



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, December 16, 2025

9:00 AM Business Meeting (action items)

Agenda:

- Indigent Business may require an Executive Session pursuant to Idaho Code §74-206(1) (d) to consider records exempt from public disclosure (action item)
- Anita Hymas, Assessor, requesting signature on a 2024 and 2025 Property Tax Roll (requested 5 minutes) (action item)
- Ashley Bringhurst, D6 Treatment, regarding signature on Independent Contractor Agreement for Professional or Consultant Services (requested 10 minutes) (action item)
- Heather Studley, GIS, providing a GIS update

RESOLUTIONS AND ORDINANCES (action items):

Resolution No. 2025-88 Approving Tax Cancellation Requests

County Ordinance 2025-09 City of Downey Area of Impact

County Ordinance 2025-10 City of Inkom Area of Impact

County Ordinance 2025-11 City of Lava Hot Springs Area of Impact

County Ordinance 2025-12 City of McCammon Area of Impact

County Ordinance 2025-13 City of Pocatello Area of Impact

County Ordinance 2025-07 City of Arimo Area of Impact

County Ordinance 2025-08 City of Chubbuck Area of Impact

LETTERS AND NOTICES (action items):

SIGNATURE ONLY (action items):

Memo to Dispose Documents

Sharp Performance Agreement

CONSENT AGENDA (action items):

- Manual Checks
- Alcohol Licenses and Catering Permits
- Certificate of Residency Approval
- Salary Rate Approval Forms/Notice of Separation with Potential Executive Session under Idaho Code §74-206(1)(a)&(b) regarding personnel with potential action following adjournment of Executive Session
- Mileage and Travel Approvals
- Minutes: Approval of and signature on certification for meeting minutes for December 9 and 11, 2025

10:00 AM Bid Opening for Request for Services for Lava Ranches Fuel Reduction Phase 2 (action item)

10:15 AM Interview for Snow Groomer Committee with Executive Session under Idaho Code §74-206(1)(a)&(b) regarding personnel with potential action following adjournment of Executive Session (action item)

1:30 AM Meeting to discuss renewable energy

3:00 PM Quarterly Jail Inspection per Idaho Code §20-622 (potential action items)

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



ERNIE MOSER
Commissioner
1st District

JEFF HOUGH
Commissioner
2nd District

KEN BULLOCK
Commissioner
3rd District

Business Meeting Agenda Request Form

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

Requestor Name:

Randy Hobson

Department:

Assessor

Requestor Email:

.....

Item(s) to be considered:

Cancellation

Date of meeting being requested:

12/16/2025

Time requested:

5 Minutes

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

No

Contract/Agreement Begin Date:

Contract/Agreement End Date:

List of additional attendees:

Anita Hymas



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

ANITA HYMAS
Assessor

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

December 16, 2025

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

Honorable Commissioners:

Please allow the following property tax cancellations pertaining to the **2024 & 2025 property tax roll**. Calculations are to be completed by the Bannock County Treasurer using the appropriate levy and the following market value. Any request for tax cancellation will be accompanied with an explanation for each individual parcel. This request for tax cancellation does not affect the certified market value. Idaho Code 63-1302

PARCEL NUMBER 2025	OWNER	EXPLANATION	MARKET VALUE CANCELLATION
MHMHPHC002001	Kugler, Terri	Cat 65 missing H for HEX	\$14,130
RPRPCR2000301	City of Pocatello	Acquired by City of Pocatello	\$19,750
RPRPTH1000100	Salvation Army	Correction from Non-Profit Exemption	\$319,234
RPRPPOC124800	Central Christian Church	BOCC Exemption not applied	\$204,532
RPRPPOC025400	Brown, William	HEX should be 100%	\$48,159
2024			
MHMHOHC002001	Kugler, Terri	Cat 65 missing H for HEX	\$17,945

Sincerely,

Anita Hymas
Bannock County Assessor
CC: TRSR; FILE

BANNOCK COUNTY COMMISSIONERS

Chairman

Commissioner

Commissioner

12-16-25



FOR COMMISSION OFFICE USE:	
DATE _____	TIME _____

Agenda Request Form

The Board of Bannock County Commissioners business meetings are generally held on **Tuesday** 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.

Email this completed form and any supporting documents to agendarequest@bannockcounty.us by 5:00 PM the Wednesday prior to the scheduled meeting.

Name/Department:

Phone/Email:

Item to be considered:

Informational background:

1. What meeting are you requesting?
2. How much time will be needed for this agenda item?
3. Is Commission action requested (decision, approval, signature, or guidance)?
4. Does this request involve a contract, agreement, external funding source, or award acceptance?
5. What is the potential financial impact of this request?
6. Have all supporting documents been included with this form?
7. Will you be using presentation software or have other presentation needs? (if YES, provide presentation with this form)
8. Name and contact information for others who should be invited to attend:

Contract # 155-26



INDEPENDENT CONTRACTOR AGREEMENT FOR PROFESSIONAL OR CONSULTANT SERVICES

State of Idaho Department of Juvenile Corrections

This agreement (“Agreement”) is effective as of **January 1, 2026**, and will extend through **December 31, 2026**. Upon mutual, written agreement the parties may renew, extend or amend this Agreement. This Agreement is between the **Idaho Department of Juvenile Corrections**, 954 W. Jefferson St., Boise, ID 83720, (the “Client”), and Bannock County/D6 Treatment, 1001 N. 7th Ave. Ste. 260, Pocatello, ID 83201 (the “Independent Contractor”).

Whereas, the Client desires to engage the Independent Contractor to perform certain services for the Client, pursuant to the terms and conditions stated in this Agreement.

The Client enters into this Agreement pursuant to authority delegated to it by the Idaho Division of Purchasing, and by the authority granted to it in Title 20, Chapter 5, Idaho Code.

NOW THEREFORE, in consideration of the foregoing and the mutual promises and covenants herein contained, the parties agree as follows:

1. *Services to be rendered.* The Client desires that the Independent Contractor perform, and the Independent Contractor agrees to perform the following: **Intake Evaluation (CANS), Comprehensive Diagnostic Assessment (CDA), Individual Counseling, Family Counseling, Group Counseling, Case management** for juveniles in the custody of and/or transitioning out of the Juvenile Correction Centers in St. Anthony, Nampa, and Lewiston, Idaho, or an in Custody Residential Treatment provider. When the Client requires services under this Agreement for these juveniles, the Client will order services using an Idaho Department of Juvenile Corrections form DJC-191-11 (a “191”) (Referral for External Clinical and Post-Custody Services; see the attached Exhibit A). The 191 form will identify the services to be performed and that they are to be performed under this Agreement, which has contract number Contract # 155-26. On the 191 form, the Client may also request that the Independent Contractor attend various meetings and may require the Independent Contractor to administer certain assessments relating to the needs of the juveniles to whom services are to be provided. No services under this Agreement may be provided by the Independent Contractor unless the Independent Contractor has received a completed and signed 191 form. Multiple 191 forms may be issued during the term of the Agreement, Contract # 155-26. For any assessments administered by the Independent Contractor,

completed assessment results must be submitted to the Client within forty-five (45) days of the initial assessment.

2. *Independent Contractor's performance.* All work done by the Independent Contractor shall be of the highest professional standard and shall be performed to the Client's satisfaction. The detailed manner and method of performing the work is under the control of Independent Contractor, with the Client being interested only in the results obtained. Independent Contractor is an "independent contractor" as defined by law as to all work performed under this Agreement.

3. *Status.* The Independent Contractor's status under this Agreement shall be that of an independent contractor, and not that of an agent or employee of the state of Idaho (see, Idaho Code § 72-102). The Independent Contractor warrants and represents that they have complied and will comply with all federal, state and local laws regarding business permits and licenses that may be required for them to perform the work as set forth in this Agreement.

4. *Terms of payment.* The Client shall pay the Independent Contractor: Intake Evaluations (CANS) at \$21.42 per 15-minute unit / \$85.68 per hour, Comprehensive Diagnostic Assessment (CDA) at \$19.01 per 15-minute unit / \$76.04 per hour, Individual Counseling at \$20.05 per 15-minute unit / \$80.20 per hour, Group Counseling at \$9.42 per 15-minute unit / \$37.68 per hour, Family Counseling at \$110.14 per session, Case Management at \$17.91 per 15-minute unit / \$71.64 per hour, and Reintegration and Transition consultation as approved in writing by the IDJC at \$102.30 per hour. When attendance at meetings, administration of assessments or both are requested on a 191 form, the Client will pay for these at the rates listed in this section. The particular rate to be paid for meetings, administration of assessments or both, in each instance, will be identified on the 191 form.

If mileage for travel is authorized, it will be limited to the IRS Standard Mileage Rate for business purposes. Travel time shall not be included as billable time.

The Client will not reimburse for expenses pursuant to this Agreement. The Independent Contractor may invoice no more frequently than monthly. Send invoices to: AccountsPayable@idjc.idaho.gov Idaho Department of Juvenile Corrections, P.O. Box 83720, Boise, ID 83720-0285, Attn. Accounts Payable. Payment terms are Net 30.

5. *Reimbursement of expenses.* The Client shall not be liable to the Independent Contractor for any expenses the Independent Contractor pays or incurs unless otherwise agreed to in writing by the Client prior to incurring such cost or obligation.

6. *Equipment, tools, materials, or supplies.* The Independent Contractor shall supply, at its sole expense, all equipment, tools, materials or supplies to accomplish the work to be performed. This includes, but is not limited to, expenses relating to travel, lodging, and meals while performing work relating to this Agreement, unless agreed to in writing by the Client prior to the cost or expense being incurred.

7. *Federal, state and local payroll taxes.* Neither federal nor state, nor any other payroll tax of any kind, shall be withheld or paid by the Client on behalf of the Independent Contractor or its employees. In accordance with the terms of this Agreement and the understanding

of the parties, the Independent Contractor shall not be treated for tax purposes as an employee with respect to the services performed.

8. *Taxes.* The state of Idaho and the Client are generally exempt from payment of Idaho State Sales and Use Tax for property purchased for its use under the authority of Idaho Code section 63-3622 as a government instrumentality. In addition, the state of Idaho and the Client are generally exempt from payment of Federal Excise Tax under a permanent authority from the district Director of the Internal Revenue Service. If the Independent Contractor is required to pay any taxes incurred as a result of doing business with the state of Idaho or the Client, it shall be solely responsible for the payment of those taxes.

9. *Fringe benefits.* Because the Independent Contractor is engaged in its own independent contract business, it is not eligible for, nor entitled to, and shall not participate in, any of the Client's or the state of Idaho's pension, health or other fringe benefit plans.

10. *Notice to the Independent Contractor regarding its tax duties and liabilities.* The Independent Contractor shall be responsible for paying all employment-related taxes and benefits, such as federal and state income tax withholding, social security contributions, worker's compensation and unemployment insurance premiums, health and life insurance premiums, pension contributions and similar items. The Independent Contractor shall indemnify the state of Idaho and hold it harmless from any and all claims for taxes (including but not limited to social security taxes), penalties, attorneys' fees and costs that may be made or assessed against the state of Idaho arising out of Independent Contractor's failure to pay such taxes, fees or contributions.

11. *Sovereign Immunity.* Nothing contained herein shall be deemed to constitute a waiver of the state of Idaho's sovereign immunity, which immunity is hereby expressly retained.

12. *Insurance.* For the duration of this Agreement, the Independent Contractor shall maintain in effect a policy of general liability insurance with a minimum coverage of \$500,000. Insurance must be provided to the Independent Contractor by companies properly licensed to do business in Idaho. Evidence of the required insurance shall be provided to the Client upon request. Failure to provide proof of coverage at any time during the term of this Agreement may result in termination of this Agreement by the Client. For any coverage provided by a county risk management program, the Independent Contractor must provide a certificate of insurance showing the same.

Additionally, the Independent Contractor shall maintain commercial automobile insurance in the amount of \$500,000 per occurrence. Evidence of the required insurance shall be provided to the Client upon request. Failure to provide proof of coverage at any time during the term of this Agreement may result in termination of this Agreement by the Client. (If the Independent Contractor's employees will drive their own personal vehicles in the course of providing services under this Agreement, the Independent Contractor must identify this before the Agreement is executed, and must sign a Client-provided memorandum, which will become Exhibit B to this Agreement.)

13. *Client Not Responsible for Worker's Compensation.* Because the Independent Contractor is engaged in its own independent contracting business and is not an employee of the Client, the Client will not obtain worker's compensation insurance for the Independent Contractor

or its employees. The Independent Contractor agrees to obtain worker's compensation coverage as required by law for itself and employees, and to furnish a copy of its certificate of workers' compensation insurance to the Client upon request. Failure to provide proof of insurance may be cause to terminate this Agreement.

14. *Termination.* Either party may terminate the Agreement, with or without cause, at any time by giving fifteen (15) days' written notice to the other. Notwithstanding a termination, the Independent Contractor's obligations to provide follow-up services on work currently in progress shall remain in effect until such services are completed. Payment will be prorated according to work completed if termination is requested before the Agreement expires.

15. *Notices.* Any notice given in connection with this Agreement shall be given in writing and shall be delivered either by hand to the other party or by certified mail, return receipt requested, or by e-mail with proof of receipt to the other party at the other party's address stated above. Either party may change its address by giving notice of the change in accordance with this paragraph.

16. *No Authority to Bind Client.* The Independent Contractor has no authority to enter into contracts or agreements on behalf of the Client. This Agreement does not create a partnership between the parties and nothing contained in this Agreement shall be interpreted to create an employer-employee, master-servant, or principal-agent relationship between the Client and Independent Contractor in any respect.

17. *Assignment.* The Independent Contractor shall not assign this Agreement, or its rights, obligations, or any other interest arising from the Agreement, or delegate any of its performance obligations, without the express written consent of the Administrator of the Division of Purchasing and the Idaho Board of Examiners. Transfer without such approval shall cause the annulment of this Agreement, at the option of the state of Idaho. All rights of action, however, for any breach of this Agreement are reserved to the state of Idaho. (Idaho Code Section 67-5726[1]).

18. *Subcontracting.* Unless otherwise allowed by the Client in this Agreement, the Independent Contractor shall not, without written approval from the Client, enter into any subcontract relating to the performance of this Agreement or any part thereof. Approval by the Client of the Independent Contractor's request to subcontract or acceptance of or payment for subcontracted work by the Client shall not in any way relieve the Independent Contractor of any obligation under this Agreement. The Independent Contractor shall be and remain liable for all damages to the Client caused by negligent performance or non-performance of work under this Agreement by the Independent Contractor's subcontractor or its sub-subcontractor. Except where the Client has approved in writing the Independent Contractor's subcontract with other insurance provisions, the Independent Contractor must require all of its subcontractors under this Agreement to purchase and maintain the insurance coverage set forth in this Agreement for the Independent Contractor in connection with the performance of work by the approved subcontractor.

19. *Waiver.* The waiver by either party of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach.

20. *Modification.* No change, modification, or waiver of any term of this Agreement shall be valid unless it is in writing and signed by both the Client and the Independent Contractor.

21. *Entire agreement.* This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements or understandings between the Client and the Independent Contractor.

22. *Attorneys' Fees.* In the event a lawsuit of any kind is instituted under this Agreement or to obtain performance of any kind under this Agreement, the prevailing party shall be awarded such additional sums as the court may adjudge for reasonable attorneys' fees and to pay all costs and disbursements incurred therein.

23. *Applicable law.* This Agreement shall be governed by, construed, and enforced in accordance with, the laws of Idaho without regard to its conflicts of law principles. The parties hereto consent to the jurisdiction of the state courts of Ada County in the state of Idaho in the event of any dispute with respect to this Agreement.

24. *Legal Compliance.* Independent Contractor agrees to comply with all applicable requirements of federal and state statutes, rules, and regulations.

25. *Sufficient Appropriation.* Services provided under this Agreement may be paid for by the Client using funds appropriated by the legislature of the state of Idaho, may be paid for by the Client using funds federal grants or both.

25.1 *Sufficient Appropriation by Legislature Required.* It is understood and agreed that the Client is a governmental entity, and this Agreement shall in no way or manner be construed so as to bind or obligate the state of Idaho beyond the term of any particular appropriation of funds by the legislature of the state of Idaho as may exist from time to time. The Client reserves the right to terminate this Agreement if, in its sole judgment, the legislature of the state of Idaho fails, neglects or refuses to appropriate sufficient funds as may be required for the Client to continue payment. Any such termination shall take effect on ten (10) days' notice and be otherwise effective as provided in this Agreement. It is understood and agreed that the payments provided for shall be paid from legislative appropriations.

25.2 *Fiscal Necessity and Non-Appropriation.* It is understood and agreed that the Client is a governmental entity, and the Client's payments shall be paid from federal funding sources. This Agreement shall in no way be construed so as to bind the Client beyond the terms of any particular appropriation or award of funds by the United States Congress, United States Department of Justice, or any other applicable federal agency or entity, as may exist from time to time, or beyond the term of any particular approval of spending authority of federal funds by the Legislature or Executive Department of the state of Idaho. The Client reserves the right to terminate this Agreement, in whole or in part (or any order placed under it), if, in its sole judgment, the United States Congress, the United States Department of Justice, or other applicable federal agency or entity, withdraws or freezes the state of Idaho's federal funding or fails, neglects, or refuses to appropriate or provide sufficient funds, including any sequestration of funds pursuant to the Balanced Budget and Emergency Deficit Control Act of 1985 (Pub. Law 99-177, Title II) and/or the Budget Control Act of 2011 (Pub. Law 112-25), or any similar federal law, as may be required to continue payments under this Agreement. The Client shall not be required to transfer funds

between accounts if funds are reduced or unavailable.

The Client further reserves the right to terminate this Agreement if, in its sole judgment, the Legislature or Executive Department of the state of Idaho withdraws or freezes the Client's spending authority regarding the federal funds required to continue payments under this Agreement.

Any termination pursuant to this section shall take effect on ten (10) days' written notice to the Independent Contractor. Upon any such termination, all affected future rights and liabilities of the parties shall cease, and the Client shall not be liable for any penalty, expense, or liability, or for general, special, incidental, consequential or other damages resulting therefrom.

26. *Officials, Agents and Employees of Client Not Personally Liable.* It is agreed by and between the parties hereto that in no event shall any official, officer, employee or agent of the state of Idaho be in any way liable or responsible for any covenant or agreement, whether expressed or implied, nor for any statement, representation or warranty made in or in connection with this Agreement. In particular, and without limitation of the foregoing, no full-time or part-time agent or employee of the Client shall have any personal liability or responsibility under this Agreement, and the sole responsibility and liability for the performance of this Agreement and all of the provisions and covenants contained in this Agreement shall rest in and be vested with the state of Idaho.

27. *License.* In connection with the performance of the Independent Contractor's obligations under this Agreement, the Independent Contractor will provide a license to the state of Idaho for the use of the Independent Contractor's copyrighted intellectual property including art, drawings and illustrations. This license shall permit the state of Idaho to use such intellectual property in relation with this Agreement only. All other rights to Independent Contractor's intellectual property are expressly reserved.

28. *Public Records.* The Independent Contractor recognizes that the Client is subject to the Idaho Public Records Laws, Chapter 1, Title 74 Idaho Code. Notwithstanding any provision of this Agreement to the contrary, the Client may comply with the Idaho Public Records Laws.

29. *Alternative Dispute and Contested Hearings.* In accordance with Idaho Code title 67, chapter 52, the Office of Administrative Hearings shall conduct adjudicatory hearings, mediations, and arbitrations on behalf of the Client.

30. *Limitation of Liability.* Notwithstanding any provision in this Agreement to the contrary, the Independent Contractor's liability for damages to the Client for any cause whatsoever is limited to the damages provided for in this Agreement; provided, however, that the following shall not be subject to the foregoing limitations:

- a. Patent and copyright indemnity required by this Agreement;
- b. Liquidated damages assessed under this Agreement;
- c. Claims for personal injury, including death;

- d. Claims for damage to real property or tangible or intangible property arising from the Independent Contractor's acts or omissions under this Agreement;
- e. The insurance coverage required by this Agreement;
- f. Damages arising from the negligence or willful misconduct of the Independent Contractor, its employees, its subcontractors, or its agents; and,
- g. Government fines and penalties not imposed by the state of Idaho.

31. *Confidentiality.* The Client may disclose information to the Independent Contractor that it regards as proprietary or confidential ("Confidential Information"). Independent Contractor shall use such Confidential Information only in the performance of its services under this Agreement and shall not disclose Confidential Information given to it by the Client to any third party except with the Client's prior written consent or under a valid order of a court or governmental agency of competent jurisdiction and only then upon timely notice to the Client. The Client may require that Independent Contractor agree in writing to the obligations contained in this section. The confidentiality obligation contained in this section shall survive termination of this Agreement.

32. *Data Ownership.* The Client owns and retains full right and title, and unrestricted access to its Confidential Information. The Independent Contractor shall not collect, access, or use the Client's Confidential Information except in the course of providing services provided under this Agreement. Except as expressly allowed by the terms of this Agreement, no information regarding the Client's use of the Independent Contractor's services may be disclosed, provided, rented, or sold to any third party for any reason unless required by law or regulation or by order of a court of competent jurisdiction. Upon the Client's request, the Independent Contractor shall return or destroy the Client's Confidential Information, whichever is requested by the Client. The requirements of this section shall survive the termination or expiration of this Agreement.

33. *Right to Contract with Other Vendors.* The Client reserves the right to enter into agreements for the same or similar services identified in this Agreement with other vendors. Reasons for this need may include but are not limited to factors such as regional service accessibility, youth and family preference for specific providers, service availability within required timeframes, or other logistical or administrative considerations that impact service delivery as outlined in the aftercare treatment plan.

34. *Mandatory Reporting.* Pursuant to Idaho Code § 16-1605, all providers are mandated reporters, therefore, the Independent Contractor must report suspected child abuse, neglect or both within twenty-four (24) hours to law enforcement when the Independent Contractor has reason to believe that a child may have been the victim of abuse or neglect. The Independent Contractor shall not investigate suspected child abuse or neglect. Privileged communication between professional and client is not grounds for failure to report. Failure to report suspected incidents of child abuse or neglect is a misdemeanor.

35. *Background Checks.* Individuals providing services under this Agreement must pass a background check that includes all of the following:

35.1 The Fingerprint-based Criminal Background Check, completed by Idaho State Police.

35.2 The Name-based Criminal Background Check, completed by Idaho State Police.

35.3 The National Sex Offender Registry Check, completed by the Independent Contractor.

35.4 The Child Protection Registry Check, completed by Idaho Department of Health and Welfare.

35.5 Idaho Department of Transportation driving record check completed by the Independent Contractor.

Individuals that have passed a background check that includes all of the above within five (5) years prior to the date that this Agreement is fully executed do not have to pass another background check of this kind while providing services under this Agreement.

The Independent Contractor must retain documentation demonstrating that all of its employees that provide services to juveniles under this Agreement have passed the background check required in this section. This documentation must be made available to the Client upon its request. For each individual, the Independent Contractor must retain the documentation for at least three (3) years after the individual is no longer employed by the Independent Contractor or three (3) years after the termination or expiration of this Agreement, whichever is later.

Additionally, the Independent Contractor grants permission to the Client to independently verify that background checks have been completed, such as by the Client contacting the Idaho Department of Health and Welfare's Background Check Unit.

If all of the individuals that will be providing services to juveniles under this Agreement are licensed to provide such services in the state of Idaho, that is sufficient to meet the requirements of this section 35.

36. *Severability.* If any part of this Agreement is declared invalid or becomes inoperative for any reason, such invalidity or failure shall not affect the validity and enforceability of any other provision.

37. *Headings.* The headings have been inserted for convenience solely and are not to be considered when interpreting the provisions of this Agreement.

38. *Counterparts.* This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

Department of Juvenile Corrections
 Signature: _____
 Amy Anderson
 Title: Division Administrator
 Date: _____

Independent Contractor - Bannock County
 Signature: _____
 (Print) Jeff Hough
 Title: Commissioner, Chairman
 Date: Dec. 16, 2025

Independent Contractor address, phone and email:

Bannock County/D6 Treatment
 Ashley Bringhurst
 1001 N. 7th Ave. Ste. 260
 Pocatello, ID 83201
 Phone: 208-242-9087
 Email: Ashley.Bringhurst.d6@gmail.com

For questions regarding this Agreement, contact:

Jason R. Urquhart, CPPO, CPPB
 Purchasing Agent
 P.O. Box 83720
 Boise, ID 83720-0285
 Phone: (208) 334-5100 Ext. 433
 Email: jason.urquhart@idjc.idaho.gov
 COA # 3211; 3212; 3213; 3231; 3232; 3233; 3220

Exhibit A

Idaho Department of Juvenile Corrections

REFERRAL FOR EXTERNAL CLINICAL AND POST-CUSTODY SERVICES

Region 1 (D1, D2) Region 2 (D3, D4, D5) Region 3 (D6, D7)

Juvenile Name: **[CLICK HERE AND TYPE]**

IJOS #: **[CLICK HERE AND TYPE]**

Current Placement of Juvenile: **[CLICK HERE AND TYPE]**

Cost Center: **[CLICK HERE AND TYPE]**

Person Requesting Services/Originator: **[CLICK HERE AND TYPE]**

1. **CONTRACT SERVICE PROVIDER NAME AND CONTACT INFORMATION:** **[CLICK HERE AND TYPE]**

Provider verified with QI, if applicable Not applicable

2. **DATE(S) OF SERVICE:** Begin: **[CLICK HERE AND TYPE DATE]** End: **[CLICK HERE AND TYPE DATE]**

3. **SERVICES REQUESTED:** **Highlight the zero, click the F9 key to auto-calculate the costs*

Description (Type of service/how often provided)	Quantity	Unit Cost	Total Cost *	Post-Custody Svc.
[CLICK HERE AND TYPE]	[CLICK]	\$(CLICK)	\$ 0.00	<input type="checkbox"/>
[CLICK HERE AND TYPE]	[CLICK]	\$(CLICK)	\$ 0.00	<input type="checkbox"/>

Maximum Total Cost \$ 0.00

4. **COMMENTS:**

[CLICK HERE AND TYPE]

5. For Contracted Evaluators: Forward completed evaluation to the approving Clinical Supervisor by:

e-mail to **[CLICK HERE AND TYPE]** @idjc.idaho.gov SmartVault **(Delete line 5 in its entirety, if not applicable)**

6. Sent to **Juvenile Placement and Transition Services Team** (ptservices@idjc.idaho.gov) for contract review and approval. Contract Providers Contract #: _____

<hr/>	<hr/>
Clinical Supervisor	Date
<hr/>	<hr/>
Superintendent (<i>Required for post-custody services</i>)	Date
<hr/>	<hr/>
IDJC Director (<i>Required for post-custody services</i>)	Date

cc: AccountsPayable@idjc.idaho.gov
 Referral Originator
 Service Provider
 Juvenile Placement Manager and ptservices@idjc.idaho.gov
 Case Management File

Exhibit B to Agreement with Contract Number 155-26

Memorandum Regarding Personal Vehicle Use

Our employees may drive their own personal vehicles in the course of providing services under the Agreement with contract number 155-26 ("Agreement").

Therefore, for the duration of the Agreement we will require that our employees that provide services, and drive their own personal vehicles while doing so under the Agreement obtain and maintain personal automobile insurance sufficient to cover damage to their vehicles, personal injury and liabilities in case of an automobile accident. The personal automobile insurance shall be obtained by these employees at their own expense and shall be maintained for the entire duration of the Agreement or for the duration of their employment with us, whichever ends sooner. Policies shall provide, or be endorsed to provide, all required coverage. The employee shall provide certificates of insurance or certified endorsements upon request by the Client. All insurance shall be with insurers rated A-, VII, or better in the latest Bests Rating Guide, and be in good standing and authorized to transact business in Idaho. The coverage provided by such policies shall be primary. By requiring insurance herein, the Client does not represent that coverage and limits will necessarily be adequate to protect the Independent Contractor or its employees, and such coverage and limits shall not be deemed as a limitation on the Independent Contractor's liability under any indemnities granted to the Client. Each employee's personal automobile insurance shall have limits of not less than \$500,000 each occurrence, and \$500,000 aggregate. If necessary, an umbrella or excess policy may be used to meet the limits required, providing the employee's personal automobile is listed on the underlying insurance in the umbrella or excess policy, and the umbrella or excess policy meets the requirements within this paragraph for acceptable insurers.

Independent Contractor

Signature: _____

(Print) _____

Title: _____

Date: _____

BANNOCK COUNTY COMMISSIONERS

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



ERNIE MOSER
 Commissioner
 1st District

JEFF HOUGH
 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:

Heather Studley

Department:

GIS

Requestor Email:

heathers@bannockcounty.gov

Item(s) to be considered:

Quarterly GIS update

Date of meeting being requested:

12/16/2025

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:

In the Matter of APPROVING)
TAX CANCELLATION REQUESTS)

R.S. No. 2025-88
 December 16, 2025

RESOLUTION

WHEREAS, requests for cancellation of taxes were considered on December 9, 2025; and

WHEREAS, these cancellation requests have been reviewed pursuant to Idaho Code §§63-711, 63-1302, 63-1303 and 63-1304;

NOW, THEREFORE, BE IT RESOLVED that the County Tax Collector, Jennifer Clark, is hereby authorized and directed to cancel the following on the tax rolls as listed by year:

- (1) At the request of Assessor Anita Hymas, in a letter dated December 9, 2025, for cancellation of **market value** for the **2025** tax year.

PARCEL NO.	OWNER	EXPLANATION	VALUE TO BE CANCELLED
RPRPPR4000900	Santillanes, Dianna	BOE decision not applied to parcel	\$12,763
RPRPGR4001600	Bell, Larry R	HEX removed in error	\$125,000
RPRPHLN003000	Karlan, Daniel	House fire cancel 6 months on Improvements	\$164,939
RPRPLES001200	Stevenson, Carol A	Land category didn't get HEX	\$17,000
RPRCA1B001400	Rezac, Earl	Qualified for HEX	\$125,000
RPRPMSH000200	Roebuck, Robin L	Related parcel issue, correction made	\$4,229
RPRPCKE000200	Roebuck, Robin L	Related parcel issue, correction made	\$800

BOARD OF BANNOCK COUNTY COMMISSIONERS

 Jeff Hough, Chair

 Ernie Moser, Member

 Ken Bullock, Member

ATTEST: _____
 Jason C. Dixon, Clerk



COUNTY ORDINANCE 2025-09
Bannock County, Idaho

City of Downey Area of Impact

AN ORDINANCE ESTABLISHING AN AREA OF IMPACT FOR THE **CITY OF DOWNEY**: IDENTIFYING THE AUTHORITY REQUIRING ITS ADOPTION; ADOPTING A MAP OF IMPACT BOUNDARIES; IDENTIFYING THE ORDINANCES THAT SHALL APPLY WITHIN THE ESTABLISHED AREA OF IMPACT; IDENTIFYING METHODS AND PROCEDURES FOR APPLICATION, ADMINISTRATION AND ENFORCEMENT OF THE COMPREHENSIVE PLAN AND ORDINANCES THAT SHALL APPLY WITHIN THE ESTABLISHED AREA OF IMPACT; ESTABLISHING AN EFFECTIVE DATE PURSUANT TO LOCAL LAND USE PLANNING ACT, IDAHO CODE SECTION 67-6526.

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

SECTION 1: PURPOSE

The purpose of this ordinance is to establish an Area of Impact for the City of Downey. When identifying an area of impact, the following criteria shall be considered:

1. Anticipated commercial and residential growth;
2. Geographic factors;
3. Transportation infrastructure and systems, including connectivity;
4. Areas where municipal or public sewer and water are expected to be provided within five (5) years; and
5. Other public service district boundaries.

In addition to the criteria set forth in this section, an area of impact shall not exceed the areas that are very likely to be annexed to the city within the next five (5) years.

SECTION 2: GEOGRAPHIC AREA OF IMPACT

The officially adopted and agreed upon areas of impact for the City of Downey is shown in the map attached as Exhibit 1.

SECTION 3: COMPREHENSIVE PLAN

The Comprehensive Plan and subsequent amendments thereto, as officially adopted by Bannock County, shall apply to the area of impact within the unincorporated area of Downey. Both the City and County shall amend their Comprehensive Plans to be consistent with this agreement, if required.

SECTION 4: ORDINANCES

The ordinances and subsequent amendments thereto, as officially adopted by Bannock County, shall apply within the area of impact.

SECTION 5: ADMINISTRATION AND ENFORCEMENT

1. Within the area of impact, Bannock County shall be responsible for the administration and enforcement of the County's ordinances.
2. Maintenance of public streets located in the area of impact shall remain the responsibility of Bannock County and the State of Idaho, unless otherwise stipulated by written agreement between Bannock County, State of Idaho and City of Downey.
3. Law enforcement in the area of impact shall remain the responsibility of Bannock County, unless otherwise stipulated by written agreement between the County and City of Downey.
4. Fire services in the area of impact shall remain the responsibility of the designated fire district, unless otherwise stipulated by written agreement between the County, fire district and City of Downey.

SECTION 6: DEVELOPMENT AGREEMENTS

The County shall require development agreements for any development of property located in the area of impact when the development is connecting to City of Downey services.

All development agreements within the area of impact of the City shall contain the following statement:

“This development may be annexed into the City of Downey, at the sole discretion of the City, when any portion of said land becomes contiguous to the City of Downey corporate limits, in accordance with Idaho Code Section 50-222.”

SECTION 7: PLAT REQUIREMENTS

All final plats for developments within the area of impact shall contain the following statement, when connecting to City of Downey Services:

“This development, [insert subdivision name], may be annexed into the City of Downey, at the sole discretion of the City, when any portion of said land becomes contiguous to the City of Downey corporate limits.”

SECTION 8: RENEGOTIATION

The Area of Impact Agreement may be reviewed upon the request of either party hereto. Renegotiation shall begin 30 days after written request by either the City or County and shall follow procedures for the original negotiation, as set forth in Idaho Code, Section 67-6526.

SECTION 9: REPEALING CLAUSE

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

SECTION 10: SEVERABILITY

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

SECTION 11: EFFECTIVE DATE

This ordinance shall be in full force and effect from and after its passage and publication, as required by law.

ADOPTED this 16th day of December, 2025.

Bannock County Board of Commissioners

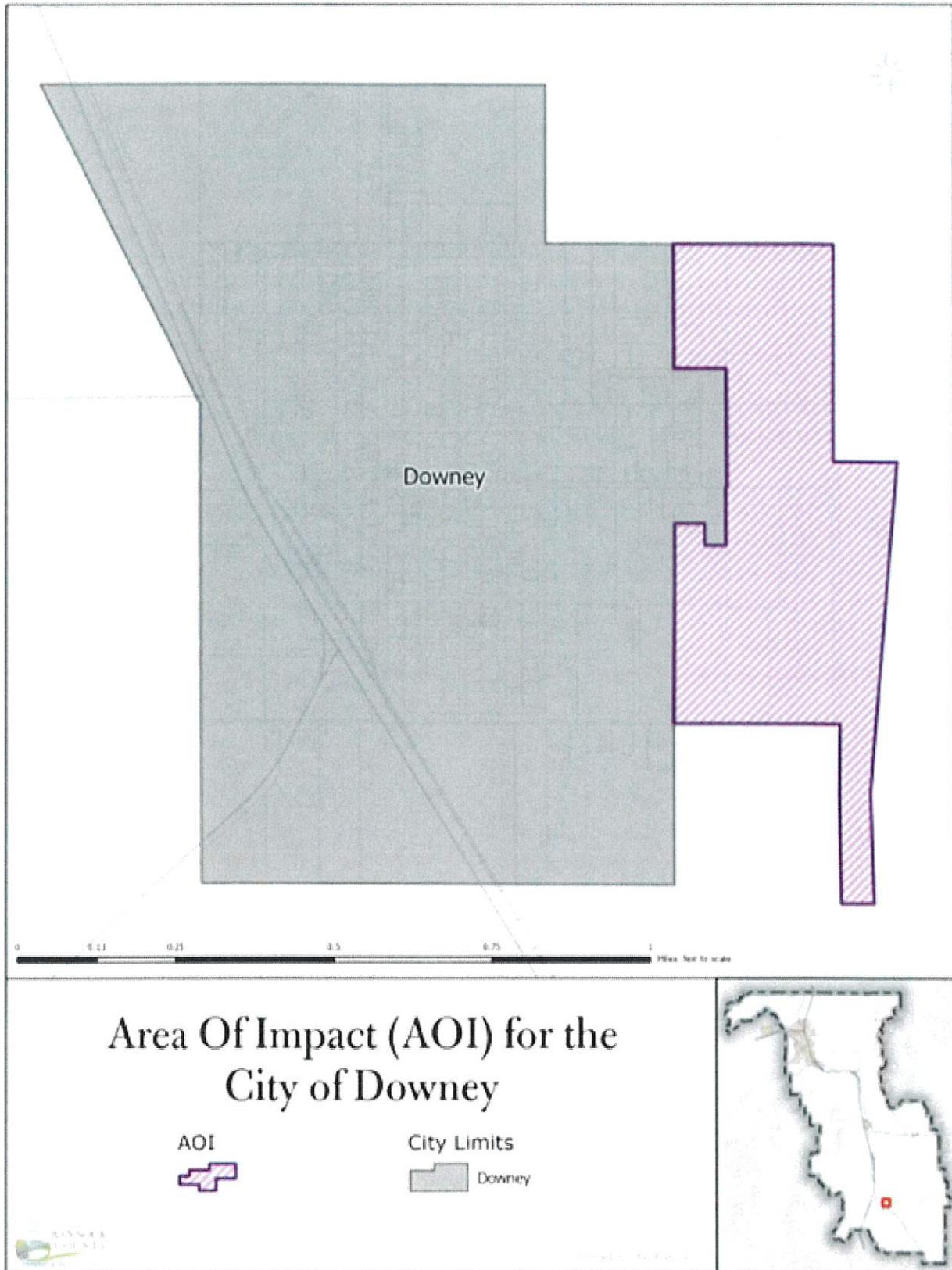
Jeff Hough, Chair

Ernie Moser, Member

Ken Bullock, Member

ATTEST: _____
Jason C. Dixon, Clerk

EXHIBIT 1



PUBLIC NOTICE OF BANNOCK COUNTY ORDINANCE ADOPTION

The Board of Commissioners of Bannock County, Idaho, hereby gives notice of the adoption of Ordinance 2025-09. A summary of the Ordinance includes:

AN ORDINANCE ESTABLISHING AN AREA OF IMPACT FOR THE **CITY OF DOWNEY**; IDENTIFYING THE AUTHORITY REQUIRING ITS ADOPTION; ADOPTING A MAP OF IMPACT BOUNDARIES; IDENTIFYING THE ORDINANCES THAT SHALL APPLY WITHIN THE ESTABLISHED AREA OF IMPACT; IDENTIFYING METHODS AND PROCEDURES FOR APPLICATION, ADMINISTRATION AND ENFORCEMENT OF THE COMPREHENSIVE PLAN AND ORDINANCES THAT SHALL APPLY WITHIN THE ESTABLISHED AREA OF IMPACT; ESTABLISHING AN EFFECTIVE DATE PURSUANT TO LOCAL LAND USE PLANNING ACT, IDAHO CODE SECTION 67-6526.

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

BOARD OF BANNOCK COUNTY COMMISSIONERS

Jeff Hough, Chair

Ernie Moser, Member

Ken Bullock, Member

ATTEST: _____
Jason C. Dixon, Clerk

This is a true and complete summary of Ordinance 2025-09 and provides adequate notice to the public.

JASON C. DIXON, CLERK

Publication Date: Dec. 20, 2025



COUNTY ORDINANCE 2025-10
Bannock County, Idaho

City of Inkom Area of Impact

AN ORDINANCE ESTABLISHING AN AREA OF IMPACT FOR THE **CITY OF INKOM**: IDENTIFYING THE AUTHORITY REQUIRING ITS ADOPTION; ADOPTING A MAP OF IMPACT BOUNDARIES; IDENTIFYING THE ORDINANCES THAT SHALL APPLY WITHIN THE ESTABLISHED AREA OF IMPACT; IDENTIFYING METHODS AND PROCEDURES FOR APPLICATION, ADMINISTRATION AND ENFORCEMENT OF THE COMPREHENSIVE PLAN AND ORDINANCES THAT SHALL APPLY WITHIN THE ESTABLISHED AREA OF IMPACT; ESTABLISHING AN EFFECTIVE DATE PURSUANT TO LOCAL LAND USE PLANNING ACT, IDAHO CODE SECTION 67-6526.

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

SECTION 1: PURPOSE

The purpose of this ordinance is to establish an Area of Impact for the City of Inkom. When identifying an area of impact, the following criteria shall be considered:

1. Anticipated commercial and residential growth;
2. Geographic factors;
3. Transportation infrastructure and systems, including connectivity;
4. Areas where municipal or public sewer and water are expected to be provided within five (5) years; and
5. Other public service district boundaries.

In addition to the criteria set forth in this section, an area of impact shall not exceed the areas that are very likely to be annexed to the city within the next five (5) years.

SECTION 2: GEOGRAPHIC AREA OF IMPACT

The officially adopted and agreed upon areas of impact for the City of Inkom is shown in the map attached as Exhibit 1.

SECTION 3: COMPREHENSIVE PLAN

The Comprehensive Plan and subsequent amendments thereto, as officially adopted by Bannock County, shall apply to the area of impact within the unincorporated area of Inkom. Both the City and County shall amend their Comprehensive Plans to be consistent with this agreement, if required.

SECTION 4: ORDINANCES

The ordinances and subsequent amendments thereto, as officially adopted by Bannock County, shall apply within the area of impact.

SECTION 5: ADMINISTRATION AND ENFORCEMENT

1. Within the area of impact, Bannock County shall be responsible for the administration and enforcement of the County's ordinances.
2. Maintenance of public streets located in the area of impact shall remain the responsibility of Bannock County and the State of Idaho, unless otherwise stipulated by written agreement between Bannock County, State of Idaho and City of Inkom.
3. Law enforcement in the area of impact shall remain the responsibility of Bannock County, unless otherwise stipulated by written agreement between the County and City of Inkom.
4. Fire services in the area of impact shall remain the responsibility of the designated fire district, unless otherwise stipulated by written agreement between the County, fire district and City of Inkom.

SECTION 6: DEVELOPMENT AGREEMENTS

The County shall require development agreements for any development of property located in the area of impact when the development is connecting to City of Inkom services.

All development agreements within the area of impact of the City shall contain the following statement:

“This development may be annexed into the City of Inkom, at the sole discretion of the City, when any portion of said land becomes contiguous to the City of Inkom corporate limits, in accordance with Idaho Code Section 50-222.”

SECTION 7: PLAT REQUIREMENTS

All final plats for developments within the area of impact shall contain the following statement, when connecting to City of Inkom Services:

“This development, [insert subdivision name], may be annexed into the City of Inkom, at the sole discretion of the City, when any portion of said land becomes contiguous to the City of Inkom corporate limits.”

SECTION 8: RENEGOTIATION

The Area of Impact Agreement may be reviewed upon the request of either party hereto. Renegotiation shall begin 30 days after written request by either the City or County and shall follow procedures for the original negotiation, as set forth in Idaho Code, Section 67-6526.

SECTION 9: REPEALING CLAUSE

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

SECTION 10: SEVERABILITY

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

SECTION 11: EFFECTIVE DATE

This ordinance shall be in full force and effect from and after its passage and publication, as required by law.

ADOPTED this 16th day of December, 2025.

Bannock County Board of Commissioners

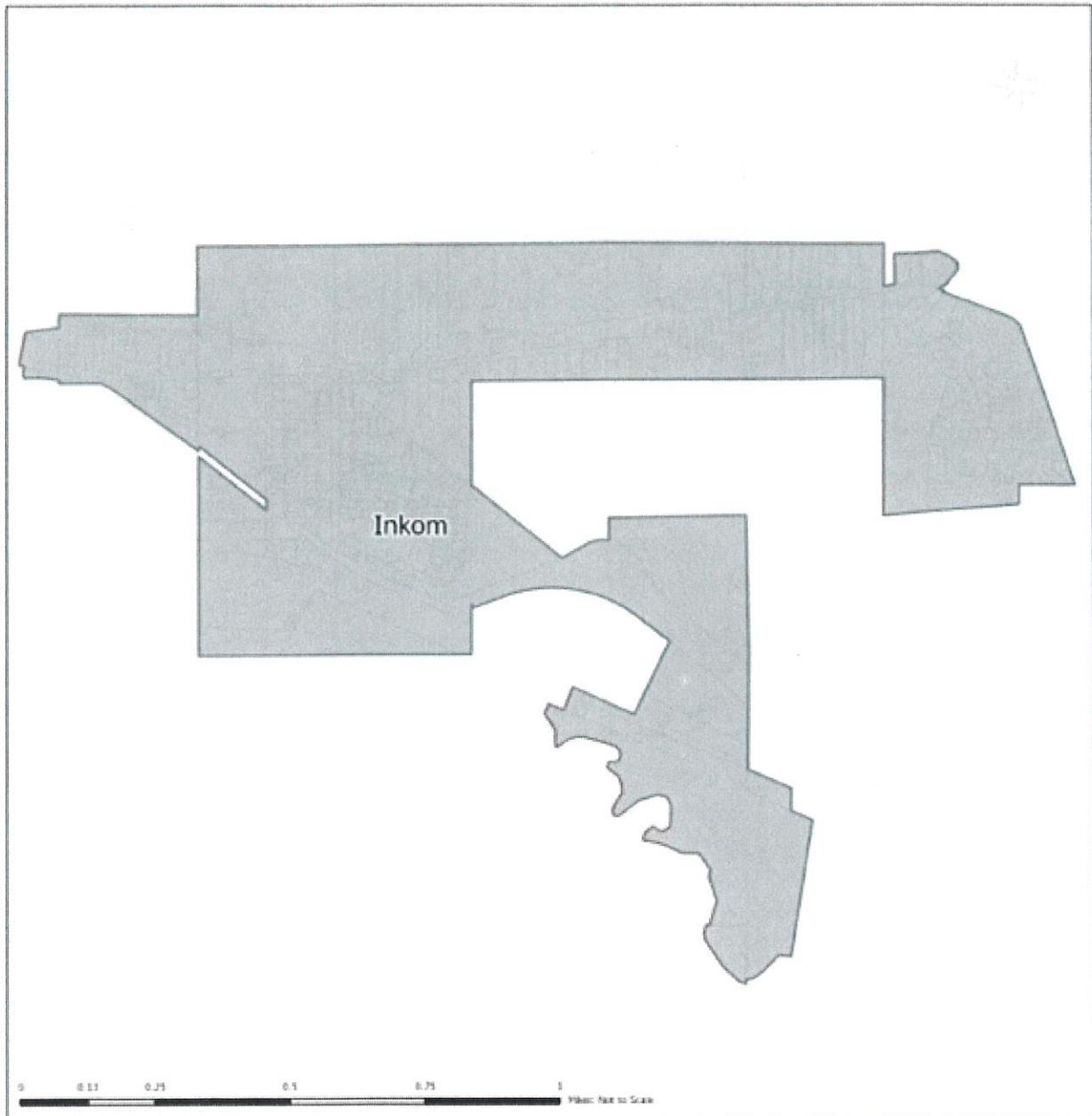
Jeff Hough, Chair

Ernie Moser, Member

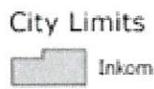
Ken Bullock, Member

ATTEST: _____
Jason C. Dixon, Clerk

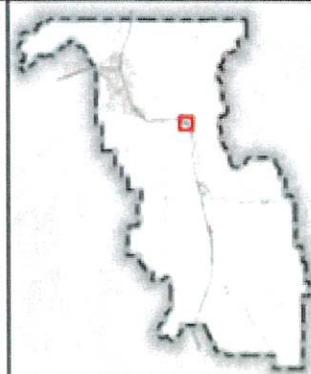
EXHIBIT 1



Area Of Impact (AOI) for the City of Inkom *



* The City of Inkom does not have an Area of Impact



PUBLIC NOTICE OF BANNOCK COUNTY ORDINANCE ADOPTION

The Board of Commissioners of Bannock County, Idaho, hereby gives notice of the adoption of Ordinance 2025-10. A summary of the Ordinance includes:

AN ORDINANCE ESTABLISHING AN AREA OF IMPACT FOR THE **CITY OF INKOM**; IDENTIFYING THE AUTHORITY REQUIRING ITS ADOPTION; ADOPTING A MAP OF IMPACT BOUNDARIES; IDENTIFYING THE ORDINANCES THAT SHALL APPLY WITHIN THE ESTABLISHED AREA OF IMPACT; IDENTIFYING METHODS AND PROCEDURES FOR APPLICATION, ADMINISTRATION AND ENFORCEMENT OF THE COMPREHENSIVE PLAN AND ORDINANCES THAT SHALL APPLY WITHIN THE ESTABLISHED AREA OF IMPACT; ESTABLISHING AN EFFECTIVE DATE PURSUANT TO LOCAL LAND USE PLANNING ACT, IDAHO CODE SECTION 67-6526.

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

BOARD OF BANNOCK COUNTY COMMISSIONERS

Jeff Hough, Chair

Ernie Moser, Member

Ken Bullock, Member

ATTEST: _____
Jason C. Dixon, Clerk

This is a true and complete summary of Ordinance 2025-10 and provides adequate notice to the public.

JASON C. DIXON, CLERK

Publication Date: Dec. 20, 2025



COUNTY ORDINANCE 2025-11
Bannock County, Idaho

City of Lava Hot Springs Area of Impact
 Bannock County, Idaho

AN ORDINANCE ESTABLISHING AN AREA OF IMPACT FOR THE **CITY OF LAVA HOT SPRINGS**; IDENTIFYING THE AUTHORITY REQUIRING ITS ADOPTION; ADOPTING A MAP OF IMPACT BOUNDARIES; IDENTIFYING THE ORDINANCES THAT SHALL APPLY WITHIN THE ESTABLISHED AREA OF IMPACT; IDENTIFYING METHODS AND PROCEDURES FOR APPLICATION, ADMINISTRATION AND ENFORCEMENT OF THE COMPREHENSIVE PLAN AND ORDINANCES THAT SHALL APPLY WITHIN THE ESTABLISHED AREA OF IMPACT; ESTABLISHING AN EFFECTIVE DATE PURSUANT TO LOCAL LAND USE PLANNING ACT, IDAHO CODE SECTION 67-6526.

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

SECTION 1: PURPOSE

The purpose of this ordinance is to establish an Area of Impact for the City of Lava Hot Springs. When identifying an area of impact, the following criteria shall be considered:

1. Anticipated commercial and residential growth;
2. Geographic factors;
3. Transportation infrastructure and systems, including connectivity;
4. Areas where municipal or public sewer and water are expected to be provided within five (5) years; and
5. Other public service district boundaries.

In addition to the criteria set forth in this section, an area of impact shall not exceed the areas that are very likely to be annexed to the city within the next five (5) years.

SECTION 2: GEOGRAPHIC AREA OF IMPACT

The officially adopted and agreed upon areas of impact for the City of Lava Hot Springs is shown in the map attached as Exhibit 1.

SECTION 3: COMPREHENSIVE PLAN

The Comprehensive Plan and subsequent amendments thereto, as officially adopted by Bannock County, shall apply to the area of impact within the unincorporated area of Lava Hot Springs. Both the City and County shall amend their Comprehensive Plans to be consistent with this agreement, if required.

SECTION 4: ORDINANCES

The ordinances and subsequent amendments thereto, as officially adopted by Bannock County, shall apply within the area of impact.

SECTION 5: ADMINISTRATION AND ENFORCEMENT

1. Within the area of impact, Bannock County shall be responsible for the administration and enforcement of the County's ordinances.
2. Maintenance of public streets located in the area of impact shall remain the responsibility of Bannock County and the State of Idaho, unless otherwise stipulated by written agreement between Bannock County, State of Idaho and City of Lava Hot Springs.
3. Law enforcement in the area of impact shall remain the responsibility of Bannock County, unless otherwise stipulated by written agreement between the County and City of Lava Hot Springs.
4. Fire services in the area of impact shall remain the responsibility of the designated fire district, unless otherwise stipulated by written agreement between the County, fire district and City of Lava Hot Springs.

SECTION 6: DEVELOPMENT AGREEMENTS

The County shall require development agreements for any development of property located in the area of impact when the development is connecting to City of Lava Hot Springs services.

All development agreements within the area of impact of the City shall contain the following statement:

“This development may be annexed into the City of Lava Hot Springs, at the sole discretion of the City, when any portion of said land becomes contiguous to the City of Lava Hot Springs corporate limits, in accordance with Idaho Code Section 50-222.”

SECTION 7: PLAT REQUIREMENTS

All final plats for developments within the area of impact shall contain the following statement, when connecting to City of Lava Hot Springs Services:

“This development, [insert subdivision name], may be annexed into the City of Lava Hot Springs, at the sole discretion of the City, when any portion of said land becomes contiguous to the City of Lava Hot Springs corporate limits.”

SECTION 8: RENEGOTIATION

The Area of Impact Agreement may be reviewed upon the request of either party hereto. Renegotiation shall begin 30 days after written request by either the City or County and shall follow procedures for the original negotiation, as set forth in Idaho Code, Section 67-6526.

SECTION 9: REPEALING CLAUSE

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

SECTION 10: SEVERABILITY

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

SECTION 11: EFFECTIVE DATE

This ordinance shall be in full force and effect from and after its passage and publication, as required by law.

ADOPTED this 16th day of December, 2025.

Bannock County Board of Commissioners

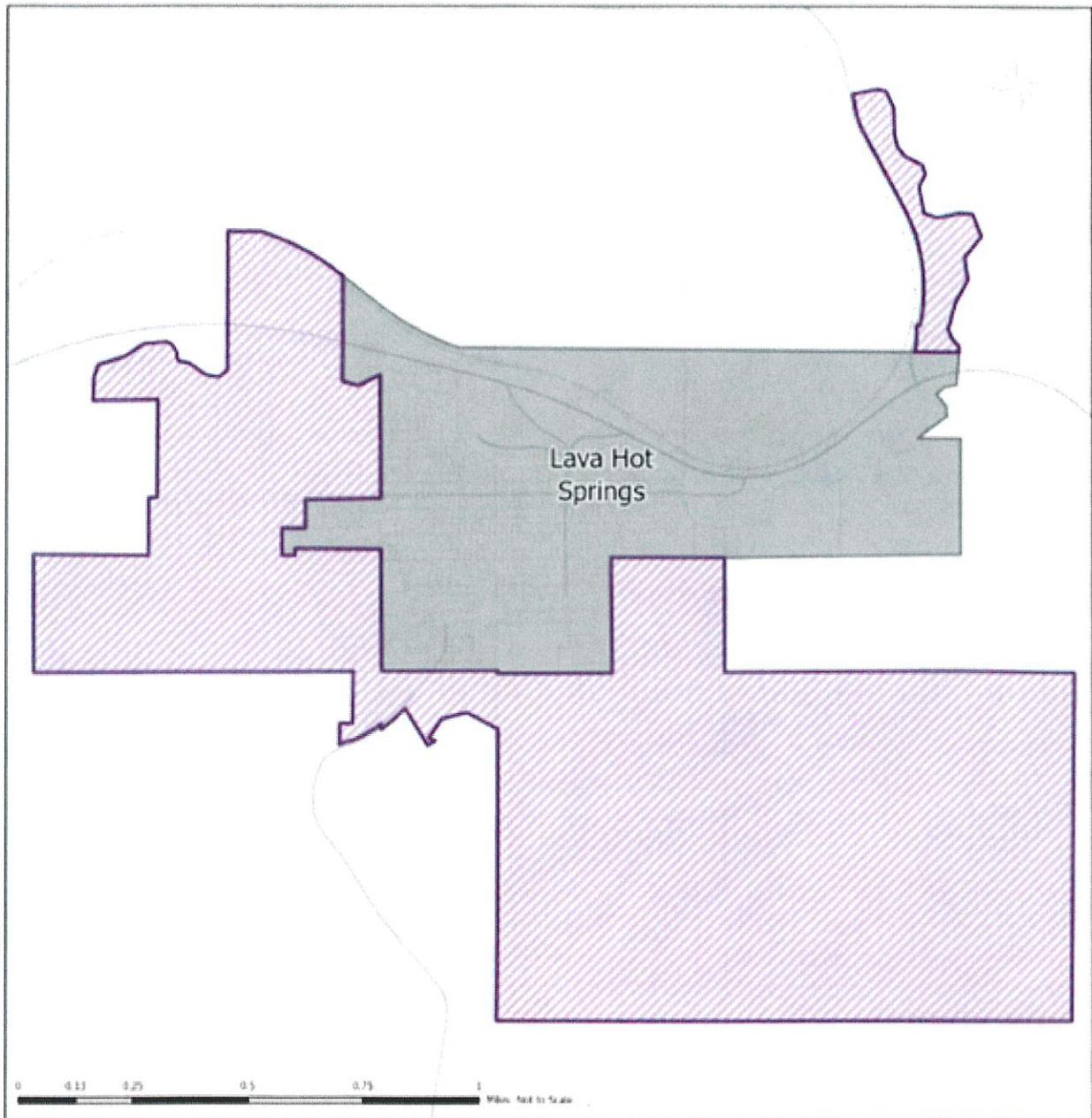
Jeff Hough, Chair

Ernie Moser, Member

Ken Bullock, Member

ATTEST: _____
Jason C. Dixon, Clerk

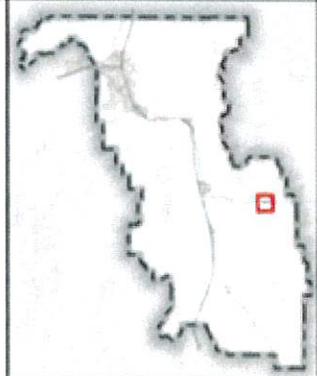
EXHIBIT 1



Area Of Impact (AOI) for the City of Lava Hot Springs

AOI


City Limits
 Lava Hot Springs



PUBLIC NOTICE OF BANNOCK COUNTY ORDINANCE ADOPTION

The Board of Commissioners of Bannock County, Idaho, hereby gives notice of the adoption of Ordinance 2025-11. A summary of the Ordinance includes:

AN ORDINANCE ESTABLISHING AN AREA OF IMPACT FOR THE **CITY OF LAVA HOT SPRINGS**; IDENTIFYING THE AUTHORITY REQUIRING ITS ADOPTION; ADOPTING A MAP OF IMPACT BOUNDARIES; IDENTIFYING THE ORDINANCES THAT SHALL APPLY WITHIN THE ESTABLISHED AREA OF IMPACT; IDENTIFYING METHODS AND PROCEDURES FOR APPLICATION, ADMINISTRATION AND ENFORCEMENT OF THE COMPREHENSIVE PLAN AND ORDINANCES THAT SHALL APPLY WITHIN THE ESTABLISHED AREA OF IMPACT; ESTABLISHING AN EFFECTIVE DATE PURSUANT TO LOCAL LAND USE PLANNING ACT, IDAHO CODE SECTION 67-6526.

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

BOARD OF BANNOCK COUNTY COMMISSIONERS

Jeff Hough, Chair

Ernie Moser, Member

Ken Bullock, Member

ATTEST: _____
Jason C. Dixon, Clerk

This is a true and complete summary of Ordinance 2025-11 and provides adequate notice to the public.

JASON C. DIXON, CLERK

Publication Date: Dec. 20, 2025



COUNTY ORDINANCE 2025-12
Bannock County, Idaho

City of McCammon Area of Impact
 Bannock County, Idaho

AN ORDINANCE ESTABLISHING AN AREA OF IMPACT FOR THE **CITY OF MCCAMMON**; IDENTIFYING THE AUTHORITY REQUIRING ITS ADOPTION; ADOPTING A MAP OF IMPACT BOUNDARIES; IDENTIFYING THE ORDINANCES THAT SHALL APPLY WITHIN THE ESTABLISHED AREA OF IMPACT; IDENTIFYING METHODS AND PROCEDURES FOR APPLICATION, ADMINISTRATION AND ENFORCEMENT OF THE COMPREHENSIVE PLAN AND ORDINANCES THAT SHALL APPLY WITHIN THE ESTABLISHED AREA OF IMPACT; ESTABLISHING AN EFFECTIVE DATE PURSUANT TO LOCAL LAND USE PLANNING ACT, IDAHO CODE SECTION 67-6526.

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

SECTION 1: PURPOSE

The purpose of this ordinance is to establish an Area of Impact for the City of McCammon. When identifying an area of impact, the following criteria shall be considered:

1. Anticipated commercial and residential growth;
2. Geographic factors;
3. Transportation infrastructure and systems, including connectivity;
4. Areas where municipal or public sewer and water are expected to be provided within five (5) years; and
5. Other public service district boundaries.

In addition to the criteria set forth in this section, an area of impact shall not exceed the areas that are very likely to be annexed to the city within the next five (5) years.

SECTION 2: GEOGRAPHIC AREA OF IMPACT

The officially adopted and agreed upon areas of impact for the City of McCammon is shown in the map attached as Exhibit 1.

SECTION 3: COMPREHENSIVE PLAN

The Comprehensive Plan and subsequent amendments thereto, as officially adopted by Bannock County, shall apply to the area of impact within the unincorporated area of McCammon. Both the City and County shall amend their Comprehensive Plans to be consistent with this agreement, if required.

SECTION 4: ORDINANCES

The ordinances and subsequent amendments thereto, as officially adopted by Bannock County, shall apply within the area of impact.

SECTION 5: ADMINISTRATION AND ENFORCEMENT

1. Within the area of impact, Bannock County shall be responsible for the administration and enforcement of the County's ordinances.
2. Maintenance of public streets located in the area of impact shall remain the responsibility of Bannock County and the State of Idaho, unless otherwise stipulated by written agreement between Bannock County, State of Idaho and City of McCammon.
3. Law enforcement in the area of impact shall remain the responsibility of Bannock County, unless otherwise stipulated by written agreement between the County and City of McCammon.
4. Fire services in the area of impact shall remain the responsibility of the designated fire district, unless otherwise stipulated by written agreement between the County, fire district and City of McCammon.

SECTION 6: DEVELOPMENT AGREEMENTS

The County shall require development agreements for any development of property located in the area of impact when the development is connecting to City of McCammon services.

All development agreements within the area of impact of the City shall contain the following statement:

“This development may be annexed into the City of McCammon, at the sole discretion of the City, when any portion of said land becomes contiguous to the City of McCammon corporate limits, in accordance with Idaho Code Section 50-222.”

SECTION 7: PLAT REQUIREMENTS

All final plats for developments within the area of impact shall contain the following statement, when connecting to City of McCammon Services:

“This development, [insert subdivision name], may be annexed into the City of McCammon, at the sole discretion of the City, when any portion of said land becomes contiguous to the City of McCammon corporate limits.”

SECTION 8: RENEGOTIATION

The Area of Impact Agreement may be reviewed upon the request of either party hereto. Renegotiation shall begin 30 days after written request by either the City or County and shall follow procedures for the original negotiation, as set forth in Idaho Code, Section 67-6526.

SECTION 9: REPEALING CLAUSE

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

SECTION 10: SEVERABILITY

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

SECTION 11: EFFECTIVE DATE

This ordinance shall be in full force and effect from and after its passage and publication, as required by law.

ADOPTED this 16th day of December, 2025.

Bannock County Board of Commissioners

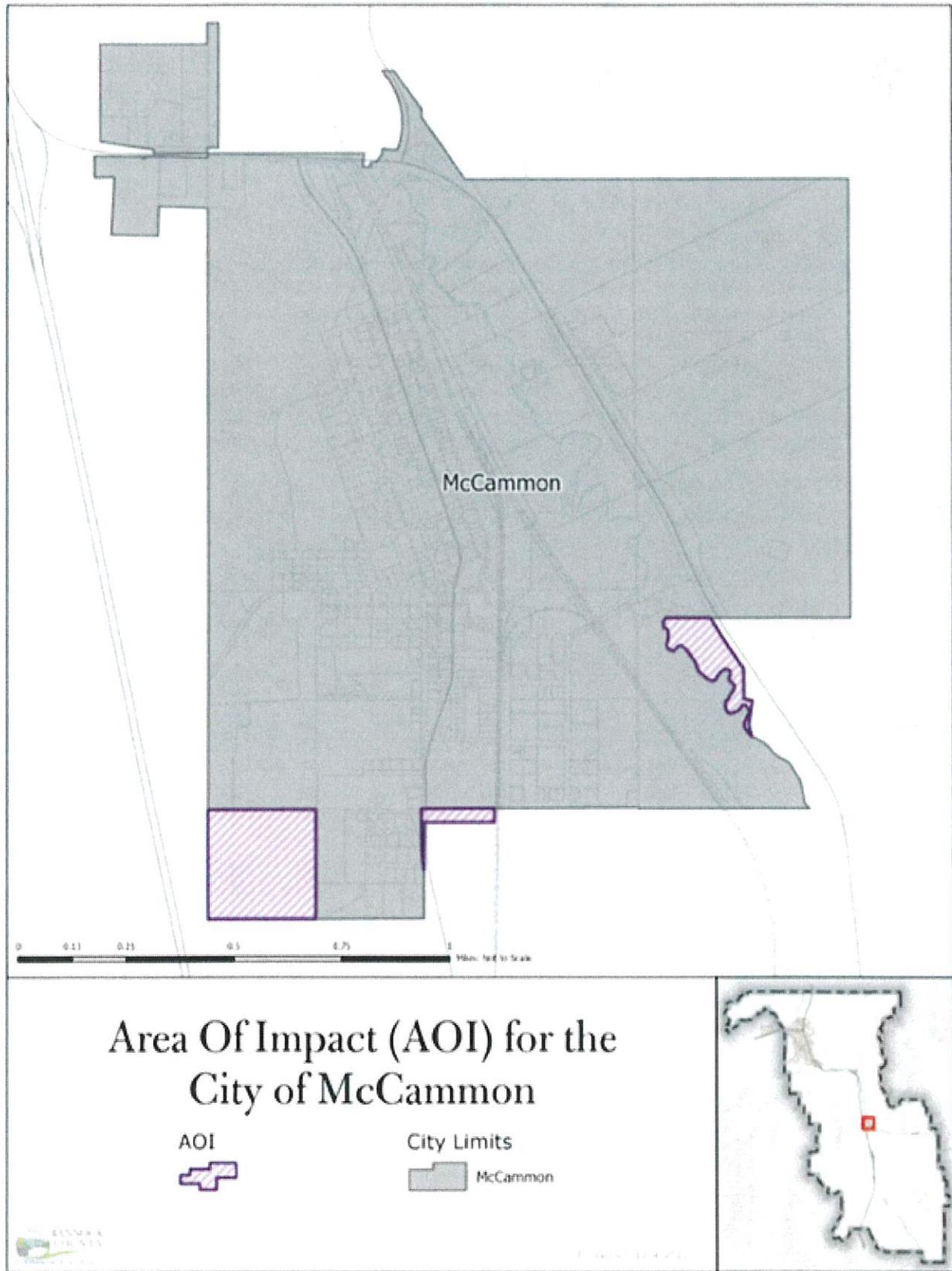
Jeff Hough, Chair

Ernie Moser, Member

Ken Bullock, Member

ATTEST: _____
Jason C. Dixon, Clerk

EXHIBIT 1



PUBLIC NOTICE OF BANNOCK COUNTY ORDINANCE ADOPTION

The Board of Commissioners of Bannock County, Idaho, hereby gives notice of the adoption of Ordinance 2025-12. A summary of the Ordinance includes:

AN ORDINANCE ESTABLISHING AN AREA OF IMPACT FOR THE **CITY OF MCCAMMON**; IDENTIFYING THE AUTHORITY REQUIRING ITS ADOPTION; ADOPTING A MAP OF IMPACT BOUNDARIES; IDENTIFYING THE ORDINANCES THAT SHALL APPLY WITHIN THE ESTABLISHED AREA OF IMPACT; IDENTIFYING METHODS AND PROCEDURES FOR APPLICATION, ADMINISTRATION AND ENFORCEMENT OF THE COMPREHENSIVE PLAN AND ORDINANCES THAT SHALL APPLY WITHIN THE ESTABLISHED AREA OF IMPACT; ESTABLISHING AN EFFECTIVE DATE PURSUANT TO LOCAL LAND USE PLANNING ACT, IDAHO CODE SECTION 67-6526.

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

BOARD OF BANNOCK COUNTY COMMISSIONERS

Jeff Hough, Chair

Ernie Moser, Member

Ken Bullock, Member

ATTEST: _____
Jason C. Dixon, Clerk

This is a true and complete summary of Ordinance 2025-12 and provides adequate notice to the public.

JASON C. DIXON, CLERK

Publication Date: Dec. 20, 2025



COUNTY ORDINANCE 2025-13
Bannock County, Idaho

City of Pocatello Area of Impact
 Bannock County, Idaho

AN ORDINANCE ESTABLISHING AN AREA OF IMPACT FOR THE **CITY OF POCATELLO**: IDENTIFYING THE AUTHORITY REQUIRING ITS ADOPTION; ADOPTING A MAP OF IMPACT BOUNDARIES; IDENTIFYING THE ORDINANCES THAT SHALL APPLY WITHIN THE ESTABLISHED AREA OF IMPACT; IDENTIFYING METHODS AND PROCEDURES FOR APPLICATION, ADMINISTRATION AND ENFORCEMENT OF THE COMPREHENSIVE PLAN AND ORDINANCES THAT SHALL APPLY WITHIN THE ESTABLISHED AREA OF IMPACT; ESTABLISHING AN EFFECTIVE DATE PURSUANT TO LOCAL LAND USE PLANNING ACT, IDAHO CODE SECTION 67-6526.

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

SECTION 1: PURPOSE

The purpose of this ordinance is to establish an Area of Impact for the City of Pocatello. When identifying an area of impact, the following criteria shall be considered:

1. Anticipated commercial and residential growth;
2. Geographic factors;
3. Transportation infrastructure and systems, including connectivity;
4. Areas where municipal or public sewer and water are expected to be provided within five (5) years; and
5. Other public service district boundaries.

In addition to the criteria set forth in this section, an area of impact shall not exceed the areas that are very likely to be annexed to the city within the next five (5) years.

SECTION 2: GEOGRAPHIC AREA OF IMPACT

The officially adopted and agreed upon areas of impact for the City of Pocatello is shown in the map attached as Exhibit 1.

SECTION 3: COMPREHENSIVE PLAN

The Comprehensive Plan and subsequent amendments thereto, as officially adopted by Bannock County, shall apply to the area of impact within the unincorporated area of Pocatello. Both the City and County shall amend their Comprehensive Plans to be consistent with this agreement, if required.

SECTION 4: ORDINANCES

The ordinances and subsequent amendments thereto, as officially adopted by Bannock County, shall apply within the area of impact.

SECTION 5: ADMINISTRATION AND ENFORCEMENT

1. Within the area of impact, Bannock County shall be responsible for the administration and enforcement of the County's ordinances.
2. Maintenance of public streets located in the area of impact shall remain the responsibility of Bannock County and the State of Idaho, unless otherwise stipulated by written agreement between Bannock County, State of Idaho and City of Pocatello.
3. Law enforcement in the area of impact shall remain the responsibility of Bannock County, unless otherwise stipulated by written agreement between the County and City of Pocatello.
4. Fire services in the area of impact shall remain the responsibility of the designated fire district, unless otherwise stipulated by written agreement between the County, fire district and City of Pocatello.

SECTION 6: DEVELOPMENT AGREEMENTS

The County shall require development agreements for any development of property located in the area of impact when the development is connecting to City of Pocatello services.

All development agreements within the area of impact of the City shall contain the following statement:

“This development may be annexed into the City of Pocatello, at the sole discretion of the City, when any portion of said land becomes contiguous to the City of Pocatello corporate limits, in accordance with Idaho Code Section 50-222.”

SECTION 7: PLAT REQUIREMENTS

All final plats for developments within the area of impact shall contain the following statement, when connecting to City of Pocatello Services:

“This development, [insert subdivision name], may be annexed into the City of Pocatello, at the sole discretion of the City, when any portion of said land becomes contiguous to the City of Pocatello corporate limits.”

SECTION 8: RENEGOTIATION

The Area of Impact Agreement may be reviewed upon the request of either party hereto. Renegotiation shall begin 30 days after written request by either the City or County and shall follow procedures for the original negotiation, as set forth in Idaho Code, Section 67-6526.

SECTION 9: REPEALING CLAUSE

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

SECTION 10: SEVERABILITY

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

SECTION 11: EFFECTIVE DATE

This ordinance shall be in full force and effect from and after its passage and publication, as required by law.

ADOPTED this 16th day of December, 2025.

Bannock County Board of Commissioners

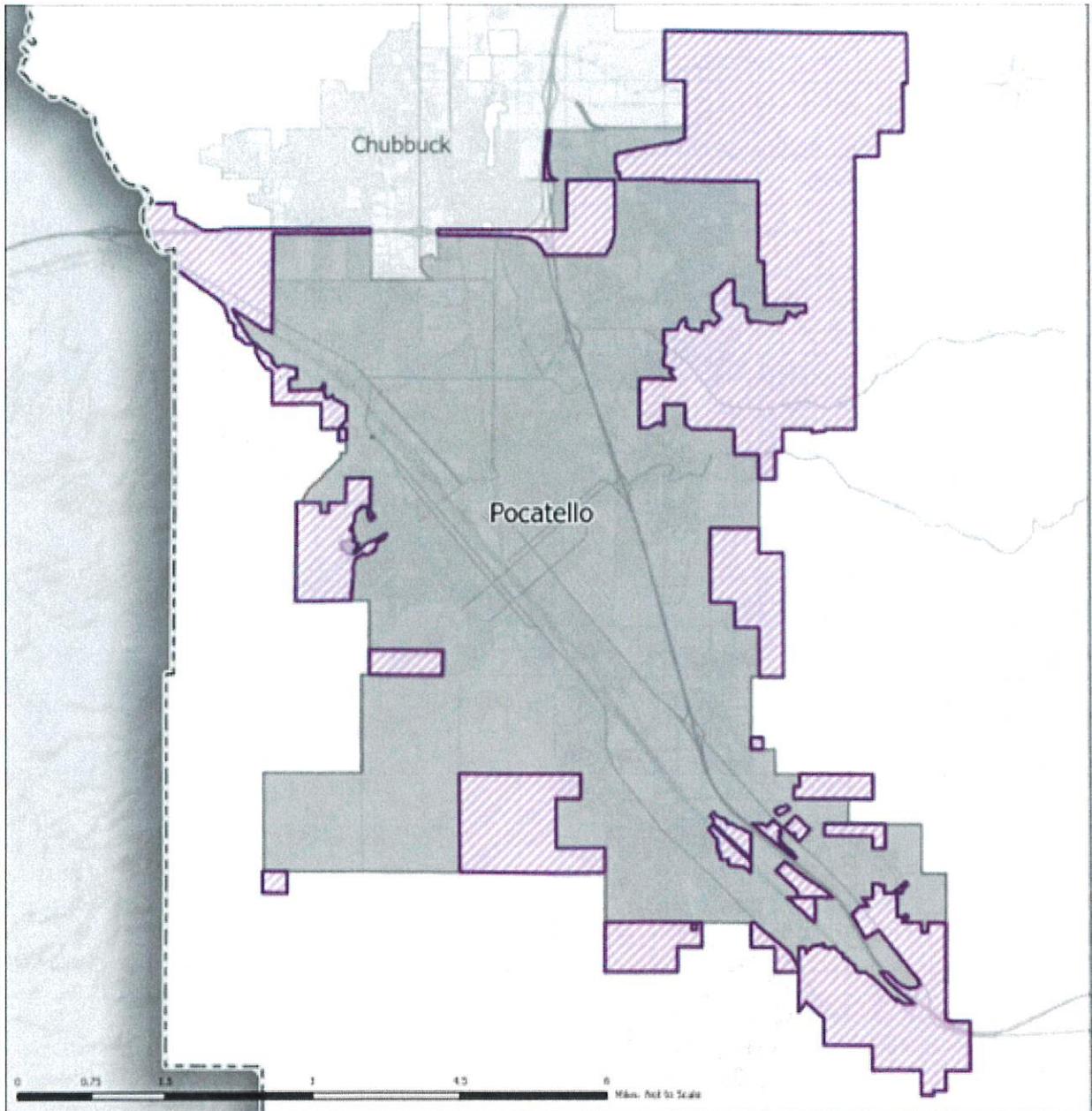
Jeff Hough, Chair

Ernie Moser, Member

Ken Bullock, Member

ATTEST: _____
Jason C. Dixon, Clerk

EXHIBIT 1



Area Of Impact (AOI) for the City of Pocatello

AOI



City Limits

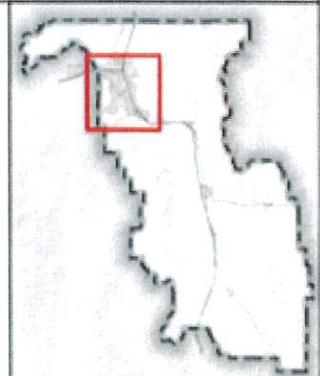


Other Cities

Bannock County



Revised: 12/4/2025



PUBLIC NOTICE OF BANNOCK COUNTY ORDINANCE ADOPTION

The Board of Commissioners of Bannock County, Idaho, hereby gives notice of the adoption of Ordinance 2025-13. A summary of the Ordinance includes:

AN ORDINANCE ESTABLISHING AN AREA OF IMPACT FOR THE **CITY OF POCATELLO**: IDENTIFYING THE AUTHORITY REQUIRING ITS ADOPTION; ADOPTING A MAP OF IMPACT BOUNDARIES; IDENTIFYING THE ORDINANCES THAT SHALL APPLY WITHIN THE ESTABLISHED AREA OF IMPACT; IDENTIFYING METHODS AND PROCEDURES FOR APPLICATION, ADMINISTRATION AND ENFORCEMENT OF THE COMPREHENSIVE PLAN AND ORDINANCES THAT SHALL APPLY WITHIN THE ESTABLISHED AREA OF IMPACT; ESTABLISHING AN EFFECTIVE DATE PURSUANT TO LOCAL LAND USE PLANNING ACT, IDAHO CODE SECTION 67-6526.

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

BOARD OF BANNOCK COUNTY COMMISSIONERS

Jeff Hough, Chair

Ernie Moser, Member

Ken Bullock, Member

ATTEST: _____
Jason C. Dixon, Clerk

This is a true and complete summary of Ordinance 2025-13 and provides adequate notice to the public.

JASON C. DIXON, CLERK

Publication Date: Dec. 20, 2025



COUNTY ORDINANCE 2025-07
Bannock County, Idaho

City of Arimo Area of Impact

AN ORDINANCE ESTABLISHING AN AREA OF IMPACT FOR THE **CITY OF ARIMO**: IDENTIFYING THE AUTHORITY REQUIRING ITS ADOPTION; ADOPTING A MAP OF IMPACT BOUNDARIES; IDENTIFYING THE ORDINANCES THAT SHALL APPLY WITHIN THE ESTABLISHED AREA OF IMPACT; IDENTIFYING METHODS AND PROCEDURES FOR APPLICATION, ADMINISTRATION AND ENFORCEMENT OF THE COMPREHENSIVE PLAN AND ORDINANCES THAT SHALL APPLY WITHIN THE ESTABLISHED AREA OF IMPACT; ESTABLISHING AN EFFECTIVE DATE PURSUANT TO LOCAL LAND USE PLANNING ACT, IDAHO CODE SECTION 67-6526.

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

SECTION 1: PURPOSE

The purpose of this ordinance is to establish an Area of Impact for the City of Arimo. When identifying an area of impact, the following criteria shall be considered:

1. Anticipated commercial and residential growth;
2. Geographic factors;
3. Transportation infrastructure and systems, including connectivity;
4. Areas where municipal or public sewer and water are expected to be provided within five (5) years; and
5. Other public service district boundaries.

In addition to the criteria set forth in this section, an area of impact shall not exceed the areas that are very likely to be annexed to the city within the next five (5) years.

SECTION 2: GEOGRAPHIC AREA OF IMPACT

The officially adopted and agreed upon areas of impact for the City of Arimo are shown in the map attached as Exhibit 1.

SECTION 3: COMPREHENSIVE PLAN

The Comprehensive Plan and subsequent amendments thereto, as officially adopted by Bannock County, shall apply to the area of impact within the unincorporated area of Arimo. Both the City and County shall amend their Comprehensive Plans to be consistent with this agreement, if required.

SECTION 4: ORDINANCES

The ordinances and subsequent amendments thereto, as officially adopted by Bannock County, shall apply within the area of impact.

SECTION 5: ADMINISTRATION AND ENFORCEMENT

1. Within the area of impact, Bannock County shall be responsible for the administration and enforcement of the County's ordinances.
2. Maintenance of public streets located in the area of impact shall remain the responsibility of Bannock County and the State of Idaho, unless otherwise stipulated by written agreement between Bannock County, State of Idaho and City of Arimo.
3. Law enforcement in the area of impact shall remain the responsibility of Bannock County, unless otherwise stipulated by written agreement between the County and City of Arimo.
4. Fire services in the area of impact shall remain the responsibility of the designated fire district, unless otherwise stipulated by written agreement between the County, fire district and City of Arimo.

SECTION 6: DEVELOPMENT AGREEMENTS

The County shall require development agreements for any development of property located in the area of impact when the development is connecting to City of Arimo services.

All development agreements within the area of impact of the City shall contain the following statement:

“This development may be annexed into the City of Arimo, at the sole discretion of the City, when any portion of said land becomes contiguous to the City of Arimo corporate limits, in accordance with Idaho Code Section 50-222.”

SECTION 7: PLAT REQUIREMENTS

All final plats for developments within the area of impact shall contain the following statement, when connecting to City of Arimo Services:

“This development, [insert subdivision name], may be annexed into the City of Arimo, at the sole discretion of the City, when any portion of said land becomes contiguous to the City of Arimo corporate limits.”

SECTION 8: RENEGOTIATION

The Area of Impact Agreement may be reviewed upon the request of either party hereto. Renegotiation shall begin 30 days after written request by either the City or County and shall follow procedures for the original negotiation, as set forth in Idaho Code, Section 67-6526.

SECTION 9: REPEALING CLAUSE

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

SECTION 10: SEVERABILITY

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

SECTION 11: EFFECTIVE DATE

This ordinance shall be in full force and effect from and after its passage and publication, as required by law.

ADOPTED this 16th day of December, 2025.

Bannock County Board of Commissioners

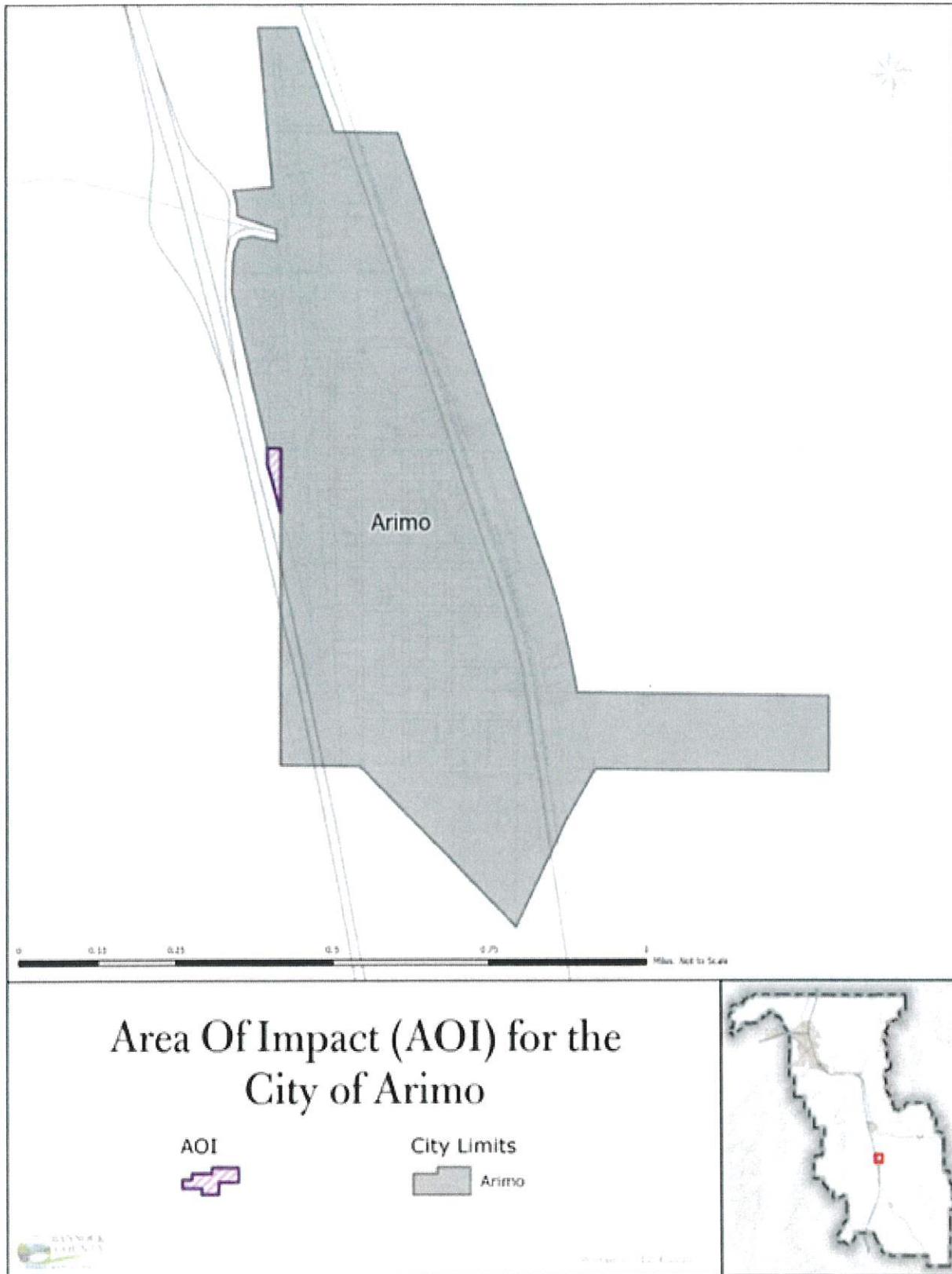
Jeff Hough, Chair

Ernie Moser, Member

Ken Bullock, Member

ATTEST: _____
Jason C. Dixon, Clerk

EXHIBIT 1



PUBLIC NOTICE OF BANNOCK COUNTY ORDINANCE ADOPTION

The Board of Commissioners of Bannock County, Idaho, hereby gives notice of the adoption of Ordinance 2025-07. A summary of the Ordinance includes:

AN ORDINANCE ESTABLISHING AN AREA OF IMPACT FOR THE CITY OF ARIMO; IDENTIFYING THE AUTHORITY REQUIRING ITS ADOPTION; ADOPTING A MAP OF IMPACT BOUNDARIES; IDENTIFYING THE ORDINANCES THAT SHALL APPLY WITHIN THE ESTABLISHED AREA OF IMPACT; IDENTIFYING METHODS AND PROCEDURES FOR APPLICATION, ADMINISTRATION AND ENFORCEMENT OF THE COMPREHENSIVE PLAN AND ORDINANCES THAT SHALL APPLY WITHIN THE ESTABLISHED AREA OF IMPACT; ESTABLISHING AN EFFECTIVE DATE PURSUANT TO LOCAL LAND USE PLANNING ACT, IDAHO CODE SECTION 67-6526.

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

BOARD OF BANNOCK COUNTY COMMISSIONERS

Jeff Hough, Chair

Ernie Moser, Member

Ken Bullock, Member

ATTEST: _____
Jason C. Dixon, Clerk

This is a true and complete summary of Ordinance 2025-07 and provides adequate notice to the public.

JASON C. DIXON, CLERK

Publication Date: Dec. 20, 2025

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COUNTY ORDINANCE 2025-08
Bannock County, Idaho

City of Chubbuck Area of Impact

AN ORDINANCE ESTABLISHING AN AREA OF IMPACT FOR THE **CITY OF CHUBBUCK**; IDENTIFYING THE AUTHORITY REQUIRING ITS ADOPTION; ADOPTING A MAP OF IMPACT BOUNDARIES; IDENTIFYING THE ORDINANCES THAT SHALL APPLY WITHIN THE ESTABLISHED AREA OF IMPACT; IDENTIFYING METHODS AND PROCEDURES FOR APPLICATION, ADMINISTRATION AND ENFORCEMENT OF THE COMPREHENSIVE PLAN AND ORDINANCES THAT SHALL APPLY WITHIN THE ESTABLISHED AREA OF IMPACT; ESTABLISHING AN EFFECTIVE DATE PURSUANT TO LOCAL LAND USE PLANNING ACT, IDAHO CODE SECTION 67-6526.

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

SECTION 1: PURPOSE

The purpose of this ordinance is to establish an Area of Impact for the City of Chubbuck. When identifying an area of impact, the following criteria shall be considered:

1. Anticipated commercial and residential growth;
2. Geographic factors;
3. Transportation infrastructure and systems, including connectivity;
4. Areas where municipal or public sewer and water are expected to be provided within five (5) years; and
5. Other public service district boundaries.

In addition to the criteria set forth in this section, an area of impact shall not exceed the areas that are very likely to be annexed to the city within the next five (5) years.

SECTION 2: GEOGRAPHIC AREA OF IMPACT

The officially adopted and agreed upon areas of impact for the City of Chubbuck is shown in the map attached as Exhibit 1.

SECTION 3: COMPREHENSIVE PLAN

The Comprehensive Plan and subsequent amendments thereto, as officially adopted by Bannock County, shall apply to the area of impact within the unincorporated area of Chubbuck. Both the City and County shall amend their Comprehensive Plans to be consistent with this agreement, if required.

SECTION 4: ORDINANCES

The ordinances and subsequent amendments thereto, as officially adopted by Bannock County, shall apply within the area of impact.

SECTION 5: ADMINISTRATION AND ENFORCEMENT

1. Within the area of impact, Bannock County shall be responsible for the administration and enforcement of the County's ordinances.
2. Maintenance of public streets located in the area of impact shall remain the responsibility of Bannock County and the State of Idaho, unless otherwise stipulated by written agreement between Bannock County, State of Idaho and City of Chubbuck.
3. Law enforcement in the area of impact shall remain the responsibility of Bannock County, unless otherwise stipulated by written agreement between the County and City of Chubbuck.
4. Fire services in the area of impact shall remain the responsibility of the designated fire district, unless otherwise stipulated by written agreement between the County, fire district, and City of Chubbuck.

SECTION 6: DEVELOPMENT AGREEMENTS

The County shall require development agreements for any development of property located in the area of impact when the development is connecting to City of Chubbuck services.

All development agreements within the area of impact of the City shall contain the following statement:

“This development may be annexed into the City of Chubbuck, at the sole discretion of the City, when any portion of said land becomes contiguous to the City of Chubbuck corporate limits, in accordance with Idaho Code Section 50-222.”

SECTION 7: PLAT REQUIREMENTS

All final plats for developments within the area of impact shall contain the following statement, when connecting to City of Chubbuck Services:

“This development, [insert subdivision name], may be annexed into the City of Chubbuck, at the sole discretion of the City, when any portion of said land becomes contiguous to the City of Chubbuck corporate limits.”

SECTION 8: RENEGOTIATION

The Area of Impact Agreement may be reviewed upon the request of either party hereto. Renegotiation shall begin 30 days after written request by either the City or County and shall follow procedures for the original negotiation, as set forth in Idaho Code, Section 67-6526.

SECTION 9: REPEALING CLAUSE

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

SECTION 10: SEVERABILITY

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

SECTION 11: EFFECTIVE DATE

This ordinance shall be in full force and effect from and after its passage and publication, as required by law.

ADOPTED this 16th day of December, 2025.

Bannock County Board of Commissioners

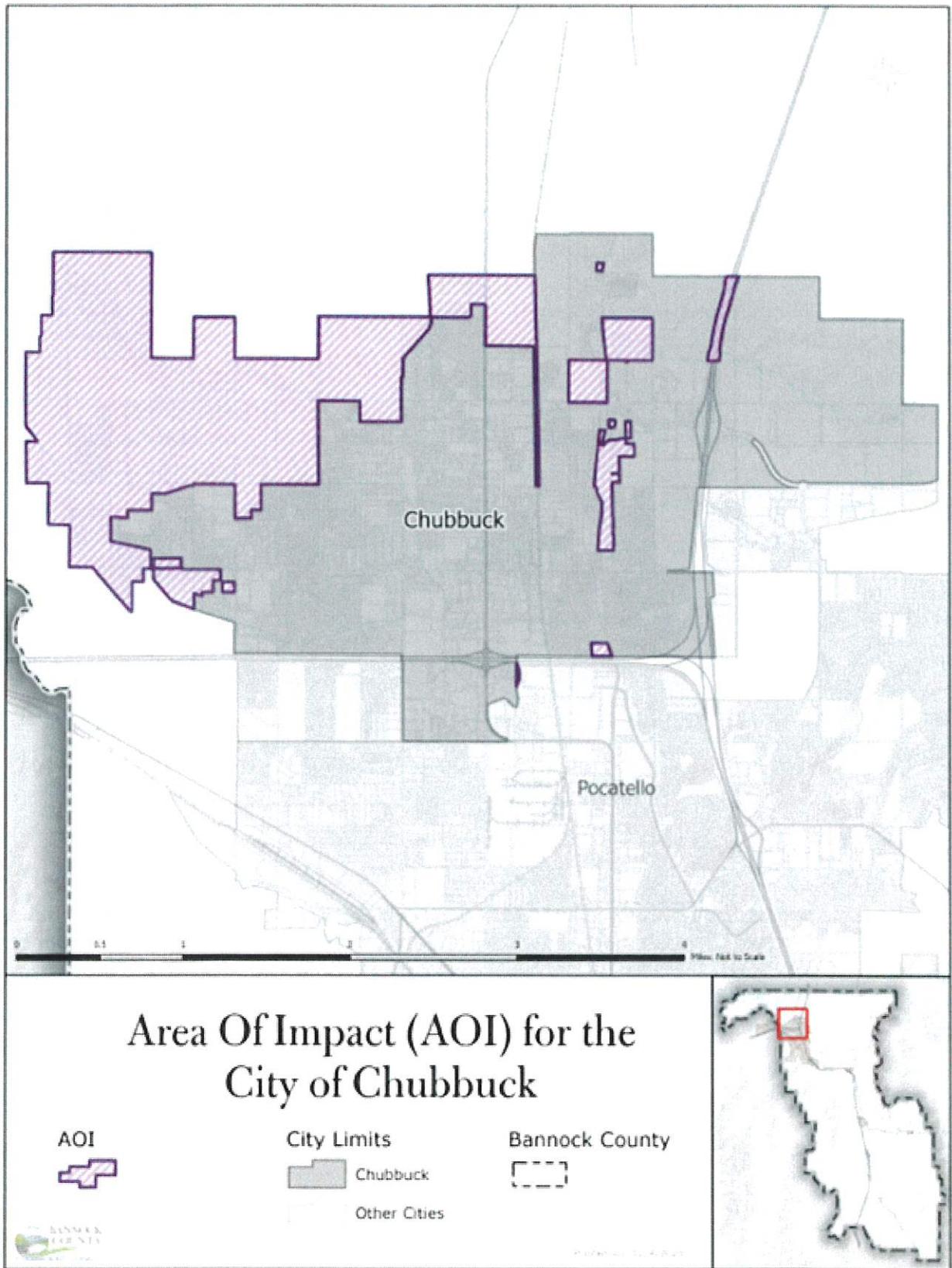
Jeff Hough, Chair

Ernie Moser, Member

Ken Bullock, Member

ATTEST: _____
Jason C. Dixon, Clerk

EXHIBIT 1



PUBLIC NOTICE OF BANNOCK COUNTY ORDINANCE ADOPTION

The Board of Commissioners of Bannock County, Idaho, hereby gives notice of the adoption of Ordinance 2025-08. A summary of the Ordinance includes:

AN ORDINANCE ESTABLISHING AN AREA OF IMPACT FOR THE **CITY OF CHUBBUCK**; IDENTIFYING THE AUTHORITY REQUIRING ITS ADOPTION; ADOPTING A MAP OF IMPACT BOUNDARIES; IDENTIFYING THE ORDINANCES THAT SHALL APPLY WITHIN THE ESTABLISHED AREA OF IMPACT; IDENTIFYING METHODS AND PROCEDURES FOR APPLICATION, ADMINISTRATION AND ENFORCEMENT OF THE COMPREHENSIVE PLAN AND ORDINANCES THAT SHALL APPLY WITHIN THE ESTABLISHED AREA OF IMPACT; ESTABLISHING AN EFFECTIVE DATE PURSUANT TO LOCAL LAND USE PLANNING ACT, IDAHO CODE SECTION 67-6526.

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

BOARD OF BANNOCK COUNTY COMMISSIONERS

Jeff Hough, Chair

Ernie Moser, Member

Ken Bullock, Member

ATTEST: _____
Jason C. Dixon, Clerk

This is a true and complete summary of Ordinance 2025-08 and provides adequate notice to the public.

JASON C. DIXON, CLERK

Publication Date: Dec. 20, 2025

BANNOCK COUNTY COMMISSIONERS

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



ERNIE MOSER
 Commissioner
 1st District

JEFF HOUGH
 Commissioner
 2nd District

KEN BULLOCK
 Commissioner
 3rd District

Business Meeting Agenda Request Form

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

Requestor Name:

Tony Manu

Department:

Sheriff

Requestor Email:

terecaa@bannockcounty.gov

Item(s) to be considered:

Signature Only: Sharp Performances Agreement. This agreement was discussed in the meeting on
 [REDACTED] 11/18/25

Date of meeting being requested:

12/16/2025

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:

Signature Only

Memo

From: Bannock County Commission Office Staff

Date: December 9, 2025

Re: Authorization to dispose documents

Dear Commissioners,

I am requesting authorization from the Bannock County Commissioners to dispose of documents according to the records destruction schedule set forth by the Bannock County Clerk's Office. Please see the list below:

Boxes/Documents to Dispose	
Department/Year/Description	Document(s)
Commission - 2000	Indigent Appeals and Reimbursements, Juvenile Training documents, P & D misc. documents, Landfill RFP
	Bid Openings/RFPs - Landfill expansion, tractors, trash collection. Miscellaneous, tort claims,
	GIFF letters and minutes
Commission - 2003	Planning and Development misc documents, Indigent appeals, Fire District, Juvenile, County Property, Fairboard agendas
Commission - 2005	Veterans - Old Documents

Thank you for your consideration in this matter.

BANNOCK COUNTY COMMISSIONERS

Jeff Hough, Chairman

Ernie Moser, Commissioner

Ken Bullock, Commissioner

**BOARD OF BANNOCK COUNTY COMMISSIONERS
MINUTES CERTIFICATION**

We, the Board of Bannock County Commissioners, hereby certify approval of the minutes of the Bannock County Commissioners' meetings inclusive of the date(s) of December 9 and 11, 2025, as approved during the meeting of December 16, 2025.

BOARD OF BANNOCK COUNTY COMMISSIONERS

Jeff Hough, Chair

Ernie Moser, Member

Ken Bullock, Member

ATTEST:

Jason C. Dixon, Clerk



MINUTES OF THE BOARD OF BANNOCK COUNTY COMMISSIONERS

Meeting Details

Date of Meeting:	Tuesday, December 9, 2025
Commissioners present:	Ernie Moser, Jeff Hough, and Ken Bullock
Clerk of the Board:	Jason C. Dixon
Absent Board Members:	
Staff present:	Deputy Clerk Nancy Allen, Comptroller Kristi Klauser, HR Director Matthew Phillips, and Attorney Jonathan Radford

Agenda Details

AGENDA	
	Regular Business and Claims Meeting (action items)
	Agenda:
1	• Indigent Business may require an Executive Session pursuant to Idaho Code §74-206(1)(d) to consider records exempt from public disclosure (action item)
2	• Christopher Robinson, requesting signature on Quit Claim Deeds correcting legal descriptions around Hawkins Reservoir (requested 10 minutes) (action item)
3	• Julie Hancock, Elections, regarding signature on Canvass of Votes for Election held on December 2, 2025 (requested 10 minutes) (action item)
4	• Anita Hymas, Assessor, seeking signature on 2025 Property Tax Roll Tax Cancellation Requests (requested 5 minutes) (action item)
5	• Matt Olsen, Juvenile Justice, requesting signature on revised Passthrough Funds Recipient Agreement with the Idaho Department of Juvenile Corrections (requested 5 minutes) (action items)
6	• Ashley Bringham, D6 Treatment, regarding an Independent Contractor Agreement for Professional or Consultant Services (requested 10 minutes) (action item)
7	• Kiel Burmester, Public Works, providing a monthly Public Works update (requested 10 minutes) (action item)
8	• Shanda Crystal, Procurement, seeking (1) signature on Independent Surveyor Agreement, and (2) providing a Procurement update (requesting 5 minutes) (action item)
9	• Ratify Parade Permit for the Annual Pearl Harbor Remembrance (action item)
10	• Ian Johnson, Prosecutor, requesting a discussion pertaining to personnel with possible Executive Session under Idaho Code §74-206(1)(a)&(b) regarding personnel with potential action following adjournment of Executive Session (requested 5 minutes) (action item)
11	SIGNATURE ONLY (action items): Quit Claim Deed Commissioners' Proceedings for November 2025 CONSENT AGENDA (action items): <ul style="list-style-type: none"> • Manual Checks • Alcohol Licenses and Catering Permits • Certificate of Residency Approval • Salary Rate Approval Forms/Notice of Separation with Potential Executive Session under Idaho Code §74-206(1)(a)&(b) regarding personnel with potential action following adjournment of Executive Session • Mileage and Travel Approvals • Minutes: Approval of and signature on certification of meeting minutes from December 2, 2025

Meeting Notes

- 1 9:01 AM Hough called the meeting to order. There were no indigent cases.
- 2 9:01 AM Wade Egan appeared and reviewed properties near Hawkins Reservoir owned by Bannock County, Potter Creek and Marsh Center Irrigation Company. The original legal descriptions are lacking. A surveyor was hired and proposed quit claim deeds to correct some discrepancies. Radford explained this is settling a civil dispute of property boundaries.
9:08 AM Assessor Anita Hymas and Cadastral Coordinator Jeremy Messick were invited to the table. Messick has reviewed the surveyor's documents and agreed the legal description does not match what is on the ground with approximately 110-foot difference. The quit claim deeds will solve the issue. Moser moved to approve quit claim deeds correcting legal descriptions around Hawkins Reservoir. The motion passed.
- 3 9:11 AM Hancock reviewed the December 2 election. Bullock moved to accept the results of the election. The motion passed.
- 4 9:12 AM Hymas reviewed the cancellation requests. Hough moved to approve the requests. The motion passed.
- 5 9:14 AM Chief Juvenile Probation Officer Todd Mauger appeared. The agreement signed in September contained language for passthrough funds from the lottery. IDJC is requesting a revised contract as they don't oversee lottery funds. Bullock moved to authorize signature. The motion passed.
- 6 Rescheduled.
- 7 9:35 AM Updates were given for Public Works departments.
- 8 9:17 AM Subdivision Planner Alisse Foster was also present. Crystal recommended a Survey Review Roster contract with Matthew S. Baker. Moser moved to approve the agreement. The motion passed.
9:18 AM Crystal gave updates on open solicitations.
- 9 9:21 Hough moved to ratify the parade permit application. The motion passed.
- 10 9:23 AM Hough moved to enter into executive session under Idaho Code §74-206(1)(a)&(b) regarding personnel. The motion passed by roll call vote. 9:30 AM Johnson exited and Burmester and Romriell entered. 9:35 AM Hough moved to exit executive session. The motion passed.
- 11 9:50 AM Bullock moved to approve the deeds and publication of proceedings. The motion passed. Bullock moved to approve the items on the consent agenda. The motion passed.

Action Item Summary

ACTION/DIRECTION	ASSIGNED TO
Quit claim deeds were signed to clean up property boundaries near Hawkins Reservoir.	Assessor/GIS
Canvass of Votes for December 2 election accepted.	Elections
Tax cancellation requests granted.	Assessor/Treasurer/Resolution
Revised Passthrough Funds Recipient Agreement with IDJC was approved.	Juvenile
Matthew S. Baker was added to the Survey Review Roster by contract.	Planning/Procurement

Parade permit application was approved/ratified for Pearl Harbor Remembrance.	Veterans
Executive sessions held to consider personnel matters.	Clerk
Claims agenda items, quit claim deed, and publication notice for proceedings were approved.	Auditing/Clerk



MINUTES OF THE BOARD OF BANNOCK COUNTY COMMISSIONERS

Meeting Details

Date of Meeting:	Thursday, December 11, 2025
Commissioners present:	Ernie Moser and Jeff Hough
Clerk of the Board:	Nancy Allen for Jason C. Dixon
Absent Board Members:	Ken Bullock
Staff present:	Deputy Clerk Nancy Allen and Comptroller Kristi Klauser

Agenda Details

AGENDA	
	Business and Claims Meeting (action item)
	Work Session Agenda:
1	<ul style="list-style-type: none"> • Ashley Bringham, D6 Treatment, regarding signature on Independent Contractor Agreement for Professional or Consultant Services (requested 10 minutes) (action item)
2	Claims Agenda: <ul style="list-style-type: none"> • 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
3	Interview for Snow Groomer Committee with Executive Session under Idaho Code §74-206(1)(a)&(b) regarding personnel with potential action following adjournment of Executive Session (action item)

Meeting Notes

- 1 1:00 PM Hough called the meeting to order and reviewed the D6 item was pulled off the agenda.
- 2 1:00 PM Moser moved to approve the claims. The motion passed.
- 3 1:02 PM Hough moved to enter executive session under Idaho Code §74-206(1)(a)&(b) regarding personnel. The motion passed by roll call vote. 1:15 PM Hough moved to exit executive session. The motion passed.

Action Item Summary

ACTION/DIRECTION	ASSIGNED TO
Claims agenda items were approved.	Clerk/Auditing
Executive session was held to consider personnel matters.	Clerk