreement shall be responsible for claims and damages to persons or property resulting from acts or omissions on the part of itself, its students, employees, officers, or agents. Neither Party assumes any responsibility to the other Party for the consequences of any act or omission of any person, firm or corporation not a Party to this Agreement. Neither Party to this Agreement shall be considered the agent of the other Party. University is a public institution and, as such, the University's liability is at all times limited as required by Idaho law, including Idaho Code Title 59, Chapter 10, the Idaho State Constitution, and the Idaho Tort Claims Act, Idaho Code Sections 6-901 through 6-929, inclusive, and any provision shall be void to the extent such provision violates applicable laws. Nothing in the agreement shall be deemed to constitute a waiver by University of any privilege, protection, or immunity otherwise afforded it under the Idaho Constitution, Idaho Tort Claims Act, or any other applicable law or a waiver of its sovereign immunity, which is hereby expressly retained. Furthermore, the University shall at no time be liable for more than the pro rata share of the total damages awarded in favor of a claimant that is directly attributable to the negligent or otherwise wrongful acts or omissions of the University or its students, employees, officers, or agents.
9. **CONFIDENTIALITY:** During the course of this Agreement, each Party may have access to confidential or secret information concerning the other Party's business affairs or operations as a result of performing its obligations hereunder ("**Confidential Information**"). At no time during the course of this Agreement or after the date this Agreement shall terminate or expire, shall either Party or its agents, employees, or students, disclose such Confidential Information to any third party, except to the extent a Party may be required to do so by applicable law or legal process, provided however, that the University is a public institution and, as such, is subject to Idaho's Public Records Act, Title 74, Chapter 1, Idaho Code, as may be amended from time to time (the "**Public Records Law**"). Accordingly, notwithstanding any other provision of this Agreement, any provision regarding confidentiality is limited to the extent necessary to comply with the provisions of the Public Records Law. Certain information or documents received by the University may be open to public inspection and copying unless exempt from disclosure.
10. **TRAINEE STATUS; HIPAA:** Trainees shall not be considered employees of Facility and shall not receive compensation from Facility under this Agreement. If Facility is a covered entity for purposes of the Health Insurance Portability and Accountability Act of 1996 and the rules and regulations promulgated thereunder ("**HIPAA**"), the Parties acknowledge that, while performing the duties under the Program, Trainees shall be considered members of Facility's workforce solely for purposes of HIPAA's privacy and security regulations. University expressly acknowledges and agrees that it is not entitled to receive any "personally identifiable information" or access any patient information and University shall in no event require such information from Trainees. In the event University obtains such information as a result of any clinical rotation, internship or practicum taking place under this Agreement, inadvertently or otherwise, University shall (i) immediately notify Facility, (ii) not disclose, use, copy, or distribute such information, (iii) hold such information in confidence in accordance with HIPAA, and (iv) follow Facility's reasonable instructions with regard to the return or destruction of such information.
11. **NON-EXCLUSIVITY:** The Parties understand and agree that the Program is nonexclusive and that University may place students with other facilities and Facility may accept students from other educational institutions. This Agreement shall not preclude either Party from pursuing educational, training or research activities outside the scope of this Agreement.
12. **NO REFERRALS:** Nothing in this Agreement is intended to nor shall it be interpreted to require that any person or entity refer any patient to Facility for any items or services covered by any state or federal health care program.

13. **RELATIONSHIP OF THE PARTIES:** The Parties understand and agree that each is an independent contractor engaged in the operation of its own respective business.
14. **NOTICES:** All notices under this Agreement or a Program Agreement will be in writing and will be sent, postage prepaid, by certified mail, return receipt requested or by overnight delivery service to the authorized representative of the party to be notified. The notice will be effective on the date of receipt.
15. **ENTIRE AGREEMENT; SEVERABILITY:** This Agreement and any Program Agreement constitute the entire understanding between the parties with respect to the subject matter contained therein. No oral representations of any officer, agent, or employee of either Party will effect or modify any obligations of either Party under this Agreement or any Program Agreement. If one or more provisions contained in this Agreement is held invalid, illegal, or unenforceable in respect by any court of competent jurisdiction, such holding will not impair the validity, legality, or enforceability of the remaining provisions.
16. **SURVIVABILITY:** Any provision of this Agreement that by its terms requires performance after the termination or expiration of this Agreement, including but not limited to provisions relating to records, liability, and confidentiality, shall survive termination or expiration of this Agreement.
17. **AMENDMENT:** No amendment to this Agreement or to a Program Agreement will be valid unless it is reduced to writing and signed by an authorized representative of each Party.
18. **ASSIGNMENT:** Neither this Agreement nor any Program Agreement may be assigned by either Party without the prior written approval of the non-assigning Party.
19. **PERFORMANCE:** A delay in or failure of performance of either Party that is caused by occurrences beyond the control of either Party will not constitute default hereunder or give rise to any claim for damages.
20. **FAILURE OF LEGISLATURE TO APPROPRIATE:** The University is a public institution and this Agreement shall in no way or manner be construed so as to bind or obligate the State of Idaho or the University beyond the term of any particular appropriation of funds by the State of Idaho Legislature as may exist from time to time. The University reserves the right to terminate this Agreement in whole or in part (or any order placed under it) if, in its sole judgment, the Legislature of the State of Idaho fails, neglects, or refuses to appropriate sufficient funds as may be required for the University to continue the Program or requires any return or "give-back" of funds required for the University to continue payments, or if the Executive Branch mandates any cuts or holdbacks in spending. All affected future rights and liabilities of the parties hereto shall thereupon cease within ten (10) calendar days after notice by the University. Appropriation is a legislative act and is beyond control of the University.
21. **CAPTIONS:** The captions preceding each section of this Agreement are solely for the convenience of the parties and will not be used in the construction of this Agreement.
22. **USE OF UNIVERSITY'S NAME OR MARKS:** Facility shall not prior to, in the course of, or after performance under this Agreement, use University's names, service marks, trademarks, trade names, logos or other identifying names, domain names, or identifying marks of University without the prior written consent of University

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto as of the day and year first written above.

**BOISE STATE UNIVERSITY
COLLEGE OF HEALTH SCIENCES:**

**Bannock County Juvenile Justice: The
Village, a Place for Youth and Families**

By: _____
Joelle Powers PhD, MSW
Dean, College of Health Sciences

By: _____
Name Jeff Hough

Title: Bannock County Commissioner,
chairman

Date: _____

Date: 4/8/25



2025-02147-AFF

AFFILIATION AGREEMENT

This Affiliation Agreement ("Agreement") between **Idaho State University**, on behalf of its Kasiska Division of Health Sciences Program, located at 921 S. 8th Avenue, Pocatello, ID 83209 (the "Program") and **Bannock County Juvenile Justice: The Village; A place for Youth & Families** located at 624 E. Center Pocatello, Idaho 83201 (the "Facility") (each individually, a "Party," and collectively, the "Parties"), takes effect on 3/10/2025 12:00 AM ("Effective Date").

Background

Program is a higher education institution having enrolled students (whether singular or plural, "*Student*") who have need for clinical education experiences (whether singular or plural, "*Experience*").

The Parties desire each Program-selected Student to obtain clinical education experiences at the Facility.

Agreement

1. Mutual Responsibilities and Coordination.

- 1.1. Exchange and Review. Each Party retains a privilege to exchange visits and review materials relevant to a Student's Experience.
- 1.2. Non-discrimination. The parties agree that no part of this Agreement shall be performed in a manner which illegally discriminates against any person on the basis of race, sex, sexual orientation, gender identity, color, national origin, religion, age, mental or physical disability, veteran status, or any other protected class under applicable law.
- 1.3. Organization. The Parties must cause the ACCE (defined below) to cooperate with Facility's clinical coordinator (or other designee) in arranging each Experience's schedule, content, objectives and goals.

2. Definitions.

- 2.1. "*HIPAA*" means CFR parts 160 and 164 and HITECH (Title XIII of the American Recovery and Reinvestment Act of 2009) as amended.
- 2.2. "*ACCE*" means Program's academic coordinator of clinical education

3. Program Responsibilities.

- 3.1. Provide a statement to the Facility that describes the philosophy, goals, objectives, and schedule of:
 - 3.1.1. The Program's curriculum generally; and
 - 3.1.2. Each Experience in particular;



2025-02147-AFF

- 3.2. Ensure that each Student appropriately is assigned to the Experience, including:
 - 3.2.1. Evaluating the Student's competence and knowledge before the Experience begins;
 - 3.2.2. Assessing Student's health before Experience begins; and
 - 3.2.3. Requiring the Student to carry appropriate general and professional liability insurance;
- 3.3. Ensure that the Student is knowledgeable concerning and has prepared for:
 - 3.3.1. Transportation needed to fulfill responsibilities at the Facility;
 - 3.3.2. Room and board concurrently with the Experience; and
 - 3.3.3. Scheduling arrival at and departure from the Facility;
- 3.4. Ensure Students are made aware of and are directed to comply with Facility's applicable rules, regulations, policies, procedures, and requirements during their Experiences;
- 3.5. Ensure that the Student has been made aware of each Program requirement and regulation for clinical education, including professional practice standards;
- 3.6. Facilitate communication between the Parties, including:
 - 3.6.1. Appointing a member of Program's faculty to serve as ACCE;
 - 3.6.2. Notifying the Facility in writing of the identity of the ACCE and any Program-designated Program director;
 - 3.6.3. Notifying the Facility annually of each then-current academic year's clinical education schedule;
 - 3.6.4. Notifying the Facility of each specific Student assignment no later than ten working days before the Student's arrival, subject to the arrangement set forth below in Sections IV.B and IV.C; and
 - 3.6.5. Describing to the Facility specific Student outcome objectives for each assigned Student's Experience;
- 3.7. Direct Students to comply with and participate in all of Facility's required trainings and orientations regarding Facility's policies and procedures governing any use or disclosure of individually identifiable health information under federal law, specifically including HIPAA; and
- 3.8. Ensure at Facility's request that each Student signs and delivers to Facility before the Experience begins a



**Idaho State
University**

2025-02147-AFF

copy of a Confidentiality Understanding (attached and incorporated into this Agreement as **Attachment A**).

4. Facility Responsibilities.

- 4.1. Accept a mutually agreed upon number of Students which the Program has selected for an Experience period;
- 4.2. Provide any applicable annually updated information that is necessary to complete Program's Clinical Education Center Information form;
- 4.3. Notify the Program - no later than fifteen working days before a clinical assignment - of any change in Facility's ability to accept the Student;
- 4.4. Provide the Student a clinical schedule averaging forty (40) hours per week;
- 4.5. Complete and return each Student evaluation according to the Program's guidelines and schedule;
- 4.6. Recognize the right of Student's to work and learn in an environment free from sexual harassment and agree that sexual harassment will not be tolerated in the Facility.
- 4.7. Inform and train the Student regarding Facility's applicable rules, regulations, policies, procedures, and schedules, including HIPAA-related policies and practices;
- 4.8. Facilitate communication between the Parties, including appointing a member from Facility to serve as clinical coordinator and notifying the Program of the member's identity;
- 4.9. Certify it is either a hospital as defined by the Idaho No Public Funds for Abortion Act or is otherwise not an abortion provider and disclose if it or an affiliate is or becomes an abortion provider per Idaho Code § 18-8701 et seq.

5. Student Experience Characteristics.

5.1. No Employment relationship to Either Party.

5.1.1. *In General.* Facility's rules and regulations apply to each Student which Program assigns to an Experience.

5.1.2. *Liability.* The Student is not considered an officer, employee, agent, representative, or volunteer of either Party for any purpose, including, but not limited to, liability, but instead is a Student engaged in educational Experiences as a part of the Program's curriculum.

5.1.3. *HIPAA.* The Student specifically is not and must not be considered to be Facility's employee. But the Student is considered to be a member of the Facility's workforce, when engaged in any Agreement



2025-02147-AFF

activity:

5.1.3.1. Solely for the purpose under HIPAA to define the Student's role in relation to using and disclosing Facility's protected health information; and

5.1.3.2. As workforce is defined under 45 CFR 160.103.

5.2. Short-Notice Assignment. In an emergency circumstance, Program has a right to assign a Student to an Experience upon less than ten days' notice to Facility. The Facility reserves a right to accept or reject that assignment.

5.3. Short-Notice Cancellation. Program retains a right to cancel a Student's Experience assignment for academic or other good cause upon less than ten days' notice to Facility, with no duty to designate another Student as a replacement.

5.4. Assignment Refusal. Facility retains a right for good cause to refuse any clinical assignment upon less than fifteen working days' notice.

5.5. Withdrawal. Each Party is entitled at any time to withdraw the Student from the Facility after assignment for any of the following reasons that the Party must document:

5.5.1. The Student's unprofessional or unethical behavior;

5.5.2. The Facility's staff's unprofessional or unethical behavior that directly affects the Student's Experience;

5.5.3. The Student's failure to meet Program's prerequisite academic requirements; or

5.5.4. Any good cause, including but not limited to, any medical emergency.

6. **Effective Duration.**

6.1. **Term. The Agreement's term begins on Effective Date and is continuous with automatic one-year renewals on each successive anniversary of the Effective Date.**

6.2. Termination. Each Party has a right at any time to terminate the Agreement upon no later than sixty (60) days' advance written notice to the other Party.

6.3. In the event of termination of this Agreement by either party, Students currently assigned to clinical experiences at Facility at the time of notice of termination will be given the opportunity to complete their Experience at Facility, unless withdrawn as set forth in Student Experience Characteristics Withdrawal Section above.



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7. **Liability.**

7.1. **Program Commitment.**

7.1.1. *Insurance.* Program at its own expense shall provide adequate liability insurance and/or self-funded coverage for its officers, employees, and agents. Program must ensure that its liability insurance has an occurrence-based form. Program, at Facility's request, will deliver a certificate of financial responsibility to Facility.

7.1.2. *Program Responsibility:*

7.1.2.1. To the extent permitted by applicable law, including, but not limited to, the Idaho Tort Claims Act (I.C. § 6-901 et seq.), Program will be responsible for damage to persons or property resulting from the negligence on the part of itself, its officers, employees, or agents. Neither party will be considered the agent of the other and neither party assumes responsibility to the other party for the consequences of any act or omission of any person, firm, or corporation not a party to this Agreement. Program shall not be responsible for the acts or omissions of Facility its officers, employees, or agents.

7.1.2.2. Any claim which involves a Student shall be the responsibility of the Student insurance carrier.

7.2. **Facility Commitment.**

7.2.1. *Insurance.* Facility at its own expense shall provide adequate liability insurance coverage for its officers, employees, and agents. Facility, at Program's request, will deliver a certificate of insurance to Program.

7.2.2. *Facility Responsibility.*

7.2.2.1. To the extent of Facility's preceding insurance coverage and permitted by applicable law, the Facility will be responsible for damage to persons or property resulting from the negligence on the part of itself, its officers, employees, or agents. Neither party will be considered the agent of the other and neither party assumes responsibility to the other party for the consequences of any act or omission of any person, firm, or corporation not a party to this Agreement. Facility shall not be responsible for the acts or omissions of Program.

7.3. **Student Insurance.**

7.3.1. *Student Requirement.* Student is required to have general and professional liability insurance with limits of liability of \$1,000,000 per occurrence and \$3,000,000 aggregate.

7.3.2. *Program Duty.* The Program ensures that the VI.C.1 general and professional liability insurance



2025-02147-AFF

coverage for any Student assigned to the Facility has been obtained before Program has assigned the Student. The Program, at Facility's request, will deliver a certificate of insurance to the Facility.

- 8. **Immunities.** The Parties agree Program shall retain all of its governmental immunities and protections under applicable law, including, but not limited to, the Idaho Tort Claims Act (I.C. § 6-901 et seq.), which shall apply to the terms of this Agreement and any claims brought against Program. If Facility is a governmental entity, Facility shall also retain all of its governmental immunities and protections under applicable law.
- 9. **Confidentiality.** The Facility agrees to treat Student records as confidential and shall not disclose any Student records to a third-party without the prior express written consent of Student, unless such disclosure is otherwise required or permitted by applicable law.
- 10. **Amendment.** Any change to this arrangement requires a written amendment executed by both Parties.
- 11. **Notices.** Each Party must send any notice under this agreement in writing either hand-delivered or mailed by certified mail to the addresses set forth below.

Program Notification Address:	Facility Notification Address:
Idaho State University	Ernie Moser
General Counsel	County Commissioner
921 S. 8 th Ave., Stop 8410	624 E. Center
Pocatello, ID 83209-8410	Pocatello, Idaho 83201

- 12. **Binding Authority.** Each Party has authorized an undersigned individual to sign this Agreement on behalf of that Party.

To express the parties' intent to be bound by the terms of this Agreement they have executed this document on the dates set forth below. Signature Page to follow.



**Idaho State
University**

2025-02147-AFF

IDAHO STATE UNIVERSITY

Bannock County Juvenile Justice: The Village; A place
for Youth & Families

ISU APPROVED SIGNATORY

SECOND PARTY SIGNATORY

Jeff Hough

DATE

DATE *April 8, 2025*

TITLE
Idaho State University

TITLE
Second Party

Agreement invalid unless signed by all required parties

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

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 by noon on Monday prior to the scheduled meeting.

Name/Department:

Jared Marchand / Treatment Courts

Concern/issue/question:

Opioid Funding Request

Suggested solution?

I am writing to request financial support from the Bannock County Opioid Settlement Fund to send five attendees from our courts to the National Emerging Drug Trends Conference in Dallas, Texas, in November 2025.

How much time will be needed for this issue?

5 Minutes

What meeting date is requested?

5/8/25

List of attendees:

Jared Marchand

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

Commissioner Office Only:	
Date: <u>4/8/25</u>	Time: _____

DISTRICT COURT
SIXTH JUDICIAL DISTRICT
STATE OF IDAHO

Jared Marchand
Treatment Court District Manager
Sixth Judicial District
Phone (208)236-7010
Fax (208)236-7011



Bannock County Courthouse
624 East Center #305
Pocatello, ID 83201

April 1, 2025

To: Kristi Klauser – Bannock County Comptroller
Bannock County Commissioners

Subject: Request for Funds to Attend the Annual National Emerging Drug Trends Training Conference

Part One: Treatment under section A treat Opioid Use Disorder (OUD) – Support treatment of Opioid Use Disorder (OUD) and any co-occurring Substance Use Disorder or Mental Health (SUD/MH) conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

7. Scholarships and supports for behavioral health practitioners or workers involved in addressing OUD and any co-occurring SUD or mental health conditions, including but not limited to training, scholarships, fellowships, loan repayment programs, or other incentives for providers to work in rural or underserved areas.

Dear Bannock County Commissioners,

I am writing to request funding from the Bannock County Opioid Settlement Fund to send five members of our team to the Annual National Emerging Drug Trends Training, taking place in Dallas, Texas. This exclusive conference is a vital resource for advancing drug education and enforcement practices and provides access to a diverse group of expert speakers. It focuses on the most pressing issues in drug trends, including opioids, and offers invaluable insights into the evolving landscape of drug use and its effects on our communities.

As we continue to face the challenges posed by the opioid epidemic in Bannock County and across the Sixth Judicial District, this conference will equip our team with the necessary tools, knowledge, and strategies to improve the success of our treatment and treatment courts. Every court within our district is impacted by the opioid crisis, and it is imperative that we stay informed and responsive to the shifting dynamics surrounding drug use, particularly opioid addiction.

The National Emerging Drug Trends Training will offer our team the opportunity to:

1. **Learn from Leading Experts:** Gain insights into current and emerging drug trends, with a focus on opioids, from recognized leaders in the field.
2. **Enhance Skills in Treatment Courts:** Attend discipline-specific courses that will allow our team to improve and refine their skills in treatment and enforcement, directly benefiting our courts and the individuals they serve.
3. **Understand the Role of Social Media:** Explore the growing influence of social media on drug use and how participants in treatment courts are increasingly affected by their online interactions.
4. **Strategic Planning for Future Challenges:** Address the long-term effects of opioids and the importance of monitoring new trends in the context of treatment and recovery.

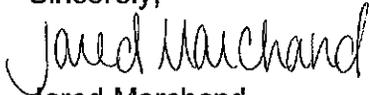
As District Manager, I witness daily the profound impact that opioids have on our participants, their families, and our treatment courts. Attending this conference will allow our team to remain at the forefront of this ever-evolving challenge and help ensure that we are employing the most effective, research-based strategies to support those we serve.

We believe this opportunity will significantly enhance our ability to continue responding to the opioid crisis in our district and help our courts achieve better outcomes in addressing the complex needs of participants. Thank you for considering this request. We are confident that this training will be a valuable investment in the future of our community and our treatment courts.

Below is an approximate cost of what it would cost to send five team members to Dallas:

Proposed Attendees: Jared Marchand – District Manager
 Ashley Bringham – D6 Treatment Director
 Katie Avichouser – Court Coordinator Wood and Juvenile
 Connie Flatten – VET Court, Family Treatment Court, Drug Court
 Counselor – D6 Treatment Counselor

Expense	Guideline	Cost	Total:
Conference Registration	\$545 for non-members	\$545.00	\$2,725.00
Flight	Web search AA	\$371.00	\$1,855.00
Lodging	Discounted hotel conference rate \$189.00 plus taxes and fees. November 5 th – November 8 th (3 nights)	\$570.00	\$2,850.00
Transportation	Rental Car	\$350.00	\$350.00
Food per diem	IRS local rate is \$80.00	\$280.00	\$1,400.00
			Total: \$9,180.00

Sincerely,

 Jared Marchand
 Treatment Court District Manger

BANNOCK COUNTY COMMISSIONERS

 Chairman

 Commissioner

2025 Conference Registration

Registration Options *

Individual Registration (\$545.00)

Register prior to October 10, 2025, for the early bird rate of \$545! (after October 10, 2025 and before October 31, 2025, the price will increase to \$695). Any registrations after October 31 2025, will incur an additional administrative fee of \$50.

Non-Profit Booth (\$950.00)

Must show 501(c)3 status
Linked logo on website
Booth (limited spots available)
Logo displayed on house presentation
Promotion across Tall Cop and Emerging Drug Trends social media
Highlighted in the Tall Cop monthly newsletter (reaching over 84,000 inboxes)
Space in the conference program

Digital Only Sponsor (\$1,200.00)

Linked logo on website
Promotion across Tall Cop and Emerging Drug Trends social media
Logo displayed on house presentation
Highlighted in the Tall Cop monthly newsletter (reaching over 84,000 inboxes)
Space in the conference program

Exhibitor Booth Only (\$1,500.00)

Linked logo on website
Exhibitor Booth
1 registration to the conference
Logo displayed on house presentation
Promotion across Tall Cop and Emerging Drug Trends social media
Highlighted in the Tall Cop monthly newsletter (reaching over 84,000 inboxes)
Space in the conference program

Silver Sponsor - Vendor Booth (\$5,000.00)

Linked logo on website
Exhibitor Booth
2 registrations to the conference
Logo displayed on house presentation
Promotion across Tall Cop and Emerging Drug Trends social media
Highlighted in the Tall Cop monthly newsletter (reaching over 84,000 inboxes)
Space in the conference program



Agenda

THURSDAY, NOVEMBER 6, 2025 - 8:00 AM TO 5:00 PM

All times are subject to change, at any time.

Updated: 02/11/2025

Reunion Ballrooms E-H

8:00 AM to 9:00 AM - Opening Ceremonies

9:00 AM to 11:15 AM (break from 9:45-10:00)- Plenary Session #1 -

11:15 AM to 11:30 AM - BREAK

11:30 AM to 1:00 PM - LUNCH-

Reunion Ballroom A

1:15 PM to 2:45 PM - Breakout Session #1

Reunion Ballroom B

1:15 PM to 2:45 PM - Breakout Session #1

Reunion Ballroom C

1:15 PM to 2:45 PM - Breakout Session #1 .

2:45 PM to 3:00 PM BREAK

Reunion Ballroom A

3:00 PM to 4:30 PM - Breakout Session #2

Reunion Ballroom B

3:00 PM to 4:30 PM - Breakout Session #2

Reunion Ballrooms E-H

3:00 PM to 4:30 PM - Breakout Session #2

Reunion Ballroom C

3:00 PM to 4:30 PM - Breakout Session #2

Reunion Ballrooms E-H

4:30 PM - Closing / Raffle .

FRIDAY, NOVEMBER 7, 2025 - 8:00 AM TO 4:30 PM

Reunion Ballrooms E-H

8:00 AM to 8:15 AM - Opening, Sponsor , Agenda

8:15 AM to 9:15 AM - Opening Plenary #2

9:15 AM to 9:30 AM - BREAK

9:30 AM to 11:00 AM - Breakout Session #3

Reunion Ballroom A

9:30 AM to 11:00 AM - Breakout Session #3

Reunion Ballroom B

9:30 AM to 11:00 AM - Breakout Session #3

Reunion Ballroom C

9:30 AM to 11:00 AM - Breakout Session #3

Reunion Ballrooms E-H

11:30 AM to 1:00 PM - Lunch Keynote

1:00 PM to 1:15 PM - BREAK

Reunion Ballrooms E-H

1:15 PM to 2:45 PM - Breakout Session #4

Reunion Ballroom A

1:15 PM to 2:45 PM - Breakout Session #4

Reunion Ballroom B

1:15 PM to 2:45 PM - Breakout Session #4

Reunion Ballroom C

1:15 PM to 2:45 PM - Breakout Session #4

2:45 PM to 3:00 PM BREAK

Reunion Ballrooms E-H

3:00 PM to 4:00 PM - Afternoon Plenary #3

4:00 PM to 4:30 PM - Closing / Evaluation / Certificates of Attendance / Raffle



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(208) 371-1283

PO Box 296

Prosper, TX 75078

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English

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Your trip summary

Basic Economy

Round trip (non-refundable)

\$371 per person

Total \$370.97 (all passengers)

Includes taxes and carrier-imposed fees

[Price and tax information](#)

[Bag and optional fees](#)

DEPART

Idaho Falls, ID to Dallas/Fort Worth, TX
Wednesday, November 5, 2025

IDA DFW

1:50 PM 5:40 PM 2h 50m Nonstop Basic
→ Economy

AA6234 • CR7-Canadair RJ 700 •

Operated by SkyWest Airlines as American Eagle

[Details](#) | [Change](#)

RETURN

Dallas/Fort Worth, TX to Idaho Falls, ID
Saturday, November 8, 2025

DFW IDA

10:10 AM 12:19 PM 3h 9m Nonstop Basic
→ Economy

AA6234 • CR7-Canadair RJ 700 •

Operated by SkyWest Airlines as American Eagle

[Details](#) | [Change](#)



U.S. General Services Administration

FY 2025 per diem rates for Dallas, Texas

Meals and incidental expenses (M&IE) rates and breakdown

Primary destination	County	M&IE total	Breakfast	Lunch	Dinner	Incidental expenses	First and lastday of travel
Dallas	Dallas	\$80	\$20	\$22	\$33	\$5	\$60.00

See all cars

Save

Overview Location Insurance Policies Extras

Fullsize SUV

Chevrolet Tahoe or similar

7 Passengers

Air Conditioning

Unlimited mileage

4 Doors

Automatic

Fuel: full to full



at DFW airport

81% Excellent

1985 verified ratings

See rating details

Earn OneKeyCash on your car rental when you sign in and book

Sign in

Car rental location

Pick-up & Drop-off

Wed, Nov 5, 10:30am - Sat, Nov 8, 10:30am

DFW Airport

2500 S Garage Dr, Dallas, Texas, United States 75261

Hours of operation

Wed 12:01am - 1:30am, 5:30am - 11:59pm

Sat 12:01am - 1:30am, 5:30am - 11:59pm

Shuttle to counter and car

Free shuttle to the rental car counter and car located in the airport.

Get a rental car insurance plan

- Covers certain bumps, scratches, and other damage
- Helps protect your rental vehicle in case of an accident or collision
- Gives you access to 24/7 emergency travel assistance



Add the insurance plan to your rental car on the next step.

Rental policies

- Cancellation and no-show policy**
Cancellation available with fee of \$100
- Age surcharge**
Applicable for drivers under 25 years

View all rules and restrictions

\$78 per day

\$330 total

View price details

Reserve

- Save time and go straight to your car
- No paperwork required during pick-up

Extras

Requests cannot be guaranteed as they are subject to availability. Payment due at pick-up.

<input type="checkbox"/> Toll Pass	\$16 per day
<input type="checkbox"/> Multimedia Centre	\$25 per day
<input type="checkbox"/> Baby Child Seat	\$17 per day
<input type="checkbox"/> Toddler Seat	\$17 per day
<input type="checkbox"/> Booster Seat	\$17 per day

Additional benefits with this car rental

- ✓ Skip-the-counter

Cancellation available
Before Wed, Nov 5, 10:30am

Pay now and save

\$78 per day

\$330 total

[View price details >](#)

Reserve

Explore similar rentals

<p>Midsize SUV Nissan Rogue or similar</p> <p>Free cancellation</p> <p></p> <p>91% Excellent 1717 ratings</p>	 <p>\$78 \$332 total</p>	<p>Midsize SUV Nissan Rogue or similar</p> <p>Free cancellation</p> <p></p> <p>92% Excellent 1009 ratings</p>	 <p>\$78 \$332 total</p>	<p>Stand GMCA</p> <p>Cancel</p> <p></p> <p>81%</p>
--	---	--	---	--

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Go further with the Expedia app

Save even more - get up to 20% on select hotels when you book on the app. Our app deals help you to save on trips so you can travel more and manage it all on the go.

\$78 per day

\$330 total

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



ERNE MOSER	JEFF HOUGH	JOHN CROWDER
Commissioner	Commissioner	Commissioner
1st District	2nd District	3rd District

AGENDA REQUEST FORM

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

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

Name/Department:

Buddy Romriell /Public Works

Item to be considered/background:

Rental agreement for Mastic Applicator.

How much time will be needed? Meeting date requested:

5 min.

4/8/25

Does this item involve a contract, agreement, external funding application or award acceptance?

YES NO

Have all supporting documents been included with this form?

YES NO

List of attendees:

Kiel Burmester and Buddy Romriell

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

Commissioner Office Only:	
Date: <u>4/8/25</u>	Time: _____



SPECIALTY CONSTRUCTION SUPPLY

348 NW 13TH Place Meridian, Idaho 83642
5190 South Heyrend Drive Idaho Falls, Idaho 83402
Phone (208) 322-6800 • Fax (208) 322-2636 • Toll Free (888) 574-7732
www.specialtysupply.com

Customer:	Out	In	Order Date: <u>4-15-2025</u>
	Hour Meter	_____	_____
Phone:	Fuel Level	<u>Full</u>	_____
Start Date:	Hyd Oil Level	<u>Full</u>	_____
End Date:	Material Level	_____	_____
	Oil Level	<u>Full</u>	_____

Unit # & Name of Unit _____ \$ Amount Quoted: 3,500.00 ^{2 week} Rental

Path # 7

Serial # 1C9TP122BP1410267

Copy and Name of Liability Insurance Company Required _____

RENTAL AGREEMENT

A) It is understood that the Equipment will be operated for not more than 10 hours in anyone day; 50 hours in anyone week; and 200 hours in all one month, and Lessee agrees that he will pay additional rental prorated at the applicable daily, weekly or monthly rate for each hour the Equipment is used in excess of such time. The additional rent for excess hours shall be paid at the time the Equipment is returned or, if the Equipment is leased for more than thirty days, on the first day of the month following such use. If there is an hour meter furnished, Lessee agrees to keep it connected to the Equipment and in good working condition at all times and it is to be used as the conclusive basis of the number of hours of operation. If Lessee fails to return the Equipment promptly at the end of the term, additional rental shall be payable for each day prorated at one and one-half times the normal rental.

B) Lessee shall indemnify Specialty Construction Supply ("Specialty") against all loss or damage to the Equipment. The amount of any such loss or damage shall be based on the value shown on the contract or

Invoice. Damage to the Equipment, other than a total loss, shall not abate or excuse the making of prescribed rental payments.

C) Lessee agrees to use and care for the Equipment in a careful and prudent manner, to pay all operating and maintenance expenses while the Equipment is out of the possession of Specialty, and to make, at his expense, any and all repairs. Only Lessee and its assigns trained and familiar with the proper and safe operation of the equipment shall operate it. The equipment shall be returned to Specialty in as good condition as received, reasonable wear and tear excepted. If, upon its return to Specialty, the Equipment is not in such good condition, Specialty may repair it and Lessee will pay the cost of any such repairs at Specialty's regular shop rates. Lessee shall also be responsible for payment of any lost rental while unit is out of service.

D) In the event of breakdown, Lessee shall immediately discontinue use of equipment and contact Specialty. Lessee agrees that in the event of equipment breakdown and/or maintenance, Specialty's sole responsibility is to adjust the rental invoice or time period in an amount equal to the time of usage lost, not to exceed 10 hours in any one day; 50 hours in any one week; and 200 hours in any one month, at a rate equal to the rental paid or the period of lost usage. This adjustment is the total compensation to the lessee for downtime. Specialty is not responsible for any costs of project delays including but not limited to labor, transportation, penalties and back charges.

E) Lessee assumes all liability for injuries or damages to Lessee and any third parties. Lessee indemnifies and holds harmless Specialty and its assigns from all costs, including attorney fees. Lessee shall obtain liability insurance with minimum liability limits in the amount of \$1,000,000 per person and \$1,000,000 per occurrence for bodily injury, including death, and in the minimum amount of \$1,000,000 per occurrence for property damage. Neither Specialty nor its assigns shall be liable for any incidental or consequential damages which may result from any failure or use of the Equipment. **Specialty Construction Supply must be named as additional insured on a Certificate of Insurance and a copy of the certificate must be on file prior to rental of equipment.**

1. Addition of Accessories: Lessee will not, without the written consent of Specialty, install any accessories or devices on the Equipment if such installation will impair the originally intended function or use of the Equipment. All accessories or devices fixed to the Equipment shall automatically become the property of Specialty unless such accessory or device can be removed without in any way affecting the originally intended function or use of the Equipment. Any damage to the Equipment caused by the removal of such accessories or devices shall be repaired at Lessee's expense.

2. Compliance with Regulations: Lessee shall comply with and conform to all laws and regulations relating to ownership, possession, use and maintenance of the Equipment.

3. Inspection: Lessee shall, whenever requested, advise Specialty of the exact location of the Equipment. Specialty and its representatives may, for the purpose of inspection, at all reasonable times, enter upon any job, building or place where the Equipment is located. Specialty may remove the Equipment without notice to Lessee if, in the opinion of the Specialty, it is being used beyond its capacity or in any other manner improperly cared for or abused.

4. Assignment: Lessee agrees that Specialty may assign this Rental Agreement and all right, title and interest of Specialty in and to the Equipment, and all rents due or to become due to Specialty hereunder (of which assignment Lessee hereby waives notice) and Lessee agrees to recognize such Lessee's obligation to pay rent under this Rental agreement shall not as to any such assignee be subject to any diminution out of any breach of any obligation here under or other liability of Specialty to Lessee. Lessee

may not assign this Rental Agreement, sublease the Equipment, or allow its use by persons not in his employ.

5. Default: Lessee shall fail to make any rental payment when due, shall attempt to sell or encumber the Equipment, shall cease operating, shall institute or have instituted against him proceedings under any bankruptcy or insolvency law, shall make an assignment for the benefit of or shall fail to comply with any other provisions of this Rental Agreement, or if any attachment, execution, writ or process is levied on any of Lessee's property, or if for any reason Specialty deems itself insecure or the Equipment unsafe, Lessee agrees to return the Equipment to Specialty on demand and Specialty may enter upon any job, building or place where the Equipment is located and take possession thereof without notice to Lessee and this Rental Agreement shall thereupon terminate and be forfeited at the option of Specialty. In the event of any such action, Lessee agrees to pay all guaranteed rentals and all other rentals due, damages for any injury to the Equipment, expenses, cost of removal of the Equipment from the of Lessee, and all freight, storage, transportation and other charges incurred in such removal and return to Specialty at its place of business.

6. Construction: This is an agreement for rental only and nothing herein shall be construed as conveying to Lessee any right, title or interest in or to any item of Equipment leased hereunder, except as a Lessee.

7. Guaranteed Rental: Return of Equipment: Provided the guaranteed rental shown on the contract or invoice is or has been paid, Lessee may return the Equipment and terminate this Rental agreement on three days' notice to Specialty.

8. General: Time is of the essence of this Rental Agreement Specialty's failure at any time to require strict performance by Lessee of any of the provisions of this Rental agreement shall not waive or diminish Specialty's right there after to demand strict compliance therewith or with any provision. Waiver of any default shall not waive any other default. Any alteration or modification of this Rental agreement shall be in writing and the patties hereto. Lessee acknowledges receipt of a signed copy hereof.

Lessee: _____ Date: 4/8/25

Lessee Printed Name & Title: Jeff Hough, Bannock County Commissioner,
Chairman

Specialty Construction Supply Rep Name _____

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:

Anita Hymas

Department:

Assessor

Requestor Email:

anitah@bannockcounty.gov

Item(s) to be considered:

Discussion pertaining to property values

Date of meeting being requested:

04/08/2025

Time requested:

15 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:

Randy Hobson

In the Matter of DENYING)
 PETITION TO VALIDATE)
LOWER ROCK CREEK ROAD)

R.S. No. 2025-31
 April 8, 2025

RESOLUTION

WHEREAS, a public hearing was held on April 1, 2025, at the hour of 11 a.m. in the chambers of the Bannock County Commissioners to consider the petition to validate Lower Rock Creek Road.

WHEREAS, the Board, having considered all evidence presented and public comments at the hearing, hereby makes the following findings and conclusions:

APPLICABLE LAW

1. Bannock County Commissioners are authorized by Idaho Code Title 40, Chapter 2 to validate a highway or public right-of-way as public or declare it not to be public.
2. Notification to the public, adjacent landowners, and operators of underground facilities must be made according to Idaho Code §40-203.
3. Upon completion of the proceedings, the commissioners shall determine whether validation of the highway or public right-of-way is in the public interest and shall enter an order validating the highway or public right-of-way as public or declaring it not to be public. Idaho Code §40-203A(3).

FINDINGS OF FACT

1. On February 3, 2025, Applicant Renee Spurgeon filed, on behalf of Owner William Powers, an application to validate Lower Rock Creek Road pursuant to Idaho Code §40-203A(1)(a), in that doubt existed as to the legal establishment or evidence of establishment of the public right-of-way.
2. The location of the right-of-way is within and under the jurisdiction of Bannock County, Idaho.
3. Notification of the public hearing to adjoining property owners and underground utilities was made via certified mail, and the public hearing notice was published on March 1, 15, and 22, 2025.
4. The public hearing was held on April 1, 2025.
5. There is question of public right of way at a fork in the road approximately one-half mile past Bonneville Road, more specifically the section that goes north from the fork.
6. The specific section of road referenced above has not been maintained by the Public Works Department.

R.S. 2025-31

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CONCLUSIONS OF LAW

Validation of the road that forks to the north off of Lower Rock Creek Road approximately one-half mile past Bonneville Road is not in the public interest, pursuant to Idaho Code §40-203A(3).

ORDER

NOW, THEREFORE, BE IT RESOLVED that, based on the foregoing Findings of Fact and Conclusions of Law, pursuant to Idaho Code Title 40, Chapter 2, that the above mentioned road is declared not to be a public right-of-way and the petition is denied.

****Appeal Rights****

Pursuant to Idaho Code § 40-203A(4), any resident or property holder within a county or highway district system, include the state of Idaho or any of its subdivisions, or any agency of the federal government, may appeal to the district court of the county in which the highway or public right-of-way is located pursuant to section 40-208, Idaho Code.

BOARD OF BANNOCK COUNTY COMMISSIONERS

Jeff Hough, Chair

Ernie Moser, Member

Ken Bullock, Member

ATTEST:

Jason C. Dixon, Clerk

**BOARD OF BANNOCK COUNTY COMMISSIONERS
MINUTES CERTIFICATION**

We, the Board of Bannock County Commissioners, hereby certify approval of the minutes of the Bannock County Commissioners' meetings inclusive of the date(s) of March 27, April 1, and 3, 2025, as approved during the meeting of April 8, 2025.

BOARD OF BANNOCK COUNTY COMMISSIONERS

Jeff Hough, Chair

Ernie Moser, Member

Ken Bullock, Member

ATTEST:

Jason C. Dixon, Clerk



MINUTES OF THE BOARD OF BANNOCK COUNTY COMMISSIONERS

Meeting Details

Date of Meeting:	Thursday, March 27, 2025
Commissioners present:	Ernie Moser, Jeff Hough, and Ken Bullock
Clerk of the Board:	Nancy Allen for Jason C. Dixon
Absent Board Members:	
Staff present:	Deputy Clerk Nancy Allen, Comptroller Kristi Klauser, HR Director Matt Phillips, and Attorney Jon Radford

Agenda Details

AGENDA	
	Business Meeting (action items)
1	<ul style="list-style-type: none"> Hardship Hearing with possible Executive Session under Idaho Code §74-206(1)(d) to consider records that are exempt from disclosure as provided in chapter 1, title 74, Idaho Code, with potential action following adjournment of Executive Session (requested 10 minutes) (action item)
2	<ul style="list-style-type: none"> Matt Olsen, Juvenile Justice, requesting discussion pertaining to exceptional step placement with potential Executive Session under Idaho Code §74-206(1)(a)&(b) regarding personnel with potential action following adjournment of Executive Session (requested 10 minutes) (action item)
3	<ul style="list-style-type: none"> Scott Crowther, Event Center, requesting approval (1) to purchase a new RICOH copier; (2) signature on scissor lift rental through Western States CAT, (3) trade of water truck for 180 fencing panels and hardware, (4) rental agreement with Idaho Junior High Division Rodeo Association State Finals (requested 5 minutes) (action item)
4	<ul style="list-style-type: none"> Levi Waldron, Detention Center, seeking to discuss a recommendation to award the Detention Center Diesel Generator Installation Invitation to Bid (action item)
5	<ul style="list-style-type: none"> (AMENDED to make executive) Discussion pertaining to Chief of Staff with possible Executive Session under Idaho Code 74-206(1)(a)&(b) regarding personnel with potential action following adjournment of Executive Session (requested 10 minutes) (action item)
6	Claims Agenda: <ul style="list-style-type: none"> Board of Ambulance District: Invoices and Commissioner Report Board of Commissioners: Invoices, Commissioners Reports, and Credit Applications Salary Rate Approval Forms/Notice of Separation with Potential Executive Session under Idaho Code §74-206(1)(a)&(b) regarding personnel with potential action following adjournment of Executive Session Payroll Report Alcohol Licenses and Permits Certificate of Residency Approval Mileage Reimbursement Requests Technology Request Form Memorandum Authorization for Accounts Payable Cardholder User Agreement and Authorization

Meeting Notes

- 1 9:00 AM Hough called the meeting to order and indicated that agenda items would be rearranged and there is an amendment. Moser moved to accept the amended agenda. The motion passed.
9:18 AM Moser moved to enter into executive session under Idaho Code §74-206(1)(d) to consider records that are exempt from disclosure. The motion passed by roll call vote. 9:36 AM Moser moved to exit executive session. The motion passed. Bullock moved to allow a deferment of payments for six months to come up with terms, look at it, propose to withhold monthly payment for six months without penalization. The motion passed.
- 2 9:15 AM Moser moved to enter into executive session under Idaho Code §74-206(1)(a)&(b) regarding personnel. The motion passed by roll call vote. 9:18 AM Bullock moved to exit executive session. The motion passed. Bullock moved to approve the exceptional placement. The motion passed.
- 3 9:01 AM Crowther reviewed the contract for Jr. High Rodeo state finals. Discussion on the contract terms, facility size, and insurance. Moser moved to approve the three-year agreement. The motion passed.
9:05 AM Crowther reviewed an agreement for a scissor lift rental. Bullock moved to approve the agreement. The motion passed.
9:06 AM D'Lyn Evans appeared. Crowther reviewed a proposal, after discussion with the Fair Board, to trade fence panels for a water truck with a reallocation of assets. Moser moved to exchange the assets between the departments. The motion passed.
9:07 AM Crowther reviewed a copier lease on a machine that has exceeded its lifespan. He requested a new printer that will fit the printing needs. The cost will be higher than the budget left in lease line. Discussion ensued on the public defender copiers, trading in, and lease payoff. Bullock moved to authorize purchase of the copier. The motion passed.
- 4 9:12 AM Chief Deputy Sheriff Alex Hamilton also appeared. Waldron recommended awarding a contract for the diesel generator bid to Pro Builders. Moser moved to award the bid to Pro Buildings. The motion passed.
- 5 9:43 AM Bullock moved to enter into executive session under Idaho Code §74-206(1)(a)&(b) regarding personnel. The motion passed by roll call vote. Klauser and Allen were excused. 10:10 AM Moser moved to exit executive session. The motion passed.
- 6 9:39 AM Hough moved to accept the claims report, but withhold one check and approve the consent agenda. The motion passed.

Action Item Summary

ACTION/DIRECTION	ASSIGNED TO
Approved amended agenda.	Clerk
Approved entry/exit executive session – exempt records; and deferring payments toward delinquent taxes for six months without penalty.	Treasurer
Approved entry/exit executive session – personnel; and exceptional placement.	HR/Juvenile
Approved contract for Jr. High Rodeo state finals; rental agreement for scissor lift; reallocation of fence panels and water truck; and copier purchase.	Parks & Rec
Approved diesel generator installation bid award to Pro Builders.	Procurement/Sheriff
Approved entry/exit executive session – personnel.	Clerk
Approved claims, reports, and salary forms through consent.	Clerk/Auditing/Resolution



MINUTES OF THE BOARD OF BANNOCK COUNTY COMMISSIONERS

Meeting Details

Date of Meeting:	Tuesday, April 1, 2025
Commissioners present:	Ernie Moser, Jeff Hough, and Ken Bullock
Clerk of the Board:	Jason C. Dixon
Absent Board Members:	
Staff present:	Deputy Clerk Nancy Allen, Comptroller Kristi Klauser, and Attorney Jon Radford

Agenda Details

AGENDA	
	Business Meeting (action items)
	Agenda:
1	<ul style="list-style-type: none"> Indigent Business may require an Executive Session pursuant to Idaho Code §74-206(1)(d) to consider records exempt from public disclosure (action item)
2	<ul style="list-style-type: none"> Jason Dixon, Clerk, requesting an Executive Session pursuant to Idaho Code §74-206(1)(c) to acquire an interest in real property not owned by a public agency with potential action following adjournment of Executive Session (requested 5 minutes) (action item)
3	<ul style="list-style-type: none"> Tristan Bourquin, Planning and Development, seeking to discuss a Memorandum of Understanding with Fort hall for Zoning and building permits and regulations (requesting 15 minutes) (action item)
4	<ul style="list-style-type: none"> Shanda Crystal, Procurement, requesting to (1) discuss a potential signature on a change order with Pro Builders, and (2) provide a procurement update (requesting 5 minutes) (action item)
5	<ul style="list-style-type: none"> Kristi Klauser, Auditing, seeking approval of an IRS bill for late tax payment (requested 5 minutes) (action item)
6	RESOLUTIONS AND ORDINANCES (action items): Resolution No. 2025-26 Authorization to Dispose Surplus Assets/Property Resolution No. 2025-27 Adopting the 2025 Comprehensive Plan and Future Land Use Map Resolution No. 2025-28 Appeal of Planning Council's Denial of Wilkes Conditional Use Permit Application Resolution No. 2025-29 Approving March 2025 Salaries Resolution No. 2025-30 Approving January 2025 Alcohol Licenses County Ordinance 2025-2 Amendment No. 1 to Ordinance No. 2009-5
7	LETTERS AND NOTICES (action items): Waiver and Release of Liability with Pine Ridge Mall Common Area/Exterior Common/Parking Lot Meeting Facility Use Request Form with the City of Chubbuck
8	SIGNATURE ONLY (action items): Customer Setup Form
9	CONSENT AGENDA (action items): <ul style="list-style-type: none"> Manual Checks Alcohol Licenses and Catering Permits Certificate of Residency Approval Salary Rate Approval Forms/Notice of Separation with Potential Executive Session under Idaho Code §74-206(1)(a)&(b) regarding personnel with potential action following adjournment of Executive Session Technology Forms

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|----|--|
| | <ul style="list-style-type: none"> Minutes: Approval of Meeting Minutes for March 25, 2025, and Certification of Said Minutes |
| 10 | Public Hearing for Road Validation (action item) |

Meeting Notes

- 1 9:00 AM Hough called the meeting to order. No indigent business.
- 2 9:00 AM Bullock moved to enter into executive session under Idaho Code §74-206(1)(c) regarding an interest in real property. The motion passed by roll call vote. 9:03 AM Hough moved to exit executive session. The motion passed. Moser moved that the Lander property be put up for auction and that the Chair sign the documentation upon receipt. The motion passed.
- 3 9:03 AM Fort Hall Land Use Policy Commission members Laurie Kniffin, Pat Broncho, and Darrell Shay; Fort Hall Land Use Director Preston Buckskin, Tribal Attorney Monte Gray, Zoning Planner Annie Hughes, Planning Director Hal Jensen, and Subdivision Planner Alisse Foster were also present. Bourquin proposed using an MOU similar to Bingham County. Currently, non-tribal owners apply with Bannock County and tribal members apply with Fort Hall. Kniffin explained it will eliminate confusion and owners being sent back and forth if the Tribe handles permits located within tribal ground. The MOU would allow the Tribe to take care of the permits. Discussion ensued on getting to this point, the Bingham County agreement, and getting info out through the contractors and realtors associations. An MOU will be developed.
- 4 9:16 AM Crystal requested approval of a change order with Pro Builders for \$23,678. Moser moved to approve the contract. The motion passed.
9:19 AM Crystal gave updates on procurement projects.
- 5 9:23 AM Klauser reviewed an invoice for \$4,000 from the IRS due to a timing issue. It was missed when an employee left employment and requested their last pay within two days to submit the taxes to the IRS the next day and we were penalized. Moser moved to approve the payment. The motion passed.
- 6 9:25 AM Bullock moved to approve Resolution Numbers 2025-26, 27, 28, 29, and 30 and adopt Ordinance 2025-02. The motion passed.
- 7 9:27 AM Discussion ensued on the contracts for poll worker training and polling locations. Hough moved to approve the facility use form. The motion passed. Hough moved to approve the waiver with Pine Ridge Mall. The motion passed.
- 8 9:29 AM Moser moved to approve the Chair's signature. The motion passed.
- 9 The consent agenda included certificates of residency, salary forms, and minutes. Moser moved to approve the consent agenda. The motion passed.
- 10 11:03 AM Public Works Assistant Director Buddy Romriell and Director Kiel Burmester appeared. Moser moved to open the public hearing. The motion passed. Burmester reviewed the validation request is on the east end of Lower Rock Creek Road. There is some doubt that exists whether the dirt road that forks off is public or not. Road validation is done if there is any defect or doubt or the road has changed. In determining whether to validate, he looks at public access and county maintenance.
11:05 AM Renee Spurgeon, Real Estate Agent, shared she has property listed near the road. She has tried to determine if the road is a county road. GIS shows that it is and that both Lower Rock Creek and the driveway or fork that goes to the property show they are maintained. However, after discussions with landowners and county staff, it appears that the driveway is not county maintained. She needs to gain access to the property as it is essentially landlocked.
Burmester discussed maintenance up to the towers, easements in records of survey show conflicting end points, state payments, and maintenance records on the fork to the east, but not going over to the property.

Moser express concerns for taking care of private driveways. Burmester explained this dirt road is not winter maintained. Maintenance has been done up to the dog leg. State records show maintenance goes down the dog leg.

11:17 AM Mike McNabb, Inkom, owns the property the road goes through. He reported he will not deny access but questioned them if they are going to grade the road and put utilities in. That is not what the current access is. Without his agreement, the road should not be developed.

Spurgeon reported the sale of the property is on hold. In order to obtain a building permit, there has to be recorded access to the property. Her client made an offer to McNabb to gain access and he requested more after finding out utilities would be installed.

McNabb discussed Upper Rock Creek Road, granting access, and the road from Bonneville to Fish and Game.

The Board does not take on driveways, and the landowners should come up with an easement. This road is a dead end. The County just vacated Sorelle for the same thing. Lower Rock Creek Road up to the dog leg could be validated.

11:28 AM Moser moved to close the public hearing. The motion passed. The road is maintained, but not the dog leg. The request was to validate from Lower Rock Creek Road to the property. Moser moved to deny the validation of the dog leg off of Lower Rock Creek Road off of Bonneville Road. The motion passed.

Action Item Summary

ACTION/DIRECTION	ASSIGNED TO
Approved entry/exit executive session – real property; and Chair to sign auction agreement for Lander property.	Clerk/Commission
Develop MOU with Fort Hall for Planning permits.	Legal/Planning
Approved change order with Pro Builders.	Procurement
Approved IRS payment.	Auditing
Approved Resolutions 2025-26 Authorization to Dispose Surplus Assets/Property; 2025-27 Adopting the 2025 Comprehensive Plan and Future Land Use Map; 2025-28 Appeal of Planning Council's Denial of Wilkes Conditional Use Permit Application; 2025-29 Approving March 2025 Salaries; and 2025-30 Approving January 2025 Alcohol Licenses; and adopted Ordinance 2025-2 Amendment No. 1 to Ordinance No. 2009-5.	Clerk
Approved Pine Ridge Mall release of liability and Chubbuck facility use form.	Elections
Approved Chair's signature on customer setup form.	Commission
Approved consent agenda.	Auditing/Clerk/Resolution
Approved open/close public hearing; and denied petition to validate	Public Works/Resolution



MINUTES OF THE BOARD OF BANNOCK COUNTY COMMISSIONERS

Meeting Details

Date of Meeting:	Thursday, April 3, 2025
Commissioners present:	Ernie Moser, Jeff Hough, and Ken Bullock
Clerk of the Board:	Jason C. Dixon
Absent Board Members:	
Staff present:	Deputy Clerk Nancy Allen, Comptroller Kristi Klauser, and HR Director Matt Phillips

Agenda Details

AGENDA	
Business Meeting (action items)	
Agenda:	
1	• Rick Phillips – Commission seeking to recognize Mr. Phillips' years of service to our community
2	• Buddy Romriell, Public Works, seeking approval of and signature on a grant opportunity with the Idaho Department of Health and Welfare for mosquito abatement for State Fiscal Year 2025 (requested 5 minutes) (action item)
3	Claims Agenda: <ul style="list-style-type: none"> • Board of Ambulance District: Invoices and Commissioner Report • Board of Commissioners: Invoices, Commissioners Reports, and Credit Applications • Salary Rate Approval Forms/Notice of Separation with Potential Executive Session under Idaho Code §74-206(1)(a)&(b) regarding personnel with potential action following adjournment of Executive Session • Payroll Report • Alcohol Licenses and Permits • Certificate of Residency Approval • Mileage Reimbursement Requests • Technology Request Form • Memorandum Authorization for Accounts Payable • Cardholder User Agreement and Authorization

Meeting Notes

- 1 9:01 AM Hough called the meeting to order. Mr. Phillips was recognized and given a Commissioner Coin.
- 2 9:04 AM Mosquito Supervisor Dana Evans also appeared. Romriell reviewed the grant for speciation processing for abatement and testing. Bullock moved to authorize the Chair's signature to apply for the grant. The motion passed.
- 3 The claims agenda included invoices, commissioner report, payroll report, and salary forms. Hough moved to approve the claims agenda. The motion passed.

Action Item Summary

ACTION/DIRECTION	ASSIGNED TO
Approved grant application for mosquito abatement.	Public Works/Grant Team
Approved invoices, reports, and salary forms.	Auditing/Resolution