



## BANNOCK COUNTY COMMISSIONERS' – MEETING

### Commissioners' Agenda

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

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

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### **Tuesday, September 2, 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)
- Matt Olsen, Juvenile Probation Director, requesting an exceptional step placement for the candidate that was offered the Juvenile Probation Officer position, potential Executive Session under Idaho Code §74-206(1)(a)&(b) regarding personnel with potential action following Executive Session (requested 10 minutes) (action item)
- Daniel Kendall, Buildings and Grounds, requesting to purchase a Pioneer 520 snowplow in Fiscal Year 2025 (requested 5 minutes) (action item)
- Shanda Crystal, Procurement, seeking to (1) discuss a recommendation to award the Janitorial Services Request for Proposal and, (2) provide a procurement update (requested 5 minutes) (action item)
- Approval of Proposed and Increased Fees as presented during the Public Hearing on August 26, 2025 (action item)

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

Resolution No. 2025-56 Approving August 2025 Salaries  
Resolution No. 2025-57 Approving August 2025 Alcohol Licenses  
Ordinance 2025-05 Amendment No. 71 to Zoning Ordinance No. 1998-1

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

Public Hearing Notices  
Notice of Sale of Bannock County Real Property

**SIGNATURE ONLY (action items):**

Independent Contractor Agreement: Counseling Treatment, Charting and Related Services

**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
- Volunteer Agreement
- Technology Forms
- Minutes:

**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:**

Matt Olsen

**Department:**

Bannock County Juvenile Justice

**Requestor Email:**

matto@bannockcounty.gov

**Item(s) to be considered:**

Requesting an exceptional step placement in the candidate that was offered the vacant juvenile probation officer position.

**Date of meeting being requested:**

09/04/2025

**Time requested:**

10 Minutes

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

No

**Contract/Agreement Begin Date:**

**Contract/Agreement End Date:**

**List of additional attendees:**

Todd Mauger

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Requestor Name:

Dan Kendall

Department:

Buildings and Grounds

Requestor Email:

danielk@bannockcounty.gov

Item(s) to be considered:

Seeking approval to purchase a Pioneer 520 Snow Plow with Fiscal Year 2025 funds

Date of meeting being requested:

09/02/2025

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:

Kristi Klauser



## **Bannock County Public Works**

### **2025 Honda Pioneer 520**

Retail : \$10,400.00

Freight : \$685.00

Doc Fee : \$95.00

Title App : \$17.00

Tax : Exempt

**Total : \$11,197.00**

Winch : \$430.00

Winch Mount: \$430.00

Sub-Harness: \$8.00

60" Plow Blade: \$350.00

Plow Push Tube : \$430.00

Plow Mount : \$170.00

Labor : \$660.00 (6 hours @ \$110.00/hour)

**Accessories Totals : \$2,478.00**

**Pioneer 520 W/ Winch & Plow : \$13,675.00**



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**AGENDA REQUEST FORM**

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**E-mail this completed form and any supporting documents to [agendarequest@bannockcounty.us](mailto:agendarequest@bannockcounty.us) by NOON on the Thursday prior to the scheduled meeting.**

**Name/Department:**

Shanda Crystal/Chief Procurement Officer

**Item to be considered/background:**

Request to discuss 1) recommendation to award the Janitorial Services RFP and 2) a procurement update.

**How much time will be needed? Meeting date requested:**

5 minutes

9/2/25

**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:**

Daniel Kendall

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

Commissioner Office Only:

Date: \_\_\_\_\_ Time: \_\_\_\_\_

9/2/2025      **Bids in progress**      **Active Bids**      **Closed Bids**      **Projects in progress**      **Projects Completed**

0     
 3     
 16     
 0     
 15

Active	Department	Description	Budget Allocated	Status Update	Procurement Metrics
Yes	Road & Bridge	Road Salt	\$	9/8 Questions due	
Yes	Road & Bridge	Roof Replacement	500,000	9/5 & 8/29 published in ISJ; 7/31 drafting Invitation to Bid	
Yes	Landfill	Scale House Project	3,981,861	9/3 ITBs due; 8/22 issued addendum #1; 8/18 questions due; 8/12 Pre-bid meeting	
No	Facilities	Janitorial Services	FY26/27	9/2 recommendation to award; 8/21 Proposals opened; 8/11 Questions due	
No	Event Center	Tractor	\$	7/14 approved Sourcewell contract with Titan Machinery	
No	Ambulance	(3) Power Load Devices	201,691	5/13 approved Sourcewell contract with Stryker Sales, LLC	
No	Road & Bridge	Chip Seal Aggregate	200,000	5/13 BOCC awarded contract to Depatco	
No	Road & Bridge	Road Striping & Paint	320,000	4/25 BOCC awarded contract to Idaho Traffic Safety	
No	Road & Bridge	Road Oil	713,255	4/14 approved piggyback PCHD contract with Idaho Asphalt Supply	
No	Detention Center	Diesel Generator/Fuel Tank	300,000 Project total	4/10 approved piggyback Sourcewell contract with Western States	
No	Road & Bridge	Hot Mix Asphalt	742,500	4/14 approved piggyback City of Pocatello contract with Mickelsen Construction, Inc	

\* Project in progress

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## Business Meeting Agenda Request Form

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Requestor Name:

Commission

Department:

Commission

Requestor Email:

commission@bannockcounty.gov

Item(s) to be considered:

Move to accept the Proposed and Increased Fees from the Public Hearing on 8/26/25

Date of meeting being requested:

09/02/2025

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:

**RESOLUTION**

WHEREAS, salary approval forms, for the month of August 2025, have been submitted for approval by the Board of County Commissioners;

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

<b>Date Approved</b>	<b>Name – Reason for Change Department – Position</b>	<b>Salary &amp; Effective Date</b>
06/17/2025 (AMEND)	Devin Johannsen – Completed intro period and POST Jail – Deputy Detention Division	\$23.52/hr 07/29/2025
08/05/2025	David Heaven – Replacing Warren Price D6 Treatment – Treatment Counselor	\$25.78/hr 08/18/2025
08/07/2025	Breanna Allen – Intern Juvenile Justice – Intern	Unpaid 08/24/2025
	Leonard Alo – Temp Event Center – Security Level 1 - Temp	\$15.00/hr 08/14/2025
	Barbara Nelson – Temp Event Center – Security Level 1 - Temp	\$15.00/hr 08/14/2025
08/12/2025	Lori Bishard – Temp Event Center – Event Staff – Temp	\$15.00/hr 08/01/2025
08/19/2025	Jeri Sinclair-Frey – Intern Juvenile Justice/The Village - Intern	Unpaid 09/01/2025
	Charmaine Lowe – Intern Juvenile Justice/The Village – Intern	Unpaid 09/01/2025
	Gabriela Torres – Intern Juvenile Justice/The Village – Intern	Unpaid 09/01/2025
	Destini Stark – Intern Juvenile Justice/The Village – Intern	Unpaid 09/01/2025
	Danielle Huerta – Replacing Jessica Morgan GIS – GIS Analyst II	\$27.61/hr 08/25/2025
08/26/2025	Hayley Turner – Replacing Jennifer Collaer Juvenile Justice – Restorative Conference Coordinator Prevention Specialist PT	\$19.68/hr 09/02/2025

BOARD OF BANNOCK COUNTY COMMISSIONERS

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

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

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

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

In the Matter of APPROVING )  
AUGUST 2025 ALCOHOL LICENSES)

R.S. No. 2025-57  
September 2, 2025

**RESOLUTION**

WHEREAS, in the month of August 2025, the following applied for the following licenses and have been issued permits by the District Health Department and do not have any disqualifications;

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

<b>DATE APPROVED</b>	<b>LIC #</b>	<b>TOTAL</b>	<b>OWNER/APPLICANT</b>	<b>DBA/Event</b>
08/05/2025	ABW2025-010	\$20.00	Leticia Tellaz & Jesus Garcia	Wedding
	ACP2025-011	\$40.00	Goodys Deli	Wedding

BOARD OF BANNOCK COUNTY COMMISSIONERS

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

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

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

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



## **COUNTY ORDINANCE 2025-05**

### **Bannock County, Idaho**

Amendment No. 71 to Zoning Ordinance No. 1998-1

AN ORDINANCE AMENDING ORDINANCE NO. 1998-1, AMENDING THE ZONING DISTRICT DESIGNATION OF APPROXIMATELY 6.75 ACRES OF PROPERTY LOCATED AT 11578 N. PHILBIN ROAD, POCATELLO, IDAHO, FROM AGRICULTURAL TO RESIDENTIAL SUBURBAN.

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

#### **SECTION 1:**

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

Change zoning district boundary from AGRICULTURAL to RESIDENTIAL SUBURBAN for a portion of land consisting of approximately 6.75 acres, and belonging to Bryan Moon which is depicted on the map below and identified as tax parcel RPRRMNL000500.



#### **SECTION 2: REPEALING CLAUSE**

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

#### **SECTION 3: SEVERABILITY:**

If any word, phrase, section, subsection, provision, clause or paragraph of this ordinance shall be

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

**SECTION 4: EFFECTIVE DATE:**

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

Adopted this 2nd day of September, 2025.

BOARD OF BANNOCK COUNTY COMMISSIONERS

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

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

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

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

**PUBLIC NOTICE OF BANNOCK COUNTY ORDINANCE ADOPTION**

The Board of Commissioners of Bannock County, Idaho, hereby gives notice of the adoption of Ordinance 2025-05. A summary of the Ordinance includes:

AN ORDINANCE AMENDING ORDINANCE NO. 1998-1, AMENDING THE ZONING DISTRICT DESIGNATION OF APPROXIMATELY 6.75 ACRES OF PROPERTY LOCATED AT 11578 N. PHILBIN ROAD, POCATELLO, IDAHO, FROM AGRICULTURAL TO RESIDENTIAL SUBURBAN.

The land is owned by Bryan Moon and identified as tax parcel RPRRMNL000500.

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

BOARD OF BANNOCK COUNTY COMMISSIONERS

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

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

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

This is a true and complete summary of Ordinance 2025-05 and provides adequate notice to the public.

JASON C. DIXON, CLERK  
\_\_\_\_\_

Publication Date: Sept 6, 2025

## BANNOCK COUNTY PUBLIC HEARING NOTICE

NOTICE IS HEREBY GIVEN THAT THE BANNOCK COUNTY BOARD OF COMMISSIONERS will conduct a public hearing on Tuesday, October 21, 2025, at 2:30 p.m. in the Bannock County Courthouse, Room 212, Pocatello, Idaho.

TOPIC OF MEETING: Establishing the Arimo Area of City Impact pursuant to Idaho Code §67-6526, and adopt an ordinance with a map.

Oral and/or written testimony concerning this issue will be taken at the public hearing. Written testimony may be submitted to Bannock County Commissioners, 624 East Center, Room 101, Pocatello, ID 83201, or via email at: [commission@bannockcounty.gov](mailto:commission@bannockcounty.gov) prior to the meeting.

The proposal is available at [www.bannockcounty.gov](http://www.bannockcounty.gov) or can be requested through the email above. Questions regarding the petition or process can be addressed by the Planning and Development Department at 208-236-7230.

If any person requires special assistance or accommodation to participate in this hearing, please call (208) 236-7210 to make the necessary arrangements prior to the public hearing.

BOARD OF BANNOCK COUNTY COMMISSIONERS

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Jeff Hough, Chair

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Ernie Moser, Commissioner

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Ken Bullock, Commissioner

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

Publication Dates: September 13, 27, and October 4, 2025

## BANNOCK COUNTY PUBLIC HEARING NOTICE

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TOPIC OF MEETING: Establishing the Chubbuck Area of City Impact pursuant to Idaho Code §67-6526, and adopt an ordinance with a map.

Oral and/or written testimony concerning this issue will be taken at the public hearing. Written testimony may be submitted to Bannock County Commissioners, 624 East Center, Room 101, Pocatello, ID 83201, or via email at: [commission@bannockcounty.gov](mailto:commission@bannockcounty.gov) prior to the meeting.

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Ken Bullock, Commissioner

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

Publication Dates: September 13, 27, and October 4, 2025

## BANNOCK COUNTY PUBLIC HEARING NOTICE

NOTICE IS HEREBY GIVEN THAT THE BANNOCK COUNTY BOARD OF COMMISSIONERS will conduct a public hearing on Tuesday, October 21, 2025, at 1:45 p.m. in the Bannock County Courthouse, Room 212, Pocatello, Idaho.

TOPIC OF MEETING: Establishing the Downey Area of City Impact pursuant to Idaho Code §67-6526, and adopt an ordinance with a map.

Oral and/or written testimony concerning this issue will be taken at the public hearing. Written testimony may be submitted to Bannock County Commissioners, 624 East Center, Room 101, Pocatello, ID 83201, or via email at: [commission@bannockcounty.gov](mailto:commission@bannockcounty.gov) prior to the meeting.

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BOARD OF BANNOCK COUNTY COMMISSIONERS

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Ernie Moser, Commissioner

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Ken Bullock, Commissioner

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

Publication Dates: September 13, 27, and October 4, 2025

## BANNOCK COUNTY PUBLIC HEARING NOTICE

NOTICE IS HEREBY GIVEN THAT THE BANNOCK COUNTY BOARD OF COMMISSIONERS will conduct a public hearing on Tuesday, October 21, 2025, at 2:45 p.m. in the Bannock County Courthouse, Room 212, Pocatello, Idaho.

TOPIC OF MEETING: Establishing the Inkom Area of City Impact pursuant to Idaho Code §67-6526, and adopt an ordinance with a map.

Oral and/or written testimony concerning this issue will be taken at the public hearing. Written testimony may be submitted to Bannock County Commissioners, 624 East Center, Room 101, Pocatello, ID 83201, or via email at: [commission@bannockcounty.gov](mailto:commission@bannockcounty.gov) prior to the meeting.

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BOARD OF BANNOCK COUNTY COMMISSIONERS

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Ernie Moser, Commissioner

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

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

Publication Dates: September 13, 27, and October 4, 2025

## BANNOCK COUNTY PUBLIC HEARING NOTICE

NOTICE IS HEREBY GIVEN THAT THE BANNOCK COUNTY BOARD OF COMMISSIONERS will conduct a public hearing on Tuesday, October 21, 2025, at 3:00 p.m. in the Bannock County Courthouse, Room 212, Pocatello, Idaho.

TOPIC OF MEETING: Establishing the Lava Hot Springs Area of City Impact pursuant to Idaho Code §67-6526, and adopt an ordinance with a map.

Oral and/or written testimony concerning this issue will be taken at the public hearing. Written testimony may be submitted to Bannock County Commissioners, 624 East Center, Room 101, Pocatello, ID 83201, or via email at: [commission@bannockcounty.gov](mailto:commission@bannockcounty.gov) prior to the meeting.

The proposal is available at [www.bannockcounty.gov](http://www.bannockcounty.gov) or can be requested through the email above. Questions regarding the petition or process can be addressed by the Planning and Development Department at 208-236-7230.

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BOARD OF BANNOCK COUNTY COMMISSIONERS

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Ernie Moser, Commissioner

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Ken Bullock, Commissioner

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

Publication Dates: September 13, 27, and October 4, 2025

## BANNOCK COUNTY PUBLIC HEARING NOTICE

NOTICE IS HEREBY GIVEN THAT THE BANNOCK COUNTY BOARD OF COMMISSIONERS will conduct a public hearing on Tuesday, October 21, 2025, at 1:30 p.m. in the Bannock County Courthouse, Room 212, Pocatello, Idaho.

TOPIC OF MEETING: Establishing the McCammon Area of City Impact pursuant to Idaho Code §67-6526, and adopt an ordinance with a map.

Oral and/or written testimony concerning this issue will be taken at the public hearing. Written testimony may be submitted to Bannock County Commissioners, 624 East Center, Room 101, Pocatello, ID 83201, or via email at: [commission@bannockcounty.gov](mailto:commission@bannockcounty.gov) prior to the meeting.

The proposal is available at [www.bannockcounty.gov](http://www.bannockcounty.gov) or can be requested through the email above. Questions regarding the petition or process can be addressed by the Planning and Development Department at 208-236-7230.

If any person requires special assistance or accommodation to participate in this hearing, please call (208) 236-7210 to make the necessary arrangements prior to the public hearing.

BOARD OF BANNOCK COUNTY COMMISSIONERS

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

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

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

Publication Dates: September 13, 27, and October 4, 2025

## BANNOCK COUNTY PUBLIC HEARING NOTICE

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TOPIC OF MEETING: Establishing the Pocatello Area of City Impact pursuant to Idaho Code §67-6526, and adopt an ordinance with a map.

Oral and/or written testimony concerning this issue will be taken at the public hearing. Written testimony may be submitted to Bannock County Commissioners, 624 East Center, Room 101, Pocatello, ID 83201, or via email at: [commission@bannockcounty.gov](mailto:commission@bannockcounty.gov) prior to the meeting.

The proposal is available at [www.bannockcounty.gov](http://www.bannockcounty.gov) or can be requested through the email above. Questions regarding the petition or process can be addressed by the Planning and Development Department at 208-236-7230.

If any person requires special assistance or accommodation to participate in this hearing, please call (208) 236-7210 to make the necessary arrangements prior to the public hearing.

BOARD OF BANNOCK COUNTY COMMISSIONERS

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Jeff Hough, Chair

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Ernie Moser, Commissioner

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

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

Publication Dates: September 13, 27, and October 4, 2025

# NOTICE OF SALE OF BANNOCK COUNTY REAL PROPERTY

NOTICE IS HEREBY GIVEN, pursuant to an order of the Board of Bannock County Commissioners, and under the provisions of Section 31-808 of the Idaho Code, that the Sheriff of Bannock County will offer the following described real property for sale at public auction to the highest bidder for cash, or lawful money of the United States. The Board of Bannock County Commissioners reserves the right to reject any and all bids. The following described property will be offered for sale on Tuesday, September 30, 2025, at 2:00 p.m. in room 212 of the Bannock County Courthouse at 624 E. Center Street in the City of Pocatello, Bannock County, Idaho. **BANNOCK COUNTY DOES NOT GUARANTEE CLEAR TITLE when a County Deed is issued to successful bidder. ANY PROPERTY MAY HAVE LIENS OR ENCUMBRANCES. All sales transactions must be completed by the successful bidder as of 5:00 p.m. on September 30, 2025, or sale is void.** For more information, contact the Bannock County Commissioners' Office at 208-236-7210. Said property is particularly described as follows to wit:

**PARCEL 1:**

RPRDDOW034100

Section 34, Township 11 South, Range 37 East, Boise Meridian

All block

Block 87

Townsite of Downey

Irregular shape Block in Townsite of Downey approximately 0.13 Acres located at the unimproved cross streets of 1<sup>st</sup> East and 4<sup>th</sup> South

Opening Bid: \$109.05

Previous Owner: Turner, Theo J

**PARCEL 2:**

RPRPCPP124800

Section 12, Township 7 South, Range 34 East, Boise Meridian

Tract in the Northwest Quarter of the Southeast Quarter

Tax Number 96 0.40 Acres

Country Property in Pocatello

Fairly narrow strip of bare ground running along the East side of Ziebarth Rd. in Pocatello

Opening Bid: \$653.71

Previous Owner: Hedges, John Etal

**PARCEL 3:**

RPRPPOC309800

Section 27, Township 6 South, Range 34 East, Boise Meridian

Lots 1, 2, 3  
Block 470  
Pocatello Townsite

Irregular shaped Lots of bare ground, approximately 0.19 acres located Northwesterly of 1705 N Arthur Ave in Pocatello

Opening Bid: \$1,040.94  
Previous Owner: Post Co & Post Register c/o Jack Brady

**PARCEL 4:**

RPRPIN3000800

Section 7, Township 7 South, Range 35 East, Boise Meridian

Easterly Triangular portion of Lot 7 0.03 Acres  
Block 1  
Indian Hills 3<sup>rd</sup> Subdivision

Bare piece of ground adjacent to parcel at 4980 Mohawk Place in Pocatello

Opening Bid: \$573.31  
Previous Owner: Swallow, Ronald E Etal

**PARCEL 5:**

RPRPCPP026202

Section 15, Township 6 South, Range 34 East, Boise Meridian

Tract in the northwest quarter of the northwest quarter tax number 545 0.02 acres  
Country Property inside the City of Pocatello

Bare ground behind and east of house located at 3982 Hawthorne Rd Pocatello

Opening Bid: \$109.05  
Previous Owner: Bruce G Flint

**PARCEL 6:**

RPRPSNS003000

Section 6, Township 7 South, Range 35 East, Boise Meridian

Lot 6 0.17 Acres  
Block 4  
Sunset Subdivision

Bare ground Lot located East of and behind parcel at 3344 Golden Ave in Pocatello

Opening Bid: \$109.05  
Previous Owner: Declue, Marina & Kroeter, Marina & Declue, Gregory

**PARCEL 7:**

RPRPSNS003100

Section 6, Township 7 South, Range 35 East, Boise Meridian

Lot 7 0.17 Acres  
Block 4  
Sunset Subdivision

Bare ground Lot located East of and behind parcel at 3322 Golden Ave in Pocatello

Opening Bid: \$109.05  
Previous Owner: Declue, Marina & Kroeter, Marina & Declue, Gregory

**PARCEL 8:**

RPRCSPK000402

Section 3, Township 6 South, Range 34 East, Boise Meridian

The South 4.30 feet of the West 48.92 feet of Lot 4  
The South 4.30 feet of the East 25.08 feet of Lot 5  
Tax Number 2 0.007 Acres  
Block 1  
Spring Park Residential Infill PUD

Narrow strip of ground contiguous and behind parcel at 248 James Street, Chubbuck

Opening Bid: \$780.77  
Previous Owner: Siler, Steven

**PARCEL 9:**

RPRPPOC430800

Section 26, Township 6 South, Range 34 East, Boise Meridian

West Triangular portion of north ½ of Lot 12

Also described as the West 21 feet of Lot 12

Block 585

Pocatello Townsite

Bare ground west of and behind parcels at 705 and 711 Willow Ave, Pocatello

Opening Bid: \$605.99

Previous Owner: Hadley, Lamar & Hadley, Pearl

**PARCEL 10:**

RPR4265010403

Section 11, Township 10 South, Range 36 East, Boise Meridian

Tract in the Northeast Quarter of the Northwest Quarter

Tax Number 4 4.25 Acres

Bare ground East of road closest address 231 E Glover Rd in Arimo

Opening Bid: \$109.05

Previous Owner: Bannock County

**PARCEL 11:**

RPR3803013208

Section 15, Township 5 South, Range 34 East, Boise Meridian

Tract in the Northeast Quarter of the Northeast Quarter

Tax Number 95 1.16 Acres

Bare ground located at 224 Cemetery Rd. Note, parcel offered is land only and mobile home located on the property is not included in sale

Opening Bid: \$2,298.61

Previous Owner: Hayden, Don

**PARCEL 12:**

RPRPCPP158000 (2025 Parcel number annexed to city of Pocatello)

RPR4013007013 (2024 Parcel number)

Section 8, Township 7 South, Range 35 East, Boise Meridian

Tract in the Northwest Quarter of the Southeast Quarter Tax Number 245 0.04 Acres

Tract in the Northwest Quarter of the Southeast Quarter Tax Number 246 0.17 Acres

Tract in the Northwest Quarter of the Southeast Quarter Tax Number 248 0.15 Acres

Narrow strip of ground, parcel created as result of survey showing a gap in legal descriptions in adjoining parcel owners see Record of Survey 22014169 for details and location.

Opening Bid: \$514.15

Previous Owner: Moore, Charles

**BOARD OF BANNOCK COUNTY COMMISSIONERS**

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

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

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

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

**PUBLISH DATES:**

Tax Sale: September 30, 2025 at 1:30 p.m.



- III. The Contractor shall provide the Bannock County D6 Treatment with a copy of an Enhanced Background Check completed within the last 3 years, Licensing and/or Certifications pertaining to education and ability to provide contracted services stated in Section II.
- IV. The Contractor agrees to adhere to the Federal, State, and local law, regulation, and judgements, along with the ACM Code of Ethics and Professional Conduct, the Bannock/D6 Treatment's Policy and Procedures, and third-party payer requirements.

**III. Payment.** In consideration of the Contracted Services to be performed by the Contractor, Bannock County D6 Treatment agrees to be invoiced monthly for direct treatment counseling in 15-minute billable units at a rate of \$7.25 per direct counseling billable unit (equivalent to \$30 / hour). The Bannock County D6 Treatment also agrees to be invoiced monthly for indirect charting, billing or administrative 15-minute billing units at a rate of \$2.25 per billable unit (equivalent to \$21 / hour). The invoice will use a format the same or similar to Attachment A to enable the Bannock County D6 Treatment to verify billable units in supporting software for Medicaid and other third-party payer compliance.

The Contractor agrees to be paid on a Net 30 basis from the date the Bannock County D6 Treatment receives the invoice. In the event of payment disputes, the Bannock County D6 Treatment agrees to pay undisputed amounts of invoiced services according to the Net 30 basis, provided they receive an updated invoice of undisputed amounts to be approved and paid.

The Contractor agrees to not bill Bannock County D6 Treatment for direct or indirect care services that have not been provided. To further avoid fraudulent claims, the Bannock County D6 Treatment reserves the right to proportionally not pay for invoiced, 15-minute billable units that cannot be verified or that have not been appropriately billed, charted, or otherwise documented as required by Medicaid or other third-party payer requirements.

**IV. Contractor Expense Responsibility.** The Contractor agrees to be responsible for:

**Certification, License, Training and other Qualification Expenses:** The Contractor is required to provide services while certified or while applying to be a Certified Alcohol & Drug Counselor (CADC) within the State of Idaho, along with any required initial and subsequent background screenings, initial or renewal certification fees, trainings, continuing education and any other qualification costs that may be required to provide billable counseling treatment services to clients. The Contractor is also responsible for securing any required business licenses.

The Contractor represents and warrants that he/she complies with federal, state, and local laws requiring any required licenses, permits, and certificates necessary to perform the Services under this Agreement.

**Tools & Equipment:** The Contractor will provide their own computer and other needed hardware, a secure internet connection, phone and any office furniture or office materials needed to provide the Contracted Services. Bannock County D6 Treatment may provide access to and require the use of charting, billing or other client / patient software or support portals and programs to ensure client coordination of care, secure remote treatment and required billing requirements are met.

**Taxes and Benefits:** The Contractor is required to provide an updated Form W-9 as requested of the Bannock County D6 Treatment and, be responsible for their own income taxes, Social Security contributions/payments, unemployment, or other required taxes. The Contractor is also responsible for their own health, retirement, life, disability, supplemental, leave or other benefits. The Contractor shall not be entitled to unemployment or workers compensation in connection with the Services performed under this Agreement.

The Contractor should not submit billable, charting or admin units on invoices for their own personal leaves of absence, vacation, sick, disability or other personal time-off, and should notify the Bannock County D6 Treatment 14 days in advance for such personal leaves that would prevent direct caseload treatments and indirect charting and billing.

Under this Agreement, Bannock County D6 Treatment shall not be responsible for withholding FICA, Medicare, Social Security, or any other federal or state withholding taxes from the Contractor's payments to employees or personnel or make payments on behalf of the Contractor; make federal or state unemployment compensation contributions on the Contractor's behalf; and the payment of all taxes incurred related to or while performing the Services under this Agreement, including all applicable income taxes and, if the Contractor is not a corporation, all applicable self-employment taxes. Upon demand, the Contractor shall provide the Bannock County D6 Treatment with proof that such payments have been made.

**V. Insurance Requirements:** The Contractor agrees to bear all responsibility for the actions related to themselves under this Agreement. In addition, the Contractor agrees to obtain occurrence-based general liability, professional/malpractice and sexual abuse/molestation defense insurance coverage that satisfies the following minimum amounts:

Each Occurrence:	\$100,000
Aggregate:	\$300,000

The independent contractor also acknowledges that they will obtain workers compensation coverage or waive such coverage as allowed in their jurisdiction. The Contractor also acknowledges they are not considered eligible for workers compensation coverage under Bannock County D6 Treatment as part of this agreement.

The Contractor will be required to submit a certificate of insurance within 30 days of this executed agreement verifying the required coverage types and amounts required, and that also names Bannock County D6 Treatment as an additional insured. An updated certificate of insurance will be required to be submitted to Bannock County D6 Treatment before or at the time that this agreement renewal or as otherwise requested.

**VI. Renewal and Termination.** This agreement will automatically renew annually with the same terms unless the Contractor provides at least a 30-day notification to the Bannock County D6 Treatment before the renewal date to renegotiate its terms or terminate the agreement. The Contractor and Bannock/D6 Treatment

- Have the option to terminate this Agreement at any time by providing 30 days' written notice.
- Have the option to terminate this Agreement where there is reasonable cause.

The Bannock County D6 Treatment Contractor may terminate this Agreement immediately, and any obligations stated hereunder, with **reasonable cause** by providing written notice of a material breach of the other party; or any act exposing the other party to liability, personal injury, or property damage.

**XIII. Indemnification and Cooperation.** The Contractor shall indemnify and hold the Bannock County D6 Treatment harmless from any loss or liability from performing the Services under this Agreement. The Contractor also agrees to cooperate with any payer, compliance, financial or other audit or investigation related to the services provided, or as otherwise required by the Bannock County D6 Treatment for lawful order.

**XIV. Confidentiality.** The Contractor acknowledges that it will be necessary for the Bannock County D6 Treatment to disclose certain confidential and proprietary information to the Contractor in order for the Contractor to perform the services under this Agreement. The Contractor will not disclose or use, either during or after the term of this Agreement, any proprietary or confidential information of the Bannock County D6 Treatment and persons involved in the Services defined in Section II without prior written permission except to the extent necessary to perform Services on the Business Entities behalf.

Proprietary or confidential information includes, but is not limited to: The written, printed, graphic, or electronically recorded materials furnished by Bannock County D6 Treatment for Contractor to use; Any written or tangible information deemed "confidential," "proprietary," or with a similar legend, or any information that Bannock County D6 Treatment makes reasonable efforts to maintain the secrecy of business or marketing plans or strategies, customer lists, operating procedures, trade secrets, design formulas, know-how and processes, computer programs and inventories, discoveries, and improvements of any kind, sales projections, and pricing information; and information belonging to customers and suppliers of the Bannock County D6 Treatment about whom the Contractor gained knowledge as a result of the Contractor's Services to the Bannock/D6 Treatment.

Upon termination of the Contractor's Services to the Bannock/D6 Treatment, or at the Bannock/D6 Treatment's request, the Contractor shall deliver to the Bannock County D6 Treatment all materials in the Contractor's possession relating to the Bannock County D6 Treatment business and Services provided. The Contractor acknowledges any breach or threatened breach of confidentiality that this Agreement will result in irreparable harm to the Bannock County D6 Treatment for which damages would be an inadequate remedy. Therefore, the Bannock County D6 Treatment shall be entitled to equitable relief, including an injunction, in the event of such breach or threatened breach of confidentiality. Such equitable relief shall be in addition to the Bannock County D6 Treatment rights and remedies otherwise available at law.

Consistent with 45 CFR § 164.504(e) of the HIPAA Privacy Rule, the Contractor will also comply with HIPAA's privacy and security standards when handling Personal Health Information (PHI) of clients and will attest to such by signing the Business Associate Agreement detailed in Attachment B.

**XV. No Partnership.** This Agreement does not create a partnership relationship between the Bannock County D6 Treatment and the Contractor. Unless otherwise directed, the Contractor shall have no authority to enter into contracts on the Bannock/D6 Treatment's behalf or represent the Bannock County D6 Treatment in any manner.

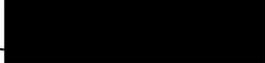
**XVI. Governing Law.** This Agreement shall be governed under the laws in the State of Idaho.

**XVII. Severability.** This Agreement shall remain in effect in the event a section or provision is unenforceable or invalid. All remaining sections and provisions shall be deemed legally binding unless a court rules that any such provision or section is invalid or unenforceable, thus limiting the effect of another provision or section. In such case, the affected provision or section shall be enforced as so limited.

**XVIII. Waiver and Fees.** Any waiver by the Bannock County D6 Treatment of a breach of any section of this Agreement by the Contractor shall not operate or be construed as a waiver of any subsequent breach by the Contractor. Any legal action brought by the Contractor against the Bannock County D6 Treatment in which the Bannock County D6 Treatment prevails will obligate the Contractor to be responsible for all attorney fees incurred from the action.

**XIX. Amendments.** Any amendments to this agreement shall be in writing and signed by both parties to be considered in effect. Verbal or other negotiations concerning this agreement that are not executed by official and signed amendment will not dictate the terms of this agreement.

**XX. Entire Agreement.** This Agreement, along with any attachments or addendums, represents the entire agreement between the parties. Therefore, this Agreement supersedes any prior agreements, promises, conditions, or understandings between the Bannock County D6 Treatment and Contractor.

Contractor Signature   
Print Name 

Date 8/20/25

Bannock County D6 Treatment Signature \_\_\_\_\_

Date 9/2/25

Print Name Jeff Hough

Title: Commissioner,  
Chairman

Attachment A: Sample Invoice

# INVOICE

INVOICE DATE:  
Date

TO: Bannock County D6 Treatment  
1001 N 7<sup>th</sup> Ave, Ste 260  
Pocatello, ID 83201  
(208) 242-9087

INVOICE #  
100

CONTRACTOR	SERVICES	PAYMENT TERMS	DUE DATE
May Mitton	Counseling Treatment, Charting and Admin	Net 30	

SERVICE TYPE	A. 15 MINUTE BILLING UNITS	(BILLING UNIT HOUR EQUIVALENT)	B. BILLING UNIT RATE	LINE TOTAL (A x B)
<i>Example</i>	4	1	7.50	30.00
<b>DIRECT CONTACT</b>				
Counseling - Medicaid	0	0	7.50	0.00
Counseling - ID Supreme Court	0	0	7.50	0.00
Counseling - Other Payer	0	0	7.50	0.00
<b>DIRECT CONTACT SUBTOTALS</b>	0	0		\$0,000.00
<b>INDIRECT CONTACT</b>				
Charting	0	0	5.25	0.00
Billing	0	0	5.25	0.00
Other Admin	0	0	5.25	0.00
<b>INDIRECT CONTACT SUBTOTALS</b>	0	0		\$0,000.00
<b>INVOICE SUBTOTALS</b>	0	0		\$0,000.00
			<b>SALES TAX</b>	0.00
			<b>TOTAL</b>	\$0,000.00

MAKE ALL CHECKS PAYABLE TO: MYA MITTON  
12764 SUNFISH DRIVE | MIDDLEBURY, IN 46540 | PHONE: 208-589-3205

## Attachment B: HIPAA Business Associate Agreement

Words or phrases contained in brackets are intended as either optional language or as instructions to the users of these sample provisions.

### **Definitions**

#### Catch-all definition:

The following terms used in this Agreement shall have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required By Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.

#### Specific definitions:

- (a) Business Associate. "Business Associate" shall have the same meaning as the term "business associate" at 45 CFR 160.103, and in reference to the party to this agreement, shall mean the Contractor.
- (b) Covered Entity. "Covered Entity" shall have the same meaning as the term "covered entity" at 45 CFR 160.103, and in reference to the party to this agreement, shall mean the Bannock/D6 Treatment.
- (c) HIPAA Rules. "HIPAA Rules" shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.

### **Obligations and Activities of Business Associate**

Business Associate agrees to:

- (a) Not use or disclose protected health information other than as permitted or required by the Agreement or as required by law,
- (b) Use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information, to prevent use or disclosure of protected health information other than as provided for by the Agreement,
- (c) Report to covered entity any use or disclosure of protected health information not provided for by the Agreement of which it becomes aware, including breaches of unsecured protected health information as required at 45 CFR 164.410, and any security incident of which it becomes aware,  
[The parties may wish to add additional specificity regarding the breach notification obligations of the business associate, such as a stricter timeframe for the business associate to report a potential breach to the covered entity and/or whether the business associate will handle breach notifications to individuals, the HHS Office for Civil Rights (OCR), and potentially the media, on behalf of the covered entity.]
- (d) In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any subcontractors that create, receive, maintain, or transmit protected health information on behalf of the business associate agree to the same restrictions, conditions, and requirements that apply to the business associate with respect to such information;
- (e) Make available protected health information in a designated record set to the Bannock County D6 Treatment as necessary to satisfy the covered entity's obligations under 45 CFR 164.524,
- (f) Make any amendment(s) to protected health information in a designated record set as directed or agreed to by the covered entity pursuant to 45 CFR 164.526, or take other measures as necessary to satisfy covered entity's obligations under 45 CFR 164.526,
- (g) Maintain and make available the information required to provide an accounting of disclosures to the Bannock County D6 Treatment as necessary to satisfy the covered entity's obligations under 45 CFR 164.528,
- (h) To the extent the business associate is to carry out one or more of covered entity's obligation(s) under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to the covered entity in the performance of such obligation(s); and
- (i) Make its internal practices, books, and records available to the HHS Secretary for purposes of determining compliance with the HIPAA Rules.

**Permitted Uses and Disclosures by Business Associate**

- (a) Business associate may only use or disclose protected health information to complete the services of the counseling treatment and charting service agreement.
- (b) Business associate may use or disclose protected health information as required by law.
- (c) Business associate agrees to make uses and disclosures and requests for protected health information consistent with covered entity's minimum necessary policies and procedures.
- (d) Business associate may not use or disclose protected health information in a manner that would violate Subpart E of 45 CFR Part 164 if done by covered entity [if the Agreement permits the business associate to use or disclose protected health information for its own management and administration and legal responsibilities or for data aggregation services as set forth in optional provisions (e), (f), or (g) below, then add ", except for the specific uses and disclosures set forth below."]
- (e) Business associate may use protected health information for the proper agreement management and administration of the business associate or to carry out the legal responsibilities of the business associate.

**Provisions for Covered Entity to Inform Business Associate of Privacy Practices and Restrictions**

- (a) Covered entity shall notify business associate of any restriction on the use or disclosure of protected health information that covered entity has agreed to or is required to abide by under 45 CFR 164.522, to the extent that such restriction may affect business associate's use or disclosure of protected health information.

**Term and Termination**

- (a) Term. The Term of this Agreement shall be effective as of August 1, 2025, and shall terminate on when service agreement terminates or on the date covered entity terminates for cause as authorized in paragraph (b) of this Section, whichever is sooner.
- (b) Termination for Cause. Business associate authorizes termination of this Agreement by covered entity, if covered entity determines business associate has violated a material term of the Agreement and business associate has not cured the breach or ended the violation within the time required by covered entity.
- (c) Obligations of Business Associate Upon Termination. Upon termination of this Agreement for any reason, business associate shall return to covered entity [or, if agreed to by covered entity, destroy] all protected health information received from covered entity, or created, maintained, or received by business associate on behalf of covered entity, that the business associate still maintains in any form. Business associate shall retain no copies of the protected health information.
- (d) Survival. The obligations of business associate under this Section shall survive the termination of this Agreement.

**Miscellaneous**

- (c) Interpretation. Any ambiguity in this Agreement shall be interpreted to permit compliance with the HIPAA Rules.

Contractor Signature ( [Redacted] ) Date 0/20/25

Print Name [Redacted]

Bannock County D6 Treatment Signature [Signature] Date 8/20/2025

Print Name Ashley Binghamst-LCP/MLC Title: Director