



BANNOCK COUNTY COMMISSIONERS' – MEETING

Commissioners' Agenda

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

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

Thursday, December 18, 2025

9:00 AM Work Session and Claims Meeting (action items)

Work Session Agenda:

- Commissioners seeking to discuss a property issue with possible Executive Session under Idaho Code §74-206(1)(d) to consider records that are exempt from disclosure as provided in [chapter 1, title 74](#), Idaho Code with potential action following adjournment of Executive Session (requested 10 minutes) (action item)
- Kevin Sonico, Idaho Transportation Department, seeking signature on a Cooperative Agreement (requested 5 minutes) (action item)
- Daniel Kendall, Chief Building Officer, providing a monthly facilities update
- Emma Iannacone, Public Information Officer, reviewing 2025 Household Hazardous Waste Season (requested 5 minutes) (action item)
- **(AMENDED to make potential Executive)** Scott Crowther, Event Center/Wellness Complex, seeking to discuss a letter from the Idaho Department of Water pertaining to the potential Curtailment for Ground Water Rights Junior to August 15, 1952 and how to move forward with possible Executive Session under Idaho Code §74-206(1)(f) to communicate with legal counsel for the public agency to discuss the legal ramifications of and legal options for pending litigation, or controversies not yet being litigated but imminently likely to be litigated. The mere presence of legal counsel at an executive session does not satisfy this requirement with potential action following adjournment of Executive Session (requested 10 minutes) (action item)

- Kiel Burmester, Public Works, seeking review of and signature on Cooperative Forest Road Agreement (requested 5 minutes) (action item)
- Kristi Klauser, Auditing, request to sign lease documents for landfill compactor; sales agreement was signed on 11/20/25 (requested 10 minutes) (action item)

Claims Agenda:

- Board of Ambulance District: Invoices and Commissioner Report
- Board of Commissioners: Invoices, Commissioners Reports, and Credit Applications
- Salary Rate Approval Forms/Notice of Separation with Potential Executive Session under Idaho Code §74-206(1)(a)&(b) regarding personnel with potential action following adjournment of Executive Session
- Payroll Report
- Alcohol Licenses and Permits
- Certificate of Residency Approval
- Mileage Reimbursement Requests
- Technology Request Form
- Memorandum Authorization for Accounts Payable
- Cardholder User Agreement and Authorization

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:

Commission

Department:

Commission

Requestor Email:

commission@bannockcounty.gov

Item(s) to be considered:

Commissioners seeking to discuss a property issue with possible Executive Session under Idaho Code §74-206(1)(d) to consider records that are exempt from disclosure as provided in chapter 1, title 74, Idaho Code with potential action following adjournment of Executive Session (requested 10 minutes) (action item)

Date of meeting being requested:

12/18/2025

Time requested:

10 Minutes

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

No

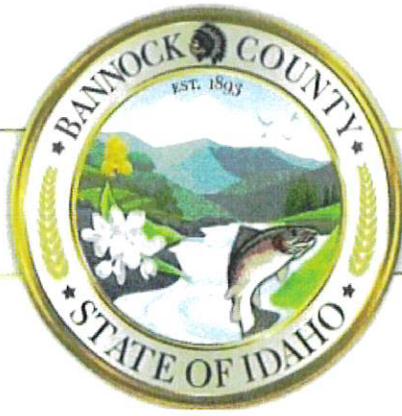
Contract/Agreement Begin Date:

Contract/Agreement End Date:

List of additional attendees:

Misty Katsilometes, Jennifer Clark

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
--	---	--

CONCERNS/ISSUES REQUEST FORM

Once you have filled out this form, you can email the completed form to 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:

Kevin Sonico

Phone/Email:



Concern/issue/question:

A portion of Parcel 11, located on US-91 at the end of Briscoe Rd in Chubbuck, was previously quitclaimed to the State of Idaho for the reconstruction and widening of US-91, expected to begin in 2027. This is a request to sign a Cooperative Agreement between Idaho Transportation Department (State of Idaho) and Bannock County for work to be completed on portions of the remainder of Parcel 11 which will remain in the County's ownership. +

Suggested solution?

Requester will appear at commissioners meeting on Thursday to present this Agreement for signature.

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

Commission Office Only:

Date: _____ Department: _____

**COOPERATIVE AGREEMENT
PROJECT NO. A021(860)
PARK LAWN TO SIPHON RD, CHUBBUCK
BANNOCK COUNTY
KEY NO. 21860**

PARTIES

THIS AGREEMENT is made and entered this 18 day of December , 2025 by and between the **IDAHO TRANSPORTATION DEPARTMENT**, hereafter called the State, and **BANNOCK COUNTY**, hereafter called the County.

PURPOSE

The State has programmed a project (the "Project") for the reconstruction and widening of US-91 from Park Lawn Dr to New Day Pkwy in Chubuck, Idaho. The Project includes the reconstruction of roadway on US-91 at the Briscoe Rd intersection which, upon completion of construction, will be owned and maintained by the State. The area to be reconstructed and widened is shown on Exhibit A.1 and A.2 attached hereto.

Authority of this Agreement is established by Section 40-317, Idaho Code.

THE PARTIES AGREE AS FOLLOWS:

1. **Bannock County has previously quitclaimed to the State any property interest it has in US-91 which is being reconstructed and widened by the Project.**
2. The State will construct the Project, including the roadway on US-91 at Briscoe Rd.
3. Bannock County will allow the State access to Parcel 11, which is depicted on Exhibit A.2, and any other parcels similarly needed, for the duration of the Project for constructing improvements associated with the reconstruction and widening of US-91. These improvements include but are not limited to saw cutting pavement, grading, and re-paving to transition to the widened highway.
4. Upon completion of construction, the State will assume ownership of and be responsible for maintenance of US-91.
5. The State is a governmental agency, and this Agreement shall in no way be construed so as to bind or obligate the State beyond the term of any particular appropriation of funds by the Federal Government or the State Legislature as may exist from time to time. The State reserves the right to terminate this Agreement if, in its sole judgement, the Federal Government or the legislature of the State of Idaho fails, neglects, or refuses to

appropriate sufficient funds as may be required for the State to continue the Project. Any such termination shall take effect immediately upon notice and be otherwise effective as provided in this Agreement.

6. This Agreement shall become effective on the first date mentioned above and shall remain in full force and effect until amended or replaced upon the mutual written consent of the State and Bannock County..

EXECUTION

This Agreement is executed for the State by its District Engineer and executed for Bannock County by the Board of County Commissioners, attested to by the County Clerk, with the imprinted corporate seal of Bannock County.

**IDAHO TRANSPORTATION
DEPARTMENT**

District Engineer

ATTEST:

COUNTY COMMISSIONER

Bannock County

(SEAL)

By regular/special meeting
on _____.

cs: 21860

Exhibit A.1

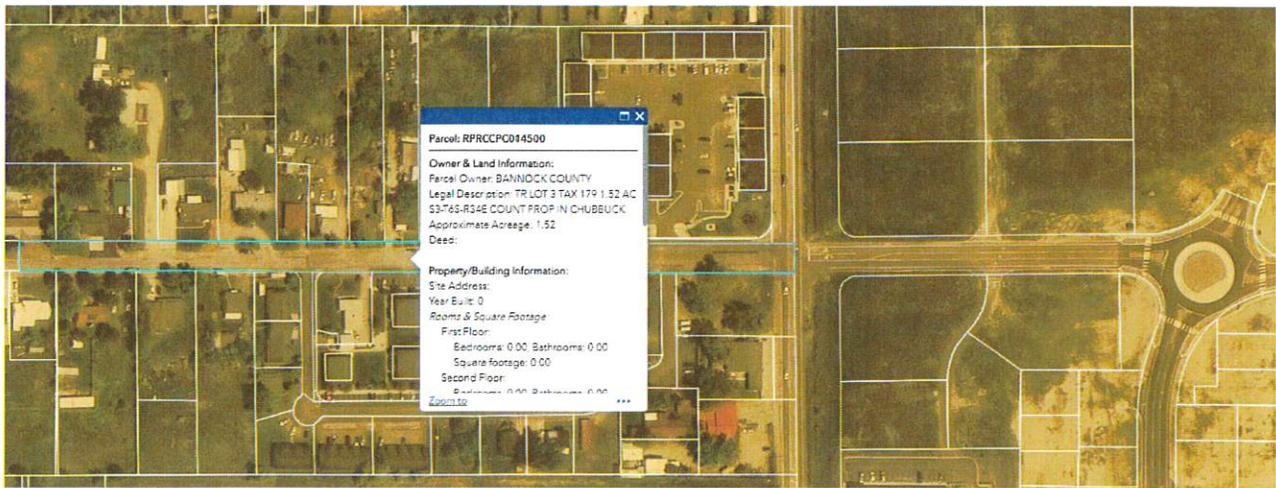
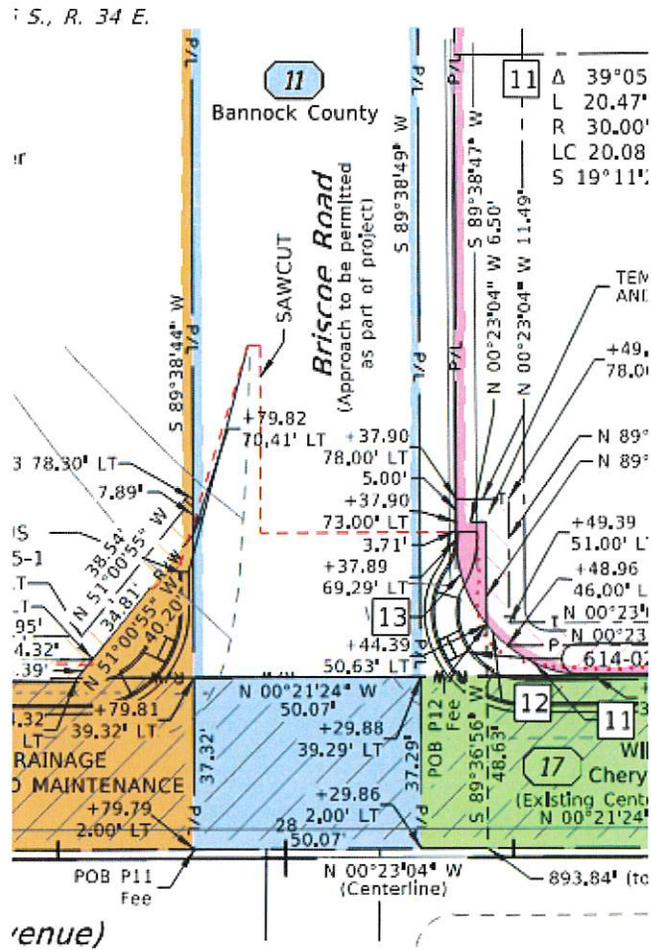
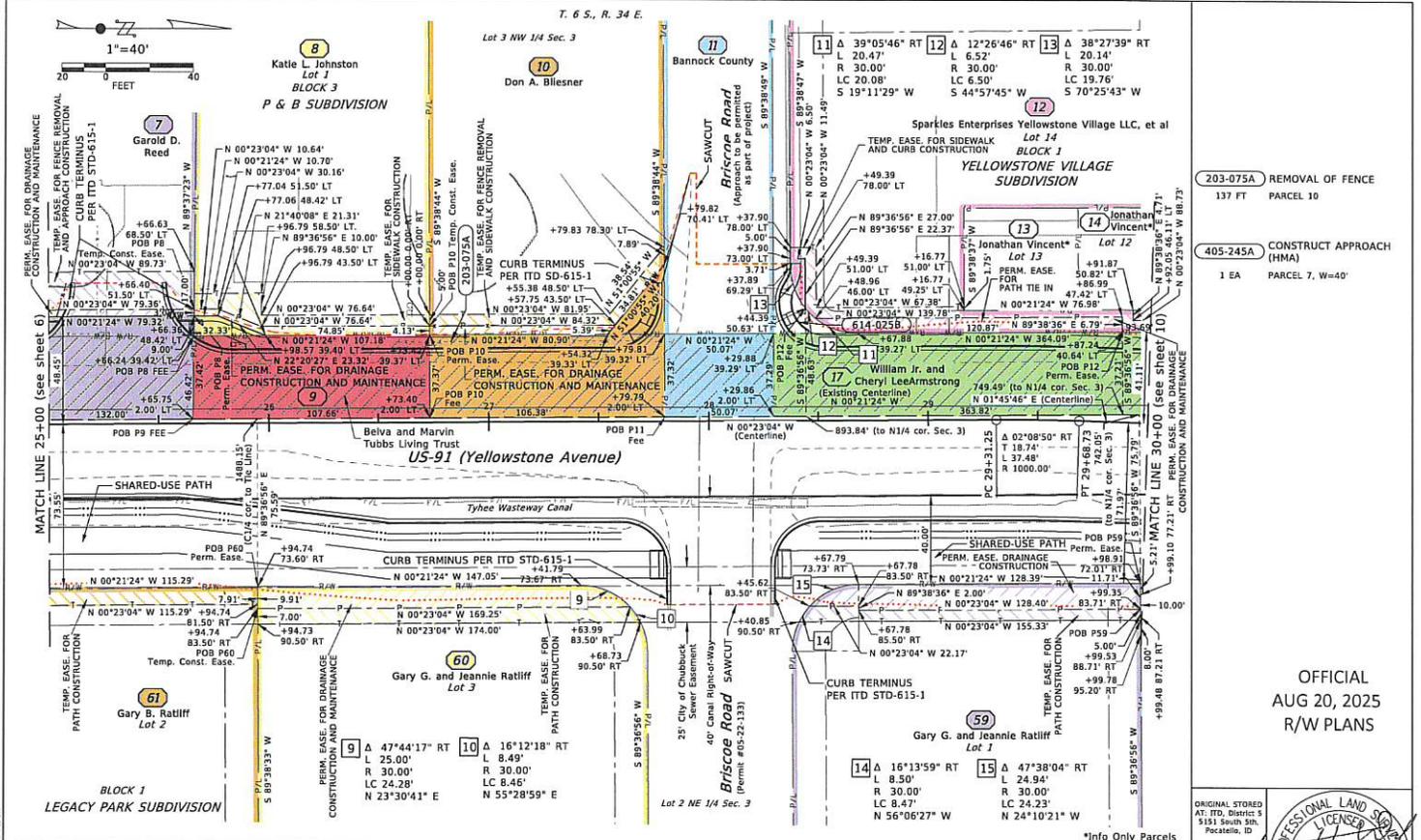


Exhibit A.2





203-075A REMOVAL OF FENCE
137 FT PARCEL 10

405-245A CONSTRUCT APPROACH
(HMA)
1 EA PARCEL 7, W=40'

OFFICIAL
AUG 20, 2025
R/W PLANS

ORIGINAL STORED
AT: ITD, District 5
9141 South Six
Focastello, ID

PROFESSIONAL LAND SURVEYOR
LICENSED
15295
8/20/25
STATE OF IDAHO
STEWART K. WARD

COUNTY BANNOCK
KEY NUMBER 21860
SHEET 7 OF 17

REVISIONS			
NO.	DATE	BY	DESCRIPTION
1	1-20-25	SKW	REMOVE PARCEL 8 COMMENTS
2	6-3-25	RTB	REMOVE PERM EASE PARCEL 61
3	6-3-25	RTB	ADJUST TEMP EASE PARCEL 8
4	7-25-25	TIS	ADD EASE, DESCRIPTIONS

DESIGNED C. Scofield
DESIGN CHECKED S. Ward
DETAILED C. Scofield
DRAWING CHECKED S. Ward

SCALES SHOWN
ARE FOR 11" X 17"
PRINTS ONLY

CADD FILE NAME
21860-Sheet 7.dgn

DRAWING DATE
September 2024

IDAHO
TRANSPORTATION
DEPARTMENT

YOUR Safety • YOUR Mobility • YOUR Economic Opportunity

DIOPTRA

PROJECT NO.
A021(860)

PLAN SHEET
US-91, PARK LAWN AVE
TO SIPHON ROAD
CHUBBUCK

*Info Only Parcels

PLOTTED 8/20/2025 10:53:56 AM
 USER: Dwner
 PlotSheet 7.DGN

Idaho Transportation Department
US-91, Park Lawn Ave to Siphon Rd
Project No. A021(860)
Key No. 21860
Parcel No. 11
Parcel ID No. 52639



Prepared: September 11, 2024

FEE ACQUISITION

A portion of the parcel described in Deed Instr. #288636, located in Section 3, Township 6 South, Range 34 East Boise Meridian, Bannock County, Idaho, more particularly described as;

Commencing at the Center Quarter Corner of Section 3, Township 6 South, Range 34 East and running thence N 00°23'04" W 1673.20 feet along the Meridional Centerline of said Section 3 to the **True Point of Beginning**;

Thence S 89°38'44" W 37.32 feet,

Thence N 00°21'24" W 50.07 feet,

Thence N 89°38'49" E 37.29 feet to said Meridional Centerline,

Thence S 00°23'04" E 50.07 feet along said Meridional Centerline to the **Point of Beginning**.

Parcel contains ±0.043 acres; consisting of ±0.043 acres of existing prescriptive right-of-way and ±0.000 acres of net required right-of-way.

Parcel station limits of US-91 centerline 27+79.79 to 28+29.88.

CMS/RKK





EXHIBIT 'B'
PARCEL 11 FEE ACQUISITION
US-91, PARK LAWN AVE TO SIPHON RD
 PROJECT NO. A021(860) KEY NO. 21860
 A PART OF SECTION 3,
 TOWNSHIP 6 SOUTH, RANGE 34 EAST B.M.,
 BANNOCK COUNTY, IDAHO

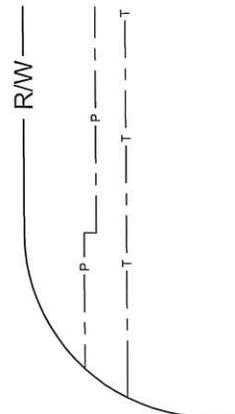


SCALE: 1"=30'

1/4 CORNER
BRASS CAP
CP&F INST. NO. 21111672

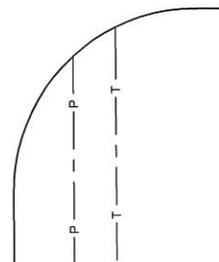


DESIGN ALIGNMENT
PROJECT NO.
A021(860)



BRISCOE ROAD

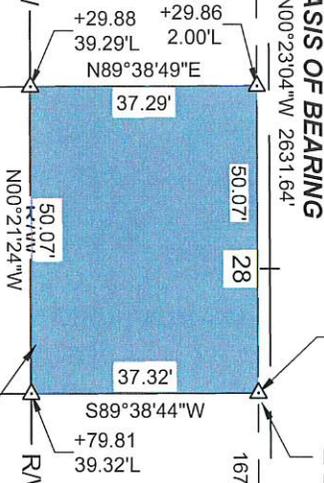
US-91 (YELLOWSTONE AVENUE)



OWNER: BANNOCK COUNTY
PARCEL NO.: 52639

11

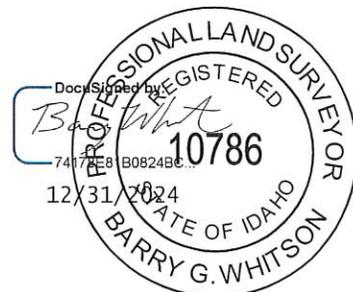
PARCEL CONTAINS ±0.043
ACRES; CONSISTING OF
±0.043 ACRES OF
PRESCRIPTIVE
RIGHT-OF-WAY AND ± ACRES
OF NET REQUIRED
RIGHT-OF-WAY.



BASIS OF BEARING

POINT OF BEGINNING

C 1/4
BRASS CAP
CP&F INST. NO. 21320659



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:

Daniel Kendall

Department:

Buildings and Grounds

Requestor Email:

danielk@bannockcounty.gov

Item(s) to be considered:

Providing a monthly Buildings and Grounds update

Date of meeting being requested:

12/18/2025

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

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:

Emma Iannacone

Department:

Solid Waste

Requestor Email:

emmai@bannockcounty.gov

Item(s) to be considered:

Review 2025 Household Hazardous Waste Season

Date of meeting being requested:

12/18/2025

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:

Dillon Evans, Aubri Lewis, Emma Iannacone

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:

Scott Crowther

Department:

Event Center/Wellness Complex

Requestor Email:

scottc@bannockcounty.gov

Item(s) to be considered:

Seeking to discuss a letter from the Idaho Department of Water pertaining to the potential Curtailment for Ground Water Rights Junior to August 15, 1952 and how to move forward.

Date of meeting being requested:

12/18/2025

Time requested:

10 Minutes

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

No

Contract/Agreement Begin Date:

Contract/Agreement End Date:

List of additional attendees:



Governor Brad Little

Director Mathew Weaver

December 11, 2025

COUNTY OF BANNOCK
FAIRGROUNDS
624 E CENTER ST STE 101
POCATELLO, ID 83201-6274

RE: Notice of Curtailment for Ground Water Rights Junior to August 15, 1952

Water Right Holder,

You are receiving this letter because records of the Idaho Department of Water Resources (“Department”) indicate that you own one or more ground water rights with a priority date junior to August 15, 1952. These rights are subject to curtailment under the *Final Order Curtailing Ground Water Rights Junior to August 15, 1952* (“December Curtailment Order”) issued by the Director of the Department on December 8, 2025, as part of the ongoing Surface Water Coalition³⁵⁴ (“SWC”) delivery call proceedings.

A list of your curtailed water rights is provided on page 2. The December Curtailment Order, including the official curtailment list titled Attachment A, is available at the following link:
<https://idwr.idaho.gov/wp-content/uploads/sites/2/legal/CM-DC-2010-001/CM-DC-2010-001-20251208-Final-Order-Curtailing-Ground-Water-Rights-Junior-to-August-15-1952.pdf>

The December Curtailment Order requires ground water users holding water rights listed in Attachment A to stop diverting and using ground water under those water rights, unless and until the Department notifies them that the curtailment has been modified or lifted.

Ground water rights newly added to Attachment A may be able to avoid curtailment. If your water rights were not previously included in the Director’s July 10, 2025 *Order Revising April 2025 Forecast Supply and Continuing May 16, 2025 Curtailment*, you may avoid curtailment by participating in an approved mitigation plan through a ground water district. You have fifteen (15) days from December 8, 2025, to join, for mitigation purposes only, the ground water district nearest the lands to which the water rights are appurtenant. The ground water rights eligible for this fifteen-day period are highlighted in orange in Attachment A which is available using the link above.

³⁵⁴ The SWC includes A&B Irrigation District, American Falls Reservoir District #2, Burley Irrigation District, Milner Irrigation District, Minidoka Irrigation District, North Side Canal Company, and Twin Falls Canal Company. The SWC called for delivery of their water rights under the Department’s Rules for Conjunctive Management of Surface and Ground Water Resources (IDAPA 37.03.11) (“CM Rules”).

You can review your water rights and identify the nearest Ground Water District using the following map: <https://maps.idwr.idaho.gov/agol/WaterMeasurementLocations/>

This curtailment notice applies to ground water rights used for, but not limited to, irrigation, commercial, industrial, municipal, and other consumptive uses. It does not apply to non-consumptive uses, indoor domestic (culinary) uses, or exempt domestic and livestock uses as provided by Idaho law.

Updates on the status of this curtailment and the SWC delivery call are available at: <https://idwr.idaho.gov/legal-actions/delivery-call-actions/SWC/>.

If you have questions concerning this notice, please contact one of the Department's offices:

Idaho Falls Regional Office: 208-525-7161
Twin Falls Regional Office: 208-736-3033
State Office (Boise): 208-287-4800

You may also contact the watermaster for the water district that administers your ground water rights.

Respectfully,



Mathew Weaver, Director

- c. Craig Chandler, Watermaster, Water District 01
- Richard Curry, Water District 290
- Greg Shenton, Water District 31
- Roman Pancheri, Water District 33
- Preston Marcroft, Watermaster, Water District 34
- Blake Jordan, Watermaster, Water Districts 100, 110, and 120
- Kristin Evans, Water District 129
- Corey King, Watermaster, Water District 130
- Jaxon Higgs, Watermaster, Water District 140

Your affected water rights:
29-13466



IDAHO DEPARTMENT OF
WATER RESOURCES

322 E Front Street, Suite 648, Boise ID 83702 • PO Box 83720, Boise ID 83720-0098
Phone: 208-287-4800 • Fax: 208-287-6700 • Email: idwrinfo@idwr.idaho.gov • Website: idwr.idaho.gov

RECEIVED

DEC 15 2025

Governor Brad Little

Bannock County
Commissioner
Director Matthew Weaver

December 11, 2025

BANNOCK COUNTY
624 E CENTER ST
ROOM 101
POCATELLO, ID 83201

RE: Notice of Curtailment for Ground Water Rights Junior to August 15, 1952

Water Right Holder,

You are receiving this letter because records of the Idaho Department of Water Resources (“Department”) indicate that you own one or more ground water rights with a priority date junior to August 15, 1952. These rights are subject to curtailment under the *Final Order Curtailing Ground Water Rights Junior to August 15, 1952* (“December Curtailment Order”) issued by the Director of the Department on December 8, 2025, as part of the ongoing Surface Water Coalition²⁶⁶ (“SWC”) delivery call proceedings.

A list of your curtailed water rights is provided on page 2. The December Curtailment Order, including the official curtailment list titled Attachment A, is available at the following link: <https://idwr.idaho.gov/wp-content/uploads/sites/2/legal/CM-DC-2010-001/CM-DC-2010-001-20251208-Final-Order-Curtailing-Ground-Water-Rights-Junior-to-August-15-1952.pdf>

The December Curtailment Order requires ground water users holding water rights listed in Attachment A to stop diverting and using ground water under those water rights, unless and until the Department notifies them that the curtailment has been modified or lifted.

Ground water rights newly added to Attachment A may be able to avoid curtailment. If your water rights were not previously included in the Director’s July 10, 2025 *Order Revising April 2025 Forecast Supply and Continuing May 16, 2025 Curtailment*, you may avoid curtailment by participating in an approved mitigation plan through a ground water district. You have fifteen (15) days from December 8, 2025, to join, for mitigation purposes only, the ground water district nearest the lands to which the water rights are appurtenant. The ground water rights eligible for this fifteen-day period are highlighted in orange in Attachment A which is available using the link above.

²⁶⁶ The SWC includes A&B Irrigation District, American Falls Reservoir District #2, Burley Irrigation District, Milner Irrigation District, Minidoka Irrigation District, North Side Canal Company, and Twin Falls Canal Company. The SWC called for delivery of their water rights under the Department’s Rules for Conjunctive Management of Surface and Ground Water Resources (IDAPA 37.03.11) (“CM Rules”).

You can review your water rights and identify the nearest Ground Water District using the following map: <https://maps.idwr.idaho.gov/agol/WaterMeasurementLocations/>

This curtailment notice applies to ground water rights used for, but not limited to, irrigation, commercial, industrial, municipal, and other consumptive uses. It does not apply to non-consumptive uses, indoor domestic (culinary) uses, or exempt domestic and livestock uses as provided by Idaho law.

Updates on the status of this curtailment and the SWC delivery call are available at: <https://idwr.idaho.gov/legal-actions/delivery-call-actions/SWC/>.

If you have questions concerning this notice, please contact one of the Department's offices:

Idaho Falls Regional Office: 208-525-7161
Twin Falls Regional Office: 208-736-3033
State Office (Boise): 208-287-4800

You may also contact the watermaster for the water district that administers your ground water rights.

Respectfully,



Mathew Weaver, Director

- c. Craig Chandler, Watermaster, Water District 01
- Richard Curry, Water District 290
- Greg Shenton, Water District 31
- Roman Pancheri, Water District 33
- Preston Marcroft, Watermaster, Water District 34
- Blake Jordan, Watermaster, Water Districts 100, 110, and 120
- Kristin Evans, Water District 129
- Corey King, Watermaster, Water District 130
- Jaxon Higgs, Watermaster, Water District 140

Your affected water rights:
29-7329 AND 29-7972

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



ERNE MOSER
Commissioner
1st District

JEFF HOUGH
Commissioner
2nd District

KEN BULLOCK
Commissioner
3rd District

Business Meeting Agenda Request Form

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

Requestor Name:

Kiel Burmester

Department:

Public Works

Requestor Email:

kielb@bannockcounty.us

Item(s) to be considered:

Cooperative Forest Road Agreement

Date of meeting being requested:

12/18/2025

Time requested:

5 Minutes

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

Agreement

Contract/Agreement Begin Date:

12/18/2025

Contract/Agreement End Date:

09/30/2030

List of additional attendees:



FS Agreement No. 25-RO-11041500-076

Cooperator Agreement No. _____

COOPERATIVE FOREST ROAD AGREEMENT
Between
BANNOCK COUNTY
And The
USDA, FOREST SERVICE
CARIBOU-TARGHEE NATIONAL FOREST

PARTIES TO AGREEMENT: This agreement, made and entered into this the _____ day of _____, 2025, by and between Bannock County, hereinafter referred to as "Cooperator," and the United States Department of Agriculture (USDA), Forest Service, Caribou-Targhee National Forest, hereinafter referred to as the "U.S. Forest Service."

PURPOSE OF AGREEMENT: The purpose of this agreement is to set forth the general terms and conditions, acceptable to the parties hereto, for the cooperative planning, survey, design, construction, reconstruction, improvement, and maintenance of certain Forest Roads in Bannock County, State of Idaho, pursuant to the provisions of 16 U.S.C. 532-538, 23 U.S.C. 205, and the regulations issued by the Secretary of Agriculture.

The Congress has, from time to time, authorized and appropriated funds for "Forest Roads," which are defined as "those Forest roads of primary importance for the protection, administration, and utilization of the National Forests, or where necessary, for the use and development of the resources upon which communities within or adjacent to the National Forests are dependent." Recognizing that substantial benefits will accrue to the Nation and to the State from the construction, reconstruction, improvement, maintenance, and use of certain Forest Roads and roads on the State or local road system over which cooperator has/have jurisdiction, and further that such roads carry substantial volumes of public service traffic as well as National Forest traffic, and further that cooperator has/have road construction, reconstruction, improvement, maintenance, and right-of-way acquisition facilities available to assist in the accomplishment of the work, it is accordingly deemed fitting and desirable to the parties hereto to express by this agreement the general terms of their mutual cooperation in that regard to achieve the maximum benefits therefrom in the public interest.

1. INTENT TO COOPERATE. It is the intention of the parties under this agreement to cooperate as follows:
 - a. Agree that certain roads under the jurisdiction of cooperator or the U.S. Forest Service which serve the National Forest and also carry traffic which is properly the



responsibility of cooperator should be maintained and, if necessary, improved to a standard adequate to accommodate safely and economically all traffic which uses such roads.

- b. Agree on the identification of roads or road segments which meet the criteria in item a by a listing and appropriate maps.
 - c. Provide for formal meetings and informal consultation on a regular basis to discuss and agree on action with respect to the roads identified pursuant to item b.
 - d. Provide for regular and adequate maintenance of the roads identified in item b, including the assignment of maintenance responsibilities.
 - e. Provide for entering into project agreements when improvements of a road under the jurisdiction of one party is to be financed in whole or in part from funds or resources provided by the other party.
 - f. Provide for appropriate jurisdictional status of roads through transfer of easements and acquisition of easements by the appropriate party.
2. IDENTIFICATION OF ROADS. A list of roads and segments of roads which meet the criteria set forth in item 1a is agreed upon and is marked "Schedule A" and attached as part of this agreement. Schedule A may be modified from time to time by agreement between cooperator and U.S. Forest Service, by adding or removing roads or road segments, or by altering the description of a road or road segments, to give it proper identity. Each such modification shall be indicated by a revised Schedule A bearing the signatures of the parties or their authorized representatives and the effective date of the revision.
3. MAINTENANCE PLANS. At the annual meeting provided for in item 6, plans for maintaining the roads listed in Schedule A shall be agreed upon. Such plans shall include assignment of responsibility for maintenance or particular elements of maintenance to cooperator or U.S. Forest Service for each road or segment of road listed in Schedule A. To the extent practical, and subject to availability of funds, responsibility for maintenance shall be assigned in proportion to use for which each party is properly responsible.
- Maintenance shall include preserving and keeping the roads, including structures and related facilities as nearly as possible in their original condition as constructed or reconstructed to provide satisfactory and safe road service.
- Maintenance plans shall provide for prompt changes in maintenance assignments during the period of the plan upon agreement by the parties or their designated representatives.
4. PROJECT AGREEMENTS. When improvement of a road listed in Schedule A is to be financed in whole or in part from funds or resources provided by the party not having jurisdiction, the parties shall enter into a project agreement providing for performing the



improvement work and its financing. A project agreement is not required for improvement of a road or a road segment over which the party performing and financing such improvement has jurisdiction. Project agreements shall be supplements to this general agreement and subject to the agreements, provisions, and conditions herein contained.

- a. A project agreement shall be entered into prior to beginning of improvement or construction work for which a project agreement is required.
- b. The project agreement shall include the following elements:
 1. Identification of road or road segment to be improved or constructed.
 2. Plans and specifications for the project or provision for their development and subsequent agreement thereon.
 3. Schedule of construction or improvement work and designation of the party or parties to perform the work.
 4. Estimates of cost of improvement or construction.
 5. Agreement as to how cost of work is to be borne including arrangements to share in the work or to deposit funds with the performing party for a share of the costs.
- c. If funds are provided by cooperator on an advance basis for work to be performed by the U.S. Forest Service, they shall be deposited in the Treasury of the United States to the credit of cooperative work, U.S. Forest Service. Any unused balance of cooperative funds for the purposes outlined in the project agreement shall be returned to cooperator after completion of the work performed or upon agreement of the U.S. Forest Service. If the cooperative funds are made available on a reimbursement basis as the work progresses or upon its completion, the U.S. Forest Service shall submit to cooperator periodic billings, but not more often than monthly, or a final billing as the case may be.

The amount of cooperative funds as set forth in the project agreement shall be the maximum commitment of cooperator to the project unless changed by a modification of the project agreement.

If funds are provided by the U.S. Forest Service for work to be performed by cooperator the arrangements shall be set forth in the project agreement. Payments to cooperator shall be made as provided for in the project agreement.

If it appears that the project cost may exceed the estimate and additional funds may be needed, no obligation shall arise against the Federal government with respect to



the increased cost except by modification of the project agreement prior to incurring any commitment.

5. RIGHTS-OF-WAY. Easements or other interests in land acquired by either party shall be adequate to serve the road needs of both parties. The party having jurisdiction of an existing road or intended to have jurisdiction of a road to be constructed shall obtain the needed rights-of-way in its name. There shall be no provisions in any easement document that will prevent the U.S. Forest Service from using or authorizing the use of roads for which Federal funds were expended. Cooperator must be in a position to assure the U.S. Forest Service the continuance of such uses for the period needed. The party acquiring the easement or other interest in land shall obtain such title evidence and title approval as required in its acquisitions for roads of comparable standards.

The costs of such easements or other interests in land are to be at the expense of the acquiring party.

The U.S. Forest Service shall cooperate in the procurement of rights-of-way over land administered by other agencies of the United States required for any project included under this agreement and shall furnish cooperator copies of survey notes, maps, and other records.

To the extent possible under available authority, each party agrees to convey easements over lands or interests in lands it owns or administers to the other party in order to provide jurisdiction by the appropriate party as may be agreed to for any road or road segment listed on Schedule A.

6. ANNUAL MEETING AND CONTINUING CONSULTATION. Cooperator and U.S. Forest Service shall meet at least once each year to review matters covered by this agreement and to agree on actions to implement this agreement including, but not limited to, (1) approval of changes in the listing of roads on Schedule A; (2) approval of the annual maintenance plan; (3) approval of project agreements for construction or reconstruction; and (4) approval of transfer of jurisdiction of particular roads by easement conveyance. It is also the intent of the parties to arrange for continuing consultation between their representatives with the objective of reaching prompt agreement by the parties on all matters of mutual concern which are covered by this agreement. The Forest Supervisor of the Caribou-Targhee National Forest for the U.S. Forest Service, and responsible individuals for cooperator shall be responsible for making the arrangements for formal meetings and continuing consultation.
7. TEXT MESSAGING WHILE DRIVING. In accordance with Executive Order (EO) 13513, "Federal Leadership on Reducing Text Messaging While Driving," any and all text messaging by Federal employees is banned: a) while driving a Government owned vehicle (GOV) or driving a privately owned vehicle (POV) while on official Government business; or b) using any electronic equipment supplied by the Government when driving any vehicle at any time. All Cooperators, their Employees, Volunteers, and Contractors are encouraged to adopt and enforce policies that ban text messaging when driving



company owned, leased or rented vehicles, POVs or GOVs when driving while on official Government business or when performing any work for or on behalf of the Government.

8. MODIFICATION AND TERMINATION.

- a. This agreement may be modified by mutual consent.
- b. This agreement may be terminated by either party upon at least 60 days prior written notice, except that such termination shall in no way affect or change any commitment made authorizing the use of roads or rights-of-way for purposes for which Federal funds were expended, or any operation in progress at time of notice, and provided that such termination shall in no way affect the agreement of the parties hereto with respect to any obligations incurred under the agreement until a full settlement has been made.

9. MISCELLANEOUS.

- a. The United States shall not be liable to the Cooperator for any costs, damages, claims, liabilities, and judgments that arise in connection with the performance of work under this agreement, including damage to any property owned by the Cooperator or any third party.
- b. Nothing herein contained shall be construed to obligate the U.S. Forest Service or cooperator beyond the extent of available funds allocated or programmed for this work, or contrary to applicable laws, rules, and regulations.
- c. No Member of, or Delegate to, the Congress, or Resident Commissioner, shall be admitted to any share or part of this agreement or to any benefits that may arise therefrom, unless it is made with a corporation for its general benefit.
- d. Where applicable, any contract, agreement, or understanding entered into pursuant to this agreement providing for work to be performed shall include the requirements of Federal laws, Executive orders, and Regulations.

10. PRINCIPAL CONTACTS. Individuals listed below are authorized to act in their respective areas for matters related to this agreement.

Principal Cooperator Contacts:

Cooperator Program Contact	Cooperator Administrative Contact
-----------------------------------	--



<p>Kiel Burmester Public Works Director 5500 S. Fifth Ave. Pocatello, ID 83204 Telephone: 208-233-9591 Email: KielB@bannockcounty.gov</p>	<p>Jason C. Dixon County Clerk 624 E Center, Room 211 Pocatello, ID 83201 Telephone: 208-236-7358 Email: JDixon@bannockcounty.us</p>
<p>Bobette Beesley Bannock County Public Works 5500 S. Fifth Ave. Pocatello, ID 83204 Telephone: 208-233-9591 Email: BobetteB@bannockcounty.gov</p>	

Principal U.S. Forest Service Contacts:

U.S. Forest Service Program Manager Contact	U.S. Forest Service Administrative Contact
<p>Chris Colt, Acting District Ranger Westside Ranger District 4350 Cliffs Drive Pocatello, ID 83204 Telephone: 208-236-7506 Email: Christopher.Colt@usda.gov</p>	<p>Lucas Knowles Grants Management Specialist Region 4 North Zone 324 25th St. Ogden, UT 84401 Telephone: 385-832-9834 Email: Lucas.Knowles@usda.gov</p>
<p>Thomas E. Brown, P.E. Assistant Forest Engineer - Roads 1405 Hollipark Drive Idaho Falls, ID 83401 Telephone: 208-351-2868 Email: Thomas.E.Brown@usda.gov</p>	

11. **ASSURANCE REGARDING FELONY CONVICTION OR TAX DELINQUENT STATUS FOR CORPORATE ENTITIES.** This agreement is subject to the provisions contained in the Department of Interior, Environment, and Related Agencies Appropriations Act, 2012, P.L. No. 112-74, Division E, Section 433 and 434 as continually by Consolidated and Further Continuing Appropriations Act, 2013, P.L. No. 113-6, Division F, Title I, Section 1101 (a)(3) regarding corporate felony convictions and corporate federal tax delinquencies. Accordingly, by entering into this agreement cooperator acknowledges that it: 1) does not have a tax delinquency, meaning that it is not subject to any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, and (2) has not been convicted (or had an officer or agent acting on its behalf convicted) of a felony criminal violation under any Federal law



within 24 months preceding the agreement, unless a suspending and debarring official of the United States Department of Agriculture has considered suspension or debarment is not necessary to protect the interests of the Government. If cooperator fails to comply with these provisions, the U.S. Forest Service will annul this agreement and may recover any funds cooperator has expended in violation of Sections 433 and 434.

12. SYSTEM FOR AWARD MANAGEMENT REGISTRATION REQUIREMENT (SAM). cooperator shall maintain current organizational information and the original Unique Entity Identifier (UEI) provided for this agreement in the System for Award Management (SAM) until receipt of final payment. This requires annual review and updates, when needed, of organizational information after the initial registration. More frequent review and updates may be required for changes in organizational information or agreement term(s). Any change to the original UEI provided in this agreement will result in termination of this agreement and de-obligation of any remaining funds. For purposes of this agreement, System for Award Management (SAM) means the Federal repository into which an entity must provide information required for the conduct of business as a Cooperative. Additional information about registration procedures may be found at the SAM Internet site at www.sam.gov.

13. COMMENCEMENT/EXPIRATION DATE. This agreement is executed as of the date of last signature and is effective through September 30, 2030 at which time it will expire. The expiration date is the final date for completion of all work activities under this agreement.

14. AUTHORIZED REPRESENTATIVES. By signature below, the parties certify that the individuals listed in this document as representatives of each party are authorized to act in their respective areas for matters related to this agreement.

This agreement shall be effective as of the date herein written and shall supersede all prior existing agreements, if any, for the same roads.

JEFF HOUGH, Commission Chair
Bannock County

12/18/25

Date

ERNIE MOSER, Commissioner
Bannock County

12/18/25

Date

KEN BULLOCK, Commissioner
Bannock County

12/18/25

Date



KIM PIERSON, Forest Supervisor
U.S. Forest Service, Caribou-Targhee National Forest

Date

The authority and format of this agreement have been reviewed and approved for signature.

LUCAS KNOWLES

Digitally signed by LUCAS
KNOWLES

Date: 2025.12.12 13:17:23 -07'00'

LUCAS KNOWLES
U.S. Forest Service Grants Management Specialist

Date

Paperwork Reduction Act Statement

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond, to a collection of information unless it displays a valid OMB control number. Persons are not required to respond to this collection of information unless it displays a currently valid OMB control number. The OMB control number for this information collection is 0596-0217. Response to this collection of information is mandatory. The authority to collect the information Section 7 of the Granger-Thye Act (16 U.S.C. 580d) and Title IV of the Federal Land Policy and Management Act of 1976 (43 U.S.C. 1751-1753). The time required to complete this information collection is estimated to average 4 hours per response, including the time for reviewing instructions, searching existing data sources, gathering, and maintaining the data needed and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to: U.S. Department of Agriculture, Clearance Officer, OIRM, 1400 Independence Avenue, SW, Room 404-W, Washington, D.C. 20250; and to the Office of Management and Budget, Paperwork Reduction Project (OMB# 0596-0217), 725 17th Street NW, Washington, D.C. 20503.

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the responsible agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at How to File a Program Discrimination Complaint and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: program.intake@usda.gov.

USDA is an equal opportunity provider, employer, and lender.

The Privacy Act of 1974, 5 U.S.C. 552a and the Freedom of Information Act, 5 U.S.C. 552 govern the confidentiality to be provided for information received by the Forest Service.

SCHEDULE A - ROADLIST

TO THE COOPERATIVE FOREST ROAD AGREEMENT

Revision _____ Dated _____

Caribou-Targhee National Forest Road Agreement #: 26-RO-11041500-076
 Bannock County, State of Idaho

KIM PIERSON Forest Supervisor Date

JEFF HOUGH Commissioner Date

ERNIE MOSER Commissioner Date

KEN BULLOCK Commissioner Date

ROAD NAME	ROAD NUMBER		TERMINI	LENGTH MILES	JURISDICTION	MAINTENANCE RESPONSIBILITY	STATUS	Operational Maintenance Level	Objective Maintenance Level
	FOREST	COUNTY							
1 Scout Mountain Road (East Fork Mink Creek Rd)	70001		Bannock Hwy Sec 8 T8S R35E to Bannock Hwy Sec 8 T8S R35E	1.16	County	County	County ROW		
			Bannock Hwy Sec 8 T8S R35E to Scout Min CG Sec 27 T8E R35E	4.15	Forest	County	Forest Land	5	5
2 Camp Taylor Road	70002		Scout Min Rd Sec 28 T8S R35E to Scout Min Rd Sec 27 T8S R35E	1.73	Forest	Forest	Forest Land	3	3
3 Gibson Jack Road	70008		Bannock Hwy Sec 17 T7S R34E to Forest Boundary Sec 24 T7S R34E	2.19	County	County	County ROW		
			Forest Boundary Sec 24 T7S R34E to Trailhead Sec 24 T7S R34E	0.20	Forest	County	Forest Land	5	5
4 Walker Creek Road	70015		Marsh Cr Rd Sec 15 T8S R36E to Forest Boundary Sec 18 T8S R36E	2.96	County	County	County ROW		
			Forest Boundary Sec 18 T8S R36E to End of Road (Closure) Sec 13 T8S R35E	0.84	Forest	Forest	Forest Land	3	3
5 Inman Toponce Road	70018		Rapid Cr Rd Sec 14 T7S R37E to Forest Boundary Sec 6 T7S R37E	2.58	County	County	County ROW		
			Forest Boundary Sec 6 T7S R37E to Closure Gate Sec 6 T7S R37E	5.58	Forest	Forest	Forest Land	3	3
6 Beach Hollow Road	70030		Sunnyside Rd Sec 20 T9S R38E to BLM Boundary Sec 17 T9S R38E	0.80	County	County	Easement to County		
			BLM Boundary Sec 17 T9S R38E to End of Road (Closure) Sec 7 T9S R38E	1.87	Private	Forest	Easement to BLM/FS	3	3
7 Harkness Canyon Road	70032		Old US 91 Sec 1 T9S R37E to BLM Boundary Sec 5 T9S R37E	2.43	County	County	County ROW		
			BLM Boundary Sec 5 T9S R37E to BLM Boundary Sec 4 T9S R37E	1.30	BLM	BLM	BLM Land		
			BLM Boundary Sec 4 T9S R37E to Private Sec 34 T9S R37E	0.03	Forest	Forest	Forest Land	3	3
			Private Sec 34 T9S R37E to End of Road (Closure) Sec 34 T9S R37E	0.06	Private	Private	Private		
8 South Fork Hawkins Road	70039		Virginia Rd Sec 38 T10S R35E to Forest Boundary Sec 38 T10S R35E	0.55	County	Forest	County ROW		
			Forest Boundary Sec 38 T10S R35E to Forest Boundary Sec 38 T10S R35E	0.99	County	Forest	Forest Land	3	3
			Forest Boundary Sec 38 T10S R35E to Private Sec 1 T10S R35E	1.01	Private	Private	Private		
Page 1 of 2									

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:

sign lease documents for landfill compactor, sales agreement already signed.

Date of meeting being requested:

12/18/2025

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:

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 2026 Caterpillar 816-11 Landfill Compactor	J6N00506	SEE ATTACHMENT	\$170,000.00	12/3/25

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.

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

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.

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 12/18/25



1. PARTIES

LESSOR

CATERPILLAR FINANCIAL SERVICES CORPORATION

LESSEE

BANNOCK COUNTY

2. PAYMENT SCHEDULE

<u>PAYMENT NUMBER</u>	<u>PAYMENT DATE</u>	<u>PAYMENT AMOUNT</u>
1 - 5	12/18/25	\$103,320.96
6		\$170,000.00

SIGNATURES

CATERPILLAR FINANCIAL SERVICES CORPORATION

BANNOCK COUNTY

Signature _____

Signature _____

Name (Print) _____

Name (Print) Jeff Hough

Title _____

Title Chairman

Date _____

Date 12/18/25

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: 001-70205793
 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.

Model #	Equipment Description	Serial #	VIN#	Policy Limit (Value Including Tax)
1. 816-11	2026 Caterpillar Landfill Compactor	J6N00506		\$602,639.97

Mutual Insurance Insurance Agency
 Jayson Meline Insurance Agent's Name
 1575 Baldy Ave Street Address
 Pocatello City ID 83201 State Zip
 208-237-4696 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:

- 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 12/18/25