



## 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, December 2, 2025**

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

**Agenda:**

- Indigent Business may require an Executive Session pursuant to Idaho Code §74-206(1)(d) to consider records exempt from public disclosure (action item)
- Approval of Zachary Dame and D'Lyn Moser-Evans to the Fair Board (action item)
- Swearing in of Zachary Dame to the Fair Board (action item)
- Torey Danner, Coroner, seeking signature on an Agreement for Pathology Services Between Bannock County and Ada County (requested 5 minutes) (action item)
- Shanda Crystal, Procurement, requesting signature on Independent Contractor Agreement with Night Owl Janitorial Services (requested 5 minutes) (action item)
- Kristi Davenport, Commission Office, presenting an offer to purchase a property that was not purchased at the Tax Sale on 10/29/24. Parcel number is RPRDCPD005210 (requested 5 minutes) (action item)

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

Resolution No. 2025-85 Authorization and Order to Reallocate Funds

Resolution No. 2025-86 Approving November 2025 Alcohol Licenses

Resolution No. 2025-87 Approving November 2025 Salaries

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

**SIGNATURE ONLY (action items):**

Memo requesting reimbursement

**CONSENT AND CLAIMS AGENDA (action items):**

- Board of Ambulance District: Invoices and Commissioner Report
- Board of Commissioners: Invoices, Commissioners Reports, and Credit Applications
- Salary Rate Approval Forms/Notice of Separation with Potential Executive Session under Idaho Code §74-206(1)(a)&(b) regarding personnel with potential action following adjournment of Executive Session
- Payroll Report
- Alcohol Licenses and Permits
- Certificate of Residency Approval
- Memorandum Authorization for Accounts Payable
- Cardholder User Agreement and Authorization
- Manual Checks
- Mileage and Travel Approvals
- Minutes: Approval of and signature on certification of meeting minutes for November 25 and 26, 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

### 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:**

Commission

**Item to be considered/background:**

1.) Discussion about interviews for fair board members. 2.) Swearing in of Zachary Dame and D'Lyn Moser-Evans

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

5 minutes

12/2/25

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

YES  NO

**Have all supporting documents been included with this form?**

YES  NO

**List of attendees:**

Zachary Dame and D'Lyn Moser-Evans

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

Commissioner Office Only:

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

# OATH OF OFFICE

STATE OF IDAHO

County of Bannock

I, Zachary Dame, do solemnly swear (or affirm) that I will support the Constitution of the United States and the Constitution of the State of Idaho; and that I will faithfully discharge the duties of

**Member of the Bannock County Fair Board**

according to the best of my ability.

SUBSCRIBED IN MY PRESENCE BY THE SAID \_\_\_\_\_  
and by him. Zachary Dame

Sworn to before me this \_\_2nd\_\_ day of December 2025.

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

Term expires: January 17, 2028

# OATH OF OFFICE

OF

Zachary Dame

AS

Member of the Bannock County  
Fair Board

Filed \_\_\_\_\_, 20 \_\_\_\_

County Recorder

By \_\_\_\_\_  
Deputy

**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:

Torey Danner

Department:

Coroner

Requestor Email:

tdanner@bannockcounty.gov

Item(s) to be considered:

requesting signature on Agreement for Pathology Services with Ada County

Date of meeting being requested:

12/02/2025

Time requested:

5 Minutes

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

No

Contract/Agreement Begin Date:

Contract/Agreement End Date:

List of additional attendees:

Torey Danner

**AGREEMENT FOR PATHOLOGY SERVICES BETWEEN  
BANNOCK COUNTY AND ADA COUNTY**

**THIS AGREEMENT FOR PATHOLOGICAL SERVICES BETWEEN BANNOCK COUNTY AND ADA COUNTY** (the "Agreement") is made and entered into by Ada County, a duly formed and existing county pursuant to the laws and Constitution of the State of Idaho, (hereafter "Ada County"), and Bannock County, a duly formed and existing county pursuant to the laws and Constitution of the State of Idaho (hereafter "Bannock County").

**WITNESSETH**

**WHEREAS**, Bannock County needs forensic pathology services and desires to contract with Ada County for such services;

**WHEREAS**, Ada County has forensic pathologists on staff who are qualified to provide pathology services to Bannock County;

**WHEREAS**, this Agreement is being entered into pursuant to the statutory authority provided by Idaho Code §§ 31-801, 31-828, 19-4301 and 19-4301B.

**NOW, THEREFORE**, in consideration of the mutual promises, covenants, and agreements stated herein, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree as follows:

**I.**

**ADA COUNTY DUTIES AND OBLIGATIONS**

A. Under this Agreement Ada County is only providing pathology and other preapproved requested services to the Bannock County Coroner and all duties and responsibilities of the Bannock County Coroner remain with the Bannock County Coroner. The Ada County Coroner's Office will determine the cause of death consistent with the terms of this Agreement. Ada County is not obligated to fulfill any duty or responsibility of Bannock County or the Bannock County Coroner.

B. Ada County shall, upon written request from either the Bannock County Coroner or the Bannock County Prosecuting Attorney, perform postmortem examinations and related services, including, but not limited to, postmortem radiography, biological specimen preparation and court testimony, as are needed pursuant to the obligations imposed under Idaho law upon Bannock County's Prosecuting Attorney and/or the Bannock County Coroner. This written request must be submitted using the Autopsy Authorization template available through the Ada County Coroner's case management system (MDILog) or in other form if preapproved by the Ada County Coroner.

C. Ada County's pathologists are forensically certified by the American Board of Pathology and professionally qualified to perform postmortem examinations as ordered by the AGREEMENT FOR PATHOLOGY SERVICES BETWEEN BANNOCK COUNTY AND ADA COUNTY – 1

Bannock County's Prosecuting Attorney or Coroner and are licensed to practice by all public entities having jurisdiction over the Ada County Coroner's pathologists.

D. Ada County pathologists shall maintain all necessary licenses, permits, or other authorizations necessary to perform the services required under this Agreement.

E. The Ada County forensic pathologist will render their professional opinion regarding their findings and create a final written report to the Bannock County Coroner on the cause of death, pursuant to Idaho Code § 19-4301B.

F. If the Ada County pathologist determines that in order to fulfill the services requested by the Bannock County Coroner further examination and testing is required for certain body parts, such body parts shall remain with the Ada County Coroner until no longer needed for examination purposes, subject to applicable accreditation standards set forth below. Tissue and fluids may be collected and retained for further testing at the discretion of the pathologist.

G. The Ada County Coroner shall destroy samples and specimens in accordance with the retention schedule promulgated by the College of American Pathologists unless requested to do otherwise in writing from the Bannock County Coroner or the Bannock Prosecuting Attorney. Before destroying a specimen in accordance with its retention schedule, the Ada County Coroner shall provide the Bannock County Coroner written notice of intent to destroy the specimen. If the Bannock County Coroner does not submit an objection within fourteen (14) days, the Ada County Coroner shall process the specimens for destruction in accordance with existing policy.

H. The Ada County Coroner's Office shall maintain its accreditations with the National Association of Medical Examiners and the International Association of Coroners and Medical Examiners.

I. The Ada County Coroner reserves the right to refuse any request for services under this Agreement, for any reason.

## **II. ADDITIONAL SERVICES**

A. Staff at the Ada County Coroner's Office are professionally qualified to perform additional services, such as limited anthropological examinations and psychological autopsies.

B. Ada County may perform additional services under this Agreement upon written request from either the Bannock County Coroner or the Bannock County Prosecuting Attorney, subject to approval by the Ada County Coroner. The written request must be in the form of the Autopsy Authorization available through the MDILog system or in other form if agreed upon by both the Bannock County Coroner and the Ada County Coroner. The scope of any such additional services and the fees to be paid for the services shall be determined by the parties on a case-by-case basis and reflected in the signed request. The Ada County Coroner shall communicate with the Bannock County Coroner and/or the Bannock County Prosecuting Attorney regarding the findings of such services.

C. Ada County is not responsible for suggesting what services are reasonable, appropriate or needed under the circumstances of a case.

### **III. BANNOCK COUNTY DUTIES AND OBLIGATIONS**

A. No pathology services contemplated hereunder shall be provided by Ada County Coroner unless and until this Agreement is executed by the Bannock County Board of County Commissioners and Bannock County Coroner and delivered to Ada County.

B. The Bannock County Coroner and/or Bannock County Prosecuting Attorney shall have sole discretion in what services are requested under this Agreement, including what level of postmortem examination meets their needs. Bannock County, and not Ada County, shall have sole jurisdiction of death investigation scenes. Ada County will only perform services under this Agreement after a specific written request has been made, approved, and accepted by Ada County for such services. Ada County is not responsible for suggesting what services are reasonable, appropriate or needed under the circumstances of the case.

C. Bannock County shall notify the Ada County Coroner as soon as practicable of a new service request so that the Ada County Coroner's Office may coordinate the case into its schedule.

D. The Bannock County Coroner, not Ada County or the Ada County Coroner, is responsible for filling out death certificates and determining the manner of death.

E. The Bannock County Coroner is responsible for transporting or arranging transportation of decedents to and from the Ada County Coroner's autopsy facility in Ada County utilizing equipment in proper working order and able-bodied personnel. The Bannock County Coroner is also responsible for notifying the Ada County Coroner, in writing through the MDILog system and prior to transport, of the party or parties who will be providing the transport services to and from the Ada County Coroner's Office. The party transporting decedents shall be responsible for unloading and loading the decedents at the Ada County Coroner facility.

F. All decedents transported to the Ada County Coroner facility shall be properly secured in a body bag. Failure to properly secure a decedent in a body bag may result in refusal to accept the decedent by the Ada County Coroner, or the Ada County Coroner's Office may, in its sole discretion, provide a body bag and charge an additional fee.

G. The identification of decedents is the sole responsibility of the Bannock County Coroner. If assistance with scientific identification is requested, any charges incurred by Ada County related to such identification will be reimbursed to Ada County by Bannock County.

H. Ada County will not accept a decedent without proper identification on the body itself (use of a tag or identification band). Bannock County Coroner shall be responsible for ensuring that identification tags or bands are provided. As many cases arrive with the body bag sealed/locked, photographic evidence of the identification tag must be included in the scene photographs provided by the Bannock County Coroner as part of the documentation required

**AGREEMENT FOR PATHOLOGY SERVICES BETWEEN BANNOCK COUNTY AND  
ADA COUNTY – 3**

below.

I. Bannock County and the Bannock County Coroner will fully cooperate with Ada County in the carrying out of the duties imposed on Ada County under the terms of this Agreement, including but not limited to uploading report information regarding a new case as required herein to the MDILog system.

J. The Ada County Coroner's Office strives to provide the highest quality of service and the determination of death goes well beyond an autopsy. Ada County pathologists rely heavily on documentation from contracting counties to accurately and scientifically determine the cause of death. The Bannock County Coroner shall be responsible for acquiring and providing documentation as needed to determine cause of death prior to the acceptance of the service request, as set forth below. Failure of the Bannock County Coroner to provide appropriate documentation subjects the case to either declination of the request or a result of unable to determine cause of death due to lack of sufficient information. All documentation shall be entered into the MDILog system prior to the request for services. The following documentation must be provided, at a minimum, for cases submitted under this Agreement.

- (1) Non-homicide Cases:
  - a. Medicolegal Investigation Narrative
  - b. Scene photographs
  - c. Autopsy Authorization form properly filled out, designating toxicology request and person/entity transporting decedent post-exam
- (2) Homicide, Suspicious or Unknown Circumstances Cases:
  - a. Medicolegal Investigation Narrative
  - b. Scene photographs
  - c. Preliminary law enforcement reports (or circumstances of investigation if no law enforcement report has been issued)
  - d. Autopsy Authorization form properly filled out, designating toxicology request and person/entity transporting decedent post-exam
- (3) Pediatric Cases:
  - a. Medicolegal Investigation Narrative
  - b. Scene photographs
  - c. Age-appropriate doll re-enactment documentation
  - d. Autopsy Authorization form properly filled out, designating toxicology request and person/entity transporting decedent post-exam
- (4) Requirements for Case Closure:
  - a. Medicolegal Investigation Narrative
  - b. Scene photographs
  - c. Law enforcement reports, regardless of case type submitted
  - d. Medical records
  - e. Any further documentation discussed with the forensic pathologist relating to the case

Narratives and scene photographs shall be provided prior to delivery of the decedent. All medicolegal investigation narratives shall include, but not be limited to, the circumstances of the death, a complete scene description, a complete medicolegal examination, a description of postmortem changes, and a medical history. The Bannock County Coroner shall provide the required documentation to the Ada County Coroner by properly entering the documentation and photographs into the MDILog system prior to the postmortem examination. If preapproved by Ada County Coroner forensic staff, an alternative media form may be used if it can be immediately uploaded upon arrival to the Ada County Coroner's Office.

K. It is the responsibility of the Bannock County Coroner and/or the investigating law enforcement agency to determine specifically what, if any, evidence is to be collected by the Ada County Coroner's Office at the time of the examination. Any request for evidence collection shall be made prior to the examination.

L. After the postmortem examination, the Bannock County Coroner shall be responsible for providing any additional documentation requested by Ada County necessary for completion of the determination of cause of death and the subsequent report. Such documentation shall be uploaded into the MDILog case file for review by the Ada County pathologist.

M. Bannock County shall notify the Ada County Coroner as soon as practicable that a new case will be arriving so that the Ada County Coroner's Office may coordinate the case into its schedule.

N. The Bannock County Coroner shall be responsible for notifying the decedent's family of any retention of organs or other tissues and making the appropriate decision on the handling of such organs or other tissue after all examinations are complete. The Bannock County Coroner may instruct the Ada County Coroner of the preferred method of disposition of any tissues and/or organs that may have been kept for further examination with the understanding that additional fees may be charged for such disposition. The Bannock County Coroner must timely retrieve any retained tissue and/or organ material that is requested to be retained via response to the written notice of specimen destruction provided by the Ada County Coroner or it will be disposed of in accordance with the Ada County Coroner's existing policy for a fee to be determined at time of disposal.

O. Bannock County shall provide the manner of death to the Ada County Coroner's Office by entering the designation in the MDILog system or by providing the manner in writing to the Ada County Coroner's Office. Manner of death is required to properly designate a case as approved for destruction per the Ada County Coroner's Office specimen destruction policy, and as promulgated per the retention schedule set forth by the College of American Pathologists.

P. Bannock County shall be responsible for all petitions required under Idaho Code § 19-4301C.

**IV.  
TERM AND TERMINATION**

The term of this Agreement shall run from the date of execution through September 30, 2026. Either party may terminate this agreement at any time and for any reason upon written notice to the other party. Said notice must be mailed to the Board of County Commissioners, with a copy to the County Coroner, with postage prepaid.

**V.  
INDEPENDENT CONTRACTOR**

The parties agree that Ada County is an independent contractor of Bannock County, and its employees or agents are not employees or agents of Bannock County. The parties further agree that neither Ada County nor its employees or agents are entitled to Workers Compensation or any benefit of employment with Bannock County. Ada County shall not, without Bannock County's consent, settle any claim contemplated hereunder and which admits fault on the part of Bannock County.

**VI.  
PAYMENTS**

For its assumption and performance of the duties, obligations, and responsibilities set forth herein, Ada County shall be paid as follows:

A. Bannock County shall pay Ada County for services rendered in accordance with the following payment schedule.

Service	Description	Price
Full Autopsy	Includes pathologist and autopsy technician exam time, administrative services time, collection and submission of toxicology, histology specimen processing, pathologist time for review of records and documentation, pathologist determination of cause of death and final exam report.	\$2,300
Limited Examination	Includes pathologist and autopsy technician exam time, administrative services time, collection and submission of toxicology, histology specimen processing, pathologist time for review of records and documentation, pathologist determination of cause of death and final exam report.	\$1,668
External Examination	Includes pathologist and autopsy technician exam time, administrative services time, collection and submission of toxicology, histology specimen processing, pathologist time for review of records and documentation, pathologist determination of cause of death and final exam report.	\$1,323

Forensic Postmortem Toxicology	Reporting of toxicological findings of biological specimens sent to the third-party lab contracted by Ada County Coroner's Office.	At Ada County Cost
Additional Biological Specimen Testing	Any additional testing outside of requested toxicology; includes and is not limited to: genetic panels, cultures, etc.	At cost
Lodox Radiographic Imaging	This will include any one or combination of: full body AP, full body lateral, head lateral, pediatric full body/laterals, etc.	\$350 As set by Ada County's Fee Schedule
Dental Radiographic Imaging	Completion of dental radiographs that are used for identification of decedent.	\$150 As set by Ada County's Fee Schedule
CT Imaging	Completion of CT scan and interpretation by forensic pathologist for final report	As set by Ada County's Fee Schedule
Specialty Consultation/Services	For cases requiring additional services to be completed by a specialist outside of Coroner's Office (i.e., forensic odontology, DNA comparison by third-party lab, etc.)	At actual cost charged
Decedent Storage Fee	\$65 per day, after three (3) business days, following notice to retrieve	\$65/day

B. The Ada County Coroner will order expanded toxicology tests, consistent with its general practice, unless otherwise requested by the Ada County forensic pathologist or specified by the Bannock County Coroner. The Bannock County Coroner is financially responsible for postmortem toxicology and will be billed directly by the lab.

C. The costs of any additional or ancillary testing and associated costs will be reimbursed to Ada County.

D. With the exception of costs specifically related to giving court testimony, which will be paid to Ada County as set forth below in this section, the cost for any limited anthropological services provided by the Ada County Coroner's Office shall be determined on a case-by-case basis. In completing the Anthropology Services Authorization form, the Ada County Coroner will provide an estimated cost based on the services being requested. Despite such estimate, Bannock County acknowledges and agrees to pay Ada County for the services actually provided, which may be greater or less than the estimate depending on the circumstances, including any changes to the scope of services requested.

E. The Ada County Coroner's cost for one of its pathologists testifying in court, whether in person or virtually will be at the rate of Four Hundred Fifty Dollars (\$450) per hour, with a four-hour minimum per trial or hearing date. If travel is required, hourly charges will be incurred from the time the Ada County pathologist leaves Meridian to when the pathologist returns to Meridian after testifying. The Ada County Coroner Office's cost for one of its staff (including forensic technicians and others) testifying in court, whether in person or virtually, will be Seventy-Five Dollars (\$75) per hour, with a four-hour minimum per trial or hearing date. If travel is

required, hourly charges will be incurred from the time the Ada County Coroner staff member leaves Meridian to when staff returns after testifying. Bannock County shall reimburse the costs of travel, including mileage and per diem at the current state rate, incurred by the pathologist and/or staff in order to testify. For any overnight stay required for a court appearance, Bannock County shall be responsible for providing a hotel room.

F. Ada County will bill monthly for the costs stated above and Bannock County shall pay within thirty (30) days of receipt of such invoice.

## **VII. INDEMNITY**

A. In the event Bannock County is alleged to be liable in any manner as a result of acts, omissions or negligence of Ada County, its elected officials, employees or officers, Ada County shall indemnify, defend and hold Bannock County, its elected officials, employees and officers harmless from and against all liability, claims, loss, costs, and expenses, including reasonable attorney fees, arising out of, or resulting from, the services of Ada County.

B. In the event Ada County is alleged to be liable in any manner, as a result of acts, omissions or negligence, of Bannock County, its elected officials, employees or officers, Bannock County shall indemnify, defend and hold Ada County, its elected officials, employees and officers harmless from and against all liability, claims, loss, costs, and expenses, including reasonable attorney fees, arising out of, or resulting from, the actions of Bannock County. In the event Ada County, its elected officials, employees or officers are alleged to be liable on account of acts, omissions or negligence, of Bannock County, its elected officials, employees or officers, Bannock County shall defend such allegations through counsel selected by Bannock County's insurer and approved by Ada County. In such an instance, Bannock County's insurer shall retain control of the defense; provided, however, that Ada County shall have the right, at its own expense, to retain counsel of its own choosing and participate in the defense of any such allegations or claims in order to protect its own interests. Bannock County shall not, without Ada County's consent, settle any claim contemplated hereunder and which admits fault on the part of Ada County.

## **VIII. PATHOLOGY RECORDS AND REQUESTS FOR INFORMATION**

A. Upon completion of its final report, the Ada County Coroner will provide all original documents to the Bannock County Coroner, which may be subject to return processing and handling fees.

B. All records relating to the services performed under this Agreement by Ada County which are in the possession of Ada County shall be made available to Bannock County Coroner for inspection and copying upon written request of Bannock County Coroner. All law enforcement, family, press or other inquiries for information or records related to a/an Bannock County case shall be the sole responsibility of Bannock County and Bannock County Coroner, and any such inquiries made to the Ada County Coroner for information or records related to a/an Bannock County case will be referred to Bannock County.

C. All requests for documents, including requests under the Idaho Public Records Act, to Ada County Coroner on a/an Bannock County case will be referred to Bannock County Coroner. Ada County will make all records related to the services performed under this Agreement available to Bannock County Coroner so that it may produce them as it sees fit. Ada County will not provide documents or information unless otherwise required by law, subpoena, or court order. All public records requests will be sent to the Bannock County Coroner within the following business day after receipt of the request by the Ada County Coroner. Bannock County Coroner shall respond to such public records request within the timeframe permitted under the Idaho Public Records Act, Idaho Code § 74-101, *et. seq.*, and provide Ada County Coroner a copy of such reply. Bannock County shall indemnify, defend, and hold harmless Ada County for Bannock County's actions in response to a public records request.

**IX.  
APPLICABLE LAW**

The law applicable to this Agreement is hereby agreed to be the law of the state of Idaho with venue for any action to be in the Idaho Fourth Judicial District in Boise, Idaho.

**X.  
NO THIRD-PARTY BENEFICIARIES**

Nothing contained herein shall create any relationship, contractual or otherwise, with, or any rights in favor of, any third party.

**XI.  
PERFORMANCE/WAIVER**

The failure of a party hereto to insist upon strict performance or observance of the terms of this Agreement shall not be a waiver of any breach of any terms or conditions of this Agreement by the other party.

**XII.  
INSURANCE**

A. Ada County Insurance. Ada County is self-insured as authorized by Idaho Code § 31-814.

B. Bannock County Insurance. Without limiting the parties' right to indemnification, Bannock County agrees to secure prior to commencing any activities under this Agreement, and maintain during the term of this Agreement, insurance coverage as follows:

(1) Worker's compensation insurance as required by Idaho statutes.

(2) Comprehensive general liability insurance in an amount of not less than \$500,000 per occurrence, combined single limit, for any claim brought pursuant to Title 6, Chapter 9, Idaho Code, and not less than \$1,000,000 per occurrence or the maximum coverage amount available to Bannock County through the Idaho Counties Risk Management Program (ICRMP),  
AGREEMENT FOR PATHOLOGY SERVICES BETWEEN BANNOCK COUNTY AND  
ADA COUNTY -- 9

or through its insurance carrier for any other type of liability claim.

Bannock County shall have the right to self-insure all or part of the insurance requirements set forth under this Agreement, as permitted by Idaho Code § 31-814.

**XIII.  
ENTIRE AGREEMENT AND MODIFICATION**

This Agreement constitutes the entire agreement between the parties and supersedes any and all prior communications, discussions, negotiations, understandings, or agreements. This Agreement may be modified or amended only by a writing duly executed by both parties.

(Signatures on following pages)

DATED this \_day of \_\_\_\_\_, 20\_\_.

**Board of Ada County Commissioners**

By: \_\_\_\_\_  
Rod Beck, Chairman

By: \_\_\_\_\_  
Ryan Davidson, Commissioner

By: \_\_\_\_\_  
Thomas Dayley, Commissioner

ATTEST:

\_\_\_\_\_  
Trent Tripple, Ada County Clerk

**ADA COUNTY CORONER**

\_\_\_\_\_  
Richard D. Riffle

\_\_\_\_\_  
Date

**BOARD OF BANNOCK COUNTY  
COMMISSIONERS**

\_\_\_\_\_  
JEFF HOUGH, Commissioner 12/2/25

\_\_\_\_\_  
ERNIE MOSER, Commissioner

\_\_\_\_\_  
KEN BULLOCK, Commissioner

ATTEST:

\_\_\_\_\_  
JASON DIXON, Bannock, County Clerk 12/2/25

**BANNOCK COUNTY CORONER**

\_\_\_\_\_  
TOREY DANNER

December 2, 2025  
\_\_\_\_\_  
Date

**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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2nd District

**KEN BULLOCK**  
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3rd District

**AGENDA REQUEST FORM**

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

**Name/Department:**

Shanda Crystal/Procurement

**Item to be considered/background:**

To discuss a request for a potential signature on a contract for janitorial services.

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

5 minutes

12/2/25

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

YES  NO

**Have all supporting documents been included with this form?**

YES  NO

**List of attendees:**

Daniel Kendall

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

Commissioner Office Only:

Date: 12/2/25 Time: \_\_\_\_\_



# Independent Contactor Agreement

Procurement Contract Number 2025.012

Project Name: Janitorial Services

PROVIDER: Night Owl Janitorial

AGREEMENT made between Bannock County, a political subdivision of the state of Idaho, herein "COUNTY" and Night Owl Janitorial herein "PROVIDER".

THE PARTIES AGREE AS FOLLOWS:

1. **SCOPE OF WORK:** COUNTY engages PROVIDER to perform the work associated with the Bannock County Janitorial Services Request for Proposals as referenced and incorporated hereto.

2. **EFFECTIVE DATE:** Contract for said services rendered from December 6, 2025 through March 31, 2029 with two (2) additional one-year terms available for automatic renewal upon approved funding and satisfactory contract performance.

3. **COMPENSATION:** COUNTY agrees to pay PROVIDER for their services rendered under this Agreement an amount not to exceed the total sum of \$ 151,260.00. The parties agree that PROVIDER will invoice COUNTY monthly for payment under this Agreement for services rendered herein. PROVIDER verifies that it has reviewed the scope of work to be performed under this Agreement and agrees that in PROVIDER's professional judgement, the work can and shall be completed for costs within the maximum amount set forth in this Agreement.

4. **NOTICES:** Any and all notices required or permitted to be given by either party hereto, unless otherwise stated in this Agreement, shall be in writing and be deemed communicated when mailed in the United States mail, certified, return receipt requested, addressed as follows:

**Bannock County**  
**Commission Office**  
**624 East Center, Room 101**  
**Pocatello, Idaho 83201**

**Night Owl Janitorial**  
**Tony Rodgers**  
**1246 Yellowstone Avenue, Building A**  
**Pocatello, Idaho 83201**

Either party may change their address for the purpose of this paragraph by giving written notice of such change to the other in the manner provide by Section 4 (Notices) herein.

5. **INDEPENDENT PROVIDER RELATIONSHIP:** PROVIDER is an independent PROVIDER and is not an employee, servant, agent, partner, or joint venture of COUNTY. COUNTY shall determine the work to be done by PROVIDER, but PROVIDER shall determine the legal means by which it accomplishes the work specified by COUNTY.

6. **BACKGROUND CHECKS:** PROVIDER will supply COUNTY with information needed to process a background check on PROVIDER employees working under this agreement.

7. **BEST EFFORTS:** PROVIDER represents that PROVIDER will always faithfully, industriously and to the best of its ability, experience and talent, perform to COUNTY's reasonable satisfaction.

8. **INSPECTION:** COUNTY staff will inspect areas daily and inform PROVIDER of any deficient or unsatisfactory services by text or email.

9. **FEDERAL, STATE, AND LOCAL PAYROLL TAXES:** Neither federal, state or local income taxes, nor payroll taxes of any kind shall be withheld and paid by COUNTY on behalf of PROVIDER or



# Independent Contactor Agreement

Procurement Contract Number 2025.012

the employees of *PROVIDER*. *PROVIDER* shall not be treated as an employee with respect to the services performed hereunder for federal or state tax purposes. *PROVIDER* understands that it is responsible to pay, according to law, *PROVIDER*'s income tax. *PROVIDER* further understands that it may be liable for self-employment (Social Security) tax to be paid by *PROVIDER* according to law.

**10. LICENSES AND LAW:** COUNTY relies upon *PROVIDER*'s professional ability and training as material inducement to enter into this agreement. *PROVIDER* represents that it possesses the skill and experience necessary, and all licenses required to perform the services under this agreement. *PROVIDER* further agrees to comply with all applicable laws in the performance of the services hereunder. COUNTY's acceptance of *PROVIDER*'s work shall not constitute a waiver or release of *PROVIDER* from professional responsibility.

**11. FRINGE BENEFITS:** Because *PROVIDER* is engaged in its own independently established business, *PROVIDER* is not eligible for, and shall not participate in, any employee pension, health, or other fringe benefit plans of COUNTY.

**12. WORKER'S COMPENSATION:** *PROVIDER* shall maintain in full force and effect worker's compensation for *PROVIDER* and any agents, employees, and staff that the *PROVIDER* may employ, and provide proof to COUNTY of such coverage or that such worker's compensation insurance is not required under the circumstances.

**13. EQUIPMENT, TOOLS, MATERIALS OR SUPPLIES:** *PROVIDER* shall supply, at *PROVIDER*'s sole expense, all equipment, tools, materials and/or supplies to accomplish the services to be provided.

**14. FORCE MAJEURE:** This Agreement is subject to force majeure, including without limitation, accidents, acts of God, plague, epidemic, pandemic, outbreaks of infectious disease or any other public health crisis, including quarantine or other employee restrictions, fire, explosion, vandalism, storm, weather conditions, orders or acts of military or civil authority, national emergencies, insurrections, riots, wars, or other delays beyond the reasonable control of the parties. The *PROVIDER* shall not be held responsible for reasonable delays caused by such events but shall use reasonable efforts under the circumstances to avoid or remove such causes of non-performance. Shortage of available labor shall not be considered excusable under this force majeure clause.

**15. ASSIGNMENT:** It is expressly agreed and understood by the parties hereto, that *PROVIDER* shall not have the right to assign, transfer, hypothecate or sell any of its rights under this Agreement except upon the prior express written consent of COUNTY.

**16. CHANGES:** COUNTY may, from time to time, request changes in the Services to be performed hereunder. Such changes, and any increase or decrease in *PROVIDER*'S compensation, shall be effective only if they are in the form of mutually executed written amendment(s) to this Agreement.

The party desiring the revision shall request amendment(s) to the terms and conditions of this Agreement in writing. Any adjustment to this Agreement shall be effective only upon the parties' mutual execution of an amendment in writing.

No verbal agreements or conversations prior to execution of the Agreement or requested amendment shall affect or modify any of the terms or conditions of this Agreement unless reduce to writing according to the applicable provisions of this Agreement.

**17. NON-APPROPRIATION:** Expenditures not appropriated by COUNTY in it's current fiscal year budget are deemed to be contingent liabilities only and are subject to appropriation in subsequent fiscal year budgets. In the event no funds or insufficient funds are appropriated and budgeted in any subsequent fiscal period by COUNTY for performance under this Agreement, COUNTY shall notify the other party(ies) and this Agreement shall terminate. Payments under this agreement shall be completed



# Independent Contactor Agreement

Procurement Contract Number 2025.012

to the date of notification, except that no payment shall be made or due under this Agreement beyond those amounts appropriated and budgeted by COUNTY to fund payments under this Agreement.

**18. REMEDIES FOR NON-PERFORMANCE:** In the event the PROVIDER fails to perform the services required under this Agreement in accordance with its terms, the COUNTY may, after providing written notice of such failure and a reasonable opportunity to cure (not to exceed three [3] calendar days unless otherwise agreed), exercise one or more of the following remedies:

1. Require the PROVIDER to promptly re-perform, at no additional cost to the COUNTY, any work determined to be deficient or unsatisfactory;
2. Withhold payment, in whole or in part, until such deficiencies are corrected;
3. Obtain substitute services from another source, and charge the PROVIDER for any additional costs incurred by the County;
4. Pursue any other remedy available at law or equity.

If, in the sole discretion of the COUNTY, the PROVIDER's failure to perform creates an immediate risk to public health, safety, or the protection of COUNTY facilities, the COUNTY may, without prior notice, obtain substitute janitorial services and charge the PROVIDER for any and all costs incurred.

Repeated or material failures by the PROVIDER to provide services in accordance with the Agreement shall constitute cause for termination. Upon such termination, the COUNTY may procure substitute janitorial services and the PROVIDER shall be liable for any additional costs incurred by the COUNTY through the completion of the contract term.

**19. CUMULATIVE REMEDIES:** The remedies provided herein shall be cumulative and not exclusive, and the COUNTY's decision to exercise any remedy shall not be deemed a waiver of its right to pursue additional remedies.

**20. TERMINATION FOR CAUSE:** If, through any cause, PROVIDER shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if PROVIDER shall violate any of the covenants, agreements, or stipulations, of this Agreement, COUNTY shall thereupon have the right to terminate this Agreement by giving written notice to PROVIDER of such termination and specifying the effective date thereof at least fifteen (15) days before the effective date of such termination, If this Agreement is terminated for cause, PROVIDER shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

Notwithstanding the above, PROVIDER shall not be relieved of liability to COUNTY for damages sustained by COUNTY by virtue of any breach of this Agreement by PROVIDER, and COUNTY may withhold any payments to PROVIDER for the purposes of set-off until such time as the exact amount of damages due COUNTY from PROVIDER is determined. This provision shall survive the termination of this Agreement and shall not relieve PROVIDER of its liability to COUNTY for damages.

**21. TERMINATION FOR CONVENIENCE:** Either COUNTY or PROVIDER may terminate this Agreement at any time by giving at least fifteen (15) days' notice in writing. If the Agreement is terminated by COUNTY as provided herein, PROVIDER will be paid an amount which bears the same ratio to the total compensation as the work actually performed bear to the total services of PROVIDER covered by this Agreement, less payments of compensation previously made. If this Agreement is terminated due to the fault of PROVIDER, Section 20 (Termination for Cause) hereof relative to termination will apply.

**22. WARRANTY:** PROVIDER warrants that all materials and goods supplied under this Agreement shall be of good merchantable quality and that all services will be performed in a good workmanlike manner. PROVIDER acknowledges that it will be liable for any breach of this warranty.



# Independent Contactor Agreement

Procurement Contract Number 2025.012

In addition to any other remedies COUNTY may have if PROVIDER fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, COUNTY may, at its sole option:

1. Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement;
  - a. Order PROVIDER to stop work under this Agreement and/or withhold any payment(s) which become due to PROVIDER hereunder until PROVIDER demonstrates compliance with the requirements hereof.
  - b. Terminate this Agreement.

Exercise of any of the above remedies, however, is an alternative to other remedies COUNTY may have and is not the exclusive remedy for PROVIDER's failure to maintain insurance or secure appropriate endorsements.

Nothing herein contained shall be construed as limiting in any way the extent to which PROVIDER may be held responsible for payments of damages to persons or property resulting from PROVIDER's, or its subcontractor's, performance of the work covered under this Agreement.

If PROVIDER maintains higher limits than the minimums shown above, COUNTY is entitled to coverage for the higher limits maintained by PROVIDER. Any insurance proceeds in excess of the specified limits and coverage required, which are applicable to a given loss, shall be available to the COUNTY. No representation is made that the minimums shown above are sufficient to cover the indemnity or other obligations of the PROVIDER under this Agreement.

**24. NONWAIVER:** Failure of either party to exercise any of the rights under this Agreement, or breach thereof, shall not be deemed to be a waiver of such right or a waiver of any subsequent breach.

**25. CHOICE OF LAW:** The parties have executed and delivered this Agreement in the County of Bannock, State of Idaho. The laws of the State of Idaho shall govern the validity, enforceability, or interpretation of the Agreement. Bannock County shall be the venue for any action or proceeding, in law or equity that may be brought in connection with this Agreement. Any dispute under this Agreement, or related to this Agreement, shall be decided in accordance with the laws of the State of Idaho.

**26. CONFLICTS IN THE AGREEMENT DOCUMENTS:** The Agreement documents are intended to be complementary and interpreted in harmony so as to avoid conflict. In the event of conflict in the Agreement documents, the parties agree that the document providing the highest quality and level of services to the County shall supersede any inconsistent term in these documents.

**27. ANTI-BOYCOTT AGAINST ISRAEL ACT:** If this Agreement has a total potential value of \$100,000 or more and if PROVIDER is a company with ten (10) or more employees, then pursuant to Idaho Code §67-2346, PROVIDER affirmatively states that it does not boycott Israel and will not boycott Israel during the term of this Agreement. In this paragraph, the terms "company" and "boycott Israel" shall have the meanings described in Idaho Code §67-2346.

**28. ENTIRE AGREEMENT:** This is the entire Agreement, including any exhibits referenced, between the parties and there are no inducements, promises, terms, conditions, or obligations made or entered into by COUNTY or PROVIDER other than those contained in it. Parties acknowledge this Agreement can only be modified or amended in writing by the parties.

**29. SEVERABILITY:** If any part of this Agreement is held unenforceable, the remaining portions of the Agreement will nevertheless remain in full force and effect.



# Independent Contactor Agreement

Procurement Contract Number 2025.012

**30. ATTORNEY FEES:** Reasonable attorney fees shall be awarded to the prevailing party in any action to enforce this Agreement or to declare forfeiture or termination of this Agreement.

**31. SIGNATURE AUTHORITY:** The parties executing this agreement certify that they have the proper authority to bind their respective entities to all terms and conditions set forth in this agreement.

DATED this 2<sup>nd</sup> day of December, 2025.

COUNTY:

BANNOCK COUNTY COMMISSIONERS

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

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

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

ATTEST:

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

PROVIDER:

Night Owl Janitorial

By \_\_\_\_\_  
(Name)

Its \_\_\_\_\_  
(Title or Office)

WITNESS:

\_\_\_\_\_  
(Signature of Witness or Notary Public)



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

## CONCERNS/ISSUES REQUEST FORM

Once you have filled out this form, you can email the completed form to [commission@bannockcounty.us](mailto:commission@bannockcounty.us); fax it to 208-236-7363; or send it by mail to: Bannock County Commissioners, 624 E. Center St., Room 101, Pocatello, ID 83201. *Please be sure to include any supporting documents.* If you have any questions, feel free to call 208-236-7210.

Name:

Phone/Email:

Robin Nielsen

Concern/issue/question:

I want to purchase the land in Downey owned by Bannock County behind the LDS Church House.  
It was auctioned last year, and no one bought it. I would like to purchase it for \$250.00.

RPRDCPD005210

Suggested solution?

Please include any supporting documents with your Concerns/Issues Request Form.

Commission Office Only:

Date: 12/2/25

Department: \_\_\_\_\_

**RESOLUTION**

WHEREAS, a request was considered to reallocate funds to pay for contracting services for PTSD assistance and peer support training 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 Line: 110109-89910

Amount: \$ 30,000

From Line: 110109-74300

Amount: \$ 30,000

BOARD OF BANNOCK COUNTY COMMISSIONERS

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

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

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

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

In the Matter of APPROVING )  
NOVEMBER 2025 ALCOHOL LICENSES )

R.S. No. 2025-86  
December 2, 2025

**RESOLUTION**

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

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

<b>DATE APPROVED</b>	<b>LIC #</b>	<b>TOTAL</b>	<b>OWNER/APPLICANT</b>	<b>DBA/Event</b>
11/06/2025	ABT2025-004	\$20.00	Ventura Grocers LLC	Grocery Outlet of Pocatello
11/13/2025	ABL2025-163	\$175.00	Dempsey Creek	Tipsy Canoe Taphouse
11/18/2025	ABL2025-165	\$175.00	Bannock County	Port Concessions
	ABL2025-164	\$175.00	Gary Ray Gregston	Red Pony
11/25/2025	ABT2025-005	\$20.00	Odyssey Holding Group	Odyssey Bar

**BOARD OF BANNOCK COUNTY COMMISSIONERS**

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

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

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

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

In the Matter of APPROVING )  
NOVEMBER 2025 SALARIES )

R.S. No. 2025-87  
December 2, 2025

**RESOLUTION**

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

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

<b>Date Approved</b>	<b>Name – Reason for Change Department – Position</b>	<b>Salary &amp; Effective Date</b>
11/04/2025	Benny Andrew – Replacing Tristen Tallerico Jail – Deputy Detention Division	\$23.52/hr 11/03/2025
11/06/2025	Daniel Crystal – Certification Received Planning & Development – Building Official	\$29.53/hr 11/17/2025
	Ashlyn Torres – Replacing Madisen Fisher Family Court Services/DV Court – PT High Risk Team Coord.	\$19.68/hr 11/17/2025
11/13/2025	Rachelle Hitchcock – Replacing Elizabeth Chavez Motor Vehicle – DMV Technician	\$16.07/hr 12/01/2025

BOARD OF BANNOCK COUNTY COMMISSIONERS

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

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

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

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

**BANNOCK COUNTY COMMISSIONERS**

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



**ERNIE MOSER**  
Commissioner  
1st District

**JEFF HOUGH**  
Commissioner  
2nd District

**KEN BULLOCK**  
Commissioner  
3rd District

December 2, 2025

Pocatello Development Authority  
ATTN: Mr. McLane and Mr. Villarreal  
911 N. 7<sup>th</sup> Avenue  
Pocatello, Idaho 83201

RE: Request for Reimbursement

Mr. McLane and Mr. Villarreal,

The Board of Bannock County Commissioners, on behalf of Bannock County, are requesting reimbursement as agreed to in Amended Construction Cooperative Agreement, section 1.3.2, dated October 12, 2017, along with the approved city of Pocatello Ordinance 3026 for the formation of the Tax Increment District and reimbursement of public improvements to the various entities.

The Board of Bannock County Commissioners is requesting a reimbursement for the following:

10/14/2017 Idaho Transportation Department  
Northgate Interchange Cooperative Agreement  
Check #1800000 in the amount of \$1,300,000.00

Thank you for your consideration in this matter.

**BANNOCK COUNTY COMMISSIONERS**

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

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

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

**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 November 25 and 26, 2025, as approved during the meeting of December 2, 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:	Tuesday, November 25, 2025
Commissioners present:	Ernie Moser, Jeff Hough, and Ken Bullock
Clerk of the Board:	Nancy Allen for Jason C. Dixon
Absent Board Members:	
Staff present:	Deputy Clerk Nancy Allen and Comptroller Kristi Klauser

## Agenda Details

AGENDA	
	Regular Business and Claims Meeting (action items)
	<b>Agenda:</b>
1	<ul style="list-style-type: none"> <li>Indigent Business may require an Executive Session pursuant to Idaho Code §74-206(1)(d) to consider records exempt from public disclosure (action item)</li> </ul>
2	<ul style="list-style-type: none"> <li>Executive Session under Idaho Code §74-206(1)(d) to consider records that are exempt from disclosure as provided in <a href="#">chapter 1, title 74</a>, Idaho Code with potential action following adjournment of Executive Session (requested 5 minutes) (action item)</li> </ul>
3	<ul style="list-style-type: none"> <li>Discussion pertaining to property on South 5<sup>th</sup> Avenue with possible Executive Session under Idaho Code §74-206(1)(c) to acquire an interest in real property not owned by a public agency with possible action following adjournment of Executive Session (requested 10 minutes) (action item)</li> </ul>
4	<ul style="list-style-type: none"> <li>Hal Jensen, Planning and Development, seeking to discuss final decision and potential signature on Area of Impact Maps and Agreements. Public Hearings were held on October 21, 2025. (requested 10 minutes) (action item)</li> </ul>
5	<ul style="list-style-type: none"> <li>Kristi Klauser, Auditing, requesting signature on Juvenile Justice Annual Financial Report and Equitable Sharing Agreement and Certification report (requested 5 minutes) (action item)</li> </ul>
6	<b>RESOLUTIONS AND ORDINANCES (action items):</b> Resolution No. 2025-84 Authorizing the Destruction of Records
7	<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>Memorandum Authorization for Accounts Payable</li> <li>Cardholder User Agreement and Authorization</li> <li>Manual Checks</li> <li>Mileage and Travel Approvals</li> <li>Minutes: Approval of and signature on Certification of meeting minutes for November 6, 13, 18, and 20, 2025.</li> </ul>

## Meeting Notes

- 1 9:00 AM Hough called the meeting to order. There were no indigent cases.
- 2 9:00 AM Hough moved to enter into executive session under Idaho Code §74-206(1)(d) to consider records that are exempt from disclosure. The motion passed by roll call vote. 9:15 AM Hough moved to exit executive session. The motion passed.
- 3 9:24 AM Hough moved to enter into executive session under Idaho Code §74-206(1)(c) to acquire an interest in real property. The motion passed by roll call vote. 9:37 AM Hough moved to exit executive session. The motion passed. Moser moved to hold off on planning projects to await a firm commitment from owner to sell the property. The motion passed.
- 4 9:16 AM Assistant Planning and Development Director Tristan Bourquin also appeared. Jensen explained the documents are for adoption of areas of city impact. The City signatures were removed per legal counsel's guidance. Bullock moved to accept and authorize signatures and to approve the areas of impact. The motion passed. Discussion ensued on lessons learned.
- 5 9:22 AM Klauser requested approval of annual juvenile justice report. Moser moved to approve the Chair's signature on the report. The motion passed.  
9:22 AM Klauser reviewed the equitable sharing agreement regarding funds from drug seizures. Hough moved to approve the annual certification. The motion passed.
- 6 9:23 AM Moser moved to approve Resolution 2025-84. The motion passed.
- 7 9:24 AM Bullock moved to approve the items on the consent agenda. The motion passed.

## Action Item Summary

ACTION/DIRECTION	ASSIGNED TO
Executive session held to consider records exempt from public disclosure.	Clerk
Executive session held to discuss acquisition of real property and the project planning will halt while awaiting seller commitment.	Clerk/Procurement
Areas of City Impact were approved.	Planning/Ordinance
Juvenile Justice Annual Financial Report and Equitable Sharing Agreement and Certification Report were approved.	Auditing
Resolution 2025-84 Authorizing the Destruction of Records was passed.	Clerk
Claims agenda items were approved.	Clerk/Auditing



# MINUTES OF THE BOARD OF BANNOCK COUNTY COMMISSIONERS

## Meeting Details

Date of Meeting:	Wednesday, November 26, 2025
Commissioners present:	Ernie Moser, Jeff Hough, and Ken Bullock
Clerk of the Board:	Nancy Allen for Jason C. Dixon
Absent Board Members:	
Staff present:	Deputy Clerk Nancy Allen

## Agenda Details

AGENDA	
1	Interview for Fair Board with possible Executive Session under Idaho Code §74-206(1)(a)&(b) regarding personnel with potential action following adjournment of Executive Session (potential action item)

## Meeting Notes

- 10:13 AM Hough called the meeting to order and moved to enter into executive session under Idaho Code §74-206(1)(a)&(b) regarding personnel. The motion passed by roll call vote. Allen exited.  
10:45 AM Hough moved to exit executive session. The motion passed.

## Action Item Summary

ACTION/DIRECTION	ASSIGNED TO
Executive session held to consider personnel matters.	Clerk