



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.

Tuesday, May 26, 2026

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)
- Julie Hancock, Elections, regarding approval of and signature on the Canvass of Votes for the May 19th Primary Results (requested 10 minutes) (action item)
- Kiel Burmester, Public Works, providing a monthly update
- Buddy Romriell, Public Works, requesting authorization to reallocate or dispose of items, as well as signature on Consignment Agreement with Prime Time Auctions (requested 10 minutes) (action item)
- Braeden Clayson, Emergency Management Director, requesting (1) approval of and signature on Grant Recipient User Account Request Form, and (2) discussion (requested 5 minutes) (action item)
- Motion to approve the Juvenile Probation Office restructure discussed during Executive Session on May 21, 2026 (action item)

RESOLUTIONS AND ORDINANCES (action items):

LETTERS AND NOTICES (action items):

SIGNATURE ONLY (action items):

General Services Agreement – WSP USA Buildings, Inc.

CONSENT AGENDA (action items):

- Manual Checks
- Alcohol Licenses and Catering Permits
- Certificate of Residency Approval
- Personnel Actions with potential Executive Session under Idaho Code §§ 74-206(1)(a),(b)&(d) for personnel actions or personnel records exempt from disclosure with potential action following adjournment of Executive Session
- Mileage and Travel Approvals
- Minutes: Approval of and signature on certification for meeting minutes for May 19, 2026



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: Julie Hancock
 Department: Elections
 Requestor Email: julieh@bannockcounty.gov

Item(s) to be considered:
 Canvass the May 19th Primary Results

Date of meeting being requested: 05/26/2026
 Time requested: 10 Minutes

Does the request involve a contract, agreement, external funding, or award acceptance?
 No

Action Required: Decision
 Legal/Policy Compliance Reviewed: No

Financial Impact:
 No budget impact

Contract/Agreement Begin Date: _____ Contract/Agreement End Date: _____

List of additional attendees:

Bannock County May 19th, 2026 Federal, State and Local Election

Precinct	Total Number of Registered Voters at the cutoff	Total Number of Election Day Registrants	Total Number of Registered Voters	Total Number of Ballots Cast	% of Registered Voters who Voted
POCATELLO 001	800	7	807	254	31%
POCATELLO 002	849	8	857	259	30%
POCATELLO 003	826	4	830	251	30%
POCATELLO 004	1199	11	1210	291	24%
POCATELLO 005	1170	9	1179	312	26%
POCATELLO 006	1069	3	1072	241	22%
POCATELLO 009	939	8	946	221	23%
POCATELLO 010	1102	4	1106	235	21%
POCATELLO 011	980	7	987	190	19%
POCATELLO 012	772	4	776	198	26%
POCATELLO 013	628	6	634	129	20%
POCATELLO 014	598	2	600	162	27%
POCATELLO 015	781	5	786	195	25%
CHUBBUCK 016	268	2	270	30	11%
POCATELLO 017	695	1	696	143	21%
POCATELLO 018	985	1	986	236	24%
POCATELLO 019	669	2	671	131	20%
POCATELLO 021	799	6	805	182	23%
POCATELLO 022	1024	3	1027	217	21%
POCATELLO 023	680	8	688	158	23%
POCATELLO 025	1020	8	1028	201	20%
POCATELLO 026	861	5	866	196	23%
POCATELLO 027	730	4	734	98	13%
POCATELLO 030	738	5	743	69	9%
POCATELLO 032	778	4	782	221	28%
POCATELLO 034	670	6	676	146	22%
POCATELLO 035	759	13	772	225	29%
POCATELLO 036	1314	9	1323	365	28%
POCATELLO 037	1551	9	1560	425	27%
POCATELLO 038	597	6	603	163	27%
POCATELLO 039	887	5	892	261	29%
POCATELLO 040	962	5	967	215	22%
POCATELLO 041	219	1	220	54	25%
POCATELLO 042	1057	4	1061	252	24%
POCATELLO 043	982	8	990	209	21%
CHUBBUCK 050	525	4	529	123	23%
CHUBBUCK 051	1306	6	1312	361	28%
CHUBBUCK 052	1267	6	1273	298	23%
CHUBBUCK 053	1146	5	1151	237	21%

Bannock County May 19th, 2026 Federal, State and Local Election

Precinct	Total Number of Registered Voters at the cutoff	Total Number of Election Day Registrants	Total Number of Registered Voters	Total Number of Ballots Cast	% of Registered Voters who Voted
CHUBBUCK 054	964	9	973	241	25%
CHUBBUCK 055	500	1	501	66	13%
CHUBBUCK 056	728	7	735	212	29%
CHUBBUCK 057	658	3	661	205	31%
CHUBBUCK 058	560	3	563	146	26%
CHUBBUCK 059	758	5	758	229	30%
ARIMO 061	321	9	330	156	47%
DOWNEY 062	686	5	691	295	43%
INKOM 063	405	9	414	171	41%
MINK CREEK 066	1067	14	1081	337	31%
SWAN LAKE 068	58	0	58	31	53%
FORT HALL 070	624	4	628	148	24%
CHUBBUCK 071	1118	15	1133	314	28%
INKOM 080	472	8	480	188	39%
PEBBLE CREEK 081	668	5	673	294	44%
MCCAMMON 082	616	8	624	235	38%
ARIMO 083	286	6	292	137	47%
LAVA 084	673	0	673	272	40%
County Total	45364	325	45683	11831	25.90%

Precinct	VOTING STATISTICS				
	Total Number of Registered Voters at Cutoff	Number Election Day Registrants	Total Number of Registered Voters	Number of Ballots Cast	% of Registered Voters That Voted
ARIMO 061	321	9	330	156	47.3%
DOWNEY 062	686	5	691	295	42.7%
INKOM 063	405	9	414	171	41.3%
SWAN LAKE 068	58	0	58	31	53.4%
INKOM 080	472	8	480	188	39.2%
PEBBLE CREEK 081	668	5	673	294	43.7%
MCCAMMON 082	616	8	624	235	37.7%
ARIMO 083	286	6	292	137	46.9%
LAVA 084	673	0	673	272	40.4%
CO. TOTAL	4,185	50	4,235	1,779	42.0%

Total # absentee ballots cast
Total # early voting ballots cast

57
142



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 2nd District

KEN BULLOCK
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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.gov

Item(s) to be considered:
 Providing a monthly Public Works update

Date of meeting being requested: 05/26/2026
 Time requested: 10 Minutes

Does the request involve a contract, agreement, external funding, or award acceptance?
 No

Action Required: Discussion
 Legal/Policy Compliance Reviewed: No

Financial Impact:
 N/A

Contract/Agreement Begin Date: _____ Contract/Agreement End Date: _____

List of additional attendees:
 Buddy Romriell



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Requestor Name: Buddy Romriell
 Department: Public Works Fleet
 Requestor Email: Bromriell@bannockcounty.gov
 Item(s) to be considered:
 FY26 Auction, reallocation, and disposal items.

Date of meeting being requested: 05/26/2026
 Time requested: 10 Minutes

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

Action Required: Decision
 Legal/Policy Compliance Reviewed: Yes

Financial Impact:
 We will be selling surplus fleet and unused items, so the total cost will depend on the final sale price of each item. For vehicles, fees will range from 7% to 20% of the sale price, with a maximum fee of \$295.00 per vehicle. All other items will incur fees ranging from 6% to 22% of the sale price.

Contract/Agreement Begin Date: 06/13/2026
 Contract/Agreement End Date: 06/13/2026

List of additional attendees:
 Buddy Romriell, Kiel Burmester

Consignment Agreement

PRIME TIME AUCTIONS

• BID ANYTIME - ANYWHERE •

2221 S 5th Ave, Pocatello, ID
83201 (208) 232-4912
info@primetimeauctions.com

Auction Date: _____ Consignor # _____
Name: Bannock County Auditor
Mailing Address: 624 East Center street
City: Pocatello State: ID ZIP: 83201
Phone: 208-236-7335 Email: brannon@bannockcounty.gov
Received By: _____
Coordinator: Buddy Roncill

Location of Items:

# 0 - # 501	20%	See attached
# 501 - # 901	15%	
# 901 - # 1501	10%	
# 1501 - # 3001	8%	
# 3001 - # 3501	7%	
# 3501 +	# 395	

Pickup, Preview Details:	ACH Details, Bank / Institution:
Cataloging Details:	Account Number:
Off-site Address:	Routing Number:

Commission: 22 % on items \$ 1,000 and under, 12% on items \$1,001 - \$10,000 and 6% on items above \$10,000. \$1.00 Per Lot

Investment: \$ _____ Advertising, Marketing and Featured Items
\$ _____ Setup, Travel, Moving - Percent, Flat Rate, or Hourly
Other possible service: Cleaning, Repair, Disposal

No up front investments made. We are happy to account for them with the final payment.

Title Received: Yes No. Title Details: Is it Branded, Salvage. Is Vehicle Clean, Has Gas, Good Battery

Damage Disclosure - List damages or needed repairs that cannot be seen.

I have read, understand, and agree to the **front and back** of this consignment agreement.

Signature: Jeff Hough Date: 5/26/26

FY26 Auction/Reallocation and Disposal List**Auction**

2010 Polaris Sportsman 4xaz55a2ba017825

3-66 1999 Peterbilt 357 [REDACTED]

2-41 2010 Ram 1500 [REDACTED]

C127 2007 Pontiac G6 [REDACTED]

1-6 2009 Subaru Forester [REDACTED]

DC43 2010 Ford Expedition [REDACTED]

JP03 2011 Nissan Rogue [REDACTED]

18-8 1998 Walk and Roll

Onan Generator

SH73 2015 Tahoe [REDACTED]

3-42 1984 GMC C7H042 [REDACTED]

Kohler Generator (From Sheriff's Office)

13-16 1980 Ford 6610 Mower T2499

3-79 2007 GMC C5C042 [REDACTED]

2-30 2006 k25743 [REDACTED]

2-45 2012 Dodge Ram 2500 [REDACTED]

JD06 2013 Ford Focus [REDACTED]

1996 Polaris Trail TRG Vin#2684435

SH168 2019 Tahoe 151k miles [REDACTED]

Event Center Portable pressure washer

Excess building material. Sheeting, floor joist, misc. 2x4, 2x6, and miscellaneous electrical supplies from previous projects that were left in the mosquito and week shop. 10 Fluorescent lights, boxed ½ inch pipe, ¾ inch pipe, 1 inch pipe, conduit fittings, several spools of wire, and breakers.

Reallocation

C129 2012 Dodge Caravan 78k miles [REDACTED] Ag EXT to Juvenile Probation

2-45 2012 Dodge Ram 2500 [REDACTED] 14 Road and Bridge to Landfill (\$6K in repairs)

3-69 1999 Kenworth T800 [REDACTED] Road and Bridge to Event Center

2-64 2025 Chevy Silverado 1500 [REDACTED] Commissions Pool to Road and Bridge

2-40 2007 GMC K20903 [REDACTED] Road and Bridge to Landfill

Disposal

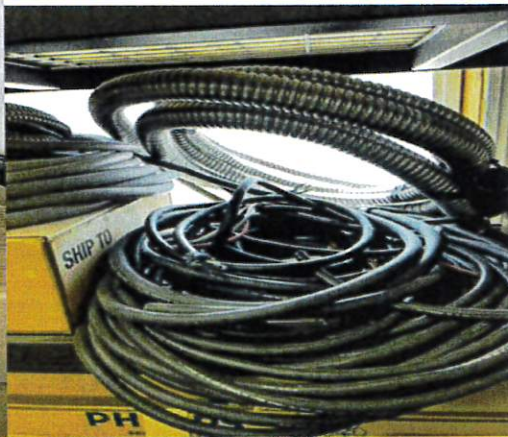
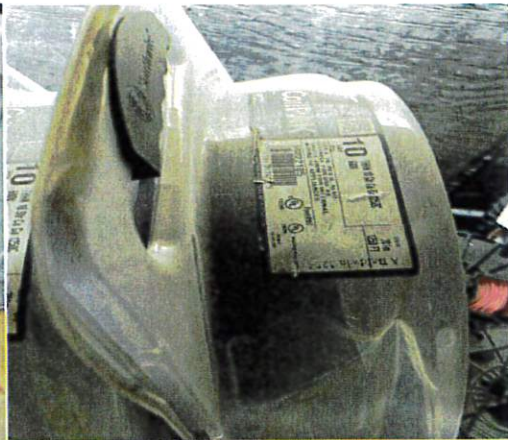
Dump Bed Serial Number [REDACTED]

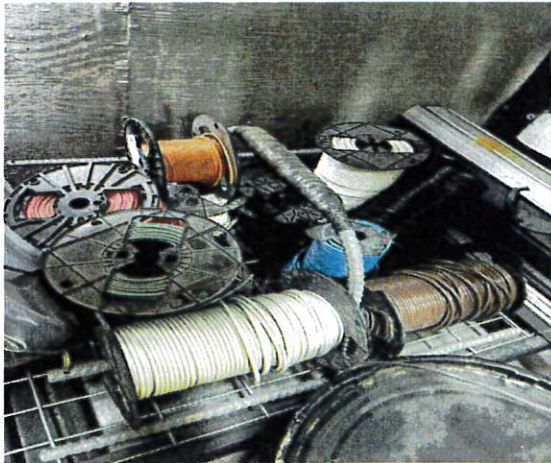
11-17 1983 V Flow

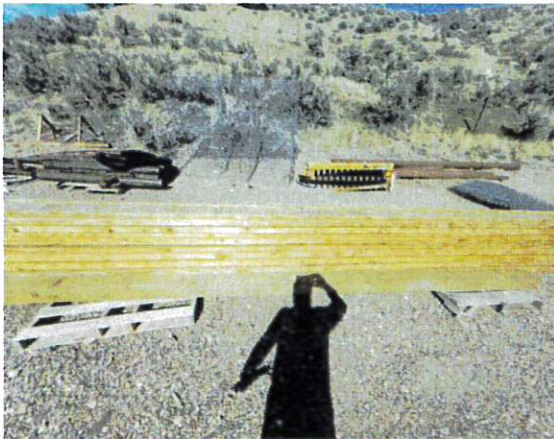
Auction











Reallocation



Dispose



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AGENDA REQUEST FORM

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E-mail this completed form and any supporting documents to agendarequest@bannockcounty.gov 48 HOURS PRIOR TO THE MEETING DATE REQUESTED

Meeting Date Requested: 05/26/2026

Requestor Name: Braeden Clayson

Department: Emergency Management

Item to be considered/background:

- 1. Requesting approval of and signature on Grant Recipient User Account Request Form

Action Requested: Discussion

Amount of Time Requested: 5 Minutes

Financial Impact (Total Cost/Funding Source):

N/A

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

Has the item been submitted to/reviewed by Legal?

Has the item been reviewed by Risk Management?

Are all supporting documents included?

List of additional attendees:

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

Commissioner Office Only:
Date: _____ Time: _____



Grant Recipient User Account Request Form

Please use this form to request the following GrantSolutions Grant Recipient user account actions:

- Create a new account at an existing Grant Recipient organization
- Update information pertaining to an existing Grant Recipient account
- Close an existing Grant Recipient account

Create New User Account

The new user's Supervisor or Authorized Official must approve all account requests.

1. The user must complete the form
2. The user who is receiving access must:
 - a. Sign and date Part 1 of the form (Rules of Behavior)
3. The Supervisor or Authorized Official must verify and sign Part 2 of the User Account Request Form

Update Existing User Account

Should any information regarding an existing Grant Recipient user account change, please select "Request Type: Account Change" and complete the form in its entirety. Changes to existing accounts may include:

- Change of user's role
- Update of user's contact information

Close Existing User Account

Should a user's account need to be closed, the user's Supervisor or Authorized Official must select "Request Type: Account Closure," sign the bottom of the Grant Recipient User Account Request Form, and email it to help@grantsolutions.gov.

Submission of the User Account Request Form

The Supervisor or Authorized Official must submit all forms to the GrantSolutions Support Center. Completed forms should be submitted to the **GrantSolutions Support Center** by email or fax:

- Email: help@grantsolutions.gov
- Fax: (301) 998-7272

The Support Center will verify all account requests. Request forms sent via email must be scanned to include original signatures.

Account information will be sent to the new (or changed) user's email address. Upon initial login, the user will be required to change the temporary password assigned by the Support Center.

If you have any questions, please contact the GrantSolutions Support Center at help@grantsolutions.gov or toll-free at (866) 577-0771.

Role Authority Definitions

Please note the following definitions of each Role Authority listed in Part 2 of the Grant Recipient User Account Request Form:



Authorizing Official/Authorizing Representative: The Grantee Authorizing Official (ADO) is responsible for the oversight of activities performed by the Grantee Security Monitor. Listed as the Authorizing Official on the Notice of Award.

Financial Officer: The Grantee Financial Official (FO) is responsible for the oversight of activities performed by the Grantee Financial Support Staff.

Financial Officer Support: The Grantee Financial Support Staff (FSS) role is to assist the Grantee Financial Official in the grantee organization.

Program Director/Principal Investigator: The Principal Investigator/Program Director (PI/PD) is responsible for the oversight of activities performed by Support Staff.

Support Staff: The Grantee Support Staff's role is to assist the Principal Investigator or Program Director in the grantee organization.



Grant Recipient User Account Request Form: Part 1

Rules of Behavior

As a User granted Grant Recipient access in GrantSolutions, I agree to abide by the following:

- I will not disclose data from the GrantSolutions system to any unauthorized users.
- I will not make any unencrypted electronic copies of data from the GrantSolutions system.
- I will take all reasonable steps to ensure I do not violate the privacy and confidentiality of all data from the GrantSolutions systems as per the Privacy Act of 1974.
- I will ensure the proper disposal of data (in any format) and printed reports.
- I will access the GrantSolutions system only to the extent that my duties require such access.
- I will report inappropriate or malicious use of the GrantSolutions system to the GrantSolutions Help Desk at help@grantsolutions.gov.
- I will immediately notify the GrantSolutions Help Desk of any account changes, including the need to close my account.

User Name (Printed) Braeden Clayson

User Signature _____ Date 5/26/26



Grant Recipient User Account Request Form: Part 2

Request Type: New Account Account Change Account Closure

Funding Entity:

Department of Health & Human Services

- Administration for Children and Families
- Administration for Community Living
- Administration for Strategic Preparedness & Response
- Centers for Disease Control and Prevention
- Centers for Medicare & Medicaid Services
- Health Resources & Services Administration
- Indian Health Service
- Office of Head Start
- Office of the Assistant Secretary for Health
- Office of the National Coordinator for Health Information Technology

Department of Homeland Security

Department of Transportation

- Federal Motor Carrier Safety Administration Federal
- Railroad Administration
- Office of the Secretary (AMJP)
- Pipeline and Hazardous Materials Safety Administration
- Federal Highway Administration (FHWA)
- Federal Aviation Administration (FAA)

Department of the Treasury

- Internal Revenue Service
- Office of Grant Community Relations
- Bureau of the Fiscal Service
- Consumer Product Safety Commission
- Department of Agriculture
- Department of Housing and Urban Development
- Department of the Interior
- Department of Labor
- Electoral Assistance Commission
- Environmental Protection Agency
- Gulf Coast Ecosystem Restoration Council
- Office of National Drug Control Policy (ONDCP)
- Public Health Service
- Small Business Administration
- Social Security Administration
- Treasury – RESTORE Act
- Veterans Affairs
- Other:

Grant Recipient (Organization):	Bannock County			
Address 1 (Organization):	624 E. Center St.			
Address 2 (Organization):	Room 104			
City:	Pocatello	State:	ID	ZIP: 83201
Grant Number(s):	L24AC00423			
UEI:	JCN5K8AWYGB1			
User First Name:	Braeden	User Last Name:	Clayton	
Title:	Emergency Management Director			
Phone:				
Email:	braedenc@bannockcounty.gov			

Assistive Technology – Assistive Technology, such as JAWS, is used for visual impairment.

I use a Visual Impairment (screen reader/JAWS) Assistive Technology.



Role Authority:

- Authorizing Official/Authorizing Representative
- Financial Officer
- Financial Officer Support
- Program Director/Principal Investigator
- Support Staff

Supervisor or Authorized Official Name:

Title:

Signature:

Note: The Supervisor or Authorized Official should sign requests.



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48 HOURS PRIOR TO THE MEETING DATE REQUESTED

Meeting Date Requested: 05/26/2026

Requestor Name: Kristi Davenport

Department: Commission

Item to be considered/background:

Motion to approve the Juvenile Probation Office restructure discussed during Execut

Action Requested:

Amount of Time Requested: N/A

Financial Impact (Total Cost/Funding Source):

N/A

Does this item involve a contract, agreement, external funding application, or award acceptance?
No

Has the item been submitted to/reviewed by Legal?

Has the item been reviewed by Risk Management?

Are all supporting documents included?

List of additional attendees:

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

Commissioner Office Only:
Date: 5/26/26 Time: _____



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AGENDA REQUEST FORM

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E-mail this completed form and any supporting documents to agendarequest@bannockcounty.gov
48 HOURS PRIOR TO THE MEETING DATE REQUESTED

Meeting Date Requested: 05/26/2026

Requestor Name: Dillon Evans

Department: Solid Waste

Item to be considered/background:

WSP contract

Action Requested: Signature Only

Amount of Time Requested: N/A

Financial Impact (Total Cost/Funding Source):

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

Has the item been submitted to/reviewed by Legal?

Has the item been reviewed by Risk Management?

Are all supporting documents included?

List of additional attendees:

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

Commissioner Office Only:
Date: 5/26/26 Time: _____



GENERAL SERVICES AGREEMENT

**WSP USA Buildings, Inc.
One Penn Plaza
250 West 34th Street
New York, New York 10119
(212) 465-5000
(212) 689-7489 (fax)**

and

**Bannock County
624 East Center
Pocatello, Idaho
(208) 236-7000**



GENERAL SERVICES AGREEMENT

This General Services Agreement ("Agreement"), is entered into by and between WSP USA Buildings, Inc. (hereinafter "WSP") with its principal place of business at One Penn Plaza, 250 W 34th Street, New York, New York 10119 and Bannock County (hereinafter "Client") with its principal place of business located at 624 East Center Pocatello, Idaho 83201. Client and WSP may also be referred to collectively as "the Parties" or separately as a "Party".

SECTION 1: PERFORMANCE OF SERVICES

1.1 Effective Date

The effective date of this Agreement shall be the date of execution by the Parties below ("Effective Date"). This Agreement shall terminate three (3) years from the Effective Date, unless mutually agreed in writing.

1.2 Services to be Performed by Engineer

WSP will perform the services ("Services") described and incorporated into a mutually executed task order ("Task Order") to support the Client project designated therein (each, a "Project"). At Client's request, WSP shall prepare a description of Services ("Proposal") for each Task Order requested by Client. All Task Orders shall be subject to the terms and conditions of this Agreement, and incorporated herein by this reference. In the event of any ambiguity or inconsistency between the terms of this Agreement and any Task Order, it is agreed that the provisions contained in the Task Order shall control. Written approval of the Proposal by Client shall constitute agreed upon Services. This Agreement will remain in full force and effect until the completion of any work under a given Task Order issued prior to the expiration of this Agreement.

1.3 Standard Of Care

WSP represents that it will perform its Services in accordance with generally accepted professional practices existing at the time of performance for the locality where the Services are performed. NO OTHER REPRESENTATION, EXPRESS OR IMPLIED, IS MADE OR INTENDED BY THE PERFORMANCE OF THE SERVICES PROVIDED.

1.4 Authorization To Perform

WSP represents it is appropriately licensed and registered to perform its Services in the location(s) contemplated by this Agreement.

1.5 Site Observation

If required within the scope of WSP's Services, WSP shall make visits to the site at intervals appropriate to the various stages of construction as WSP deems necessary in order to observe the progress of the person(s) or entities(s) contracting with the Client under a construction contract to perform all or part of the Work ("Contractor(s)"). "Work" shall be defined as "the total construction and related services required by a construction contract, but does not include the Services". WSP shall not, during such visits or as a result of such observations of Contractor(s)' Work in progress, supervise, direct or have control over Contractor(s)' Work. WSP shall not have any authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected by Contractor(s), for safety precautions and programs incident to the Work of Contractor(s) or for any failure of Contractor(s) to comply with laws, rules, regulations, ordinances, codes or orders applicable to Contractor(s) furnishing and performing their Work. Accordingly, WSP can neither guarantee the performance of the construction contracts by Contractor(s) nor assume responsibility for Contractor(s)' failure to furnish and perform their Work in accordance with their contract documents.



It is understood and agreed that WSP shall have no constructive use or control of the Project owner's site, and therefore shall have no responsibility whatsoever for construction site safety. Client has retained such responsibility or vested it in the general contractor.

1.6 Estimates

Client acknowledges that WSP has no control over the cost or availability of labor, equipment or materials, or over market conditions or the general contractor's method of pricing, or efficiency and diligence of execution. Any quantity estimates or estimates of construction cost and schedule are made on the basis of WSP's judgment and experience. WSP makes no warranty, express or implied, that the bids or negotiated or actual cost or schedule of construction-related tasks, or quantities will not vary from estimates. Accordingly, Client releases WSP from any and all liability arising from inaccurate estimates, whether such liability or claims are based upon breach of contract, negligence, breach of warranty or any other legal theory.

SECTION 2: CLIENT RESPONSIBILITIES

Client shall timely provide all criteria and information as may be identified by WSP. WSP may use such information, requirements, reports, data, surveys and instructions in performing its Services and is entitled to rely upon the accuracy and completeness thereof. Client shall designate a person to act with authority on Client's behalf with respect to all aspects of Client's Project. Client shall examine and respond promptly to WSP's submittals and requests. Client shall give prompt written notice to WSP whenever Client observes or otherwise becomes aware of any defect in the Services.

SECTION 3: COMPENSATION

In consideration for the Services performed by WSP, Client shall pay WSP the compensation as set forth in the Task Order ("Contract Price"). Invoices will be submitted by WSP periodically, approximately once a month and are due within thirty (30) calendar days of invoice date. If Client objects to all or any portion of an invoice, Client shall notify WSP within seven (7) calendar days of invoice date, identify the cause of disagreement, and pay when due that portion of the invoice not in dispute. All outstanding balances will accrue a finance charge of 1.0% per month for each month the invoice is outstanding.

The agreed upon Contract Price does not include an amount to pay for any taxes, fees, or assessments applicable to the Services, with the exception of applicable employment taxes. Any taxes, fees, or assessments enacted by local, state, or federal government required to be paid, will be added to amounts due to WSP under this Agreement.

SECTION 4: DELAYS

WSP shall perform its Services in accordance with the time schedule set forth in each particular Task Order ("Schedule"). WSP shall not be responsible for delays caused by factors beyond WSP's reasonable control, including but not limited to delays because of strikes, lockouts, pandemics, epidemics, quarantine, civil unrest, acts of violence, work slowdowns or stoppages, accidents, severe weather-related disturbances, acts of God, failure of any governmental or other regulatory authority to act in a timely manner, orders by any governmental or other regulatory authority that impact WSP's services, failure of the Client to furnish timely information or approve or disapprove of WSP's Services or work product promptly, faulty or untimely performance by the Client, Project owner, or by contractors of any tier, or third parties beyond WSP's control. Client agrees that WSP shall not be responsible for any damages, nor shall WSP be deemed to be in default of this Agreement when attributable to such delays beyond WSP's reasonable control. In the event of such delay, the Schedule applicable to WSP's performance of the Services shall be extended for a period of time equal to such delay and



WSP shall be compensated for any costs, expenses or damages incurred as a result of such delay.

SECTION 5: CHANGES IN THE SCOPE OF SERVICES

5.1 Change Orders

- (a) Client, without invalidating this Agreement, may order changes in the scope of Services consisting of additions, deletions, or other revisions, WSP's Contract Price and the design completion date being adjusted accordingly. All such changes in the Project shall be authorized by Change Order, signed by Client and WSP. WSP shall not be required to perform out-of-scope or extra work without its written approval.
- (b) A Change Order is a written order to WSP, signed by the Client (or its authorized agent) and WSP, issued after the execution of the applicable Task Order entered into pursuant to this Agreement, authorizing an addition, deletion, or revision to or from the Services or an adjustment in the Contract Price or the Schedule thereunder.
- (c) The increase or decrease in the Contract Price and change in Schedule resulting from a change in the Project shall be determined by mutual agreement.
- (d) If the Parties are unable to come to agreement on the terms of a Change Order within thirty (30) days, they shall submit the dispute to resolution pursuant to Section 14 of this Agreement.

5.2 Changed Conditions

- (a) WSP's performance of the Services, and the Contract Price and Schedule with respect thereto, are based on certain conditions as set forth in the Task Order. WSP shall promptly notify Client after identifying any of the following unforeseen conditions, hereinafter called "Changed Conditions."
 - i. Subsurface or latent physical conditions at the Project site differing materially from those indicated, described, or delineated in the Task Order; and
 - ii. Physical conditions at the Project site of an unusual nature differing materially from those ordinarily encountered and generally expected;
 - iii. Hazardous or toxic materials at a Project site; and
 - iv. Any other Project condition that triggers a request for a Change Order
- (b) Client shall promptly review the Changed Conditions to determine the necessity of obtaining additional explorations, tests, or engineering services with respect thereto, and shall advise WSP, in writing, of how the Client wishes to proceed. Such determination by Client shall be made within five (5) business days of notice from WSP of the Changed Condition(s). If the Client determines that because of the Changed Condition(s) a change in the scope of Services is required, WSP shall be entitled to a Change Order memorializing equitable adjustments to the scope of Services, Contract Price and Schedule.
- (c) In each such case, an adjustment in the Contract Price or an extension of the Schedule, or any combination thereof, shall be granted to WSP to the extent any adjustment or extension is attributable to any such Changed Condition(s).

SECTION 6: SUSPENSION AND TERMINATION

6.1 Suspension

In the event the Project is suspended for longer than thirty (30) days, WSP shall have the right



to terminate this Agreement.

6.2 Termination For Cause

Either Party shall have the right to terminate this Agreement or any Task Order should the other fail to cure any material breach of the foregoing within seven (7) days' notice from the non-breaching Party.

6.3 Termination For Convenience

Client shall have the right to terminate this Agreement or any Task Order for convenience after providing WSP seven (7) days' written notice.

6.4 Termination Compensation

In case of such termination, WSP shall be paid:

- (a) For completed and acceptable Services executed in accordance with the Task Order prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Services;
- (b) For expenses sustained prior to the effective date of termination in performing Services and furnishing labor, materials or equipment as required by the Task Order in connection with uncompleted Services, plus fair and reasonable sums for overhead and profit on such expenses;
- (c) For all claims, costs, losses and damages incurred in settlement of terminated contracts with subcontractors, suppliers and others; and
- (d) For reasonable expenses directly attributable to termination.

SECTION 7: SECTION INTENTIONALLY LEFT BLANK

This section is intentionally left blank.

SECTION 8: INSURANCE

8.1 Limits

During the performance of the Services under this Agreement, WSP shall maintain the following insurance:

- (a) General Liability insurance with bodily injury and property damage limits of \$1,000,000 for each occurrence and \$2,000,000 in the general aggregate.
- (b) Automobile Liability insurance with bodily injury and property damage limits of \$1,000,000 combined single limit for each accident.
- (c) Workers' Compensation insurance in accordance with statutory requirements and Employer's Liability Insurance with limits of \$500,000 bodily injury by disease per accident, bodily injury by disease per employee and policy limits.
- (d) Professional Liability insurance with limits of \$1,000,000 per claim and annual aggregate.

8.2 Endorsements

Client shall be named as an additional insured on policies (a) and (b) listed above to the extent claims arise from the Services which are performed pursuant to this Agreement.

8.3 Proof Of Insurance

WSP shall, upon request, furnish to Client a certificate of insurance evidencing the above and including a provision that such insurance shall not be canceled without at least thirty (30) days



written notice to Client.

SECTION 9: LIMITATION OF LIABILITY

Notwithstanding any other provision of this agreement to the contrary, Client agrees to limit WSP's liability to Client and to all persons having contractual relationships with Client to the total compensation received by WSP for the Services under which the liability arises.

Neither WSP nor Client nor either Party's suppliers, agents, officers, and directors shall have any liability regardless of the theory of recovery, including breach of contract or negligence, to the other Party or any other person or entity for any indirect, incidental, special, or consequential damages, cost or expense whatsoever, including but not limited to loss of revenue or profit, whether actual or anticipated, loss of use, failure to realize anticipated savings, loss of or damage to data or other commercial or economic loss. This waiver of consequential damages is made regardless of whether (i) either Party has been advised of the possibility of such damages and (ii) such damages may be foreseeable.

SECTION 10: INDEPENDENT CONTRACTOR

WSP agrees that it is an independent contractor and not an agent, joint venturer, partner or employee of the Client, nor is it entitled to any employee benefits provided by the Client. WSP shall be responsible for payment of any and all unemployment, social security, withholding, and other payroll taxes for its employees as applicable.

SECTION 11: DOCUMENTS

11.1 Ownership and Reuse of Documents

Any reports, studies, audits, models, tools, code, materials or other work product prepared under any Task Order by WSP or WSP's personnel (collectively, "Work Product") shall remain the property of WSP. Upon receipt of payment by WSP, Client shall gain ownership of all tangible or electronic versions of any Work Product prepared under this Agreement with the intent of being furnished to, and ultimately delivered to, Client ("Deliverables"). Client shall not gain ownership of any intellectual property of WSP that was used to create or is otherwise embodied in the Work Product. WSP shall grant to Client a nonexclusive, perpetual, royalty free, worldwide, limited license under copyright to reproduce and publish solely for its own benefit, for internal purposes only, and only with its own personnel and without rights to sublicense, such WSP intellectual property as is necessary for Client to make the agreed use of the Deliverables as contemplated by this Agreement.

The Client agrees, to the fullest extent permitted by law, to indemnify and hold WSP harmless from any claim, liability or cost (including reasonable attorneys' fees and defense costs) arising or allegedly arising out of any reuse or modification of the Deliverables by the Client or any person or entity that acquires or obtains the Deliverables from or through the Client.

11.2 Documents Supplied by Others

The Parties agree that from time to time WSP may need information from Client, Project owner, or the contractors at any tier of either of them, in order to render the Services hereunder and Client agrees to provide WSP such information as is then available. Client recognizes that it is impossible for WSP to assure the sufficiency and accuracy of such information. Accordingly, Client waives any claim against WSP for liability or injury or loss allegedly arising from errors, omissions, or inaccuracies in documents, drawings, plans or data provided to WSP by Client, Project owner, their contractors at any tier, or by other third parties. If any of the work or Services must be redone because of errors in drawings, plans, or data supplied to WSP, then



WSP shall be compensated for such extra Services and the Schedule shall be adjusted accordingly.

SECTION 12: CONFIDENTIALITY

It is understood that the Parties may supply to each other confidential or proprietary data during the performance of this Agreement. The Parties agree to protect such data from disclosure to outside parties, except where access to such data is necessary for the purpose of performing the services hereunder. Such data shall be marked "Confidential" or "Proprietary" or defined as confidential or proprietary in a separate writing. This confidentiality requirement shall not apply to data that is known to the Parties prior to the execution of this Agreement or is in the public domain. In the event such data is subpoenaed by court order, or other legal process, the receiving Party shall notify the other Party within five (5) business days of receipt of such court order or legal process.

SECTION 13: CYBERSECURITY

Client acknowledges that equipment, software and systems procured for a Project, if any, whether by Client, WSP or other parties may be vulnerable to hacking, "bugs," viruses, spyware or other malware and similar intrusions. WSP's scope of Services specifically excludes responsibility for vulnerability scans, testing and diagnosing, installing protective software and patches, providing notice to Client of published vulnerabilities, and any other protective or mitigation measures with respect to such equipment, software and systems (together, the "Protective Measures"), unless specifically set out in the scope of Services included in the applicable Task Order. Responsibility for performing or arranging for Protective Measures is Client's alone. Under no circumstance will WSP have any responsibility for identification or performance of Protective Measures following completion of the Services performed under a Task Order, and Client hereby releases, holds harmless, and indemnifies WSP from any claims with respect to the performance or failure to perform such Protective Measures. Additionally, WSP shall not be liable for any third-party theft or destruction of Client's information or documents in regard to i) WSP access to Client's equipment, software, or systems as part of the scope of Services, or ii) third-party theft or destruction of Client's information or documents caused by a hacking, "bugs," viruses, spyware or other malware and similar intrusions to WSP's equipment, software, or systems.

SECTION 14: DISPUTE RESOLUTION

14.1 Exclusive Manner of Dispute Resolution

Unless otherwise agreed to by the Parties, the sole means and method of resolving disputes shall be as set forth in this Agreement. In the event of an undisputed payment obligation of Client, WSP will be unrestricted by this Section.

14.2 Negotiation Between Executives

The Parties shall attempt in good faith to resolve any dispute arising out of or relating to this Agreement, or any breach hereof or any Services performed hereunder, promptly by negotiation between executives who have authority to settle the controversy. Any Party may give the other Party written notice of any dispute not resolved during the normal course of business. Such notice shall include a statement of that Party's position and documentation supporting that Party's claim and the name and title of the executive who will be representing that Party and any other person who will accompany the executive. The receiving Party shall respond in kind within fifteen (15) days of the date of notice. Within thirty (30) days after delivery of the initial notice, the executives of both Parties shall meet at a mutually acceptable time and place and use good faith efforts to resolve the dispute. If dispute is not then resolved,



either Party may give the other written notice that these executive negotiations are concluded. Negotiations pursuant to this Section shall be confidential and shall be treated as compromise and settlement negotiations under applicable federal, state and local law including rules of evidence.

14.3 Mediation

In the event that the Parties are unable to settle a dispute through direct negotiations as set forth above, all remaining controversies or claims shall then be submitted to mediation within ten (10) days from written notice of concluded negotiations pursuant to Section 14.2 above following the Commercial Mediation Rules published by the American Arbitration Association. Unless the Parties agree otherwise, mediation shall be held in New York, New York. This Agreement to mediate and any other agreement or consent to mediate entered into in accordance with this Agreement shall be specifically enforceable under the prevailing law of any court having jurisdiction.

14.4 Notice

Notice of the demand for mediation shall be filed in writing with the other Party to this Agreement. The demand for mediation shall in no event shall it be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations or repose.

14.5 Costs and Fees

The Parties shall share equally the costs and fees of the mediator. Each Party shall pay its own costs and attorneys' fees incurred in mediation or any subsequent litigation and if mediation proceedings fail to resolve the dispute, then either Party shall have the right to commence litigation proceedings.

SECTION 15: MISCELLANEOUS

15.1 Notices

Any notice hereunder shall be deemed served as follows (i) by hand delivery in writing (ii) by overnight carrier, or (iii) by certified mail service, return receipt requested with copy by e-mail. Notices shall also be served to the business address identified below, or to the address specified in the Task Order for a particular Project:

For WSP:

Greg Burk
1032 S. Silverstone Way Suite 200
Meridian, ID 83642
Gregory.burk@wsp.com

For Client:

Chris Taylor
624 East Center
Pocatello, ID 83201
ctaylor@bannockcounty.gov

15.2 Applicable Law and Venue

This Agreement and all rights, obligations, liabilities, and responsibilities of the Parties hereto shall be governed by, construed, and enforced in accordance with the laws of the State of New York. Any lawsuit that may arise with respect to this Agreement shall be brought only in a court of competent jurisdiction located within the State of New York.

15.3 Subcontractors

At its request, Client shall have the right to pre-approve the subcontracting of any Services to



be performed under this Agreement, which approval shall not be unreasonably withheld.

15.4 Successors and Assigns

Client and WSP each bind itself and its partners, successors, executors, administrators, assigns and legal representatives to the other Party to this Agreement and to the partners, successors, executors, administrators, assigns, and legal representatives of such other Party, in respect to all covenants, agreements, and obligations of this Agreement. This Agreement shall not be assigned by either Party without the other Party's express written consent. Provided, however, that WSP shall be entitled to subcontract portions of its Services to other companies in which WSP has an ownership or management interest without first obtaining the written consent provided for under this Section.

15.5 Equal Opportunity Employment

WSP and Client expressly agree not to discriminate against any employee or applicant for employment because of race, color, religion, gender, national origin, or disability and shall during the performance of this Agreement comply with all applicable Executive Orders and federal regulations.

15.6 Entire Agreement

The terms and conditions herein represent the entire agreement between the Parties, and shall not be modified except by written instrument duly executed by both Parties. This Agreement constitutes the entire agreement among the Parties with respect to the matters covered herein and supersedes all prior agreements, memoranda, correspondence, conversations and negotiations, whether written or oral.

15.7 Severability

If any provision of this Agreement is held to be in violation of any applicable law rendering such provision void and unenforceable, such provision shall be deemed severed from the Agreement and the remainder of the Agreement shall remain in full force and effect.

15.8 Survival

All representations, indemnifications, warranties and guarantees made in, required by or given in accordance with this Agreement and the applicable Task Order, as well as all continuing obligations indicated in same, will survive final payment, completion and acceptance of the Services and termination or completion of the Agreement.

15.9 Counterparts

This Agreement may be executed simultaneously, by a duly authorized representative in counterparts and by facsimile or e-mailed signature, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.

15.10 No Waiver

The failure of either Party to insist upon strict adherence to any term of this Agreement on any occasion shall not be construed as a waiver or deprive that Party of the right to insist upon strict adherence to that term or any other term of this Agreement. Any waiver must be in writing and signed by the Party making the waiver.



This Agreement is effective this 26th day of May 2026.

Client - Bannock County

WSP USA, Inc.

By: _____

By: _____

Printed: Jeff Hough

Printed: _____

Title: Commissioner,
Chairman

Title: _____

**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 May 19, 2026, as approved during the meeting of May 26, 2026.

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, May 19, 2026
Commissioners present:	Ernie Moser, Jeff Hough, and Ken Bullock
Clerk of the Board:	Nancy Allen for Jason C. Dixon
Absent Board Members:	
Staff present:	Deputy Clerk Nancy Allen, Comptroller Kristi Klauser, HR Director Matthew Phillips, PIO Emma Iannacone, and Deputy Prosecutor Jonathan Radford

Agenda Details

AGENDA	
	Business Meeting (action items)
	Agenda:
1	<ul style="list-style-type: none"> Indigent Business may require an Executive Session pursuant to Idaho Code §74-206(1)(d) to consider records exempt from public disclosure (action item)
2	<ul style="list-style-type: none"> Dillon Evans, Landfill, providing a monthly update (potential action item)
3	<ul style="list-style-type: none"> Scott Crowther, Event Center/Wellness Complex, regarding approval of and signature on a contract requesting a fee waiver for the bleachers (requested 5 minutes) (action item)
4	<ul style="list-style-type: none"> Ratify a decision for Road and Bridge made in the meeting on 5/14/2026 (action item)
5	RESOLUTIONS AND ORDINANCES (action items):
	Resolution No. 2026-36 Authorizing Issuance of Tax Deed on Property for Unpaid Taxes
6	SIGNATURE ONLY (action items):
	Bancorp Open-end Lease Schedule
7	CONSENT AGENDA (action items):
	<ul style="list-style-type: none"> Manual Checks Alcohol Licenses and Catering Permits Certificate of Residency Approval Personnel Actions with potential Executive Session under Idaho Code §§ 74-206(1)(a), (b) & (d) for personnel actions or personnel records exempt from disclosure with potential action following adjournment of Executive Session Mileage and Travel Approvals Minutes: Approval of and signature on certification for meeting minutes for May 12 and 14, 2026
8	Fiscal Year 2027 Budget Preparation Meeting (potential action item)

Meeting Notes

- 9:00 AM Hough called the meeting to order. There were no indigent items.
- 9:00 AM Evans gave updates on the department. Discussion ensued on free days and scrap.

- 3 9:08 AM Crowther requested a fee waiver for the portable grandstands from the Fairgrounds for the PRC rodeo. Discussion ensued on the process for fee waivers for County departments. Bullock moved to approve the fee reduction to zero. The motion passed.
- 4 9:13 AM Hough moved, after the discussion last week, to change the pay scale for a few Road and Bridge employees as exceptional placement. The motion passed.
- 5 9:17 AM Moser moved to approve Resolution 2026-36. The motion passed.
- 6 9:14 AM Klauser pointed out the cost of the interest and recommended to look at purchase versus lease. Discussion on cycles. Bullock moved to approve the Bancorp Open-end Lease agreement. The motion passed.
- 7 9:17 AM Bullock moved to approve the items on the consent agenda. The motion passed.
- 8 FY27 Budget Prep meetings were held with:
 9:59 AM Board of Community Guardians – Secretary Shantal Laulu, Chair Stephanie Jones, and Vice Chair Tina Anderson appeared. Laulu reviewed the board currently has 15 protected people and consists of 8 volunteer board members. The request is to continue funding at \$2,500.
- 10:04 AM South Bannock County Historical Museum – Zack Stoddard appeared and requested \$1,500 per quarter, the same as last year. Discussion ensued on needed repairs for the building.
- 10:13 AM Family Services Alliance – Director Sarah O’Banion appeared and reviewed departments that the organization works with, and repairs to the emergency shelter. The request is \$10,000. Discussion ensued on grant funding, private foundation funding, and fundraising such as the Celebration of Voices.

Action Item Summary

ACTION/DIRECTION	ASSIGNED TO
Fee waiver granted for Events Center for portable bleachers.	Parks & Rec
Exceptional placement approved for two Road & Bridge employees.	Auditing/HR/Public Works
Resolution No. 2026-36 Authorizing Issuance of Tax Deed on Property for Unpaid Taxes was passed.	Clerk
Bancorp Open-end Lease was approved.	Sheriff
Items on the consent agenda were approved.	Auditing/Clerk/Resolution
FY2027 budget prep meetings were held with Board of Community Guardians, South Bannock County Historical Museum, and Family Services Alliance.	BOCC/Clerk