



## 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, October 28, 2025**

**9:00 AM** Commissioners' Regular 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)
- Randy Hobson, Chief Deputy Assessor, request to discuss a tax cancellation/value cancellation (requested 5 minutes) (potential action item)
- Kristi Klauser, Comptroller, request (1) for a potential signature on lease documents for 2025 loader and 2025 grader and (2) for approval of 3rd quarter unemployment with a potential executive session under Idaho Code §74-206(1)(d) regarding records exempt from disclosure with potential action following adjournment of Executive Session (requested 10 minutes) (potential action item)
- Ernie Moser, Commissioner, request to discuss an interest in real property with potential Executive Session under Idaho Code §74-206(1)(c) regarding acquiring an interest in real property with potential action following adjournment of Executive Session (requested 10 minutes) (potential action item)

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

Resolution No. 2025-74 Authorization and Order to Reallocate Fund

**SIGNATURE ONLY (action items):**

Quit Claim Deeds

Mountain Shadow Landscaping contract for snow removal

Vestis credit application

**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

Mileage and Travel Approvals

Minutes: Approval and signature on certification of meeting minutes for October 17 and 21, 2025

**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:

Randy Hobson

Department:

Assessor

Requestor Email:

randyhobson3@gmail.com

Item(s) to be considered:

Tax Cancellation/Value Cancellation

Documents to follow

Date of meeting being requested:

10/28/2025

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:

Anita Hymas, Jennifer Clark



BANNOCK COUNTY  
 ASSESSOR'S OFFICE  
 130 N. 6TH AVE., Pocatello, ID 83201  
 P.O. Box 4969, Pocatello, ID 83205

ANITA HYMAS  
 Assessor

Phone: (208) 236-7260  
 Fax: (208) 232-7074

October 28, 2025

Honorable Commissioners  
 Jeff Hough, Chairman  
 Bannock County Courthouse  
 Pocatello, Idaho 83205

Honorable Commissioners:

Please allow the following property tax cancellations pertaining to the **2025 property tax roll**. Calculations are to be completed by the Bannock County Treasurer using the appropriate levy and the following market value. Any request for tax cancellation will be accompanied with an explanation for each individual parcel. This request for tax cancellation does not affect the certified market value. Idaho Code 63-1302

PARCEL NUMBER	OWNER	EXPLANATION	MARKET VALUE CANCELLATION
RPR3803010215	Davis, Dawn Dee	Tribal Exemption	\$280,650
RPRCCPC014800	State of Idaho Trans Dept	Deed to State	\$5,756
RPRCCPC012101	State of Idaho Trans Dept	Deed to State	\$265,603
RPRCVI1001601	Baker, Terence	Hex Deleted in Error	\$125,000
MHMHPB3001907	Mendez De Duque, Mirna	Chg of Ownership now 100%	\$5,090
RPRPPOC299201	Housing Alliance	Deed to Housing Alliance (City of Pocatello)	\$1,250,679
RPR4057029508	Perkins, Robert	House Fire Cancel 9 mo of dwelling	\$471,324

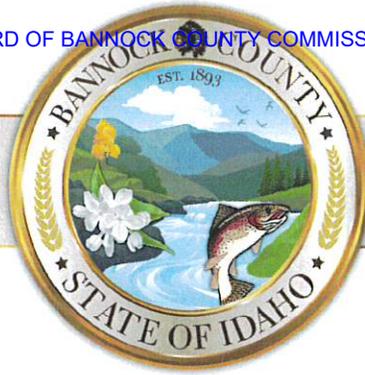
Sincerely,

A handwritten signature in black ink that reads "Anita Hymas".

Anita Hymas  
 Bannock County Assessor  
 CC: TRSR; FILE



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



ERNIE MOSER  
Commissioner  
1st District

JEFF HOUGH  
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KEN BULLOCK  
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Requestor Name:

Kristi Klauser

Department:

Auditing

Requestor Email:

kristik@bannockcounty.us

Item(s) to be considered:

Sign lease documents for 2025 loader and 2025 grader approved 10/10/25

Date of meeting being requested:

10/28/2025

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:



Governmental Equipment Lease-Purchase Agreement (Idaho)  
Contract Number [001-70199393]

**1. PARTIES**

**LESSOR:**

**CATERPILLAR FINANCIAL SERVICES CORPORATION**  
2120 West End Avenue  
Nashville, TN 37203

**LESSEE:**

**BANNOCK COUNTY**  
624 E. CENTER STREET  
POCATELLO, ID 83201

In reliance on your selection of the equipment described below (each a "Unit"), we have agreed to acquire and lease the Units to you, subject to the terms of this Agreement. **Until this Agreement has been signed by our duly authorized representative, it will constitute an offer by you to enter into this Agreement with us on the terms stated herein.**

**2. DESCRIPTION OF THE UNITS**

DESCRIPTION OF UNITS Whether the Unit is new or used, the model number, the manufacturer, and the model name	SERIAL/VIN Unique ID number for this Unit	ANNUAL LEASE PAYMENT This is due per period, as stated below in section 3.	FINAL LEASE PAYMENT	DELIVERY DATE Enter date machine was delivered to you.
1 New 2025 Caterpillar 950-14 Wheel Loader	TN210616	SEE ATTACHMENT	\$200,000.00	10/14/25

**TERMS AND CONDITIONS**

3. **Lease Payments; Current Expense** You will pay us the lease payments, including the final lease payment set forth above (collectively, the "Lease Payments"), provided however, that your obligation to pay Lease Payments extends only from the effective date of this Agreement until expiration of your current fiscal year and thereafter if you renew this Agreement. In the event you desire to renew this Agreement, you shall specifically appropriate funds in the budget adopted by you to make the scheduled Lease Payments. Lease Payments shall be paid by Lessee to Lessor according to the attached payment schedule; provided that all amounts owing hereunder shall be due by the final lease payment date. A portion of each Lease Payment constitutes interest and the balance of each Lease Payment is payment of principal. The Lease Payments will be due without demand. You will pay the Lease Payments to us at CATERPILLAR FINANCIAL SERVICES CORP., P.O. BOX 730681, DALLAS, TX 75373-0681 or such other location that we designate in writing. Your obligations, including your obligation to pay the Lease Payments due in any fiscal year, will constitute a current expense of yours for such fiscal year and will not constitute an indebtedness of yours within the meaning of the constitution and laws of the State of Idaho. Nothing in this Agreement will constitute a pledge by you of any taxes or other moneys, other than moneys lawfully appropriated from time to time for the payment of the "Payments" (as defined in the last sentence of this Section) owing under this Agreement. **You agree that, except as provided in Section 7, your duties and liabilities under this Agreement and any associated documents are absolute and unconditional. Your payment and performance obligations are not subject to cancelation, reduction, or setoff for any reason. You agree to settle all claims, defenses, setoffs, counterclaims and other disputes you may have with the Supplier, the manufacturer of the Unit, or any other third party directly with the Supplier, the manufacturer or the third party, as the case may be. You will not assert, allege or make any such claim, defense, setoff, counterclaim or other dispute against us or with respect to the payments due us under this Agreement.** As used in this Agreement, "Payments" will mean the Lease Payments and any other amounts required to be paid by you.

The portion of the Lease Payments constituting principal will bear interest (computed on the basis of actual days elapsed in a 360 day year) at the rate of 4.99% per annum.

- 4. **Late Charges** If we do not receive a Payment on the date it is due, you will pay to us, on demand, a late payment charge equal to the lesser of five percent (5%) of such Payment or the highest charge allowed by law.
- 5. **Security Interest** To secure your obligations under this Agreement, you grant us a continuing first priority security interest in each Unit (including any Additional Collateral), including all attachments, accessories and optional features (whether or not installed on such Units) and all substitutions, replacements, additions, and accessions, and the proceeds of all the foregoing, including, but not limited to, proceeds in the form of chattel paper. You authorize the filing of such financing statements and will, at your expense, do any act and execute, acknowledge, deliver, file, register and record any document, which we deem desirable to protect our security interest in each Unit and our rights and benefits under this Agreement. You, at your expense, will protect and defend our security interest in the Units and will keep the Units free and clear of any and all claims, liens, encumbrances and legal processes however and whenever arising.
- 6. **Disclaimer of Warranties** WE HAVE NOT MADE AND DO NOT MAKE ANY WARRANTY, REPRESENTATION OR COVENANT OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE UNITS. AS TO US, YOUR LEASE AND PURCHASE OF THE UNITS WILL BE ON AN "AS IS" AND "WHERE IS" BASIS AND "WITH ALL FAULTS". **Nothing in this Agreement is intended to limit, waive, abridge or otherwise modify any rights, claims, or causes of action that you may have against any person or entity other than us.**
- 7. **Non-Appropriation** You have an immediate need for, and expect to make immediate use of, the Units in the ordinary course of your business and maintenance of property. This need is not temporary or expected to diminish during the term of this Agreement. To that end, you agree that your budget for the current fiscal year includes a sufficient amount to permit you to discharge your obligations under this

Agreement. You also agree that your primary business official currently intends, to the extent permitted by law, to include in your budget for approval by your governing board for each successive fiscal year during the term of this Agreement, a sufficient amount to permit you to discharge your obligations under this Agreement. In the event your governing board fails or refuses to appropriate monies sufficient to make the Payments due during your next succeeding fiscal year, this Agreement will not be renewed for such fiscal year and you shall return to us, no later than the last day of the last fiscal year for which appropriations were made for the Payments (the "Return Date"), all of the Units, at your sole expense, in accordance with Section 14, and this Agreement will terminate on the Return Date without penalty or expense to you and you will not be obligated to pay the Lease Payments beyond the last fiscal year for which appropriations were made; provided, that you will pay all Payments for which moneys have been appropriated or are otherwise available; and provided further, that you will pay month-to-month rent at the rate set by us for each month or part of any month that you fail to return the Units.

8. **Tax Warranty** You will, at all times, do and perform all acts and things necessary and within your control to ensure that the component of the Lease Payments received by us that, for the purposes of Federal income taxation, is treated as interest will be excluded from our gross income. You will not permit or cause your obligations under this Agreement to be guaranteed by the Federal Government or any branch or instrumentality of the Federal Government. You will use the Units for the purpose of performing one or more of your governmental functions consistent with the scope of your authority and not in any trade or business carried on by a person other than you. You will report this Agreement to the Internal Revenue Service by filing Form 8038G, 8038GC or 8038, as applicable. Failure to do so will cause this Agreement to lose its tax exempt status. You agree that if the appropriate form is not filed, or if you are in breach of any other tax warranty in this paragraph, the interest rate payable under this Agreement will be raised to the equivalent taxable interest rate. If the use, possession or acquisition of the Units is determined to be subject to taxation, you will pay when due all taxes and governmental charges assessed or levied against or with respect to the Units.
9. **Assignment** You may not, without our prior written consent, by operation of law or otherwise, assign, transfer, pledge, hypothecate or otherwise dispose of your right, title and interest in and to this Agreement and/or the Units and/or grant or assign a security interest in this Agreement and/or the Units, in whole or in part. We may not transfer, sell, assign, pledge, hypothecate, or otherwise dispose of our right, title and interest in and to this Agreement and/or the Units and/or grant or assign a security interest in this Agreement and/or the Units, in whole or in part.
10. **Indemnity** To the extent permitted by law, you assume liability for, agree to and do indemnify, protect and hold harmless us and our employees, officers, directors and agents from and against any and all liabilities, obligations, losses, damages, injuries, claims, demands, penalties, actions, costs and expenses (including reasonable attorney's fees), of whatsoever kind and nature, arising out of the use, condition (including, but not limited to, latent and other defects and whether or not discoverable by you or us), operation, ownership, selection, delivery, storage, leasing or return of any item of Units, regardless of where, how and by whom operated, or any failure on your part to accept the Units or otherwise to perform or comply with any conditions of this Agreement.
11. **Insurance; Loss and Damage**  
You bear the entire risk of loss, theft, destruction or damage to the Units from any cause whatsoever. No loss, theft, destruction or damage of the Units will relieve you of the obligation to make Lease Payments or to perform any obligation owing under this Agreement. You agree to keep the Units insured to protect all of our interests, at your expense, for such

risks, in such amounts, in such forms and with such companies as we may require, including but not limited to fire and extended coverage insurance, explosion and collision coverage, and personal liability and property damage liability insurance. Any insurance policies relating to loss or damage to the Units will name us as loss payee as our interests may appear and the proceeds may be applied toward the replacement or repair of the Units or the satisfaction of the Payments due under this Agreement. You agree to use, operate and maintain the Units in accordance with all laws, regulations and ordinances and in accordance with the provision of any policies of insurance covering the Units, and will not rent the Units or permit the Units to be used by anyone other than you. You agree to keep the Units in good repair, working order and condition and house the Units in suitable shelter, and to permit us or our assigns to inspect the Units at any time and to otherwise protect our interests in the Units. If any Unit is customarily covered by a maintenance agreement, you will furnish us with a maintenance agreement by a party acceptable to us.

12. **Default; Remedies** An "Event of Default" will occur if (a) you fail to pay any Payment when due and such failure continues for ten (10) days after the due date for such Payment or (b) you fail to perform or observe any other covenant, condition, or agreement to be performed or observed by you under this Agreement and such failure is not cured within twenty (20) days after written notice of such failure from us. Upon an Event of Default, we will have all rights and remedies available under applicable law. In addition, we may declare all Lease Payments due or to become due during the fiscal year in which the Event of Default occurs to be immediately due and payable by you and/or we may repossess the Units by giving you written notice to deliver the Units to us in the manner provided in Section 14, or in the event you fail to do so within ten (10) days after receipt of such notice, and subject to all applicable laws, we may enter upon your premises and take possession of the Units. Further, if we financed your obligations under any extended warranty agreement such as an Equipment Protection Plan, Extended Service Contract, Extended Warranty, Customer Service Agreement, Total Maintenance and Repair Agreement or similar agreement, we may cancel such extended warranty agreement on your behalf and receive the refund of the extended warranty agreement fees that we financed but had not received from you as of the date of the Event of Default.
13. **Miscellaneous** This Agreement may not be modified, amended, altered or changed except by a written agreement signed by you and us. In the event any provision of this Agreement is found invalid or unenforceable, the remaining provisions will remain in full force and effect. This Agreement, together with exhibits, constitutes the entire agreement between you and us and supersedes all prior and contemporaneous writings, understandings, agreements, solicitations, documents and representations, expressed or implied. Any terms and conditions of any purchase order or other documents submitted by you in connection with this Agreement which are in addition to or inconsistent with the terms and conditions of this Agreement will not be binding on us and will not apply to this Agreement. You agree that we may correct patent errors in this Agreement and fill in blanks including, for example, correcting or filling in serial numbers, VIN numbers, and dates. Any notices required to be given under this Agreement will be given to the parties in writing and by certified mail at the address provided in this Agreement, or to such other addresses as each party may substitute by notice to the other, which notice will be effective upon its receipt.
14. **Title; Return of Units** Legal title to the Units is vested in us. Upon the payment of all amounts due hereunder, legal title to the Units will pass to you without the necessity of further action by the parties, and we will have no further interest in the Units. If we are entitled to obtain possession of any Units or if you are obligated at any time to return any Units, then you will, at your expense, promptly deliver the Unit to us properly protected and in the condition required by Section 11. You will deliver the Unit, at our option, (i) to the nearest Caterpillar dealer selling

equipment of the same type as the Unit; or (ii) on board a carrier named by us and shipping the Unit, freight collect, to a destination designated by us. If the Unit is not in the condition required by Section 11, you must pay us, on demand, all costs and expenses incurred by us to bring the Unit into the required condition. Until the Units are returned as required above, all terms of this Agreement will remain in full force and effect including, without limitation, your obligation to pay Lease Payments and to insure the Units.

Attachment B and a copy of the minutes of the relevant meeting or (B) an opinion of your counsel substantially in the form attached as Attachment C; (ii) a Verification of Insurance substantially in the form attached to this Agreement; (iii) a copy of the signed Form filed with the Internal Revenue Service required in Section 8 above as Attachment D; and (iv) any other documents or items required by us.

15. **Other Documents** In connection with the execution of this Agreement, you will cause to be delivered to us (i) either (A) a certified copy of your authorizing resolution substantially in the form attached as

16. **Applicable Law** This Agreement will be governed by the laws, excluding the laws relating to the choice of law, of the State of Idaho.

**SIGNATURES**

**LESSOR CATERPILLAR FINANCIAL SERVICES CORPORATION**

**LESSEE BANNOCK COUNTY**

Signature \_\_\_\_\_  
Name (Print) \_\_\_\_\_  
Title \_\_\_\_\_  
Date \_\_\_\_\_

Signature \_\_\_\_\_  
Name (Print) Jeff Hough  
Title Chairman  
Date 10/28/25





INSURANCE SELECTION FORM- INSURANCE REQUIREMENTS

Before funding your equipment, you must arrange physical damage insurance on the equipment identified below. The insurance may be provided through an insurance agent or insurance company of your choice, provided the insurance company has a financial strength rating of at least A- from either A.M. Best, Moody's, S&P, Fitch or Kroll Bond Rating Agency ("KBRA").

Physical Damage coverage must show that Caterpillar Financial Services Corporation has been named as loss payee for the equipment's replacement value. The deductible must be shown. Liability Coverage must be a minimum of \$1,000,000 or combined coverage for bodily injury and property damage per occurrence. Caterpillar Financial Services Corporation must be named as additional insured.

As an alternative to obtaining your own Physical Damage coverage, you may elect to have your equipment insured under coverage arranged by Caterpillar Insurance Services Corporation designed specifically for those that purchase Cat® equipment. If a quote is not included in your document package, please contact your Cat dealer, call 1-800-248-4228, or e-mail PhysicalDamage@cat.com.

Please complete this form to provide contact information for your liability coverage, as well as your physical damage coverage if you did not elect to arrange your physical damage coverage through Caterpillar Insurance Services Corporation.

Transaction Number: 001-70199393
Dealer Name: WESTERN STATES EQUIPMENT COMPANY
Customer's Name: BANNOCK COUNTY
Address: 624 E. CENTER STREET
POCATELLO, ID 83201

I have entered into the above agreement under which I am responsible for providing insurance against ALL RISKS of direct physical loss or damage for the replacement value of the following equipment, subject to common exclusions such as damage caused by corrosion, rust, mechanical or electrical breakdown, etc.

Table with 5 columns: Model #, Equipment Description, Serial #, VIN#, Policy Limit (Value Including Tax). Row 1: 1. 950-14, 2025 Caterpillar Wheel Loader, TN210616, \$330,097.16

Mutual Insurance
Insurance Agency
1575 Baldy Ave
Street Address
Pocatello
City
ID
State
83201
Zip
208-237-9696
Agent's Phone Number
Fax Number
jaysomm@mutualid.com
E-mail Address

TO CUSTOMER'S INSURANCE AGENT

Caterpillar Financial Services Corporation must be added as a Loss Payee for physical damage and as an Additional Insured for general liability for the equipment listed above:

- [X] To my existing policy number(s) attached, which now provide the coverage required, or
[ ] To a policy or policies which you are authorized to issue in the name listed above which will provide the coverage required.

Signature
Name(Print) Jeff Hough
Title Chairman
Date 10/28/25

**PROCESSING OF THIS TRANSACTION MAY BE HELD PENDING RECEIPT OF THIS INFORMATION**

**PLEASE FORWARD A COPY OF THE CERTIFICATE OR BINDER EVIDENCING COVERAGE TO:**

**CATERPILLAR FINANCIAL SERVICES CORPORATION Attn: Document Services  
2120 West End Avenue Nashville, TN 37203**

**PLEASE ATTACH A COPY OF THIS NOTICE TO PROOF OF INSURANCE**

CUSTOMER INFORMATION VERIFICATION  
Contract Number 001-70199393



CUSTOMER INFORMATION

CHANGES TO CUSTOMER INFORMATION

Customer Name: BANNOCK COUNTY

Physical Address: 5500 S. 5TH AVE  
POCATELLO, ID, 83204

Mailing Address: 624 E. CENTER STREET  
POCATELLO, ID, 83201

Equipment Location: 5500 S. 5TH AVE  
POCATELLO, ID, 83204

Business Phone: 2082367335

Mobile Phone: \_\_\_\_\_

E-mail Address: kristik@bannockcounty.gov

The changes above apply to:  Current Request for financing  All active contracts

TAX INFORMATION

Tax Exempt\*\*      Non-Exempt

Asset outside the City limits Yes  No

**\*\*A Tax Exemption Certificate is required for all tax exempt customer. If you are tax exempt – please enclose a current tax exemption certificate to be returned with your documents.**

AUTO PAY INFORMATION (Checking Account Information)

I decline Auto Pay authorization at this time

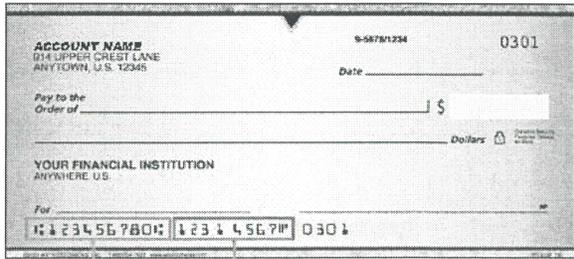
I request and authorize Caterpillar Financial Services Corporation ("Cat Financial") to begin debiting my account for the amounts due under the contract(s) indicated below, with debits made to my account and withdrawn by Cat Financial, provided my account has sufficient collected funds to pay the debit when presented. If my financial institution dishonors any debit for any reason, Cat Financial may issue another debit in substitution for the dishonored debit and will have no liability on account of a dishonored debit. I agree that Cat Financial's rights relating to each debit will be the same as if I had personally signed a check. I agree that I will be liable to make payment promptly, including any applicable late fees, if any debit is not paid, unless Cat Financial or its agents or affiliates are directly responsible for the nonpayment. I acknowledge that I may cancel this authorization at any time by written notice to Cat Financial, which notice will be effective 10 days after receipt; however, my cancellation of this authorization does not terminate, cancel or reduce my obligations under the contract(s). I understand that Cat Financial will not notify me in advance of any withdrawal and I agree to waive all pre-notification requirements in respect of all debits drawn under this authorization. Please use the information below to set up Auto Pay on:

Bank Name \_\_\_\_\_ Account Name (exactly as it appears on Check) \_\_\_\_\_

Routing Number \_\_\_\_\_ 9 digits

Account Number \_\_\_\_\_ 3-17 digits

Re-Enter Account Number \_\_\_\_\_ 3-17 digits



Routing Number      Account Number

**CUSTOMER SIGNATURE**

The information above has been reviewed and is accurate to the best of my knowledge. For a joint account, all account holders must sign if more than one signature is required on checks issued against the account.

\_\_\_\_\_

Name

\_\_\_\_\_

Title

\_\_\_\_\_

For questions or assistance with Auto Pay, or for information about your account, please contact Customer Service, 1-800-651-0567.

Thank you for selecting Caterpillar products and for allowing Caterpillar Financial Services Corporation to serve your financing needs. Included in this document package are all of the forms that will be needed for standard tax exempt lease purchase transactions. The forms have been designed to be clear, concise and user friendly. We have also provided a brief explanation of the purpose of each form. If you wish to discuss any of the forms or have any questions about any aspect of this transaction, we encourage you to contact your Caterpillar Dealer or Caterpillar Financial Services Corporation at 1-866-263-3791 Option # 5.

**A. Governmental Equipment Lease-Purchase Agreement.** The Governmental Lease-Purchase Agreement contains the terms that govern each transaction between us. It is the standard Caterpillar Financial Services Corporation tax exempt lease-purchase agreement, and provides that we will lease to you the equipment described therein pursuant to a full payout amortization schedule. A new Governmental Equipment Lease-Purchase Agreement will have to be signed in connection with each transaction.

**B. Lessee's Authorizing Resolution.** The Authorizing Resolution is evidence you have taken the necessary governing body actions to approve the Governmental Equipment Lease-Purchase Agreement. Although the authorizing instrument is often a resolution, it may also take other forms such as an ordinance. We are agreeable to using your customary or standard form provided it contains specific approval for the lease-purchase agreement, designates persons who are authorized to sign on your behalf and either approves the document forms or delegates this authority to a named official **C.**

**Verification of Insurance.** The Certificate of Insurance is intended to supply information regarding the insurance coverage for the equipment being lease-purchased. You will need to supply the requested information to us so we can verify coverage.

**D. Opinion of Counsel.** An opinion of counsel is required in connection with each Governmental Equipment Lease-Purchase Agreement. The opinion is intended to confirm that you have complied with all open meeting laws, publication and notice requirements, procedural rules for governing body meetings, and any other relevant state or local government statutes, ordinances, rules or regulations. We would be unable to confirm compliance with these laws and regulations ourselves absent long delays and higher costs so we rely upon the opinion of your attorney since he/she may have been involved in the process to approve our transaction and is an expert in the laws and regulations to which you are subject. The opinion also confirms that you are an entity eligible to issue tax-exempt obligations and that the Governmental Equipment Lease-Purchase Agreement will be treated as tax-exempt as it is your obligation to ensure that you have complied with relevant tax law.

**E. Form of 8038G or GC.** Form 8038 is required by the Internal Revenue Service in order to monitor the amount of tax-exempt obligations issued. You have to execute a Form 8038 for each Governmental Equipment Lease-Purchase Agreement. Whether a Form 8038 G or GC is required depends on the original principal amount of the Governmental Equipment Lease-Purchase Agreement. If the original principal amount is less than \$100,000 Form 8038GC is filed with the IRS. If the original principal amount is \$100,000 or more Form 8038G is filed with the IRS. Choose the appropriate 8038 form and complete according to IRS guidelines. Contact your TM or Sales Support Representative for assistance. IRS Form 8038G

<http://www.irs.gov/pub/irs-pdf/f8038g.pdf>

IRS Form 8038GC <http://www.irs.gov/pub/irs-pdf/f8038gc.pdf>

This Explanation of Contents is prepared as an accommodation to the parties named herein. It is intended as an example of some of the documents that Caterpillar Financial Services Corporation, in its reasonable judgment, may require and is not intended to constitute legal advice. Please engage and use your own legal counsel. We understand that the laws of the various states are different so nothing herein shall be construed as a warranty or representation that the documents listed herein are the only documents that may be required in any particular transaction or that any particular transaction, if documented in accordance with this Explanation of Contents, will be a valid, binding and enforceable obligation enforceable against the parties named herein in accordance with the terms of the documents named herein.



## Meeting Minutes

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WESTERN STATES EQUIPMENT COMPANY  
500 E OVERLAND RD  
MERIDIAN, ID 83642-6606

### Reference:

BANNOCK COUNTY

We are requesting a copy of the minutes of the appropriation meeting during which the funds for this deal were allocated.

A copy of this information is necessary to complete the documentation package and to fund the deal. Your ability to return a complete package will ensure timely payment to you.

Thank you for your assistance.

CATERPILLAR FINANCIAL SERVICES CORPORATION  
DOCUMENTATION DEPARTMENT



**IDAHO AMENDMENT TO GOVERNMENTAL EQUIPMENT LEASE-PURCHASE AGREEMENT**

This Amendment to the Governmental Equipment Lease-Purchase Agreement bearing contract number 001-70199393 (the "Agreement") is dated October 28, 2025, and is between the parties set out below.

**PARTIES**

**CATERPILLAR FINANCIAL SERVICES CORPORATION**  
2120 West End Avenue  
Nashville, TN 37203

**BANNOCK COUNTY**  
624 E. CENTER STREET  
POCATELLO, ID 83201

**AMENDMENT**

1. Unless otherwise defined in this amendment, each capitalized term used in this amendment shall have the meaning given to such term in the Agreement.
2. Except as provided herein, the Agreement shall remain unchanged and in full force and effect in accordance with its terms. Any additional modifications are null and void unless approved in writing by you and us. Nothing herein shall be deemed to be a waiver or amendment of any other provision **CONTAINED** in the Agreement or any of our rights or remedies under the Agreement.
3. As of the date of this amendment, the Agreement is hereby amended by adding the following condition precedent:

Delivery of a certification responsive to Idaho Code Ann. §§ 67-2346, 67-2347A & 67-2359, in form and substance mutually acceptable to the parties.

**SIGNATURES**

**CATERPILLAR FINANCIAL SERVICES CORPORATION**

**BANNOCK COUNTY**

Signature: \_\_\_\_\_

Signature: Jeff Hough

Name: \_\_\_\_\_

Name: Chairman

Title: \_\_\_\_\_

Title: \_\_\_\_\_



Governmental Equipment Lease-Purchase Agreement (Idaho)
Contract Number [001-70199392]

1. PARTIES

LESSOR:

CATERPILLAR FINANCIAL SERVICES CORPORATION
2120 West End Avenue
Nashville, TN 37203

LESSEE:

BANNOCK COUNTY
624 E. CENTER STREET
POCATELLO, ID 83201

In reliance on your selection of the equipment described below (each a "Unit"), we have agreed to acquire and lease the Units to you, subject to the terms of this Agreement. Until this Agreement has been signed by our duly authorized representative, it will constitute an offer by you to enter into this Agreement with us on the terms stated herein.

2. DESCRIPTION OF THE UNITS

Table with 5 columns: DESCRIPTION OF UNITS, SERIAL/VIN, ANNUAL LEASE PAYMENT, FINAL LEASE PAYMENT, DELIVERY DATE. Row 1: 1 New 2025 Caterpillar 150-15AWD Motor Grader, EB510236, SEE ATTACHMENT, \$245,000.00, 10/14/25

TERMS AND CONDITIONS

3. Lease Payments; Current Expense You will pay us the lease payments, including the final lease payment set forth above (collectively, the "Lease Payments"), provided however, that your obligation to pay Lease Payments extends only from the effective date of this Agreement until expiration of your current fiscal year and thereafter if you renew this Agreement.

The portion of the Lease Payments constituting principal will bear interest (computed on the basis of actual days elapsed in a 360 day year) at the rate of 4.99% per annum.

- 4. Late Charges If we do not receive a Payment on the date it is due, you will pay to us, on demand, a late payment charge equal to the lesser of five percent (5%) of such Payment or the highest charge allowed by law.
5. Security Interest To secure your obligations under this Agreement, you grant us a continuing first priority security interest in each Unit (including any Additional Collateral), including all attachments, accessories and optional features (whether or not installed on such Units) and all substitutions, replacements, additions, and accessions, and the proceeds of all the foregoing, including, but not limited to, proceeds in the form of chattel paper.
6. Disclaimer of Warranties WE HAVE NOT MADE AND DO NOT MAKE ANY WARRANTY, REPRESENTATION OR COVENANT OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE UNITS. AS TO US, YOUR LEASE AND PURCHASE OF THE UNITS WILL BE ON AN "AS IS" AND "WHERE IS" BASIS AND "WITH ALL FAULTS".
7. Non-Appropriation You have an immediate need for, and expect to make immediate use of, the Units in the ordinary course of your business and maintenance of property.

Agreement. You also agree that your primary business official currently intends, to the extent permitted by law, to include in your budget for approval by your governing board for each successive fiscal year during the term of this Agreement, a sufficient amount to permit you to discharge your obligations under this Agreement. In the event your governing board fails or refuses to appropriate monies sufficient to make the Payments due during your next succeeding fiscal year, this Agreement will not be renewed for such fiscal year and you shall return to us, no later than the last day of the last fiscal year for which appropriations were made for the Payments (the "Return Date"), all of the Units, at your sole expense, in accordance with Section 14, and this Agreement will terminate on the Return Date without penalty or expense to you and you will not be obligated to pay the Lease Payments beyond the last fiscal year for which appropriations were made; provided, that you will pay all Payments for which moneys have been appropriated or are otherwise available; and provided further, that you will pay month-to-month rent at the rate set by us for each month or part of any month that you fail to return the Units.

8. **Tax Warranty** You will, at all times, do and perform all acts and things necessary and within your control to ensure that the component of the Lease Payments received by us that, for the purposes of Federal income taxation, is treated as interest will be excluded from our gross income. You will not permit or cause your obligations under this Agreement to be guaranteed by the Federal Government or any branch or instrumentality of the Federal Government. You will use the Units for the purpose of performing one or more of your governmental functions consistent with the scope of your authority and not in any trade or business carried on by a person other than you. You will report this Agreement to the Internal Revenue Service by filing Form 8038G, 8038GC or 8038, as applicable. Failure to do so will cause this Agreement to lose its tax exempt status. You agree that if the appropriate form is not filed, or if you are in breach of any other tax warranty in this paragraph, the interest rate payable under this Agreement will be raised to the equivalent taxable interest rate. If the use, possession or acquisition of the Units is determined to be subject to taxation, you will pay when due all taxes and governmental charges assessed or levied against or with respect to the Units.

9. **Assignment** You may not, without our prior written consent, by operation of law or otherwise, assign, transfer, pledge, hypothecate or otherwise dispose of your right, title and interest in and to this Agreement and/or the Units and/or grant or assign a security interest in this Agreement and/or the Units, in whole or in part. We may not transfer, sell, assign, pledge, hypothecate, or otherwise dispose of our right, title and interest in and to this Agreement and/or the Units and/or grant or assign a security interest in this Agreement and/or the Units, in whole or in part.

10. **Indemnity** To the extent permitted by law, you assume liability for, agree to and do indemnify, protect and hold harmless us and our employees, officers, directors and agents from and against any and all liabilities, obligations, losses, damages, injuries, claims, demands, penalties, actions, costs and expenses (including reasonable attorney's fees), of whatsoever kind and nature, arising out of the use, condition (including, but not limited to, latent and other defects and whether or not discoverable by you or us), operation, ownership, selection, delivery, storage, leasing or return of any item of Units, regardless of where, how and by whom operated, or any failure on your part to accept the Units or otherwise to perform or comply with any conditions of this Agreement.

11. **Insurance; Loss and Damage**

You bear the entire risk of loss, theft, destruction or damage to the Units from any cause whatsoever. No loss, theft, destruction or damage of the Units will relieve you of the obligation to make Lease Payments or to perform any obligation owing under this Agreement. You agree to keep the Units insured to protect all of our interests, at your expense, for such

risks, in such amounts, in such forms and with such companies as we may require, including but not limited to fire and extended coverage insurance, explosion and collision coverage, and personal liability and property damage liability insurance. Any insurance policies relating to loss or damage to the Units will name us as loss payee as our interests may appear and the proceeds may be applied toward the replacement or repair of the Units or the satisfaction of the Payments due under this Agreement. You agree to use, operate and maintain the Units in accordance with all laws, regulations and ordinances and in accordance with the provision of any policies of insurance covering the Units, and will not rent the Units or permit the Units to be used by anyone other than you. You agree to keep the Units in good repair, working order and condition and house the Units in suitable shelter, and to permit us or our assigns to inspect the Units at any time and to otherwise protect our interests in the Units. If any Unit is customarily covered by a maintenance agreement, you will furnish us with a maintenance agreement by a party acceptable to us.

12. **Default; Remedies** An "Event of Default" will occur if (a) you fail to pay any Payment when due and such failure continues for ten (10) days after the due date for such Payment or (b) you fail to perform or observe any other covenant, condition, or agreement to be performed or observed by you under this Agreement and such failure is not cured within twenty (20) days after written notice of such failure from us. Upon an Event of Default, we will have all rights and remedies available under applicable law. In addition, we may declare all Lease Payments due or to become due during the fiscal year in which the Event of Default occurs to be immediately due and payable by you and/or we may repossess the Units by giving you written notice to deliver the Units to us in the manner provided in Section 14, or in the event you fail to do so within ten (10) days after receipt of such notice, and subject to all applicable laws, we may enter upon your premises and take possession of the Units. Further, if we financed your obligations under any extended warranty agreement such as an Equipment Protection Plan, Extended Service Contract, Extended Warranty, Customer Service Agreement, Total Maintenance and Repair Agreement or similar agreement, we may cancel such extended warranty agreement on your behalf and receive the refund of the extended warranty agreement fees that we financed but had not received from you as of the date of the Event of Default.

13. **Miscellaneous** This Agreement may not be modified, amended, altered or changed except by a written agreement signed by you and us. In the event any provision of this Agreement is found invalid or unenforceable, the remaining provisions will remain in full force and effect. This Agreement, together with exhibits, constitutes the entire agreement between you and us and supersedes all prior and contemporaneous writings, understandings, agreements, solicitations, documents and representations, expressed or implied. Any terms and conditions of any purchase order or other documents submitted by you in connection with this Agreement which are in addition to or inconsistent with the terms and conditions of this Agreement will not be binding on us and will not apply to this Agreement. You agree that we may correct patent errors in this Agreement and fill in blanks including, for example, correcting or filling in serial numbers, VIN numbers, and dates. Any notices required to be given under this Agreement will be given to the parties in writing and by certified mail at the address provided in this Agreement, or to such other addresses as each party may substitute by notice to the other, which notice will be effective upon its receipt.

14. **Title; Return of Units** Legal title to the Units is vested in us. Upon the payment of all amounts due hereunder, legal title to the Units will pass to you without the necessity of further action by the parties, and we will have no further interest in the Units. If we are entitled to obtain possession of any Units or if you are obligated at any time to return any Units, then you will, at your expense, promptly deliver the Unit to us properly protected and in the condition required by Section 11. You will deliver the Unit, at our option, (i) to the nearest Caterpillar dealer selling

equipment of the same type as the Unit; or (ii) on board a carrier named by us and shipping the Unit, freight collect, to a destination designated by us. If the Unit is not in the condition required by Section 11, you must pay us, on demand, all costs and expenses incurred by us to bring the Unit into the required condition. Until the Units are returned as required above, all terms of this Agreement will remain in full force and effect including, without limitation, your obligation to pay Lease Payments and to insure the Units.

Attachment B and a copy of the minutes of the relevant meeting or (B) an opinion of your counsel substantially in the form attached as Attachment C; (ii) a Verification of Insurance substantially in the form attached to this Agreement; (iii) a copy of the signed Form filed with the Internal Revenue Service required in Section 8 above as Attachment D; and (iv) any other documents or items required by us.

15. **Other Documents** In connection with the execution of this Agreement, you will cause to be delivered to us (i) either (A) a certified copy of your authorizing resolution substantially in the form attached as

16. **Applicable Law** This Agreement will be governed by the laws, excluding the laws relating to the choice of law, of the State of Idaho.

**SIGNATURES**

**LESSOR**                      **CATERPILLAR FINANCIAL SERVICES CORPORATION**

**LESSEE**                      **BANNOCK COUNTY**

Signature \_\_\_\_\_

Signature \_\_\_\_\_

Name (Print) \_\_\_\_\_

Name (Print) Jeff Hough

Title \_\_\_\_\_

Title Chairman

Date \_\_\_\_\_

Date 10/28/25





INSURANCE SELECTION FORM- INSURANCE REQUIREMENTS

Before funding your equipment, you must arrange physical damage insurance on the equipment identified below. The insurance may be provided through an insurance agent or insurance company of your choice, provided the insurance company has a financial strength rating of at least A- from either A.M. Best, Moody's, S&P, Fitch or Kroll Bond Rating Agency ("KBRA").

Physical Damage coverage must show that Caterpillar Financial Services Corporation has been named as loss payee for the equipment's replacement value. The deductible must be shown. Liability Coverage must be a minimum of \$1,000,000 or combined coverage for bodily injury and property damage per occurrence. Caterpillar Financial Services Corporation must be named as additional insured.

As an alternative to obtaining your own Physical Damage coverage, you may elect to have your equipment insured under coverage arranged by Caterpillar Insurance Services Corporation designed specifically for those that purchase Cat® equipment. If a quote is not included in your document package, please contact your Cat dealer, call 1-800-248-4228, or e-mail PhysicalDamage@cat.com.

Please complete this form to provide contact information for your liability coverage, as well as your physical damage coverage if you did not elect to arrange your physical damage coverage through Caterpillar Insurance Services Corporation.

Transaction Number: 001-70199392
Dealer Name: WESTERN STATES EQUIPMENT COMPANY
Customer's Name: BANNOCK COUNTY
Address: 624 E. CENTER STREET
POCATELLO, ID 83201

I have entered into the above agreement under which I am responsible for providing insurance against ALL RISKS of direct physical loss or damage for the replacement value of the following equipment, subject to common exclusions such as damage caused by corrosion, rust, mechanical or electrical breakdown, etc.

Table with 5 columns: Model #, Equipment Description, Serial #, VIN#, Policy Limit (Value Including Tax). Row 1: 1. 150-15AWD, 2025 Caterpillar Motor Grader, EB510236, [VIN], \$470,064.24

Mutual Insurance Insurance Agency
Jayson Meline Insurance Agent's Name
1575 Baldy Ave Street Address
Pocatello ID 83201 City State Zip
208-237-9656 Agent's Phone Number
Fax Number
jaysonm@mutualid.com E-mail Address

TO CUSTOMER'S INSURANCE AGENT

Caterpillar Financial Services Corporation must be added as a Loss Payee for physical damage and as an Additional Insured for general liability for the equipment listed above:

- [X] To my existing policy number(s) See attached, which now provide the coverage required, or
[ ] To a policy or policies which you are authorized to issue in the name listed above which will provide the coverage required.

Signature
Name(Print) Jeff Hough
Title Chairman
Date 10/28/25

**PROCESSING OF THIS TRANSACTION MAY BE HELD PENDING RECEIPT OF THIS INFORMATION**

PLEASE FORWARD A COPY OF THE CERTIFICATE OR BINDER EVIDENCING COVERAGE TO:

CATERPILLAR FINANCIAL SERVICES CORPORATION Attn: Document Services  
2120 West End Avenue Nashville, TN 37203

PLEASE ATTACH A COPY OF THIS NOTICE TO PROOF OF INSURANCE

CUSTOMER INFORMATION VERIFICATION  
Contract Number 001-70199392



CUSTOMER INFORMATION CHANGES TO CUSTOMER INFORMATION

Customer Name: BANNOCK COUNTY

Physical Address: 5500 S. 5TH AVE  
POCATELLO, ID, 83204

Mailing Address: 624 E. CENTER STREET  
POCATELLO, ID, 83201

Equipment Location: 1500 N. FORT HALL MINE ROAD  
POCATELLO, ID, 83201

Business Phone: 2082367335

Mobile Phone: \_\_\_\_\_

E-mail Address: kristik@bannockcounty.gov

The changes above apply to:  Current Request for financing  All active contracts

TAX INFORMATION

Tax Exempt\*\*  Non-Exempt

Asset outside the City limits Yes  No

**\*\*A Tax Exemption Certificate is required for all tax exempt customer. If you are tax exempt – please enclose a current tax exemption certificate to be returned with your documents.**

AUTO PAY INFORMATION (Checking Account Information)

- I decline Auto Pay authorization at this time
- I request and authorize Caterpillar Financial Services Corporation ("Cat Financial") to begin debiting my account for the amounts due under the contract(s) indicated below, with debits made to my account and withdrawn by Cat Financial, provided my account has sufficient collected funds to pay the debit when presented. If my financial institution dishonors any debit for any reason, Cat Financial may issue another debit in substitution for the dishonored debit and will have no liability on account of a dishonored debit. I agree that Cat Financial's rights relating to each debit will be the same as if I had personally signed a check. I agree that I will be liable to make payment promptly, including any applicable late fees, if any debit is not paid, unless Cat Financial or its agents or affiliates are directly responsible for the nonpayment. I acknowledge that I may cancel this authorization at any time by written notice to Cat Financial, which notice will be effective 10 days after receipt; however, my cancellation of this authorization does not terminate, cancel or reduce my obligations under the contract(s). I understand that Cat Financial will not notify me in advance of any withdrawal and I agree to waive all pre-notification requirements in respect of all debits drawn under this authorization. Please use the information below to set up Auto Pay on:

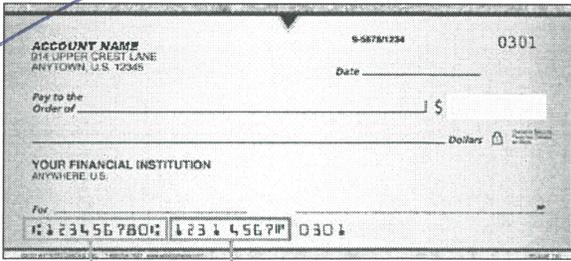
Bank Name

Routing Number  9 digits

Account Name (exactly as it appears on Check)

Account Number  3-17 digits

Re-Enter Account Number  3-17 digits



Routing Number Account Number

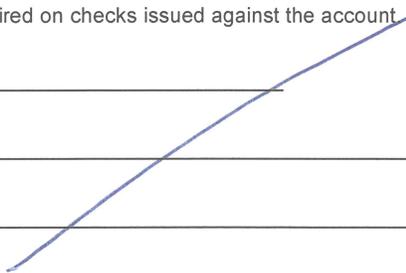
**CUSTOMER SIGNATURE**

The information above has been reviewed and is accurate to the best of my knowledge. For a joint account, all account holders must sign if more than one signature is required on checks issued against the account.

\_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_



For questions or assistance with Auto Pay, or for information about your account, please contact Customer Service, 1-800-651-0567.



**Explanation of Content**  
**Contract Number 001-70199392**

Thank you for selecting Caterpillar products and for allowing Caterpillar Financial Services Corporation to serve your financing needs. Included in this document package are all of the forms that will be needed for standard tax exempt lease purchase transactions. The forms have been designed to be clear, concise and user friendly. We have also provided a brief explanation of the purpose of each form. If you wish to discuss any of the forms or have any questions about any aspect of this transaction, we encourage you to contact your Caterpillar Dealer or Caterpillar Financial Services Corporation at 1-866-263-3791 Option # 5.

**A. Governmental Equipment Lease-Purchase Agreement.** The Governmental Lease-Purchase Agreement contains the terms that govern each transaction between us. It is the standard Caterpillar Financial Services Corporation tax exempt lease-purchase agreement, and provides that we will lease to you the equipment described therein pursuant to a full payout amortization schedule. A new Governmental Equipment Lease-Purchase Agreement will have to be signed in connection with each transaction.

**B. Lessee's Authorizing Resolution.** The Authorizing Resolution is evidence you have taken the necessary governing body actions to approve the Governmental Equipment Lease-Purchase Agreement. Although the authorizing instrument is often a resolution, it may also take other forms such as an ordinance. We are agreeable to using your customary or standard form provided it contains specific approval for the lease-purchase agreement, designates persons who are authorized to sign on your behalf and either approves the document forms or delegates this authority to a named official **C. Verification of Insurance.** The Certificate of Insurance is intended to supply information regarding the insurance coverage for the equipment being lease-purchased. You will need to supply the requested information to us so we can verify coverage.

**D. Opinion of Counsel.** An opinion of counsel is required in connection with each Governmental Equipment Lease-Purchase Agreement. The opinion is intended to confirm that you have complied with all open meeting laws, publication and notice requirements, procedural rules for governing body meetings, and any other relevant state or local government statutes, ordinances, rules or regulations. We would be unable to confirm compliance with these laws and regulations ourselves absent long delays and higher costs so we rely upon the opinion of your attorney since he/she may have been involved in the process to approve our transaction and is an expert in the laws and regulations to which you are subject. The opinion also confirms that you are an entity eligible to issue tax-exempt obligations and that the Governmental Equipment Lease-Purchase Agreement will be treated as tax-exempt as it is your obligation to ensure that you have complied with relevant tax law.

**E. Form of 8038G or GC.** Form 8038 is required by the Internal Revenue Service in order to monitor the amount of tax-exempt obligations issued. You have to execute a Form 8038 for each Governmental Equipment Lease-Purchase Agreement. Whether a Form 8038 G or GC is required depends on the original principal amount of the Governmental Equipment Lease-Purchase Agreement. If the original principal amount is less than \$100,000 Form 8038GC is filed with the IRS. If the original principal amount is \$100,000 or more Form 8038G is filed with the IRS. Choose the appropriate 8038 form and complete according to IRS guidelines. Contact your TM or Sales Support Representative for assistance. IRS Form 8038G

<http://www.irs.gov/pub/irs-pdf/f8038g.pdf>

IRS Form 8038GC <http://www.irs.gov/pub/irs-pdf/f8038gc.pdf>

This Explanation of Contents is prepared as an accommodation to the parties named herein. It is intended as an example of some of the documents that Caterpillar Financial Services Corporation, in its reasonable judgment, may require and is not intended to constitute legal advice. Please engage and use your own legal counsel. We understand that the laws of the various states are different so nothing herein shall be construed as a warranty or representation that the documents listed herein are the only documents that may be required in any particular transaction or that any particular transaction, if documented in accordance with this Explanation of Contents, will be a valid, binding and enforceable obligation enforceable against the parties named herein in accordance with the terms of the documents named herein.



## Meeting Minutes

---

WESTERN STATES EQUIPMENT COMPANY  
500 E OVERLAND RD  
MERIDIAN, ID 83642-6606

### Reference:

BANNOCK COUNTY

We are requesting a copy of the minutes of the appropriation meeting during which the funds for this deal were allocated.

A copy of this information is necessary to complete the documentation package and to fund the deal. Your ability to return a complete package will ensure timely payment to you.

Thank you for your assistance.

CATERPILLAR FINANCIAL SERVICES CORPORATION  
DOCUMENTATION DEPARTMENT



**IDAHO AMENDMENT TO GOVERNMENTAL EQUIPMENT LEASE-PURCHASE AGREEMENT**

This Amendment to the Governmental Equipment Lease-Purchase Agreement bearing contract number 001-70199392 (the "Agreement") is dated \_\_\_\_\_, 20\_\_\_\_, and is between the parties set out below.

**PARTIES**

**CATERPILLAR FINANCIAL SERVICES CORPORATION**  
2120 West End Avenue  
Nashville, TN 37203

**BANNOCK COUNTY**  
624 E. CENTER STREET  
POCATELLO, ID 83201

**AMENDMENT**

1. Unless otherwise defined in this amendment, each capitalized term used in this amendment shall have the meaning given to such term in the Agreement.
2. Except as provided herein, the Agreement shall remain unchanged and in full force and effect in accordance with its terms. Any additional modifications are null and void unless approved in writing by you and us. Nothing herein shall be deemed to be a waiver or amendment of any other provision **CONTAINED** in the Agreement or any of our rights or remedies under the Agreement.
3. As of the date of this amendment, the Agreement is hereby amended by adding the following condition precedent:

Delivery of a certification responsive to Idaho Code Ann. §§ 67-2346, 67-2347A & 67-2359, in form and substance mutually acceptable to the parties.

**SIGNATURES**

**CATERPILLAR FINANCIAL SERVICES CORPORATION**

**BANNOCK COUNTY**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Name: Jeff Hough

Title: \_\_\_\_\_

Title: Chairman

## 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:

Approval of 3rd quarter unemployment. This may require executive session under IC 74-206(d) to report on records exempt from disclosure.

Date of meeting being requested:

10/28/2025

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



ERNIE MOSER  
 Commissioner  
 1st District

JEFF HOUGH  
 Commissioner  
 2nd District

KEN BULLOCK  
 Commissioner  
 3rd District

**AGENDA REQUEST FORM**

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

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

**Name/Department:**

Ernie Moser/Commission

**Item to be considered/background:**

To discuss an interest in real property, potential executive session

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

10 minutes

10/28/25

**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:**

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

Commissioner Office Only:

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

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

R.S. No. 2025-74  
October 28, 2025

**RESOLUTION**

WHEREAS, a request was considered to reallocate funds to cover fire retardant replenishment in the jail server room that was not originally budgeted for; and

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

WHEREAS, this reallocation will not impact the budget negatively;

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

**Fiscal Year 2026:**

TO:	110109-46100	31,100
FROM:	110109-89910	31,100

BOARD OF BANNOCK COUNTY COMMISSIONERS

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

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

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

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



**BANNOCK COUNTY COMMISSIONERS**

624 E. Center, Pocatello, ID 83201

Phone: (208) 236-7210 \* Fax: (208) 236-7363

**ERNIE MOSER**  
Commissioner  
1st District

**JEFF HOUGH**  
Commissioner  
2nd District

**KEN BULLOCK**  
Commissioner  
3rd District

**AGENDA REQUEST FORM**

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

**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:**

Tereca Argyle / Sheriff's Office

**Item to be considered/background:**

Mountain Shadow Landscaping Snow Removal Contract - Annual "seasonal" Contract

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

Signature Only 10/28/25

**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:**

N/A Signature Only

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

Commissioner Office Only:  
Date: \_\_\_\_\_ Time: \_\_\_\_\_



14458 W. Siphon  
Pocatello, ID 83202  
208-234-9393

**Snow Removal Contract**

This contract services rendered is made effective as of October 15, 2025 by and between Bannock County Sheriff's Office, 5800 S. 5<sup>th</sup> Ave., Pocatello, ID 83201 and Mountain Shadow Landscaping LLC, 14458 W. Siphon Rd, Pocatello, ID 83202. In this agreement, the party contracting to receive the services shall be referred to as "Bannock County Sheriff's Office" and the party who shall be providing the services shall be referred to as "Mountain Shadow."

**Description of Services:** Beginning on October 15, 2025, or date of received, signed contract by Bannock County Commissioner representing Bannock County Sheriff's Office, Mountain Shadow will provide the following service:

- A. Snow removal at such times as the snow depth reaches 2".
- B. Mountain Shadow agrees to have the snow removed by 7 a.m. providing the snowfall does not occur after 3:00 a.m.
- C. All snow removal will be done Sunday through Saturday with the exception of the following days:

No Thanksgiving Day

No New Year's Day

No Christmas Day

Mountain Shadow Landscaping and its representatives are not liable for any accidents or injuries sustained on the serviced property due to snow or ice.

**Payment for Services:** Bannock County Sheriff's Office will pay compensation to Mountain Shadow for the agreed services as follows:

- Snow removal up to 6" per push: \$225.00
- Snow removal of 6.5" to 12" per push: \$315.00
- Snow removal 12.5" to 18" per push: \$405.00
- Snow removal on walks up to 6" per time: \$225.00
- Ice Melt on walks: \$0.65/lb
- Sand & Salt Mix: \$100.00/ton (Customer request only)
- Magnesium Chloride on lot: \$3.10 per gallon (Customer request only)

If it is necessary for Mountain Shadow to use any additional equipment other than the 1st plow to adequately remove piling or drifting snow, or to meet the time requirements guaranteed, then Bannock County Sheriff's Office agrees to pay a regular hourly rate for the additional equipment used.

Mountain Shadow will bill out all charges in a timely fashion and it is agreed that all charges will be paid in full by the 10th of each month following services. Any amounts not paid by the 10th will be assessed a monthly finance charge of 2%, that the contracting party agrees to pay. If the contracting party reaches 30 days past due, it is agreed that all services will cease without any notification necessary by Mountain Shadow.

**Term/Termination:** This contract is for the 2025-2026 season only. The contract expires March 31<sup>st</sup> of the service year. All contracts are renewed in October for the upcoming season. This agreement may be terminated before its expiration by either party upon a 15-day written notice to the other party. Contracts received after 11/10/2025 will not be honored.

**Party Contracting Services:**

Jeff Hough

(Print Name)

**Service Provider:**

Mountain Shadow Landscaping LLC

By: \_\_\_\_\_

(Signature)

By: Charity Davis

(Company Representative)

Date: October 28, 2025

Date: October 15<sup>th</sup>, 2025

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:

signature only - Vestis credit app and order for YDC/EC building

Date of meeting being requested:

10/28/2025

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:



2680 Palumbo Dr, Lexington, KY 40509

Telephone: (866) 378-8471 Fax: (781) 423-9091

Email: [AUCA-DNBi@aramark.com](mailto:AUCA-DNBi@aramark.com)

To expedite account processing, please fill out all **required\*** information on the cover page, as well as below, and **sign\*** the application.

*Name of Business: Bannock County		*DUNS Number:	
*Trade Name / DBA Name:		*Date Business Started:	
*Street Address: 10588 Fairgrounds Rd Ste A&B	*City: Pocatello	*State: ID	*Zip Code: 83201
*Telephone: 208-251-2460	Fax:	*Email Address: danielk@bannockcounty.us	
*Billing Street Address: 624 E Center St	*City: Pocatello	*State: ID	*Zip Code: 83201

The Undersigned hereby makes this application for credit to Vestis Services, LLC and its subsidiaries, division, affiliates or any future successors or assigns ("Creditor") and agrees to the terms and conditions printed below. In making this application, the Undersigned agrees that all amounts payable on or before the due date on any written, quoted, or agreed terms will be paid in accordance with such terms and if not paid on or before such due date, are then delinquent. It is understood that Creditor may impose and charge a finance charge which is the lesser of one and one-half percent (1 1/2%) per month or the highest rate allowed by law on any amount which becomes past due and delinquent. Additionally, the Undersigned shall be responsible for all collection costs, court costs and reasonable attorney's fees (where allowed by law) in connection with the recovery of any delinquent amount.

The Undersigned agrees to provide updated financial information upon request. The Undersigned acknowledges and agrees that Creditor may utilize outside credit reporting services/financial institutions to obtain information on the Undersigned as a condition to the continued extension of credit. Should credit availability be granted by the Creditor, all decisions with respect to the extension or continuation of credit shall be at the sole discretion of the Creditor. Creditor may terminate any credit availability within its sole discretion.

**TERMS AND CONDITIONS OF SALE:** The Undersigned agrees to pay for all purchases according to the terms of the Creditor. All sales are made subject to Creditor's terms and conditions of sale and Creditor objects to any different or additional terms or conditions contained in the Undersigned's purchase order or any other document submitted by the Undersigned. No terms or conditions different from or in addition to the terms of Creditor will become part of any sales agreement, purchase order, or other document unless specifically approved in writing by Creditor. Conditions for freight shall be F.O.B. shipping point with the risk of loss or damage shifting to the Undersigned upon Creditor's delivery to the Undersigned or common carrier. Items returned without prior approval may not be accepted and all returns maybe subject to a restocking charge at the sole discretion of the Creditor. Returned checks may be assessed a \$25 fee. All accounts shall be due and payable in the lockbox designated by the Creditor. Creditor reserves the right to cease extension of credit without notice or to change terms of payment pursuant to any disclosure by Undersigned according to section 409 of the Sarbanes Oxley Act. In event of litigation, sole jurisdiction and venue shall be at Creditor's discretion.

Authorized Signature (Must be signed by owner, officer, partner or other authorized individual)

Date

Notice: The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against Credit Applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided the Applicant has the capacity to enter into a binding contract); because all or part of the Applicant's income derives from any public assistance program; or because the Applicant has, in good faith, exercised any right under the Consumer Credit Protection Act. The federal agency that administers compliance with the law concerning this creditor is the Federal Trade Commission, Equal Credit Opportunity, Washington, D.C. 20580

<b>For Office Use Only:</b>	
Market Center Number:	Customer ID(s):
Date Submitted:	



### SERVICE AGREEMENT

Customer #: \_\_\_\_\_ *Use only for current customers*

Customer's Service Location (for multiple locations, see attached list)

Customer's Billing Address (if different)

<b>CUSTOMER NAME:</b> Bannock County Courthouse	<b>CUSTOMER NAME:</b> Bannock County Courthouse
<b>ADDRESS:</b> 10588 Fairgrounds Rd Suites A&B	<b>ADDRESS:</b> 624 E Center Street
<b>CITY / STATE / ZIP:</b> Pocatello, ID. 83201	<b>CITY / STATE / ZIP:</b> Pocatello, ID. 83201

#### GARMENTS AND SERVICES ORDERED

No. of Wearers	MERCHANDISE <small>(More lines available on page 3)</small>	NUMBER OF ITEMS PER WEARER*	RATE <small>(per item)**</small>	EASYCARE <sup>®</sup> RATE <small>(per item)</small>	FREQUENCY	REPLACEMENT CHARGE <small>(per item)</small>

#### NON-GARMENT MERCHANDISE AND SERVICES ORDERED

MERCHANDISE <small>(More lines available on page 3)</small>	QUANTITY*	RATE <small>(per item)</small>	FREQUENCY	MINIMUM BILLED PERCENTAGE	EASYCARE <sup>®</sup> RATE <small>(per item)</small>	REPLACEMENT CHARGE <small>(per item)</small>
DM0001DKGY Mat Nylon/Rubber 3x4	2	1.51	01W01	50%	-	41.00
DM0001DKGY Mat Nylon/Rubber 3x10	10	3.33	01W01	50%	-	96.00
DM0001DKGY Mat Nylon/Rubber 4x6	12	2.77	01W01	50%	-	78.00
DM0025BLAK Scraper Mat 3x5	7	1.18	01W01	100%	-	67.00
					-	

\*Represents total allocated units, including items at Customer's location(s) and items in the process of being laundered.  
\*\*There will be an extra charge reflected on your invoice for any non-standard sized garments.

#### ADDITIONAL CHARGES:

DESCRIPTION	RATE	DESCRIPTION	RATE
Garment Preparation	per Garment	Service Charge	00 per Week
Company Emblem	per Emblem		
Name Emblem	per Emblem		
Embroidery	per Embroidery	Multi-day Stop Charge	per Additional Stop

**Additional Terms/Charges:**  
**Master Account # 890249217**  
**NAID S12006**  
**Billing Should be the same as master account including Tax exempt status which is already on file**

Vestis™ will provide Customer with a uniform, apparel and/or non-garment workplace supplies (Merchandise) rental, lease and/or processing of customer-owned-goods program. Customer agrees to pay for all of Customer's requirements for rented and/or leased Merchandise according to the terms and conditions of this Agreement and any addendums (which constitute our entire agreement), including increases in inventories or additions in Merchandise. A rental program will be provided unless otherwise specified. Vestis will provide regularly scheduled deliveries of rented Merchandise, freshly processed, repaired and finished, and will replace rented and leased Merchandise that is worn out through normal wear at no additional charge. Customer may reduce standard Merchandise and services to accommodate normal turnover of employees. Customer must notify Vestis of an employee's termination and will promptly return Merchandise issued to that employee. All other Merchandise reductions may be made with the approval of Vestis. Customer agrees that Vestis is its exclusive provider of rented and/or leased Merchandise and related services.

This Agreement is effective on the date of the last signature to this Agreement, and will continue for 60 consecutive months following the later of such date or the date Merchandise is first installed. This Agreement will automatically renew for consecutive like terms unless either party gives the other party written notice of termination at least 90 days, but not more than 180 days, before the end of the then current term by certified mail, return receipt requested. All rented or leased Merchandise is the property of Vestis. Rented and leased Merchandise that is lost or ruined will be promptly paid for by Customer at the then current replacement charge. Merchandise ruined through normal wear and tear will be replaced without additional replacement charge.

Terms and Conditions Continued on Next Page

If an "EasyCare<sup>®</sup>" charge is included, Vestis will replace the corresponding garment Merchandise that is ruined by Customer and non-garment Merchandise that is lost or ruined by Customer, in each case without any additional replacement charge. Merchandise that is lost or ruined as a result of willful misconduct or intentional abuse is not covered by EasyCare and Customer is still responsible for preparation, embroidery and emblem charges. Either party may discontinue EasyCare on garment Merchandise by providing written notice to the other party, in which case standard loss and ruin charges will apply.

Each year, on or after the beginning of the month in which the anniversary date of this Agreement occurs, Vestis may increase the charges then in effect by the greater of the percentage change in the Consumer Price Index over the previous 12 months or 5%. Charges may be additionally increased upon written notice (which may be by invoice or monthly statement). Customer may reject any such additional increase by notifying Vestis in writing within 15 days of receiving notice of such increase. If Customer rejects an additional increase, Vestis reserves the right to terminate this Agreement in whole or in part. Vestis may add surcharges or other ancillary charges upon written notice (which may be by invoice or monthly statement) at any time. In consideration of the sizeable investment Vestis is making in Merchandise, Customer agrees that Vestis may impose minimum per invoice recurring Merchandise charges equal to the greater of (a) \$25 or (b) 75% of the initial amount of such charges. Vestis will charge customer for every week during this Agreement even if Customer requests reduced or no service for a particular week or weeks.

For customers extended credit, payment terms are net 10 days after the end of the month of delivery. A late payment charge equal to the lesser of 1.5% per month (18% per year) or the maximum permitted by law will be charged by Vestis on all past due amounts. Vestis may elect at any time to revoke credit privileges. Customer acknowledges that a signed invoice is not required for payment. Customer may be assessed a returned check fee of \$25.00. Customer is responsible for all sales and use taxes.

Service Guaranty: Customer may terminate this Agreement at a location for material deficiencies in service at such location by informing Vestis in writing (by certified mail, return receipt requested) of the precise nature of the service deficiencies and allowing Vestis a reasonable period of time of at least 30 days to correct or begin to correct the deficiencies. If Vestis has not corrected or begun to correct the deficiencies at the location, Customer may then terminate this Agreement at the location by giving Vestis 30 days written notice (by certified mail, return receipt requested) containing an explanation of the material deficiencies that Vestis has not begun to correct. While Vestis will work in good faith to resolve orally communicated issues, Customer agrees that the above writings-based procedure must be followed to terminate this Agreement.

Customer agrees to pay all loss or ruin charges and all unpaid statements upon any termination or expiration of this Agreement. **EasyCare does not cover lost or ruined Merchandise identified in connection with any reduction or elimination of Merchandise or any termination or expiration of this Agreement.** If Customer breaches this Agreement or terminates this Agreement early (except in accordance with the above Service Guaranty), in whole or in part, Customer agrees to pay Vestis liquidated damages (intended as a good faith pre-estimate of the actual damages Vestis would incur and not as a penalty), equal to the greater of (a) 50% of the average weekly charges during the three months prior to termination multiplied by the number of weeks remaining in the current term, or (b) a buyback of all Merchandise in inventory at the then current replacement charge. Upon any expiration or termination of this Agreement, or any reduction or elimination of "Special Merchandise" under this Agreement, Customer will purchase, at the then current replacement charge, all Special Merchandise. "Special Merchandise" is Merchandise that is not part of Company's standard product line, is flame resistant or is embroidered, silkscreened, logoed or otherwise customized.

Unless specified in writing in this Agreement, the Merchandise supplied is not flame resistant or resistant to hazardous substances and is not designed for use in areas where it may catch fire or where contact with hazardous substances is possible. Customer will immediately notify Vestis of any toxic or hazardous substance introduced onto the Merchandise and agrees to be responsible for any loss, damage or injury experienced by Vestis or its employees as a result of the existence of such substances. Vestis reserves the right not to handle or

process any Merchandise soiled with toxic or hazardous substances. For any Merchandise designated as flame resistant or "FR" (FR Merchandise), Customer agrees to notify all employees of Customer who will be wearing the FR Merchandise that the FR Merchandise is designed for the prevention of clothing ignition during short term and emergency flame exposure only and is not designed for long term high heat exposure or for use around open flames, and that no representation is made by Vestis as to the ability of the FR Merchandise to protect users from injury or death. For reflective Merchandise, any garments supplied satisfy specific ANSI/ISEA standards only if so labeled. Customer acknowledges that Vestis makes no representation, warranty or covenant regarding the visibility performance of any reflective Merchandise and that reflective properties may be reduced or ultimately lost through laundering.

Customer agrees that Customer has selected the Merchandise and is responsible for determining its appropriateness and for the safe and proper use, placement and securing of the Merchandise. **Except as set forth herein, the Merchandise and related services are provided "as is" without warranty of any kind, whether express or implied or statutory, and Vestis disclaims any and all implied warranties, including but not limited to any implied warranties of merchantability, fitness for a particular purpose, good and workmanlike manner and non-infringement of third party rights.** Customer assumes all risk associated with the use of the Merchandise, releases Vestis from any and all liability of any kind or nature whatsoever related to the provision or use of the Merchandise and agrees to indemnify, defend and hold harmless Vestis from and against any loss, claim, expense, including attorney's fees, or liability incurred by Vestis as a result of the use or misuse of, or the inability to use, the Merchandise, or the degradation or loss of the reflectivity of any reflective Merchandise or the flame-resistant properties of any FR Merchandise. In no event will Vestis, its affiliates and their respective officers, directors or employees be liable to Customer for any indirect, special, incidental, consequential (including lost revenue or profits), punitive or extraordinary damages.

Any controversy or claim arising out of or relating to this Agreement will be settled by binding arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules, and judgment on an arbitration award may be entered in any court having jurisdiction. The parties agree to utilize a single arbitrator and the most expedited process available in the forum where the arbitration is held. In this business-to-business Agreement, the terms are tailored to your specific requirements. Based on the foregoing, you agree to waive any right to bring any class and/or representative action based on any business dispute(s) between us. In the event any action, lawsuit or arbitration is required to be brought for collection of any amount due under this Agreement, Customer agrees to pay all Vestis's fees and costs involved in collection, including reasonable attorney's fees.

The performance of Vestis's duties under this Agreement may be subject to circumstances beyond Vestis's control, including strikes, lockouts, product availability, government acts, wars, and acts of God. Vestis's failure to perform under this Agreement because of such events will not be considered a breach.

If Customer sells or transfers its business (whether by asset sale, stock sale or otherwise), Customer agrees to require the new owner or operator to assume and become bound by this Agreement.

Customer confirms that, by signing this Agreement, Customer will not breach any existing contract and the person signing this Agreement is duly authorized to do so. This Agreement, the pricing contained in this Agreement and all invoices and other related information provided by Vestis shall be considered confidential information of Vestis and Customer agrees to hold such information in confidence and not share it with any third party, without the prior written consent of Vestis. The parties agree that this Agreement may be signed electronically and in counterparts and that a signed copy of this Agreement delivered by e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement. This Agreement is not binding on Vestis until executed by the General Manager of the Vestis facility that will provide service to Customer. This Agreement can only be amended in writing signed by a Vestis General Manager.

Vestis Services, LLC.

By signing below, Customer agrees to order the merchandise and services referenced herein and further agrees to the terms and conditions contained in this Agreement.

Bannock County Events/YDC                      208.251.2460  
Name of Customer                                      Customer Phone Number  
Daniel Kendall  
Name & Title of Customer Contact  
By \_\_\_\_\_  
Signature of Authorized Customer Representative                      Date

Jerry Vaughan - Territory Manager 512165  
Vestis Representative Name & Title  
\_\_\_\_\_  
Signature – Vestis Representative                      Date  
\_\_\_\_\_  
Signature – Vestis General Manager                      Date

**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 October 17 and 21, 2025, as approved during the meeting of October 28, 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:	Friday, October 17, 2025
Commissioners present:	Jeff Hough and Ken Bullock
Clerk of the Board:	Jason C. Dixon
Absent Board Members:	Ernie Moser
Staff present:	Deputy Clerk Nancy Allen, Comptroller Kristi Klauser, and HR Director Matthew Phillips

### Agenda Details

AGENDA	
	Business and Claims Meeting (action items)
	<b>Agenda:</b>
1	<ul style="list-style-type: none"> <li>Shanda Crystal, Procurement, requesting (1) to discuss the Landfill construction project, (2) potential signature on a contract with Thomas D. Robison Roofing, and (3) present a procurement update (requested 10 minutes) (action item)</li> </ul>
2	<ul style="list-style-type: none"> <li>Matthew K. Phillips, Human Resources, seeking Executive Session under Idaho Code §74-206(1)(a)&amp;(b) regarding personnel with potential action following adjournment of Executive Session (requested 5 minutes) (potential action item)</li> </ul>
3	<b>Claims Agenda:</b> <ul style="list-style-type: none"> <li>Board of Ambulance District: Invoices and Commissioner Report</li> <li>Board of Commissioners: Invoices, Commissioners Reports, and Credit Applications</li> <li>Salary Rate Approval Forms/Notice of Separation with Potential Executive Session under Idaho Code §74-206(1)(a)&amp;(b) regarding personnel with potential action following adjournment of Executive Session</li> <li>Payroll Report</li> <li>Alcohol Licenses and Permits</li> <li>Certificate of Residency Approval</li> <li>Mileage Reimbursement Requests</li> <li>Technology Request Form</li> <li>Memorandum Authorization for Accounts Payable</li> <li>Cardholder User Agreement and Authorization</li> </ul>

### Meeting Notes

- 9:00 AM Hough called the meeting to order. Crystal reviewed quotes were sought from companies for the same scope of work from the bid. Three quotes have been received and are being reviewed. A proposed contract is being finalized with legal and a recommendation will be brought back next week.  
9:01 AM Crystal reviewed the bid requirements have been met and recommended approving a contract with Thomas D. Robison Roofing for the Road and Bridge roof project in an amount not to exceed \$194,406. Bullock moved to approve the contract. The motion passed.  
9:02 AM Crystal gave updates on procurement projects.

- 2 9:03 AM Phillips explained the request is for an exceptional placement hire in the Prosecutor's Office. An individual has been selected. Hough moved to approve the exceptional placement as discussed pending the Prosecutor's signature on the salary form. The motion passed.
- 3 9:05 AM Bullock moved to approve the items on the claims agenda. The motion passed.

## Action Item Summary

ACTION/DIRECTION	ASSIGNED TO
Approved contract with Thomas D. Robison Roofing for Road and Bridge roof.	Procurement/Public Works
Approved exceptional placement hire.	Prosecutor/HR/Auditing
Approved claims agenda.	Auditing



## MINUTES OF THE BOARD OF BANNOCK COUNTY COMMISSIONERS

### Meeting Details

Date of Meeting:	Tuesday, October 21, 2025
Commissioners present:	Ernie Moser, Jeff Hough, and Ken Bullock
Clerk of the Board:	Deputy Clerk Shantal Lauulu for Jason C. Dixon
Absent Board Members:	
Staff present:	Deputy Clerk Shantal Lauulu, Comptroller Kristi Klauser, Attorney Jonathan Radford, and HR Director Matthew Phillips

### Agenda Details

AGENDA	
	Commissioners' Regular Business Meeting (action items)
1	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	Charity Staggs, SICO, presenting Grant Award for approval and signature (requested 5 minutes) (action item)
3	Shanda Crystal, Procurement, requesting a potential signature on an Increase Penalty Rider on the bond for the Road & Bridge roof project (requested 5 minutes) (action item)
4	Executive Session under Idaho Code §74-206(1)(a)&(b) regarding personnel with potential action following adjournment of Executive Session (requested 10 minutes) (potential action item)
5	Tony Manu, Sheriff, seeking to discuss how to cover cost to recharge fire retardant in main IT room at Sheriff's office (requested 15 minutes) (action item)
6	Kiel Burmester, Public Works, providing a monthly Public Works update
7	<b>CONSENT AGENDA (action items):</b> <ul style="list-style-type: none"> <li>• Manual Checks</li> <li>• Alcohol Licenses and Catering Permits</li> <li>• Certificate of Residency Approval</li> <li>• Salary Rate Approval Forms/Notice of Separation with Potential Executive Session under Idaho Code §74-206(1)(a)&amp;(b) regarding personnel with potential action following adjournment of Executive Session</li> <li>• Mileage and Travel Approvals</li> <li>• Approval of and signature on certification for meeting minutes for October 10 and 14, 2025.</li> </ul>
8	Public Hearing Establishing the McCammon Area of City Impact (action item)
9	Public Hearing Establishing the Downey Area of City Impact (action item)
10	Public Hearing Establishing the Pocatello Area of City Impact (action item)
11	Public Hearing Establishing the Chubbuck Area of City Impact (action item)
12	Public Hearing Establishing the Arimo Area of City Impact (action item)
13	Public Hearing Establishing the Inkom Area of City Impact (action item)
14	Public Hearing Establishing the Lava Hot Springs Area of City Impact (action item)

### Meeting Notes

- 9:00 AM Hough called the meeting to order. Community Resources and Advocacy Director Shantal Lauulu presented cremation applications for case numbers 20260001, 20260002, 20260003, and 20260004

Moser moved to approve the cases as presented. The motion passed.

- 2 9:03 AM Staggs presented a grant award for the Cottonwood Valley project for acceptance. Discussion ensued on indirect costs and how the project is progressing. Bullock moved to approve the acceptance. The motion passed. move forward with approval- passed.
- 3 9:07 AM Crystal explained there was a miscommunication regarding the bond amount and this rider will increase the bond to include the “add alternate” for the additional material. Moser moved to approve the rider. The motion passed.
- 4 9:32 AM Hough moved to enter into executive session under Idaho Code §74-206(1)(a)&(b) regarding personnel. The motion passed by roll call vote. Juvenile Probation Director Matt Olsen and Chief Juvenile Probation Officer Todd Mauger were present. 9:39 AM Hough moved to exit executive session. The motion passed. Hough reviewed the discussion included an exceptional placement for a new hire and moved to approve the request. The motion passed.
- 5 9:09 AM Chief Deputy Sheriff Alex Hamilton and Chief Technical Officer Adam McKinney also appeared. Discussion ensued on funds to replenish fire retardant gas at the jail. Options were reviewed and funding from the grant match line will be used up to \$31,100. A resolution will be prepared for the reallocation.
- 6 9:14 AM Noxious Weed Supervisor Kathy Dahlke and Mosquito Abatement Supervisor Dana Evans also appeared. Updates were provided on fogging, trap numbers, drones, chemical sales, road miles sprayed, cost-share, helicopter spraying, new invader species, and specific weeds.
- 7 9:40 AM Bullock moved to approve the consent agenda. The motion passed

Public hearings to establish areas of city impact with each city were held. Planning and Development Director Hal Jensen, Assistant Director Tristan Bourquin, and Zoning Planner Annie Hughes were present. Hough clarified these hearings are not for annexation.

- 8 1:30 PM McCammon Mayor Karlene Hall was present. Moser moved to open the public hearing. The motion passed.  
1:32 PM Buck Hedges expressed he lives south of McCammon and not in city limits. He does not want to live in city limits nor annexed.  
1:33 PM Dave Treasure thanked staff and expressed that the matter is clarified and that the area was downsized.  
1:33 PM Hall expressed that the areas on the map are people that approached the city to be annexed and that could be likely in the next five years.  
Bullock moved to close the public hearing. The motion passed. Discussion that the area did shrink.
- 9 1:45 PM Downey Mayor Rex Nielson was present. Moser moved to open the public hearing. The motion passed.  
1:46 PM Lyle Criddle questioned the purpose. Hough explained the process is to define an area that a city feels it will annex in the next five years and be able provide city services. Currently, those areas, in some instances, are beyond a two-mile radius and being reduced to a realistic area. Confusion existed on the meaning and purpose of an area of city impact. It was explained this is merely procedural to follow Idaho Statute.  
1:51 PM Bullock moved to close the public hearing. The motion passed. Jensen gave clarification that Bannock County is a subdivision of the state and answers to the state. Cities function under a special charter. They do not have the ability to grow outside their defined lines. An area of city impact is a planning tool that is required by the state under the Land Use Planning Act. A new legislative statute was adopted at the first of the year that counties must renegotiate areas of city impact. The area of city impact is nothing more than a city anticipating where they can potentially grow in the next five years and it is only a planning tool. It does not change zoning, city boundary lines, taxes, or representation. The commissioners are the legislative body for anyone that lives in the county. A mayor and council are the legislative body for those that live in a city. The notification citizens received was required by statute, along with holding a public hearing. This does not change anything about life the way it currently sits.

The size of the areas of impact for all the cities have been reduced. If someone received notice for this hearing, they were already in an ACI and will remain in an ACI.

- 10** 2:01 PM Moser moved to open the public hearing for the City of Pocatello. The motion passed.  
2:03 PM Nicki Johnson questioned if being in an area of city impact means she will be annexed. Hough explained the property has already been in an area of city impact for at least ten years. The process for annexation is completely different. The ACI is a planning tool for future growth. There will be no impact to taxes. Johnson indicated if they were annexed in and questioned if they would get water and sewer. Hough explained the ACI tool helps a county work with a city for subdivision standards in those areas to align with that city's standards.  
2:06 PM The remaining individuals that signed up to speak withdrew. Bullock moved to close the public hearing. The motion passed.  
2:06 PM Jensen gave the same explanation as the previous hearing.  
2:08 PM Tiffany Diller approached to question when her property on Buckskin was put in the ACI and if she could opt out. Jensen explained that opting out is not an option, that this is a planning tool. If development happens that direction and city services are pushed there, then annexation could happen. City services also include ambulance, police, and fire. Those services become the responsibility of the city as a property is annexed. The tool exists to effectively manage growth between the county and the city.  
2:11 PM Jensen welcomed citizens to visit his office for questions and to walk through the process and decisions that are made.  
2:11 PM Kathy Rogers indicated she attempted to visit the website to learn the purpose of the notice, but she was unable to find more information. Hough moved to close the public hearing. The motion passed.
- 11** 2:19 PM Hough called the hearing for the Chubbuck area of city impact to order. Jensen explained the purpose of the hearing as  
2:23 PM Moser moved to open the public hearing. The motion passed.  
2:23 PM Keith Jensen, Novatech Corporation, found industrial land to purchase for the company. Being in the ACI is a threat to the company's expansion. Appeals to keep land in the county and under the protection of the Commission.  
2:26 PM Brett Carlsen indicated the agreement requires Chubbuck be given sole discretion for annexation. So the county's responsibility is deferred to the city. So then the city can just take it. The map was discussed and that if his property is already in an ACI, he did not receive notice. His father signed an agreement in 1976 with the Chubbuck mayor that his property could not be annexed without his father's written agreement. But the agreement proposed requires the developer concede to the city and their discretion. Hough explained that process only happens if and when the city would be looking to annex.  
2:28 PM Bourquin explained that condition is only if the development is connecting to city water and sewer.  
2:30 PM Josh Bringhurst owns four lots with his family. It's a shame the mayor did not attend. Property development and zoning around the property was reviewed. There's no growth potential past his property. He wants to keep his property county and does not want to be in the city of Chubbuck. He does not feel the blamed planning tool has been made clear. It appears an ambiguous thing is making decisions and not a person.  
2:33 PM Walt Gerback has a subdivision across the street. He does not want to be annexed or have city utilities.  
2:33 PM Mike Dubbe could not figure out the map line and requested clarification.  
2:35 PM Jensen explained the ACI planning tool.  
2:39 PM Moser explained cities were taught many years ago to make ACI big, now state required to make them what is potential to annex in five years.  
2:41 PM Bullock moved to close the public hearing. The motion passed.
- 12** 2:48 PM Moser moved to open the public hearing for the Arimo area of city impact. The motion passed. Jensen explained the hearing purpose and requirements. There are residents on the city's water, but not included in the ACI. Jennie Foster, Arimo City Clerk was present. There were no members of the public signed up to comment. Bullock moved to close the public hearing. The motion passed.

- 13** 2:52 PM Moser made a motion to open the public hearing for the ACI for the City of Inkom. The motion passed. Jensen explained the hearing purpose. 2:55 PM Hough moved to close the public hearing. The motion passed.
- 14** 2:56 PM Bullock moved to open the public hearing. The motion passed. Moser explained the original ACI's were made 20 years ago and as big as the city could, but cities thought they had control in those areas. The state has mandated new ACI's and those areas are being reduced to the potential area that can be annexed in five years and services provided. Discussion ensued on previous processes, protection of water, misinterpretations, future growth with proper infrastructure.
- 3:13 PM Kerby Pagnotto was not notified of the hearing. She is opposed of being annexed and has been fighting that for years. She is not connected to services. She originally requested annexation, but the property was rezoned and a conditional use was given. Hough pointed out she did not get notified because the property is not included in the ACI. There were questions on the property location.
- 3:17 PM Megan Reno is not in the area of impact, but has some businesses that are. She questioned if there are other agreements in place for authority. Bourquin explained the requirement to connect to city water and sewer before the development agreement would come into play.
- 3:19 PM Lisa Toly has property under implied consent and questioned with the comprehensive plan, the new ordinance of the city, and the potential development authority, if it replaces state statute.
- 3:21 PM Moser pointed out the City of Lava wanted a lot more.
- 3:22 PM Bullock moved to close the public hearing. The motion passed.

## Action Item Summary

ACTION/DIRECTION	ASSIGNED TO
Approved cremation assistance for case numbers 20260001, 20260002, 20260003, and 20260004.	Indigent
Approved grant award for Cottonwood Valley fuels reduction.	OEM/Grant Team
Approved rider for Thomas D. Roofing contract.	Procurement
Reallocation of up \$31,100 from grant match for fire retardant.	Sheriff/Resolution
Approved exceptional placement request for new hire.	Juvenile/HR/Auditing
Approved consent agenda items.	Clerk/Auditing
ACI public hearings conducted.	Planning