IDAHO FALLS



CITY COUNCIL AGENDA

City of Idaho Falls
Regular City Council Meeting
680 Park Avenue

Thursday

August 8, 2024

7:30 p.m.

Mayor

Rebecca Casper

City Council

Lisa Burtenshaw
Council President

John Radford
Council Seat 5

Jim Freeman
Council Seat 6

Michelle Ziel-Dingman
Council Seat 1

Jim Francis
Council Seat 4

Kirk Larsen
Council Seat 3

Livestream at www.idahofallsidaho.gov/429/Live-Stream

PUBLIC PARTICIPATION

Welcome to the Idaho Falls City Council Meeting.

Regularly scheduled City Council meetings are open to the general public. City Council meetings are also live-streamed and archived on the City website. Please be aware that the meeting agenda will differ from the published version if amendments to the agenda are made by the Council during the meeting.

The Council encourages public input. While a general public comment option is not required by Idaho law, the Idaho Falls City Council welcomes general public input as part of regular City Council meetings. General public comment will be allowed for up to 20 minutes. However, citizens are always welcome to contact their Council representatives via e-mail or telephone, as listed on the City website. The Council is committed to an atmosphere that promotes equal opportunity, civility, mutual respect, proper decorum and freedom from discrimination or harassment.

Those who wish to address City Council during the council meetings are encouraged to adhere to the guidelines below.

Public Comment Guidelines

Speakers are encouraged to:

- State their name and city of residence.
- Focus comments on matters within the purview of the City Council.
- Limit comments to three (3) minutes or less.
- Refrain from repeating information already presented to preserve time for others to speak. Large groups are encouraged to select one or two speakers to represent the voice of the entire group.
- Practice civility and courtesy. City leaders have the right and the responsibility to maintain order and decorum during the meeting. Time may be curtailed for those speakers whose comments are profane or disruptive in nature.
- Refrain from comments on issues involving matters currently pending before the City's Planning and Zoning Commission or other matters that require legal due process, including public hearings, City enforcement actions, and pending City personnel disciplinary matters.
- Comments that pertain to activities or performance of individual City employees should be shared directly with the City's Human Resources Director (208-612-8248), the City's Legal Department (208-612-8178) or with the Office of the Mayor (208-612-8235).

Public Hearing Guidelines

- In-person Comment. Because public hearings must follow various procedures required by law, please wait to offer your comments until comment is invited/indicated. Please address comments directly to the Council and try to limit them to three (3) minutes.
- Written Comment. The public may provide written comments via postal mail sent to City Hall or via email sent to the City Clerk at IFClerk@idahofalls.gov. Comments will be distributed to the members of the Council and become a part of the official public hearing record. Written testimony must be received no later than forty-eight (48) hours prior to the date of the hearing to ensure inclusion in the permanent City record.
- Remote Comment. When available, the public may provide live testimony remotely via the WebEx meeting platform using a phone or a computer. Those desiring public hearing access should send a valid and accurate email address to virtualattend@idahofalls.gov no later than twenty-four (24) hours prior to the date of the hearing so log-in information can be sent prior to the meeting. Please indicate which public hearing the testimony is intended for on the agenda. Please note that this remote option will not be available for all meetings.

If communication aids, services, or other physical accommodations are needed to facilitate participation or access for this meeting, please contact the City Clerk at (208) 612-8414 or the ADA Coordinator at (208) 612-8323 not less than 48 hours prior to the meeting. They will help accommodate special needs wherever possible.

City Council Meeting

Agenda

680 Park Avenue
Idaho Falls, ID 83402

Thursday, August 8, 2024 | **7:30 PM** | **City Council Chambers**

City Council Agenda:

1. Call to Order.

2. Pledge of Allegiance.

3. Public Comment.

Please see guidelines above.

4. Consent Agenda.

Any Consent Agenda item may be moved to the Regular Agenda for separate consideration if requested by a Council member. Other changes to this agenda may require the approval of a majority of Council.

A. Idaho Falls Power

1) IFP-24-27 Warehouse Shelving - Kore Warehouse Solutions **24-292**

Attachments: Bid tablulation IFP 24-27 - OPT 2
Kore - Final Bid

B. Office of the City Clerk

1) Minutes from Council Meetings **24-294**

Attachments: 2024 0722 Work Session - Unapproved
2024 0709 City Council Budget Session - Unapproved
2024 0725 City Council Meeting - Unapproved

2) License Applications, all carrying the required approvals

Action Item:

Approve, accept, or receive all items on the Consent Agenda according to the recommendations presented (or take other action deemed appropriate).

5. Regular Agenda.

A. Municipal Services

1) Public Hearing for the Proposed Fees for Fiscal Year 2024/25 **24-285**

The Public Hearing has been scheduled for Thursday, August 8, 2024, at 7:30 pm in the Council Chambers of the City Annex Building located at 680 Park Avenue, Idaho Falls, Idaho. Due to the Post Register's inability to post the Notice of Public Hearings for the 2024/25 fiscal year proposed fee schedule (as submitted within the deadline) in printed form on Saturday, July 27, 2024, the Post

Register instead published the Notice of Public Hearing for the proposed fees in print on Tuesday, July 30, 2024, and Saturday, August 2, 2024. The fees were also published electronically on Saturday, July 27, 2024. This is considered compliant pursuant to Idaho Code §60-106A(5) which states: "*If the state of Idaho or any political subdivision thereof properly submits a legal notice, advertisement, or publication to a newspaper for publishing and such governmental entity has otherwise met all statutory publication requirements and deadlines, it shall not be liable for failing to comply with publication deadlines provided by law or administrative rule in the event that a newspaper fails to correctly publish such legal notice, advertisement or publication…*".

Action Item:
Conduct a public hearing for the proposed 2024/25 fee schedule.

Attachments: 2024-2025 Fees Notice

2) Public Hearing to Levy 1% Forgone for Fiscal Year 2024/25 **24-286**

The public hearing is scheduled for Thursday, 8 August 2024, at 7:30 pm in the Council Chambers of the City Annex Building located at 680 Park Avenue, in Idaho Falls, Idaho. The Notice of Public Hearing for the 2024/25 forgone intent to levy was published on Saturday, 27 July 2024 and Saturday, 3 August 2024.

Action Item:
Conduct a public hearing to levy 1% of the 2024/25 forgone amount in accordance with Idaho Code §63-802(1)(e)(ii).

Attachments: 224-2025 Forgone Notice

3) Public Hearing for the 2024/25 Fiscal Year Budget **24-284**

The Public Hearing has been scheduled for Thursday, August 8, 2024, at 7:30 pm in the Council Chambers of the City Annex Building located at 680 Park Avenue, Idaho Falls, Idaho. Pursuant to Idaho Code §50-1002, the Notice of Public Hearings for the 2024/25 fiscal year budget was published on Saturday, July 27, 2024, and Saturday, August 3, 2024.

Action Item:
Conduct a public hearing for the 2024/25 fiscal year budget.

Attachments: DRAFT 2024-2025 Budget 8-2-24

4) Professional Audit Services for Fiscal Year Ending September 30, 2024 **24-295**

RFP 24-07, Professional Audit Services was issued on June 18, 2024, with proposals due on July 23, 2024. The City received one proposal from Moss Adams, LLP. The professional audit services contract will provide certified public accounting and financial auditing service to the City of Idaho Falls for the fiscal year ending September 30, 2024. Moss Adams has proposed a three-year not-to-exceed contract with year one at $155,000, year two at $160,425 and year three at $166,000. The proposal of $155,000 is comparable to the cost to date for the fiscal year ending 2023 audit contract of

$156,483.86.

Action Item:
Accept and approve a professional services contract with Moss Adams, LLP for professional audit services for an estimated amount of $155,000 and authorize the Mayor to sign the necessary documents (or take other action deemed appropriate).

Attachments: City of Idaho Falls Audit Proposal July 2024
RFP 24- 07 Professional Audit Services RFP-Final

B. Idaho Falls Power

1) Resolution authorizing financing of the Idaho Falls Power Peaking Plant - IERA **24-299**

Idaho Falls Power recommends entering into a Power Supply Service Agreement with the IERA for payment to construct the Idaho Falls Peaking Plant and related facilities. Together, the plant and associated facilities have a life cycle of 40+ years. This arrangement enables better rate making to align the beneficiaries of these assets with the population that is paying for them. This makes a power supply service payment of more than 15 years fiscally prudent. This resolution and attached exhibits enable the Mayor on behalf of the City, including Idaho Falls Power, to execute the necessary documents to establish the Power Supply Service Agreement with IERA.

Action Item:
Approve the Resolution authorizing the execution and delivery of a Power Supply Service Agreement, an Asset Purchase Agreement, and related documents to enable the Idaho Energy Resources Authority (IERA) to finance certain generation facilities and give authorization to the Mayor and City Clerk to execute the necessary documents (or take other action deemed appropriate).

Attachments: IERA Resolution Appendix A and Exhibits combined

2) IFP 24-25 Gem State Boat Ramp - Knife River Corporation - Mountain West **24-293**

On June 27, 2024, City Council rejected the single bid of $613,178 for all portions/options on this project and approved Idaho Falls Power (IFP) to procure portions of the work and services more economically on the open market. Knife River Corporation's base bid, including Alternate 1 at $271,125 plus a 10% contingency of $27,112.50 for a total cost of $298,237.50 is more in line with the engineer's cost estimate. Idaho Department of Fish and Game is funding $120,000 of this project cost.

Action Item:
Approve the Gem State Boat Ramp construction contract with Knife River Corporation - Mountain West for a total cost of $298,237.50 and give authorization to the Mayor and City Clerk to execute the necessary documents (or take other action deemed appropriate).

Attachments: Knife River combined bidsheet, contract and proposal

C. Community Development Services

1) Legislative Public Hearing-Part 1 of 2 of the Annexation and Initial Zoning-Annexation Ordinance and Reasoned Statement of Relevant Criteria and Standards for approximately 9.901 acres, Part of the SE ¼ of the NE ¼ of Section 8 and the SW ¼ of the NW ¼ of Section 9, Township 2 North, Range 38 East. **24-296**

Attached is part 1 of 2 of the application for Annexation and Initial Zoning of I&M, Industrial and Manufacturing which includes the Annexation Ordinance and Reasoned Statement of Relevant Criteria and Standards for approximately 9.901 acres, Part of the SE ¼ of the NE ¼ of Section 8 and the SW ¼ of the NW ¼ of Section 9, Township 2 North, Range 38 East. On July 2, 2024, the Planning Commission voted to recommend approval of the annexation with initial zoning of I&M to the Mayor and City Council with a vote of 3-3.

Action Item:

1. Approve the Ordinance annexing approximately 9.901 acres, Part of the SE ¼ of the NE ¼ of Section 8 and the SW ¼ of the NW ¼ of Section 9, Township 2 North, Range 38 East; assign a Comprehensive Plan Designation of "Industrial;" and under a suspension of the rules requiring three complete and separate readings, request that it be read by title and published by summary (or consider the Ordinance on the first reading and that it be read by title, reject the Ordinance, or take other action deemed appropriate).

2. Approve the Reasoned Statement of Relevant Criteria and Standards for the annexation of approximately 9.901 acres, Part of the SE ¼ of the NE ¼ of Section 8 and the SW ¼ of the NW ¼ of Section 9, Township 2 North, Range 38 East and give authorization for the Mayor to execute the necessary documents (or take other action deemed appropriate).

Attachments:
Zoning
Aerial
Comp Plan Map
Land Use Table
PC Minutes
Staff Report
Ordinance
Exhibit A
Exhibit Map
Reasoned Statement Annexation
Exhibit from Jacob Beck, Esq, Assistant City Attorney

2) Legislative Public Hearing-Part 2 of 2 of the Annexation and Initial Zoning of I&M, Industrial and Manufacturing, Initial Zoning Ordinance and Reasoned Statement of Relevant Criteria and Standards for approximately 9.901 acres, Part of the SE ¼ of the NE ¼ of Section 8 and the SW ¼ of the NW ¼ of Section 9, Township 2 North, Range 38 East. **24-297**

Attached is part 2 of 2 of the application for Annexation and Initial Zoning of I&M, Industrial and Manufacturing which includes the Initial Zoning Ordinance and Reasoned Statement of Relevant Criteria and Standards for approximately 9.901 acres, Part of the SE ¼ of the NE ¼ of Section 8 and the SW ¼ of the NW ¼ of Section 9, Township 2 North, Range 38 East. The Planning and Zoning Commission considered this item at its July 2, 2024, meeting and voted to recommended approval of the annexation with initial zoning of I&M with a vote of 3-3.

Action Item:

1. Approve the Ordinance establishing the initial zoning for I&M, Industrial and Manufacturing as shown in the Ordinance exhibits under a suspension of the rules requiring three complete and separate readings; and request that it be read by title and published by summary; that the City limits documents be amended to include the area annexed herewith; and that the City Planner be instructed to reflect said annexation, amendment to the Comprehensive Plan, and initial zoning on the Comprehensive Plan and Zoning Maps located in the Planning office (or consider the Ordinance on the first reading and that it be read by title, reject the Ordinance, or take other action deemed appropriate).

2. Approve the Reasoned Statement of Relevant Criteria and Standards for the initial zoning of I&M, Industrial and Manufacturing and give authorization for the Mayor to execute the necessary documents (or take other action deemed appropriate).

Attachments:
Zoning Map
Aerial
Comp Plan Map
Land Use Table
Ordinance
Exhibit A
Map Exhibit
Reasoned Statement

3) Public Meeting-Appeal of the Conditional Use Permit and Reasoned Statement of Relevant Criteria and Standards for U-Pick Red Barn approved by the Board of Adjustment. **24-298**

The appellant sought a conditional use permit for Agriculture Tourism in the LM, light manufacturing, and Heavy Commercial Zone with variances from the required minimum. A chronology of events regarding the variances sought and subsequent request for reconsideration and appeal application are attached along with the records from the 23 May and 27 June Board of Adjustment Meetings during which the request was considered.

Action Item:

To conduct an appeal of a Board of Adjustment decision and 1) Sustain the Decision of the Board in whole or in part; 2) Reverse the Decision of the Board in whole or in part; 3) Remand the Decision in whole or in part (or take other action deemed appropriate).

Attachments: Application of Appeal for U-Pick Red Barn
Board of Adjustment Appeals A Guide for DecisionMakers
Record for May 23 BOA CUP
Record for June 27 BOA CUP

D. Mayor and Council

1) Discussion: Identify the need for the noticed Friday morning meeting to deliberate on relevant matters related to the hearings

6. Announcements.

7. Adjournment.

Memorandum

File #: 24-292 **City Council Meeting**

FROM: Bear Prairie, General Manager
DATE: Wednesday, July 24, 2024
DEPARTMENT: Idaho Falls Power

Subject
IFP-24-27 Warehouse Shelving - Kore Warehouse Solutions

Council Action Desired
☐ Ordinance ☐ Resolution ☐ Public Hearing
☒ Other Action (Approval, Authorization, Ratification, etc.)
Approve the warehouse shelving purchase from Kore Warehouse Solutions of Nampa, ID for a cost of $107,713.00 and give authorization to the Mayor and City Clerk to execute the necessary documents (or take other action deemed appropriate).

Description, Background Information & Purpose
Idaho Falls Power (IFP) solicited bids from qualified vendors to provide shelving/racking storage solutions for the IFP warehouse storage remodel/inventory expansion. Three bids were received with Kore Warehouse Solutions being the lowest responsive, responsible bidder.

Alignment with City & Department Planning Objectives



☐ ☐ ☒ ☐ ☐ ☐ ☐ ☐

This action shows our readiness to improve and prepare infrastructure for growth and expansion.

Interdepartmental Coordination
The City Legal Department and Idaho Falls Power collaborated on this purchase.

Fiscal Impact
Funds for this purchase are included in the 2023/24 CIP budget.

Legal Review
The City Legal Department concurs that this purchase is compliant with state statute.

Idaho Falls Power
Bid Tabulation

Project: Warehouse Shelving — Number: IFP - 24-27
Submitted Krista Thornton Facility Services Manager — Date: 7/22/2024

				Kore Warehouse Solutions (Nucor)			Arnold Machinery			Carlson Material Handling			Kore Warehouse Solutions (Option 2) (Mecalux)		
	Description	Quantity	Unit	Unit Cost	Total Amount	Delivery Time	Unit Cost	Total Amount	Delivery Time	Unit Cost	Total Amount	Delivery Time	Unit Cost	Total Amount	Delivery Time
1	Pallet Racking 48 x 120 x 96	22	bays	$ -	$ 7,185.00	5-6 Weeks	$ -	$ 9,031.60	4-5 Weeks	$ -	$ 8,637.04	5-6 Weeks	$ -	$ 6,335.00	5-6 Weeks
2	Shelving 24 x 144 x 96	85	bays	$ -	$ 57,250.00	5-6 Weeks	$ -	$ 74,344.67	4-5 Weeks	$ -	$ 51,672.09	5-6 Weeks	$ -	$ 48,432.00	5-6 Weeks
3	Cantilever Rack 36 x 144 x 96	5	bays		$ 11,925.00	7-8 Weeks		$ 11,668.87	4-5 Weeks		$ 12,615.64	5-6 Weeks		$ 10,581.00	5-6 Weeks
4	Push Back System	22	bays		$ 28,065.00	10-12 Weeks		$ 46,687.71	9-11 Weeks		$ 27,460.22			$ 28,065.00	10-12 Weeks
	Installation	1	ea		$ 8,500.00			$ 15,800.00			$ 32,828.00			$ 9,350.00	
	Freight	1	ea		$ 4,750.00			$ 16,500.00						$ 4,950.00	
	Addendum			Yes			No			Yes					
				Total	$ 117,675.00			$ 174,032.85			$ 133,212.99			$ 107,713.00	

Recommended Award

Sub Total $ 532,633.84

Attending:

KORE
Warehouse Solutions

2094 W. Ibis Dr.
Nampa, ID 83686
208-546-9140
dan@korewarehousesolutions.com

To: Idaho Falls Power
140 S Capital Ave
Idaho Falls, Idaho 83402

July 22, 2024

Attn: Krista Thornton
(208) 612-8356 Kthornton@ifpower.org

We are pleased to offer our REVISED (II) proposal for your RFQ : IFP 24-27. Proposal is based on the drawings and specifications that have been provide to us. This proposal is also based on ordering all materials at the same time and installation being done with one mobilization.

Selective Pallet Racking:

- Each bay to be 48" deep x 120" high x 96" wide
- Each bay to have 2-beam levels
- Each beam level to have wire decking and a capacity of 5000 lbs. per level
- Rack to be teardrop style with a boltless connection

Pallet Rack - Bill of Materials:

25 ea.	Teardrop Upright Frames – 48" x 120" w/HD 3" x 3" column
88 ea.	Teardrop Load Beams – 4" x 96" (5,000 bs. cap.)
88 ea.	Wire Mesh Deck – 48" deep x 46" wide

Lot Price Material: $6,335.00

Heavy Duty Shelving:

- Each bay to be 24" deep x 144" high x 96" wide
- Each bay to have 6-beam levels
- Each beam level to have wire decking and a capacity of 2500 lbs. per level
- Rack to be teardrop style with a boltless connection

Shelving - Bill of Materials:

102 ea.	Teardrop Upright Frames – 24" x 144"
1020 ea.	Teardrop Load Beams – 3" x 96" (2500 bs. cap.)
1,020 ea.	Wire Mesh Deck – 24" deep x 46" wide

Lot Price Material: $48,432.00

Cantilever Rack:

- Each section to be 36" deep x 144" high x 96" wide
- Each section to have 8-levels – Base plus 7 arm levels
- Each arm to have a capacity of 2500 lbs.
- Cantilever to be single sided

Cantilever Rack - Bill of Materials:

11 ea.	Single Sided Column 144" tall w/36" single Sided Base
30 ea.	48" Horizontal Brace
10 ea.	96" diagonal Brace
77 ea.	36" Arm

Lot Price Material: $10,581.00

Pricing Summary:

Pallet Rack Materials:	$6,335.00
Shelving Materials:	$48,432.00
Cantilever Materials:	$10,581.00
Freight / Delivery:	$4,950.00
Labor to Install all Materials:	$9,350.00
Total Project Cost:	**$79,648.00**

Notes / Terms:

- Terms: 50% down with PO – Net 10 days upon completion
- Structural Calculations, permits and or city/county fees have not been included if required
- Shipment Arrival: Customer is to receive and unload all materials at customer's facility.
- All specifications are pending final engineering and site visit
- Labor: All labor shall be non-union and fully insured.
- Installation Hours: All work shall be performed during normal working hours 8.00am to 5.00pm Monday through Friday.
- Taxes: Applicable state or federal taxes have not been included and will be added to invoice.
- Customer to provide a free and clear work area during installation.
- Customer to provide a forklift for our use during installation
- Lead-time is approx. 6- weeks ARO for material to ship
- Customer is responsible for complying with all local, county and state building codes.
- The quotation is subject to acceptance by buyer and seller within 30 days from the date

Proposed By:
Kore Warehouse Solutions, LLC

Dan M Radzik 07/22/24
Dan Radzik Date

Accepted By:
Idaho Falls Power

_____
Authorized Agent Date

KORE
Warehouse Solutions

2094 W. Ibis Dr.
Nampa, ID 83686
208-546-9140
dan@korewarehousesolutions.com

To: Idaho Falls Power
140 S Capital Ave
Idaho Falls, Idaho 83402

July 17, 2024

Attn: Krista Thornton
(208) 612-8356 Kthornton@ifpower.org

Re: PUSH-BACK for RFQ : IFP 24-27.

Pushback Rack System:

- Configuration: 1 row of 11 bays of 2-deep 3 levels
- Each bay to be 100" deep x 120" high x 96" wide
- Each level to have a capacity of 2500 lbs.
- Bottom level to be floor-stacked floor-mounted or on beams (TBD)

Pushback Rack - Bill of Materials:

12 ea.	Teardrop Upright – 54" x 120" – 3" x 3" x 14ga. w/ 5" x 8" footplate
12 ea.	Teardrop Post – 3" x 3" x 14ga. 120h w/ 5" x 8" footplate
24 ea.	Row Spacer – 48" - For 2-deep Drive-in
33 ea.	Front Beam: 4" Structural Channel Punched Beam – 96" long
33 ea.	Rear Beam: 4" Structural Channel Punched Beam – 96" long
33 ea.	Intermediate Beam: Standard Beam – 96" long 5500 lbs. cap. Drop TBD
66 ea.	Lanes of 2-deep PB – Complete with rails & carts

Pricing Summary:

Push-Back Materials:	$19,765.00
Freight / Delivery:	$2,900.00
Labor to Install all Materials:	$5,400.00
Total Project Cost:	**$28,065.00**

Notes: Same notes and terms apply

Proposed By:
Kore Warehouse Solutions, LLC

Dan M Radzik 07/17/24
Dan Radzik Date

Accepted:
Idaho Falls Power

Authorized Agent Date

CITY OF IDAHO FALLS

IDAHO FALLS POWER
IDAHO FALLS, IDAHO
Phone 208-612-8356

ADDENDUM #1

INVITATION TO BID NUMBER **IFP-24-27**

Warehouse Racking

To All Bidders Date

- New due date for Quote IFP 24-27 for the Warehouse Racking will be July 19, 2024 at 2:00 PM – Please email addendum and quote to Kthornton@ifpower.org
- All shelving we would like to have quoted with wire decks with braces to keep from material bowing the wire decking.
- Cantilever rack we would like to use the base as a shelf and have an additional 7 arms high. They need to be 4' apart making that being a total of 11 columns 144" tall, 20 horizontal braces, 10 diagonal braces and 77 arms.
- Push back system will be a Phase II project so please send on a separate quote, this will be installed after October 1 so the delivery time is not as crucial as the other shelving.
  We will need 3 levels of the push back system. Whether the system is bolted into the concrete or we add a bottom beam to put the system on plus 2 more levels.

Vendor's Name
Invitation to Bid Number: **IFP-24-27**
Date: July 19, 2024
Time: 2:00 PM

Mailing Address **OR** Special Delivery
Idaho Falls Power
140 S. Capital
Idaho Falls, ID 83402

Idaho Falls Power
140 S. Capital
Idaho Falls, ID 83402

Sincerely,
Krista Thornton

Krista Thornton
Facility Services Manager

All bidders shall acknowledge receipt and acceptance of this Addendum **#1** by signing in the space provided below and **submitting the signed Addendum with their bid**.

BIDS SUBMITTED WITHOUT THIS ADDENDUM AND SIGNED BY A COMPANY REPRESENTATIVE WILL BE CONSIDERED INVALID.

Receipt acknowledged and conditions agreed to this 17 day of July, 20

Company Kore Warehouse Solutions, LLC

By: Daniel Radzik *Daniel Radzik*

Title President

Heavy Duty Pallet Racking
Teardrop Type



Heavy Duty Shelving
Teardrop Type



Push-Back Rack
Teardrop Type



Cantilever Rack
Structural Type



Memorandum

File #: 24-294 **City Council Meeting**

FROM: Corrin Wilde, City Clerk
DATE: Wednesday, July 24, 2024
DEPARTMENT: Mayor's Office

Subject
Minutes from Council Meetings

Council Action Desired
☐ Ordinance ☐ Resolution ☐ Public Hearing
☒ Other Action (Approval, Authorization, Ratification, etc.)
Approve the Minutes from 9 July City Council Budget Session and 22 July Work Session and 25 July City Council Meeting.

Description, Background Information & Purpose
These are the 9 July City Council Budget Session and 22 July Work Session meeting minutes and 25 July City Council Meeting.

Alignment with City & Department Planning Objectives



☐ ☒ ☐ ☐ ☐ ☐ ☐ ☐

The Minutes support the Good Governance community-oriented result by providing assurance of regulatory and policy compliance to facilitate transparency and minimize and mitigate risk.

Interdepartmental Coordination
N/A

Fiscal Impact
N/A

Legal Review
N/A

July 22 2024 Council Work Session

The City Council of the City of Idaho Falls met in the Council Work Session, on Monday, July 22, 2024, in the Council Chambers in the City Annex Building located at 680 Park Avenue in Idaho Falls at 3:00 p.m.

Call to Order and Roll Call
There were present:
Mayor Rebecca L. Noah Casper
Council President Lisa Burtenshaw
Councilor Michelle Ziel-Dingman
Councilor Jim Freeman
Councilor Jim Francis
Councilor Kirk Larsen

Absent: Councilor John Radford

Also present:
Darrin Jones, Human Resources Director
Lisa Farris, Grants Administrator
Pam Alexander, Municipal Services Director
Pam Alexander, Municipal Services Director
PJ Holm, Parks and Recreation Director
Wade Sanner, Community Development Services, Director
Duane Nelson, Fire Chief
Margaret Wimborne, Chief of Staff
Catherine Smith, Economic Development Administrator
Heidi Despain, City Prosecutor
Michael Kirkham, City Attorney
Corrin Wilde, City Clerk

Mayor Casper called the meeting to order at 3:00 p.m. with the following items:

Parks and Recreation – War Bonnet Rodeo Q&A: Clarification of Council Responsibilities on Friday, 2 August; Distribution of War Bonnet Shirts, Buckles, and Hats.
Parks and Recreation Director PJ Holm discussed the upcoming PRCA rodeo event in Idaho Falls. This event started in 1911 and the city has run it for about 7 years. Director Holm says they try to improve it every year and have lined up new specialty acts and activities, including a drone show, and bison riding, to complement the traditional rodeo events. Safety protocols are in place, particularly for the bison riding event, which will be open to participants aged 16 and up. He discussed the kickoff event on Wednesday, July 31st, called the "Toyota Wild West Family Fest" which will feature free activities, music, food trucks, and mutton-busting qualifiers. Director Holm discussed events that will be happening each day. The rodeo is expected to draw a strong field of contestants, including several members of the renowned Wright family, who have dominated the bull riding and bronc riding events in recent years. In addition to the rodeo competitions, the events will feature the War Bonnet Roundup, a community appreciation night to recognize the leadership and commitment of local officials and supporters. The organizers have also introduced paid reserved seating under the grandstand, and ticket sales are already ahead of last year's pace, with 57 sponsors secured for the event.

Community Development Services: Presentation and Discussion: CDBG – CAPER.
Grants Administrator Lisa Farris, Community Development Services Director Wade Sanner, and Municipal Services Director Pam Alexander discussed the CDBG grants and distributions of funds. Lisa Farris presented the proposed CDBG grant fund allocations for the city of Idaho Falls.

There were over 21 applications this year, requesting a total of $859,000, while the available CDBG allocation was $434,124. Of the total allocation, only 15% ($104,207) could be used for public service activities, which had over $276,000 in requests. The selection process considered whether projects met HUD's national objectives, aligned with the city's five-year plan and fair housing analysis, and provided direct benefits to low-to-moderate-income individuals and families. Ms. Farris explained the formula used to determine the allocations, which involved subtracting administrative costs and ensuring 70% of the funds benefited low-to-moderate income populations. She noted that the city also considered avoiding duplication of services and coordinating with other service providers in the community.

Mayor Casper expressed frustration that funding could not be provided for the CEI program, which helps low-income families with childcare expenses. Lisa Farris explained that CEI and the United Way's childcare program serve different clientele.

Ms. Farris stated that the CEI program is specifically for low-to-moderate income students within certain census tracts, while the United Way program is aimed at filling a broader childcare gap in the community. Ms. Farris noted that this distinction in target populations was a factor in the prioritization and allocation of the limited CDBG public service funds. Councilor Freeman questioned whether the $190,000 allocated for public works projects would be available for other initiatives in the future. Ms. Farris clarified that the funding would need to be re-evaluated each year.

Councilor Francis questioned why the elevator at the Senior Center was not approved for funding, citing ADA concerns. Director Alexander says, the city is seeking CDBG funds to help design and upgrade the elevator at the historic Senior Center building, which was built in 1979. Director Alexander stated that the city's architect estimated the total cost to upgrade the elevator would be around $300,000, due to the age and condition of the building.

She explained that the city has maintained the elevator, but parts are becoming increasingly difficult to obtain. The city and Senior Center would likely need to share the costs of upgrading the elevator. Director Alexander said the design and bid process would take around 1-2 years to complete before the actual elevator replacement could be done. If CDBG funds are not available, the city plans to explore other funding options, potentially through the ADA committee or by reprioritizing the project in the next fiscal year's budget.

The Council discussed the prioritization of housing needs over other community access needs, with Lisa Farris explaining that affordable housing was identified as the top priority in the city's five-year plan.
The Council agreed to move forward with approving the final CDBG fund allocation list at the upcoming City Council meeting on Thursday. Ms. Farris also noted that the action plan needed to be submitted to HUD by August 16th. Additionally, the Council discussed the need to continue exploring funding options for the Senior Center elevator upgrade, with Pam Alexander indicating the city would look at reprioritizing the project in the next 1-2 years if CDBG funds were not available.

<u>Legal Department, Fire Department, and Human Resources: Discussion Department Staffing Needs, Current Position Counts, Hiring Practices, and Early Hire Requests.</u>
Mayor Casper provided opening remarks. She explained the process for hiring new employees for the city's workforce. When a department director identifies a need for a new employee, they must provide a specific job description and justify the need to HR. If HR approves the request, the director must then present a funding source to the finance department. Once the funding is approved, the mayor's office will consider placing the request on the Council agenda for approval, as hiring new employees impacts the city's budget. The Mayor noted that these decisions are not made lightly, as they require higher-level management thinking to ensure the city's workforce is properly staffed to carry out its duties.

City Attorney, Michael Kirkham, introduced Heidi Despain, the new prosecutor for the city. Mr. Kirkham noted that Heidi's work as a prosecutor can sometimes be "invisible" to the Council, so he wanted to bring her in to share her perspective on the role and the workload she has faced since starting the position.

City Prosecutor, Heidi Despain, provided an overview of the significant workload she has faced since starting the job just two months ago. Ms. Despain explained that as a former public defender, she was used to being "underwater" with cases but was still surprised by the volume of cases she had to handle in her new role. She stated that she has already processed almost 500 cases in her first two months and has 30 trials scheduled for the next month alone. Ms. Despain noted that the quick turnaround for preparing for these trials, along with the other weekly responsibilities like motion hearings and pre-trial conferences, makes her job extremely demanding. She emphasized the importance of providing thorough preparation and evidence to the court, which is challenging given the high volume of cases she is responsible for as the sole prosecutor.

Michael Kirkham reiterated that Heidi has done a "tremendous job" as the city's prosecutor, despite the heavy workload she has faced. Mr. Kirkham explained that the city had previously hired another prosecutor, Thomas, who ended up leaving due to burnout. Mr. Kirkham stated that he had warned Ms. Despain about the busy nature of the role when she took the job, but that she has risen to the challenge. Mr. Kirkham then informed the Council that he was requesting approval to hire a second prosecutor, using funds that had been set aside in the city attorney's budget for that purpose. Mr. Kirkham emphasized that this additional hire would help provide Ms. Despain with some relief and balance, allowing her to better prepare for trials and manage the high volume of cases.

Mr. Kirkham explained that the city had previously set aside $80,000 in the city attorney's budget specifically for this second prosecutor role. He stated that the city would use this existing funding to cover the cost of hiring and onboarding the new prosecutor for the remainder of the current fiscal year. Council President Burtenshaw clarified that the ask is for $42,101 in next year’s budget. Mr. Kirkham agreed.

Fire Chief Duane Nelson explained his needs for the Fire Department. He explained that his request is focused on the implications for the next year. He is seeking authorization from the Council to exceed the current number of Full-Time Equivalents (FTEs) in his department. Currently, the department has 137 FTEs, with 126 being operational personnel working on shifts. Due to recent resignations and academy dropouts, the department is down to 132 personnel. Nelson wants to hire six new individuals instead of the usual five to account for an upcoming deployment of one staff member, which would bring the total to 138 FTEs. The additional hire would be funded by savings from unfilled positions this year and is budgeted for next year. If the deployed individual returns, the department would either revert to 137 FTEs through attrition or hire five more in the fourth quarter if needed. The request aims to exceed the current FTE cap to ensure adequate staffing, leveraging current cost savings and budgeted funds for the next year. Chief Nelson explained that the department is expecting retirements soon, having already lost four to six people over the past few years. He is confident that if any issues arise during the upcoming budget meetings or in the fourth quarter, they could manage the situation through attrition, ensuring the new hires remain employed. Given the extensive training required for fire department personnel, they need to act promptly. They have five openings and have conducted interviews, making tentative offers. The decision on hiring a sixth person depends on today's Council decisions. If approved, six recruits could start on August 12, but due to the recruitment and training process, they wouldn't begin shift work until mid-November. The Council has previously allowed such hires to provide flexibility. Despite the potential for attrition, the new hires wouldn't feel like excess staff. Duane also noted that several employees have left over the years, and this position is likely to open soon.

Councilor Francis sought clarification that the request was to authorize 6 new hires, bringing the total to 138 FTEs, rather than just 5 to replace the departing employee. Chief Nelson agreed. The request is to authorize 6 new hires, bringing the total to 138 FTEs.

It was moved by Councilor Francis, seconded by Councilor Freeman, that the Council approve the mid-term hire of one person for the Idaho Falls Fire Department and one person for the City of Idaho Falls Legal Department. The motion carried with the following vote: Aye – Councilors Burtenshaw, Larsen, Dingman, Freeman, Francis. Nay – none.

Acceptance and/or Receipt of Minutes:
It was moved by Councilor Francis, seconded by Councilor Burtenshaw, that Council receive the recommendations from the July 2, 2024, meeting of the Planning and Zoning (P&Z) Commission pursuant to the Local Land Use Planning Act (LLUPA). The motion carried with the following vote: Aye – Councilors Larsen, Francis, Dingman, Burtenshaw, Freeman. Nay – none.

Mayor and Council: Calendars, Announcements, Events, Reports, Updates, Concerns, Questions, and Discussion:

Mayor Casper's Calendar Updates:

- Sister Cities Youth Delegation's City Date, Friday, July 26: Catherine Smith announced that the youth delegation will arrive at 9:45 a.m. for a meet and greet with Mayor Casper. They will then tour the Idaho Falls Fire Department, visit the Zoo, and have a picnic at the Friendship Garden. It's a full day of activities. Mayor Casper invited Council members to join on Friday, noting that the youth ask insightful questions and are a delight to meet.
- July 31st: Idaho Falls Police Department Family Picnic.
- August 8th: Budget hearing. After the hearing, there will be a Council discussion. The Council agreed to meet on August 9th at 8 a.m. to continue the discussion.
- August 8-10: Roaring Youth Jam and Water Tower Tribute. Mayor Casper encouraged Council members to sign up and help.

Council President Burtenshaw:

- Had no items to report

Councilor Freeman:

- At the ICUA conference in Boise last week, there was strong support for our peaking plant. The groundbreaking ceremony for this project is scheduled for Monday, the 12th. This is a significant event, and there's a lot of interest in it.

Councilor Dingman:

- Began a discussion centered around issues with the city's crematorium and the animal shelter's decision to stop humane euthanasia services. The crematorium needs repairs, and the city is limiting its use to residents only. Councilor Dingman expressed concern over the shelter's decision, especially before the end of the budget cycle. Some believe this decision is retaliatory due to ending County contracts and could negatively impact non-city residents. There is also concern that the shelter could lose money while waiting to implement a new fee schedule. The discussion emphasized the need to address these issues fairly and transparently.

Councilor Francis:

- Sister Cities City Day and Council members are invited to come.

Catherine Smith explained the event schedule. They will arrive at City Hall at 9:45 for a photo and then meet with the mayor in the City Hall Annex. Before continuing their planned events.

- The African American Alliance BBQ for First Responders was on Saturday and was at Civitan Park and went well.

Councilor Larsen:

- Comment regarding what Councilor Freeman said. He was thinking about the hot temperatures and the plan to have the peaking plant and wanted to compliment the Council for having the foresight to have this happen.

Mayor Casper was a Judge at the Idaho Falls Sidewalk Chalk Festival on July 20, 2024, at the Museum of Idaho which is fully sponsored by River West Dental and is the third year they have done this. This festival celebrates local artists' creativity with stunning chalk art creations. Mayor Casper says the number of participants goes up each year and the quality is incredible.

There being no further business, the meeting adjourned at 4:25 PM

s/Corrin Wilde
Corrin Wilde, City Clerk

s/Rebecca L. Noah Casper
Rebecca L. Noah Casper, Mayor

July 9, 2024 Budget Session

The City Council of the City of Idaho Falls met in Council Budget Session, Tuesday, July 9, 2024, in the Council Chambers in the City Annex Building located at 680 Park Avenue in Idaho Falls at 12:00 p.m.

Call to Order and Roll Call
There were present:
Mayor Rebecca L. Noah Casper
Council President Lisa Burtenshaw
Councilor John Radford (Joined Virtually at 2:46 pm)
Councilor Michelle Ziel-Dingman
Councilor Jim Freeman
Councilor Jim Francis
Councilor Kirk Larsen

Also present:
Darin Jones, Human Resources Director
Pam Alexander, Municipal Services Director
PJ Holm, Parks and Recreation Director
Wade Sanner, Community Development Services, Director
Duane Nelson, Fire Chief
Mark Hagedorn, Finance Manager / Treasurer
Brooks Slyter, Assistant Finance Manager
Bryce Johnson, Police Chief
Jeremy Galbraith, Deputy Chief
Chris Fredericksen, Public Works Director
Stephen Borman, Idaho Falls Power Assistant General Manager
Aleisha Stout, Idaho Falls Public Library
Ian Turner, Airport Director
Catherine Smith, Economic Development Administrator
Eric Grossarth, Public Information Officer
Margaret Wimborne, Chief of Staff
Michael Kirkham, City Attorney
Corrin Wilde, City Clerk

Mayor Casper called the meeting to order at 12:06 p.m. with the following items:

Opening Remarks, Announcements:
Mayor Casper discussed the city's approach to the budget process this year. She emphasized the concept of "adaptive management," noting that the budget process has evolved and required the development of new ways to present information and data. She highlighted the council's involvement in identifying priorities during an early retreat and how those priorities aligned with the goals of various city departments. Mayor Casper provided an overview of the upcoming budget planning activities, including a series of "Budget Tuesdays" where the council and directors would delve deeper into specific budget items, workshops on financing plans, and discussions around spending priorities and potential revenue sources. She encouraged both council members and directors to provide feedback and ideas for process improvements throughout the budget planning process.

Finance Team – Workshop: Budget Overview:
Pam Alexander opened the budget workshop by expressing gratitude to the finance division and professional accountants for their work on the budget and thanked the department directors for their help with the budget. She introduced the finance team present, including Mark Hagedorn, City Treasurer/Finance Manager and Brooks

Slyter, Assistant Finance Manager. Director Alexander then outlined the workshop agenda, including a budget overview, revenue and expenditure forecasts, full-time equivalents, sustainability and financial pressures, inter-departmental allocations, and accounting standards.

Mr. Hagedorn presented the 2024/25 Summary by Fund Type from the Budget Book (page 49), with general discussion throughout.

Budget Book page 49 2024/25 Summary by Fund Type:

	General Fund	Special Revenue Funds	Impact Fee Funds	CIP	Internal Services Budgets	Enterprise Funds	Total
TOTAL REVENUE	$75,831,993	$32,435,989	$4,695,000	$6,073,618	$3,525,000	$190,795,843	$313,357,443
TOTAL EXPENSES	$76,174,422	$66,781,071	$7,980,000	$10,145,000	$6,730,293	$199,536,231	$367,347,017
Excess (Deficiency)	$(342,429)	$(34,345,083)	$(3,285,000)	$(4,071,382)	$(3,205,293)	$(8,740,388)	$(53,989,575)

- Total estimated revenue for the initial budget is $313 million
- Current expenditures are $367 million
- There's a $53 million delta between expenditures and revenues, funded by cash balance
- This delta is primarily for enterprise funds to have capacity for capital projects throughout the year
- For the general fund, there's a recommendation to use $1 million of cash to fund the ERP project
- After allocating $1 million for ERP, there would be $660,000 left for council priorities
- The $660,000 can be used in the general fund or moved to other governmental funds as needed
- This approach allows flexibility without reopening the budget for new projects during the year

Mark emphasized that building in this capacity, especially for enterprise funds, is important to avoid having to come back to the council to reopen the budget for new projects throughout the year.

FY 2024/25 Forecasted Revenues – Revenue Summary Budget Book Page 27,44-45.

	2023 Actual	2024 Adopted Budget	2025 Proposed Budget
REVENUES			
Taxes And Franchises	$42,923,859	$52,438,088	$47,440,227
Licenses And Permits	2,939,561	4,577,008	6,523,896
Intergovernmental Revenue	40,457,779	65,900,826	74,029,836
Charges For Services	130,566,769	126,729,141	136,777,280
Fines & Forfeitures	231,506	274,160	240,000
Investment Income	5,757,810	3,036,250	3,664,250
Rentals & Leases	1,833,529	1,820,253	1,853,560
Miscellaneous	2,635,180	1,973,100	2,042,800
Contributions & Donations	796,652	5,155,000	4,010,100
Non Revenue Transfer	13,928,154	14,632,000	32,922,971
MERF Cash	-	3,539,179	3,852,523
TOTAL REVENUES	**$242,070,799**	**$280,075,005**	**$313,357,443**
TOTAL AVAILABLE RESOURCES	**$242,070,799**	**$280,075,005**	**$313,357,443**

Brooks Slyter presented a summary of citywide revenues, highlighting key changes from previous years to the proposed budget. She noted a drop in taxes and franchise fees, which was not actually a decrease but a categorization change. There was a significant increase in charges for services, primarily in enterprise funds like utilities. The proposed budget showed a large jump in intergovernmental revenues, with an expected $30 million for projects.

General Fund – Revenue Data:

Revenues	2022-23 Actual	2023-24 Budget	2024-25 Budget	% Increase
Taxes & Franchises	$33,456,901	$35,703,246	$37,511,619	5.1%
Intergovernmental	$21,101,149	$25,741,010	$26,373,379	2.5%
Charges for Services	$3,102,154	$3,214,948	$3,352,259	4.3%
Permits and Fees	$1,333,467	$1,336,655	$2,114,896	58.2%
Interest Revenue	$648,593	$620,000	$785,000	26.6%
Contributions	$387,974	$2,721,500	$2,071,500	-23.9%
Miscellaneous Revenue	$563,758	$493,100	$473,800	-3.9%
Other Financing Sources	$1,087,535	$ -	$146,171	
Total	**$61,681,531**	**$69,830,459**	**$72,828,624**	

Brooks Slyter presented an overview of the General Fund revenue data, highlighting key points:

- Property Taxes: Expected to increase by 3% plus growth from annexation.
- Intergovernmental Revenues: Projected to rise overall, but state shared revenues will decrease by $1.1 million.
- Charges for Services: Expected to increase due to higher activity in the Zoo, War Bonnett, Civic Center and Community Development Services.
- Permits and Fees: Projected to be higher, with development-related revenues exceeding expectations.
- Interest Revenue: Anticipated to rise due to increased interest rates.
- Contributions: Expected to decrease, mainly due to lower zoo revenue projections ($100,000 vs. $2 million last year).
- Grants: Federal, state, and local grants, including ARPA funding, are expected to increase, with $5.7 million in ARPA funds projected for the upcoming year.
- Payment in Lieu of Taxes: Expected to remain stable.

Ms. Slyter emphasized that these projections are based on current trends and conservative estimates to ensure a balanced and responsible budget.

General Fund Intergovernmental Revenue:

Intergovernmental	2022-23 Actual	2023-24 Budget	2024-25 Budget
Federal, State, & Local Grants	$4,077,640	$6,885,269	$8,372,186
State Shared Revenues	$9,240,047	$10,276,526*	$9,119,949
Payment in Lieu of Taxes (PILOT)	$4,722,838	$5,227,393	$5,498,754
Local Contracts	$3,060,624	$3,351,822	$3,382,490
Total	**$21,101,149**	**$25,741,010**	**$26,373,379**

* 2023-24 State Shared Revenue is forecasted to below expectations by $1.1M

Brooks Slyter discussed the special revenue funds, noting that impact fees are expected to increase due to changes in city growth and development. The Capital Improvement Projects (CIP) Fund shows a significant drop due to the completion of the public safety facility. Grant funding fluctuates year to year, especially ARPA funds, while contribution revenues are projected to decrease, including zoo revenues. Overall volatility is due to project-specific or tied revenue streams. Ms. Slyter emphasized that these changes reflect the completion of major projects and shifts in expected revenues, not overall financial issues for the city.

Mark Hagedorn emphasized that building a good budget requires being very conservative when forecasting revenues. He stressed the importance of understanding where revenues come from, as this forms the foundation for balancing the budget. He says that the finance team spends more time scrutinizing revenues than expenses to ensure a solid budgetary foundation.

Forecasted Expenditures – Expenditure Summary Budget book page 30, 44, 46.

	2023 Actual	2024 Adopted Budget	2025 Proposed Budget
TOTAL EXPENDITURES	$220,303,296	$339,483,544	$367,347,017
ENDING FUND BALANCE	$21,767,503	$(59,408,539)	$(53,989,575)

- Expenditure Changes: Presented a citywide overview across categories and fiscal years.
- Salaries and Benefits: Relatively consistent year-over-year with limited increases.
- Interfund Transfers: Significant jump with $2 million for the ERP project.
- Grant Expenses: Now broken out separately for transparency (Already been awarded).
- General Fund: Biggest change in operational costs.
- Temporary and Seasonal Expenditures: Decreased due to vacancies or turnover.
- Position Reviews: No placeholder funding this year.
- Debt Service Costs: Decreasing in the general fund.
- Miscellaneous Category: Efforts to reduce its use for better expense categorization.

General Fund Expenditures:

- The largest change in the budget was in operational costs.
- Personal costs remained relatively stable from the previous year's budget.
- There were decreases in temporary and seasonal expenditures, as well as reductions due to vacancies and staff turnover.
- Unlike previous years, there was no placeholder funding for position reviews in this budget.
- Debt service costs in the general fund are decreasing.
- Municipal services showed a $1 million increase, primarily due to allocating funds for the ERP project.
- The non-departmental category, which includes general purpose revenues, showed minimal change.
- Development services saw a decrease, mainly due to the completion of the City Works project.
- Police and fire departments showed increases of $1.9 million and $1.6 million respectively, largely due to increases in their revenues.
- Parks and Recreation saw an overall decrease in their budget, primarily due to the completion of some projects and one-time fees.

Mr. Hagedorn discussed the FY 2024/25 Revenues vs Expenditures, providing a year-over-year comparison as detailed on Budget Book Pages 47-48. This budget year presented challenges due to changes in state revenues and departmental needs. Despite these challenges, the budget is in a better position than in previous years, thanks to collaboration with department directors. The general fund shows various increases and decreases across departments: Municipal Services had a $1 million increase, primarily for the ERP project; non-departmental revenues saw minimal change; Development Services decreased due to the completion of the City Works project; Police and Fire Departments had increases of $1.9 million and $1.6 million respectively, due to revenue increases; and Parks and Recreation saw a decrease due to completed projects and one-time fees. Special revenue funds and impact fee funds showed changes based on specific projects and revenue sources. Capital improvement funds generally decreased as projects were completed or wound down. Enterprise funds showed various changes: the wastewater plant saw a decrease as a major project was wrapping up; Power had an increase for planned projects; and Fiber Optics decreased due to the winding down of the fiber home project. Internal service funds for health insurance and risk management were being reviewed for potential adjustments.

Mayor's Office – Workshop: Review and Disposition of Council Priorities:

Chief of Staff Margaret Wimborne opened the discussion by explaining that this year's budget was largely driven by the council priorities set in February, noting a close alignment between these priorities and department directors' goals. She mentioned that they are developing a spreadsheet to show how these priorities are being implemented over time. Margaret then provided an overview of how different departments are addressing the priorities: Public Works is focusing on safe streets and multi-modal street design; Municipal Services is working on

a building stewardship plan; HR is exploring sustainable employee benefits options; Parks and Rec is considering a Community Recreation Center; the Fire Department is planning a new training center; Community Development Services is expediting application reviews; and the Police Department is renewing its focus on code enforcement. Ms. Wimborne stated that some priorities are already integrated into department operations, while others will require future requests. She highlighted specific budget items tied to council priorities, including new staff positions and capital projects, to help guide the council's discussions during the budget review process.

Human Resources – Workshop: Employee-Related Budget Considerations:
Human Resources Director Darrin Jones discussed employee total compensation, focusing on wages, insurance benefits, and retirement. He proposed a 3% wage increase for employees, costing a total of $1,275,915, along with step increases averaging 1.78%, which would cost $779,884. Additionally, there is a 10% increase in health insurance rates, but the city will offset the entire cost increase for employees by using $167,000 from the health insurance sustainability fund. Retirement cost increases mandated by PERSI will total $576,034 for the city. Overall, the total increase to the general fund for all compensation changes is about $2.4 million, representing a 3.2% increase in general fund expenditures. Director Jones indicated that these changes are already built into the budget and aim to attract and retain talented employees while maintaining their purchasing power. He also noted that the city is covering the full cost increase for dental insurance, resulting in no additional health or dental insurance costs for employees this year.

Finance Team – Review: Requests for FTE Employees by Fund and Department:
Director Alexander, HR Director Darrin Jones, and Mark Hagedorn led a discussion focused on sustainable funding for staffing and capital expenses in the city budget. The finance team analyzes FTEs, revenue, and sustainability to balance staffing and capital needs, emphasizing the need to differentiate funding sources for capital and staffing. Wage increases were examined, showing variations between 2.8% and 4.5% in different categories. The importance of distinguishing one-time costs from ongoing expenses was emphasized. Benchmarking was proposed as a method to compare the city's staffing and budget ratios with other comparable cities, though challenges in creating meaningful benchmarks were discussed, including the need for repeatable data and consideration of unique city services. The group explored various metrics for measuring sustainability, including employee counts, population ratios, and budget percentages, stressing the importance of using multiple data points to inform council decisions. The conversation concluded with a suggestion to prioritize fund requests based on alignment with city goals for future budget discussions.

Mayor Casper advised council members to identify positions that align with their goals for the city during the fund request review. She suggested two options: prioritize a specific number of positions to fund or listen to all requests and keep mental notes. This approach aims to prepare them for the final budget discussion in two weeks, ensuring important positions are not overlooked. Council agreed to prioritize each request by department.

City Attorney Michael Kirkham explained that misdemeanor prosecutions dropped during the pandemic, reducing workload, but as operations normalize, caseloads are returning to pre-pandemic levels. To manage this, they are requesting a second city prosecutor and converting a part-time administrative assistant to full-time, with the city needing an additional $37,000 for the prosecutor position due to labor inflation and $14,000 for the administrative assistant's full-time conversion. Human Resources Director Jones stated that Idaho Falls has the lowest HR-to-employee ratio among the state's 10 largest cities, with only 4 HR employees compared to the average of 8-9, and they are requesting an HR analyst to assist with various tasks, allowing HR managers to focus on additional services and initiatives. Chief of Police Bryce Johnson reported a 32% rise in violent crime from 2019 to 2023, straining the department's response capacity, and they are seeking funding for 6 additional officers through a COPS grant, or 2 new officers if the grant is not awarded. Parks and Recreation Director Holm requested converting two part-time zookeeper positions to full-time, costing $15,821 per employee with benefits, noting

that part-time positions are hard to fill and retain, and full-time zookeepers are crucial for animal care, with a budget increase of $31,642 requested to cover these changes.

Council Discussion: The council prioritized personnel decisions and resource allocation, expressing concerns about over-reliance on grant funding. They considered funding police officers through reserves or general fund money and discussed funding for Human Resources, Legal, and Parks/Zoo staff, particularly the zoo budget. They explored reducing subsidies and finding alternative funding, such as increasing non-resident fees. The discussion centered on prioritizing and allocating limited resources across departments. The finance team will return next week with a plan.

Staffing Requests: The council reviewed requests for new full-time employees across various city departments, including six new firefighters for the EMS fund, a facility coordinator for the ice rink and pickleball complex, a right-of-way inspector for the street division, and new positions in the water, sanitation, and wastewater divisions. Most requests were less than 1% of the anticipated revenue for the respective enterprise funds, potentially covering them without impacting the general fund. However, there was concern about pickleball revenue not fully offsetting the new facility coordinator position. The group also discussed pursuing government grants and the need for new network and traffic technician positions. The focus was on evaluating staffing requests and determining funding within existing budgets.

Finance Team – Workshop: Interdepartmental Transfers using a Cost-of-Service Model:

Mark Hagedorn and Director Alexander discussed interdepartmental lead the discussion:

Central Services Allocation (34%): This portion of the budget covers essential services that benefit multiple departments. Examples include fleet facilities, GIS (Geographic Information Systems), engineering, building maintenance, power infrastructure (IF Power), dispatching, and insurance. The indirect cost allocation plan is used because it is not feasible to track every minute of time spent by central services departments on work for other departments. The indirect plan provides a more practical way to distribute these costs. The indirect cost allocation plan has two main components - overhead costs (like building electricity) that are allocated as a percentage, and direct costs that are allocated based on specific cost drivers like number of employees or budget values.

Work Order and Service Transfers (66%): This category accounts for work orders and services transferred between departments. For services where departments directly charge each other, like fleet maintenance or engineering work, the full cost of providing that service is captured. This allows the city to understand the true cost of providing those services, which can help inform budgeting and decision-making. The challenge with work order systems is ensuring the right cost codes are used, as the onus is on the employee to properly charge their time. Mr. Hagedorn clarified that this isn't a comprehensive list, and additional services (like parks landscaping and snow removal) could be included.

Interdepartmental Allocations: When services are shared across departments, interdepartmental allocations come into play. interdepartmental allocations: Interdepartmental transfers and allocations are not a funding mechanism, but rather a way to properly account for and distribute the costs of central services provided across different city departments. The majority of the $19 million interdepartmental budget involves direct charges for services provided by one department to another, like fleet maintenance or engineering work. Approximately 34% of the interdepartmental budget is allocated through an indirect cost allocation plan, which distributes the costs of central support services like accounting, payroll, and IT. The indirect cost allocation plan uses established cost drivers and formulas to distribute these costs, rather than directly tracking every minute of time spent by central services on other departments. The goal is to have a fair, consistent, and equitable way to allocate these central services costs across the various city departments.

Allocation Standards and Authorities: The Government Finance Officers Association (GFOA) advises that indirect cost allocation plans should be fair, consistent, reasonable, and rational. The federal OMB Circular A-87 provides detailed guidance, including the concept of an "allocation pool" that should not be self-allocated. Idaho state code requires distinguishing between ratepayers and taxpayers in cost allocations. The city uses these standards to develop and review its interdepartmental cost allocation methods.

Departments use specific cost drivers for fair expense allocation. The Mayor's office and Legal department estimate time spent, while the Council and Municipal Services Administration (MS Admin) use the prior year (PY) budget. The Clerk's office considers agenda items, and IT splits costs between utility and general expenses based on billings and active directory data. Treasury allocates expenses based on 50% PY revenue and 50% PY customer count, Finance examines PY actual expenses, and HR considers PY personnel costs. These distinct approaches ensure fair distribution of expenses across departments.

Charges for Fleet/Garage Services include direct costs and overhead for facilities and utilities. IT costs are allocated by usage for utility-based expenses, such as network infrastructure, and by the number of user accounts for security and Active Directory. Treasury costs are split equally between cash flow management and revenue collection. Finance costs are allocated based on actual expenses, with more resources dedicated to higher dollar items. The city employs various cost drivers and allocation methods depending on the nature of the central service provided to other departments.

All Participants – Wrap-Up: Discussion, Information & Data Request, Next Steps, and Calendar:
Mayor Casper briefly discussed next Budget Session agenda topics and a brief discussion occurred regarding agenda items for next Tuesday's budget sessions.

There being no further business, the meeting adjourned at 4:46 PM

s/Corrin Wilde
Corrin Wilde, City Clerk

s/Rebecca L. Noah Casper
Rebecca L. Noah Casper, Mayor

680 Park Avenue
Idaho Falls, ID 83402

City Council Meeting
Minutes - Draft

Thursday, July 25, 2024, 7:30 PM City Council Chambers

1. Call to Order

Present: Mayor Rebecca L Noah Casper, Council President Burtenshaw, Councilor Radford, Councilor Ziel-Dingman, Councilor Freeman, Councilor Francis; and Councilor Larsen

Also present:

All available Department Directors
Micheal Kirkham, City Attorney
Corrin Wilde, City Clerk

2. Pledge of Allegiance

Councilor Ziel-Dingman led those present in the Pledge of Allegiance.

3. Public Comment

Jimmy Lee appeared he stated he is 85 years old and has 5 great-grandkids, 5 grandkids, and three sons. He wanted to address the importance of Fentanyl and drug testing in our country. Last year, there were 152,652 deaths, including 36,251 from insomnia drugs, 28,918 from cocaine, and 10,171 from other drugs. Mr. Lee stated that 76,226 deaths were attributed to fentanyl, with 50% affecting children. Mr. Lee believes that our lack of interest and busy schedules contribute to this alarming trend, and he urges us to act against this deadly issue. Mr. Lee expressed concern about drug trafficking from Mexico and third-world countries, which he believes poses a threat to our safety. He recounted an incident at a local Ross store. Mr. Lee stated that he observed a large number of what he described as “illegal immigrants.” Feeling uneasy, he left the store and noticed vans and SUVs transporting these individuals. Mr. Lee called the police to report the situation, but the officer dismissed his concerns, demanding proof. Frustrated by the lack of response from law enforcement, Mr. Lee emphasized the need to protect our country’s freedoms and rights. He urged others to take a stand and not be complacent. Mr. Lee stated there’s a rumor that they’re flying people into our airport at midnight, and some say the mayor is being paid for it.

Faith Neibert, an Idaho Falls resident, expressed her gratitude for the public transportation system, specifically GIFT. As someone who has been blind her whole life, she appreciates having reliable transportation. GIFT allows her to pay with cash or a debit card, which is a big relief—no need to carry cash all the time. Now, she can travel anywhere within the city limits of Idaho Falls, attending events and going to therapy school. Faith uses the service almost daily. However, she mentioned that GIFT discontinued the disability discount, and she now pays $120 a month to get to school and back 4 days a week. While it’s still more affordable than Uber, she hopes there’s a way to address the reasons behind removing the discount. She heard rumors of fraud associated with the discount but wasn’t sure if they were true. Overall, Ms. Neibert valued the service and thanked the Council for implementing the program.

4. Consent Agenda

A. Municipal Services

1) Sale of Used Bucket Truck to Bonneville County

Bonneville County has expressed an interest in purchasing unit 331, a 1993 GMC bucket truck removed from service and listed for surplus. Resolution 2015-01, Section C, a. allows for the sale of surplus property. The vehicle is currently valued at $7,500.00.

2) Fourth Quarter Impact Fee Report

Ordinance 3510 requires quarterly and annual reports to be provided to the Impact Fee Advisory Committee and Council. The report is for the fourth quarter, March 1, 2024 - May 31, 2024. A total of $2,347,529.36 has been received in impact fee payments for the quarter, with $3,059,767.42 of impact fees outstanding, pending the request and issuance of permits. The city changed the Impact Fee software platform to CityWorks on April 1, 2024.

3) Treasurer's Report for May 2024

For the month of May 2024, cash and investments total $175.9. Total fiscal year-to-date receipts received and reconciled to the general ledger were reported at $169.4M, which includes revenues of $89.6M for charges for services and taxes and intergovernmental revenues of $56.9M. Total fiscal year-to-date distributions reconciled to the general ledger were reported at $147.3M. This includes salary and benefits of $55.2M, operating costs of $62.8M, and Capital expenditures of $36.9M.

B. Office of the City Clerk

1) Minutes from Council Meetings

March 25, 2024, City Council Work Session
July 8, 2024, City Council Work Session

2) License Applications

It was moved by President Burtenshaw, seconded by Councilor Larsen to approve, accept, or receive all items on the Consent Agenda according to the recommendations presented. The motion was carried by the following vote: Aye – Councilors Dingman, Radford, Francis, Burtenshaw, Larsen, Freeman. Nay – None

5. Regular Agenda

A. Community Development Services

1) Resolution - Community Development Block Grant (CDBG) PY-2024 Annual Action Plan

Councilor Radford recused himself due to his affiliation with the organization that requested a grant. Councilor Francis, who serves on the Behavioral Crisis Center board, announces this annually and votes because it doesn't financially benefit him.

Mayor Casper mentioned that the hearing lasted four weeks, and received letters of support, but no comments led to reconsideration of program support.

It was moved by Councilor Larsen, seconded by Councilor Dingman to approve the 2024 CDBG Resolution with attendant Council Approved Projects and Activities to be submitted to Housing and Urban Development (HUD) for final approval. The motion was carried by the following vote: Aye – Councilors Freeman, Burtenshaw, Francis, Dingman, Larsen. Nay – None

B. Public Works

1) Easement Vacation - Power Line Easement Instrument No. 534832.

Director Fredericksen stated that the owner of the property in question has requested vacation of the easement depicted in the attached exhibit and as described in the Ordinance. The building that this powerline was serving has been demolished and the easement is no longer needed. City staff have reviewed the request and recommend approval.

It was moved by Councilor Francis, seconded by Councilor Larsen to approve the easement vacation Ordinance under a suspension of the rules requiring three complete and separate readings and request that it be read by title. The motion was carried by the following vote: Aye – Councilors Larsen, Radford, Francis, Dingman, Burtenshaw, Freeman. Nay -None.

At the request of Mayor Casper, the City Clerk read the ordinance by title only:

ORDINANCE NO. 3578

AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, PROVIDING FOR THE VACATION OF A PORTION OF AN EASEMENT LOCATED WITHIN THE CITY OF IDAHO FALLS AND LEGALLY DESCRIBED IN SECTION 1 OF THIS ORDINANCE; PROVIDING THAT TITLE TO SAID VACATED EASEMENT SHALL VEST AS SPECIFIED IN SECTION 3 OF THIS ORDINANCE; PROVIDING THAT THIS ORDINANCE SHALL BE IN FULL FORCE AND EFFECT FROM AND AFTER PASSAGE, APPROVAL, AND PUBLICATION ACCORDING TO LAW

C. Idaho Falls Power

1) Old Lower Powerhouse Soil Profile and Structure Analysis - Gannett Fleming.

Idaho Falls Power General Manager Bear Prairie provided a summary of the request.

In May 2019 City Council approved a professional services agreement with Gannett Fleming to perform a structural analysis of the Old Lower Powerhouse. Four recommendations were made in their report, which was filed with the Federal Energy Regulatory Commission (FERC). FERC has requested further boring investigation of the apparent settling of the southwest wall. Gannett requested four cost estimates from drilling and testing subcontractors and chose the lowest bid to carry out the subcontracted
boring work. The total cost estimate to carry out FERC recommendation number one is $242,404 plus a 10% contingency of $24,240.40 for a total cost of $266,644.40.

Councilor Freeman emphasized the importance of prioritizing safety, stating that it's better to be safe than sorry. Additionally, if Gannett Fleming provides a recommendation, the council is prepared to follow it diligently.

Councilor Francis described this approach as "anticipatory safety" rather than a reactive one.

It was moved by Councilor Freeman, seconded by Councilor Dingman to approve the scope of work for Gannett Fleming to perform soil testing and structural analysis at the Old Lower Powerhouse for a cost of $266,644.40. The motion was carried by the following vote: Aye – Councilors Francis, Dingman, Freeman, Larsen, Radford, and Burtenshaw. Nay - None.

C. Municipal Services

1) Tentative Approval of the 2024/25 Fiscal Year Budget

Director Pam Alexander gave a brief overview of the 2024/25 Fiscal Year tentative budget. The tentative budget for the fiscal year should not exceed $373,670,680. It includes a 3% statutory property tax levy designated for city employee wages and benefits. Additionally, provisions for growth and annexation involve staffing resources for Human Resources, Legal, and Parks and Recreation departments, along with a GIFT grant match of $250,000. The proposal also allocates a 1% forgone levy to support public safety operations for $491,054. Furthermore, there are considerations for new, changed, or increased fees for services. Public notices regarding this budget will be issued on Saturday, July 27, and Saturday, August 3. Public hearings are scheduled for Thursday, August 8, 2024, at 7:30 pm. Council President Burtenshaw appreciated the directors coming together and how we made this a collaborative budget this year. There was a lot of behind-the-scenes work that was done, and she was glad to provide a 3% inflationary increase to the employees, as well as no increase in health insurance. She feels that all of this was a direct result of the directors and leadership coming together from each department. She also expressed excitement about the budgeted amount for GIFT, which she believes is a freedom that can be appreciated

Councilor Freeman wanted to let people know that he feels we did a good job in maintaining our level of service. Although it initially seemed like going backward was a possibility early in the process, the revenues turned out to be good. Councilor Freeman believes it was also important to find funds for a 3% COLA (Cost of Living Adjustment) for the employees and knows it is appreciated. Additionally, the city covered the extra expense of employee health insurance, ensuring that they didn't lose ground. Councilor Freeman takes pride in the fact that we allocated resources to increase public safety, potentially adding six new police officers due to a 1% increase. Councilor Freeman stated that he was pleased with the entire process and felt that we did a great job.

Councilor Francis expressed gratitude to Mayor Casper and Council President Burtenshaw for organizing the priorities meeting in February. During that meeting, the Council listed out priorities, and when you examine the budget line by line, those priorities are precisely reflected in what we put together. Councilor Francis stated that he considers this budget the best he has ever seen in that respect. Mayor Casper stated that the Council has insight and experience, and all of them have expertise and interest in their respective areas. They are rowing in the same direction when it comes to improving the way the city achieves its goals and serves its citizens. She feels the process was successful. She is excited about the good priorities set by the Council. These priorities were genuinely focused on doing better, which made them excellent.

It was moved by Councilor Burtenshaw, seconded by Councilor Larsen that the Council approve the tentative 2024/2025 fiscal year budget for a not to exceed amount of $373,670,680 and give the

authorization to publish them as a public hearing. The motion was carried by the following vote: Aye – Councilors Francis, Dingman, Freeman, Larsen, Radford, Burtenshaw. Nay - None.

6. **Announcements**

Sister Cities Youth Delegation: The delegation's arrival was delayed due to customs issues. Tomorrow's 9:45 a.m. meeting with the youth delegation is canceled. Event rescheduling details will be communicated to the Council.
Farmers Market: On Saturday at 9 a.m., we have the Farmers Market. It's also City of Idaho Falls Day, and Council members have been provided a t-shirt to wear.
Chamber of Commerce Luncheon: On June 30th, the Chamber of Commerce is hosting a luncheon.
Rodeo Events: July 31st: Free family night at Sandy Downs.
August 1st, 2nd, and 3rd: Rodeo days.
Thursday: Family night.
Friday: "Tough Enough to Wear Pink" in support of breast cancer.
Saturday: Veteran's night.
Upcoming Dates:
August 5th: Work Session.
August 6th: National Night Out at Tautphaus Park.
August 7th: Idaho Falls Power Board meeting.
August 8th: City Council Meeting.
August 9th (morning): Groundbreaking for the Idaho Falls Power Peaking plant.

The Mayor provided information on upcoming events. Let it be noted that the stated date for Groundbreaking for the Idaho Falls Power Peaking plant was incorrect. The actual date of this event is August 12th at 10 a.m.

Council President Burtenshaw: responded to public comments received tonight. Mayor Casper granted her the opportunity to speak. She clarified that the City of Idaho Falls does not have any program or policy to bring people to the city illegally. Any claims suggesting otherwise are false. It's crucial to ensure accurate information and dispel rumors promptly. Misinformation can cause confusion, panic, and harm to individuals and communities. Everyone should prioritize truth and transparency.

Additionally, the Council President addressed that this is a story from months ago. She wanted to publicly state the official position. Mayor Casper assured that there are responses to Mr. Lee's concerns, and they hope to communicate with him to provide accurate information

7. **Adjournment.**
   There being no further business, the meeting adjourned at 8:12 p.m.

s/ Corrin Wilde
Corrin Wilde, City Clerk

s/Rebecca L. Noah Casper
Rebecca L. Noah Casper, Mayor

Memorandum

File #: 24-285 **City Council Meeting**

FROM: Pam Alexander, Municipal Services Director
DATE: Tuesday, July 30, 2024
DEPARTMENT: Municipal Services

Subject
Public Hearing for the Proposed Fees for Fiscal Year 2024/25

Council Action Desired
☐ Ordinance ☐ Resolution ☒ Public Hearing
☐ Other Action (Approval, Authorization, Ratification, etc.)
Conduct a public hearing for the proposed 2024/25 fee schedule.

Description, Background Information & Purpose
The Public Hearing has been scheduled for Thursday, August 8, 2024, at 7:30 pm in the Council Chambers of the City Annex Building located at 680 Park Avenue, Idaho Falls, Idaho. Due to the Post Register's inability to post the Notice of Public Hearings for the 2024/25 fiscal year proposed fee schedule (as submitted within the deadline) in printed form on Saturday, July 27, 2024, the Post Register instead published the Notice of Public Hearing for the proposed fees in print on Tuesday, July 30, 2024, and Saturday, August 2, 2024. The fees were also published electronically on Saturday, July 27, 2024. This is considered compliant pursuant to Idaho Code §60-106A(5) which states: "*If the state of Idaho or any political subdivision thereof properly submits a legal notice, advertisement, or publication to a newspaper for publishing and such governmental entity has otherwise met all statutory publication requirements and deadlines, it shall not be liable for failing to comply with publication deadlines provided by law or administrative rule in the event that a newspaper fails to correctly publish such legal notice, advertisement or publication…*".

Alignment with City & Department Planning Objectives



☐ ☒ ☐ ☐ ☐ ☐ ☐ ☐

Public hearings support the good governance community-oriented result by fostering innovative and sound fiscal management. Hearings enable participation, public trust, and transparency.

Interdepartmental Coordination
All City departments participated in the 2024/25 fiscal year budget and fee setting process.

Fiscal Impact
Approval of the proposed 2024/25 fee resolution sets the maximum fees for the fiscal year beginning October 1, 2024.

Legal Review
The Legal Department concurs that the Council action complies with Idaho Code §50-1002 and §60-106A(5).

CITY OF IDAHO FALLS - Fee Changes DRAFT

NOTICE IS HEREBY GIVEN that the City of Idaho Falls proposes to impose the following new fees and fee increases greater than 5% of such fees collected. The additional fees are necessary to cover new services provided by City of Idaho Falls or for increased costs to services currently provided. Public comment on these proposed changes will be received at a public hearing on August 8, 2024, at City of Idaho Falls Council Chambers, in the City Annex Building, located at 680 Park Avenue, Idaho Falls, Idaho, at 7:30 pm.

Item Number	Department / Division / Item Description	Effective October 1, 2023 Fee	Proposed October 1, 2024 Fee	Unit of measurement
SECTION 1	AIRPORT DEPARTMENT			
1.4	Customer Facility Charge, On-Airport Car Rental Companies	$2.50	$4.00	maximum per transaction, per day
1.5	~~Commercial Passenger Enplanement Charge~~ Terminal Rent	~~4.5~~	$40.00	sq ft
1.8	Parking	$15.00	$20.00	maximum per day
SECTION 2	COMMUNITY DEVELOPMENT SERVICES DEPARTMENT			
2.10.e	Mobile home		$30.18	each
2.10.f	Egress Window		$30.18	each
2.10.g	Foundation Only		$100.00	each
2.11.f	Portable Sign		$15.00	each
2.12.j	Fence		$5.00	each
SECTION 4	IDAHO FALLS POWER & FIBER			
	Electrical Service			
4.3	AMI Opt Out – Monthly Charge	$10.00	$11.00	each
4.7	Line Extension for Single Family Home	$1,900.00	$2,000.00	per lot
4.8	Line Extension for Multi-Family Housing	$900.00	$1,000.00	per family unit
4.13.a	Base Energy Charge	$0.042	$0.0440	per KWH
4.13.c	Demand Charge	$10.00	$10.50	per KW for all KW, with a minimum demand charge of $26 per month
4.14.a	Base Energy Charge Consumption	$0.042	$0.0440	per KWH
4.14.b	Base Energy Charge Production	$0.042	$0.0440	per KWH
4.14.d	Demand Charge	$10.00	$10.50	per KW for all KW, with a minimum demand charge of $26 a month
4.15.a	Energy Charge	$0.042	$0.0435	per KWH
4.15.c	Demand Charge	$7.75	$8.25	per KW for all KW
4.16.a	Energy Charge	$0.044	$0.045	per KWH
4.16.b	Demand Charge	$10.00	$10.50	per KW for all KW
4.18.a	Base Energy Charges	$0.069	$0.0715	per KWH
4.18.b	Monthly Service Charge	$22.00	$23.00	per month
4.19.a	Monthly Charge	$22.00	$23.00	per month
4.19.b	Base Energy Charge Consumption	$0.069	$0.0715	per KWH
4.19.c	Base Energy Charge Production	$0.069	$0.0715	per KWH
4.20	City Street Light Energy Charge	$0.085	$0.1000	per KWH
4.21.a	Base Energy Charge	$0.069	$0.0715	per KWH
4.22.a	Base Energy Charge	$0.042	$0.0450	per KWH
4.22.b	Demand Charge	$15.00	$18.00	per KW for all KW
	Public Unlit Fiber Optic Network			
4.3	Backbone Service Fee	$1,600.00	$1,650.00	per single pair fiber, per month
4.8	Monthly Point to Point Dark Fiber (based upon requested fiber count)		$0.20-$0.60	per foot, per month
4.23	High Capacity Residential Monthly Customer Network		$60.00	
	~~Overdue Fine~~	~~$0.10~~	-	per day per item
	~~Maximum Overdue Fine~~	~~$5.00~~	-	per item
5.15	Non-Resident Card Fee	$120.00	$150.00	each
	~~Base Fee~~	~~$15.00~~	~~-~~	~~for first hour~~

Item Number	Department / Division / Item Description	Effective October 1, 2023 Fee	Proposed October 1, 2024 Fee	Unit of measurement
	~~Rate~~	~~$10.00~~	~~-~~	~~each hour or part thereof after~~
	~~Base Fee~~	~~$40.00~~	~~-~~	~~for first hour~~
	~~Rate~~	~~$20.00~~	~~-~~	~~each hour or part thereof after~~
	~~Non-Refundable Food Fee~~	~~$50.00~~	-	~~each~~
SECTION 6	MAYOR'S OFFICE			
	Clerk Licenses and Fees			
6.12	Building Contractors: New License			
6.12.a	Class A License	$225.00	$325.00	per year
6.12.b	Class B License	$225.00	$325.00	per year
6.12.c	Class C License	$225.00	$325.00	per year
6.12.d	Class D License	$ 150.00	$250.00	per year
6.13	Building Contractors: Renewal of Existing License			
6.13.a	Class A License		$225.00	per year
6.13.b	Class B License		$225.00	per year
6.13.c	Class C License		$225.00	per year
6.13.d	Class D License		$150.00	per year
6.14.a	Late Renewal License Fee (Renew late, but within a year, contractor pays late fee, plus appropriate Class A, B,C or D renewal license fee)	$ 75.00	$ 75.00	each
6.14.b	Reinstate Contractor's License Fee (After a year of lapsed license, contractor pays reinstatement fee, plus appropriate Class A, B, C or D renewal license fee.)	$ 100.00	$ 100.00	each
6.14.c	Out of State Reciprocity License	$ 60.00	$ 60.00	per year
6.14.d	In-State Reciprocity License	$ -		
	~~Late Renewal or Reinstatement of Lice~~	~~$75.00~~	~~-~~	~~each~~
	~~Inactive Contractor's License Fee~~	~~$100.00~~	~~-~~	~~each~~
	~~Sign Erection Fee~~	~~$ 60.00~~	~~$ -~~	~~each~~
	~~Electric Sign Fee~~	~~$ 30.00~~	~~$ -~~	~~each~~
	~~Structural Plan Review Fee~~	~~$ 30.00~~	~~$ -~~	~~each~~
SECTION 8	PARKS AND RECREATION DEPARTMENT			
	Sandy Downs			
	~~Fire Pit~~	~~$20.00~~	~~-~~	~~per day~~
	~~Arena~~	~~$100.00~~	~~-~~	~~per day~~
8.1.c	~~Rodeo Setup/Takedown~~ Arena Setup/Takedown	$400.00	$400.00	per day
	~~Horseback Riding Permit – Annual Fan~~	~~$50.00~~	~~-~~	~~per year, per family~~
	~~Stall Daily (24 Hour)~~	~~$10.00~~	~~-~~	~~per day~~
	~~Stall Monthly~~	~~$45.00~~	~~-~~	~~per month~~
	~~Tack Room Monthly~~	~~$20.00~~	~~-~~	~~per month~~
	~~Horse Walker Monthly~~	~~$25.00~~	~~-~~	~~per month~~
	~~Horseback Riding Permit Annual~~	~~$20.00~~	~~-~~	~~per year~~
	Parks			
8.2.a.ii	~~Small~~ Shelter / Deck / Plaza (Resident)	$114.00	$114.00	per day
	~~6 Hour Blocks for Shelter Rental Full D~~	~~$150.00~~	~~-~~	~~per day~~
8.2.a.iii	Band Shell~~/The Broadway Plaza~~	$306.00	$306.00	per day
	~~Multi-Purpose Shelter (Per Event)~~	~~$306.00~~	~~-~~	~~per day~~
	~~Sportsman's Island Deck Area (Upper~~	~~$360.00~~	~~-~~	~~per day~~
	~~Sportsman's Park Reservations~~	~~$600.00~~	~~-~~	~~per day~~
8.2.a.iv	Jenson Overlook Deck Area (Resident)	$60.00	$60.00	per day
8.2.a.ix	Taylors' Rock Garden (Four Hour Block) (Resident)	$150.00	$150.00	per day
8.2.a.xii	Camping Fee for South Tourist Park	$18.00	$40.00	per night
8.2.a.xiii.1.	Non-resident Fee	$36.00	$42.00	per day
	~~Volleyball Set Deposit~~	~~$12.00~~	~~-~~	~~each~~
	~~Banners (Set of 10)~~	$180.00	-	first set of 10
	~~Additional Banner(s) (Each)~~	$14.00	-	each
8.2.f	Shelter/Deck/Plaza (Non-Resident)		$225.00	day

Item Number	Department / Division / Item Description	Effective October 1, 2023 Fee	Proposed October 1, 2024 Fee	Unit of measurement
8.2.g	Jenson Overlook Deck Area (Non-Resident)		$120.00	day
8.2.h	Taylors' Rock Garden (Four Hour Block) (Non-Resident)		$300.00	four hour block
	Tautphaus Park Zoo			
8.9.a.i.1.	Non-Resident	$9.00	$10.00	each
8.9.a.i.2.	Resident	$6.00	$7.00	each
8.9.a.ii.1.	Non-Resident	$6.00	$8.00	each
8.9.a.ii.2.	Resident	$4.00	$5.00	each
8.9.a.ii.3.	Military Rate	$7.00	$9.00	each
8.9.a.iii.1.	Non-Resident	$7.50	$8.00	each
8.9.a.iii.2.	Resident	$5.50	$6.50	each
8.9.a.v	Educational/Group – Adult	$8.00	$9.00	each
8.9.a.vi	Educational/Group – Child (3-12 Years)	$5.50	$6.50	each
8.9.a.vii	Educational/Group – Senior (62+)	$6.50	$7.50	each
8.9.c	Zumba in the Zoo and Yoga on the Green (Classes twice per week during open season)	$5.00	$6.00	each
8.9.d.i.1.	Member	$13.00	$15.00	each
8.9.d.i.2.	Non-member	$15.00	$17.00	each
8.9.d.ii.1.	Member	$16.00	$18.00	each
8.9.d.ii.2.	Non-member	$20.00	$22.00	each
8.9.d.iii.1.	Member	$24.00	$26.00	each
8.9.d.iii.2.	Non-member	$30.00	$32.00	each
8.9.d.iv.1.	Member	$32.00	$34.00	each
8.9.d.iv.2.	Non-member	$40.00	$42.00	each
8.9.d.v.1.	Member	$48.00	$50.00	each
8.9.d.v.2.	Non-member	$60.00	$62.00	each
8.9.d.vi	3 Hour Class – Week-long (7-9 Years)	$100.00	$104.00	each
8.9.d.vii	3 Hour Class – Week-long (7-9 Years) Members	$80.00	$84.00	each
8.9.d.viii	7 Hour Class – Week-long (10-12 Years)	$160.00	$168.00	each
8.9.d.ix	7 Hour Class – Week-long (10-12 Years) Members	$128.00	$134.00	each
8.9.d.x	Behind the Scenes Tours	$50.00	$60.00	each
8.9.d.xi	Behind the Scenes Tours Members	$40.00	$50.00	each
8.9.d.xii	One-Stop Behind the Scenes Look Zoo Member	$10.00	$14.00	each
8.9.d.xiii	One-Stop Behind the Scenes Look Non-Member	$15.00	$19.00	each
8.9.d.xiv	Overnight Safari	$55.00	$70.00	each
8.9.d.xv	Overnight Safari Members	$50.00	$65.00	each
8.9.d.xvi	Group Overnight Safari	$50.00	$65.00	each
8.9.d.xvii	Group Overnight Safari Members	$40.00	$55.00	each
8.9.d.xxi	Penguin Feeding Program (Fee for Fish to Feed Penguins)	$5.00	$7.00	each
8.9.d.xxii	Keeper for a Day	$100.00	$105.00	each
8.9.d.xxiii.1.a	Non-Resident	$10.00	$12.00	each
8.9.d.xxiii.1.b	Resident	$5.00	$7.00	each
8.9.d.xxiii.1.c	School Group ($2.82 Tax exempt)	$3.00	$5.00	each
8.9.d.xxiii.2.a	Non-Resident	$5.00	$7.00	each
8.9.d.xxiii.2.b	Resident	$3.50	$5.50	each
8.9.d.xxiii.2.c	School Group ($2.82 Tax exempt)	$3.00	$5.00	each
8.9.d.xxiii.3.a	Non-Resident	$10.00	$11.00	each
8.9.d.xxiii.3.b	Resident	$5.00	$6.00	each
8.9.d.xxiii.3.c	School Group ($2.82 Tax exempt)	$3.00	$4.00	each
8.9.d.xxiii.4.a	Non-Resident	$20.00	$30.00	each
8.9.d.xxiii.4.b	Resident	$15.00	$20.00	each
8.9.d.xxiv.1.	TPZS Member	$45.00	$50.00	each
8.9.d.xxiv.2.	Non-member	$50.00	$55.00	each

Item Number	Department / Division / Item Description	Effective October 1, 2023 Fee	Proposed October 1, 2024 Fee	Unit of measurement
8.9.d.xxv	Evening After Hours Private Events	$75.00	$80.00	each
8.9.e.i	Main Zoo Tent Rental - Per Hour During Regular Hrs	$100.00	$125.00	an hour
8.9.e.ii	Main Zoo Tent Rental - Per Hour After Regular Hrs	$200.00	$250.00	an hour
8.9.e.iii	Animal Encounter Show	$35.00	$40.00	each
8.9.e.vi	Tent (10' X 10')	$35.00	$40.00	each
8.9.e.vii	Tent (20' X 40')	$120.00	$180.00	each
8.9.e.viii	Large Tent (40' x 90') Rental	$1,500.00	$2,000.00	a day
8.9.e.x	Wagon/Stroller Rental	$5.00	$6.00	each
8.9.e.xi	Single Maeck Center Classroom Hourly	$200.00	$220.00	per hour
8.9.e.xii	Single Maeck Center Classroom Daily (eight-hours)	$500.00	$600.00	Maximum a day
8.9.e.xiii	All Three Maeck Center Classrooms Daily (eight-hours)	$1,500.00	$1,700.00	Maximum a day
8.9.f.i	Birthday Package (only 10 a.m. or 2 p.m.) ($50 non-refundable deposit)	$150.00	$180.00	each
8.9.f.ii	Daytime Event ($25 non-refundable deposit)	$175.00	$200.00	each
8.9.f.iii	Daytime Event ($100 non-refundable deposit)	$250.00	$325.00	each
8.9.f.iv	Private Evening Event ($200 non-refundable deposit)	$650.00	$800.00	each
8.9.f.v	Off Season Birthday Party	$200.00	$250.00	each
8.9.g.i	Adult	$40.00	$45.00	each
8.9.g.ii	Child (4-12)	$30.00	$35.00	each
8.9.h.i	Onsite Tours (Max 25 People)	$20.00	$25.00	each
8.9.h.ii.1.	Within Districts No. 91 and No. 93 (Non-Profit)	$49.50	$55.00	each
8.9.h.ii.2.	Within Districts No. 91 and No. 93 (Profit)	$60.50	$65.00	each
8.9.h.ii.3.	Outside Districts No. 91 and No. 93 (Up tp 30 Mile Radius)	$66.00	$82.00	each
8.9.h.ii.4.	Outside D91/D93 Between 30-50 Mile Radius	$77.00	$82.00	each
8.9.h.ii.5.	Any Second Program on the Same Day as First	$38.50	$45.00	each
8.9.h.iii.1.	Within Districts No. 91 and No. 93 (Non-Profit)	$110.00	$125.00	each
8.9.h.iii.2.	Within Districts No. 91 and No. 93 (Profit)	$137.50	$175.00	each
8.9.h.iii.3.	Outside Districts No. 91 and No. 93 (50 Mile Radius)	$137.50	$190.00	each
8.9.h.iii.4.	Outside Districts No. 91 and No. 93 (Over 100 Mile Radius)	$275.00	$325.00	each
8.9.h.iii.5.	Any Second Program on the Same Day as First	$44.00	$49.00	each
8.9.h.iv.1.	Within Districts No. 91 and No. 93 (Non-Profit)	$130.00	$140.00	each
8.9.h.iv.2.	Within Districts No. 91 and No. 93 (Profit)	$130.00	$175.00	each
8.9.h.iv.3.	Outside Districts No. 91 and No. 93 (30 Mile Radius)	$165.00	$190.00	each
8.9.h.iv.4.	Any Second Program on the Same Day as First	$40.00	$45.00	each
8.9.i.i	50-100 Miles	$120.00	$160.00	each
8.9.i.ii	101-150 Miles	$170.00	$225.00	each
8.9.i.iii	151-200 Miles	$220.00	$325.00	each
8.9.i.iv	Additional Programs Fees (Same Day up to 3)	$70.00	$55.00	each

Item Number	Department / Division / Item Description	Effective October 1, 2023 Fee	Proposed October 1, 2024 Fee	Unit of measurement
8.9.j	Zoo Traveling Trunks	$10.00	$15.00	per trunk, per week, plus shipping costs
	War Bonnet Rodeo			
8.10.a.ii	Adult Thursday night	$25.00	$22.00	each
8.10.a.iii	Adult Friday night	$25.00	$27.00	each
8.10.a.iv	Adult Saturday night	$30.00	$27.00	each
8.10.b.i	Thursday and Friday Night	$200.00	$500.00	each
8.10.b.ii	Saturday Night	$250.00	$500.00	each
8.10.d	Reserved			
8.10.d.i	Adult Thursday Reserved		$30.00	seat
8.10.d.ii	Adult Friday Reserved		$35.00	seat
8.10.d.iii	Adult Saturday Reserved		$35.00	seat
	Golf			
8.13.a.i	Weekday 9 Holes	$22.00	$23.00	each
8.13.a.ii	Weekday 18 Holes	$37.00	$38.00	each
8.13.a.iii	Weekend 9 Holes	$23.00	$24.00	each
8.13.a.iv	Weekend 18 Holes	$38.00	$39.00	each
8.13.b.i	Weekday 9 Holes	$19.00	$20.00	each
8.13.b.ii	Weekday 18 Holes	$34.00	$35.00	each
8.13.b.iii	Weekend 9 Holes	$20.00	$21.00	each
8.13.b.iv	Weekend 18 Holes	$35.00	$36.00	each
8.13.d	Junior Green Fee 18 Holes	$15.00	$18.00	each
	~~Make-Up Green Fees~~			
	~~Make-Up One~~	~~$7.25~~	~~-~~	~~each~~
	~~Make-Up Two~~	~~$3.00~~	~~-~~	~~each~~
	~~Make-Up Three~~	~~$1.00~~	~~-~~	~~each~~
	~~Junior Green Fee~~	~~$15.00~~	~~-~~	~~each~~
8.13.e.i	First Adult*	$956.01	$1,006.01	each
8.13.e.ii	Second Adult*	$805.24	$855.24	each
8.13.e.iii	First Senior 5-Day*	$734.85	$784.85	each
8.13.e.iv	Second Senior 5-Day*	$680.73	$730.73	each
8.13.e.v	First Senior 7-Day*	$845.83	$895.83	each
8.13.e.vi	Second Senior 7-Day*	$791.72	$841.72	each
8.13.e.vii	Young Adult Pass*	$669.96	$703.46	each
8.13.e.viii	Full-Time Junior*	$315.77	$331.56	each
8.13.f.i	First Adult*	$1,007.55	$1,057.93	each
8.13.f.ii	Second Adult*	$852.93	$895.58	each
8.13.f.iii	First Senior 5-Day*	$764.67	$821.00	each
8.13.f.iv	Second Senior 5-Day*	$704.11	$749.00	each
8.13.f.v	First Senior 7-Day*	$898.02	$940.00	each
8.13.f.vi	Second Senior 7 Day*	$839.40	$881.37	each
8.13.g.i	Punch 10-9 Hole	$175.50	$184.50	each
8.13.g.ii	Punch 10-18 Hole	$310.50	$319.50	each
8.13.g.iii	Punch 20-9 Hole	$341.25	$358.75	each
8.13.g.iv	Punch 20-18 Hole	$603.75	$621.25	each
8.13.h.i	Punch 10-9 Hole	$202.50	$211.50	each
8.13.h.ii	Punch 10-18 Hole	$337.50	$346.50	each
8.13.h.iii	Punch 20-9 Hole	$393.75	$411.25	each
8.13.h.iv	Punch 20-18 Hole	$656.25	$673.75	each
	~~Locker~~			
	~~Locker Fee Yearly~~	$190.44	~~-~~	~~per year~~
	~~Locker Fee~~	~~$14.43~~	~~-~~	~~each~~
8.13.i.i	Mini Bucket		$3.50	each
8.13.i.ii	Small Bucket	$5.00	$5.50	each
8.13.i.iii	Medium Bucket	$6.50	$7.50	each
8.13.i.iv	Large Bucket	$6.50	$9.50	each
8.13.i.v	Mini Bucket 10 Punch Pass		$29.75	each
8.13.i.vi	Small Bucket 10 Punch Pass	$42.50	$46.75	each
8.13.i.vii	Medium Bucket 10 Punch Pass	$55.25	$63.76	each
8.13.i.viii	Mini Bucket 20 Punch Pass		$56.00	each
8.13.i.ix	Small Bucket 10 Punch Pass	$80.00	$88.00	each
8.13.i.x	Medium Bucket 20 Punch Pass	$104.00	$120.00	each
8.13.k.i	Golf Cart Per Rider 9 Holes	$8.50	$9.50	each
8.13.k.ii	Golf Cart Per Rider 18 Holes	$17.00	$19.00	each
8.13.k.v	11 Cart Punch Pass	$85.00	$95.00	each
8.13.k.vi	22 Cart Punch Pass	$165.00	$185.25	each
8.13.l	Single Rider Cart Pass Annual	$1,085.75	$1,212.58	per year

Item Number	Department / Division / Item Description	Effective October 1, 2023 Fee	Proposed October 1, 2024 Fee	Unit of measurement
8.13.m	Two Rider (Family) Cart Pass Annual	$1,397.30	$1,561.00	per year
8.13.n.ii	Medical Cart Usage Fee Yearly	$263.29	$293.00	per year
8.13.o.i	High End Clubs	$20.00	$30.00	each
8.13.o.ii	Standard Clubs	$7.95	$20.00	each
8.13.p.i	High End Clubs	$30.00	$50.00	each
8.13.p.ii	Standard Clubs	$10.00	$30.00	each
8.13.q.i	Eagle Pass/Punch Partner Sponsorship package	$1,650.00	$1,925.00	each
8.13.q.ii	Birdie Pass/Punch Partner Sponsorship package	$1,095.00	$1,325.00	each
8.13.q.iii	Par Partner Sponsorship package	$795.00	$1,075.00	each
8.13.q.iv	Junior Partner Sponsorship package	$500.00	$650.00	each
8.13.q.v	Tee Marker Sign Ad - all 3 courses	$500.00	$600.00	each
8.13.q.vii	Tee Marker Sign Ad - Short Course	$150.00	$200.00	each
8.13.q.viii	Golf Cart Ad (June or July or August)	$500.00	$600.00	each
8.13.q.ix	Golf Cart Ad (May or September)	$400.00	$500.00	each
8.13.q.x	Golf Cart Ad (April or October)	$250.00	$350.00	each
8.13.q.xi	Golf Shop Monitor Ad (3 rotating months)	$200.00	$500.00	each
SECTION 9	POLICE DEPARTMENT			
9.1.a	Downtown Resident Parking Permit	$15.00	$20.00	per year
9.1.b	Downtown Unlawful Parking Citation	$20.00	$25.00	each
9.1.c	Second Unlawful Parking Citation within 30 days of Prior Citation	$35.00	$40.00	each
9.1.d	Third or subsequent Unlawful Parking Citation within 30 days of Prior Citation	$50.00	$55.00	each
9.1.e	Unlawful Parking in a Spot Designated for Persons with Disabilities	$50.00	$55.00	each
9.1.f	Any other Violation of the Public Parking Ordinance	$20.00	$25.00	each
9.1.g	Violation of Snow Removal Ordinance	$45.00	$50.00	each
9.2	Abandoned Vehicle Reclamation – Processing Fee	$15.00	$20.00	each
9.3.a	Public Conveyance Operator	$45.00	$50.00	each
9.3.b	Taxi Operator	$45.00	$50.00	each
9.3.c	Courtesy Vehicle Operator	$45.00	$50.00	each
9.3.d	Child Care Worker Certification	$45.00	$50.00	each
9.3.e	On-Site Non Provider Certification	$45.00	$50.00	each
9.3.f	Door-To-Door Solicitors	$45.00	$50.00	each
9.3.g	Fingerprint Card	$12.00	$15.00	each
9.4.a	Secondary Employment Equipment Fee	$10.00	$15.00	each
9.6.a.i	Unaltered Dog and Cat License	$32.00	$35.00	per year
9.6.a.ii	Altered Dog and Cat License	$12.00	$35.00	per year
9.6.a.iii	Duplicate Tag Fee	$1.00	$3.00	each
9.6.a.iv	Additional Dog Permit Fee	$90.00	$95.00	per year
9.6.a.v	Dog License Permit Fee	$111.00	$115.00	per year
9.6.b.i	Euthanasia – Dogs and Cats (Resident)	$35.00	$60.00	each
9.6.b.i.1	Euthanasia – Dogs and Cats (Non-Resident)		$80.00	each
9.6.b.ii	Euthanasia - Trapped Squirrels	$3.00	$5.00	each

Item Number	Department / Division / Item Description	Effective October 1, 2023 Fee	Proposed October 1, 2024 Fee	Unit of measurement
9.6.b.iii	Animal Surrender per animal	$25.00	$30.00	per animal
9.6.b.iv	Out of County Stray	$25.00	$30.00	each
9.6.c.i	Microchip	$25.00	$30.00	each
9.6.c.ii	Microchip Transfer	$10.00	$15.00	each
9.6.c.iii	Cremation fee	$25.00	$60.00	each
9.6.c.iv	Ashes return fee 0-25 lbs	$65.00	$85.00	each
9.6.c.v	Ashes return fee 26-60 lbs	$85.00	$105.00	each
9.6.c.vi	Ashes return fee 61-100 lbs	$120.00	$140.00	each
9.6.c.vii	Ashes return fee over 100 lbs	$160.00	$180.00	each
9.6.c.viii	Impound Fee	$30.00	$35.00	each
9.6.c.ix	Boarding Fee (full service)	$30.00	$35.00	per day
9.6.c.x	Boarding Fee (owner provides food)	$20.00	$25.00	per day
9.6.d	Digital Forensic Service for Outside Agencies	$100.00	$300.00	each
SECTION 10	PUBLIC WORKS			
	Sanitation Division			
10.6.a	Motorcycle, ATV or UTV	Current County Fee ~~$2.00/Each~~	Current County Fee	
10.6.b	Automobile, Light Truck	Current County Fee ~~$3.00/Each~~	Current County Fee	
10.6.c	Truck	Current County Fee ~~$6.00/Each~~	Current County Fee	
10.6.d	Farm Implement	Current County Fee ~~$25.00/Each~~	Current County Fee	
10.6.e	Earth Moving Equipment	Current County Fee~~$50.00/Each~~	Current County Fee	
10.6.f	Shredded Tires	Current County Fee~~$250.00/Ton~~	Current County Fee	
10.6.g	Bulk Tires	Current County Fee~~$250.00/Ton~~	Current County Fee	
	Transit Division			
10.1	Microtransit User Fee (Includes $1 Booking or $1 Technology Fee)	$10.00	$10.00	Maximum per person, per boarding
10.2	Microtransit User Fee (Afterhours special service - Includes $1 Booking or $1 Technology Fee)	$15.00	$15.00	Each
10.3	Prescheduled Ride Cancellation (Less than 1 hour in advance)		Same as User Fee	
10.4	On Demand Ride Cancellation		Same as User Fee	
10.5	Special Event Service		Actual Cost	
	Wastewater Division			
10.3	Sewer Main Connection Charge	$27.00	$28.35	per front foot of property owned upon street or public right-of-way within which a sewer main is located
10.4.a	Single Family Dwellings, including condominium units and mobile homes (excluding separate apartment units within such dwelling), per dwelling or unit	$25.00	$26.25	per month
10.4.b	Duplex, per dwelling or unit	$25.00	$26.25	per month
10.4.c	Apartment Unit (tenant pays bill), per unit	$18.70	$19.65	per month
10.5.a	Category 1 (Commercial Apartment Buildings where landlord pays bill) per apartment unit	$23.30	$24.45	per month
10.5.b	Category 2 (Bar, Church, Gym, Office Space, Retail, Salon, Shop, Warehouse), per business	$31.10	$32.65	per month

Item Number	Department / Division / Item Description	Effective October 1, 2023 Fee	Proposed October 1, 2024 Fee	Unit of measurement
10.5.c	Category 3 (Big Box Retail, Car Sales, Convenience Store, Day Care, Fast Food, Medical Office), per business	$56.45	$59.25	per month
10.5.d	Category 4 (Hall, Restaurant), per business	$82.50	$86.65	per month
10.5.e	Category 5 (Grocery Store, Hotel or Rest Home with 20 rooms or less), per business	$153.95	$161.65	per month
10.5.f	Category 6 (Hotel or Rest Home with more than 20 rooms), per business	$893.15	$937.80	per month
10.6.a	Elementary Schools, per 50 students or fraction thereof	$11.05	$11.60	per month
10.6.b	Junior High Schools, High Schools, Colleges, and Universities, per 50 students or fraction thereof	$14.10	$14.80	per month
10.7.a	Base Charge	$4.08	$4.28	per month
10.7.b	Plus per each 1,000 gallons of metered water	$2.55	$2.68	per month
10.9.a	Monthly Non-metered Residential Construction Water Rate, Single Family Dwellings and Duplex (excluding separate apartments units in such dwelling), per dwelling or unit	$12.35	$12.95	per month
10.9.b	Monthly Non-metered Apartment Construction Water Rate, per unit	$9.30	$9.75	per month
10.9.c	Monthly Non-metered Commercial Construction Water Rate, per building	$26.35	$27.65	per month
10.10.a.i	Flow	$0.72	$0.7557	per 1,000 Gallons
10.10.a.ii	BOD	$0.72	$0.7576	per Pound
10.10.a.iii	TSS	$0.44	$0.4662	per Pound
10.10.b.i	Flow	$0.72	$0.7557	per 1,000 Gallons
10.10.b.ii	BOD	$0.72	$0.7576	per Pound
10.10.b.iii	TSS	$0.44	$0.4662	per Pound
10.10.c.i	Flow	$1.03	$1.0861	Per 1,000 Gallons
10.10.c.ii	BOD	$0.79	$0.8334	per Pound
10.10.c.iii	TSS	$0.49	$0.5128	per Pound
10.10.d	Intermountain Packing			
10.10.d.i	Flow	$0.72	$0.7557	Per 1,000 Gallons
10.10.d.ii	BOD	$0.72	$0.7576	per Pound
10.10.d.iii	TSS	$0.44	$0.4662	per Pound
10.11.a	City of Ammon	$3.72	$3.91	per 1,000 Gallons
10.11.c	Iona Bonneville Sewer District	$3.72	$3.91	per 1,000 Gallons
10.11.e	City of Ucon	$3.65	$3.83	per 1,000 Gallons
10.15.b.i	0 ≥ 500 Gallons	$48.20	$50.60	each
10.15.b.ii	501 ≥ 1000 Gallons	$96.40	$101.20	each
10.15.b.iii	1001 ≥ 1500 Gallons	$144.60	$151.80	each
10.15.b.iv	1501 ≥ 2000 Gallons	$192.80	$202.40	each
10.15.b.v	2001 ≥ 2500 Gallons	$241.00	$253.00	each
10.15.b.vi	2501 ≥ 3000 Gallons	$289.20	$303.60	each
10.15.b.vii	3001 ≥ 3500 Gallons	$337.40	$354.20	each
10.15.b.viii	3501 ≥ 4000 Gallons	$385.60	$404.80	each
10.15.b.ix	4001 ≥ 4500 Gallons	$433.80	$455.40	each
10.15.b.x	4501 ≥ 5000 Gallons	$482.00	$506.00	each
10.15.b.xi	5001 ≥ 5500 Gallons	$530.20	$556.60	each
10.15.b.xii	5501 ≥ 6000 Gallons	$578.40	$607.20	each
	Water Division			
10.1.a	1” Service Connection	$2,988.00	$3,080.00	each
10.1.b	1.5” Service Connection	$5,378.00	$5,544.00	each
10.1.c	2” Service Connection	$8,665.00	$8,932.00	each
10.1.d	3’’ Service Connection	$30,478.00	$31,416.00	each
10.1.e	4” Service Connection	$59,760.00	$61,600.00	each
10.1.f	6” Service Connection	$108,763.00	$112,112.00	each
10.1.g	8” Service Connection	$190,037.00	$195,888.00	each

Item Number	Department / Division / Item Description	Effective October 1, 2023 Fee	Proposed October 1, 2024 Fee	Unit of measurement
10.3.	Water Main Connection Charge	$46.10	$48.40	per front foot of property owned upon street or public right-of-way within which a water main is located
10.7.a	Single Family Dwellings and Mobile Homes (excluding separate apartment units within such dwelling)	$28.20	$31.60	per month, per dwelling or unit
10.7.b	Large, Landscaped Residential Lot Rate	$20.10	$22.50	per month, per acre of fraction thereof over 0.75 acres
10.7.c	Duplex Rate	$28.20	$31.60	per month, per dwelling or unit
10.7.d	Apartment Unit (tenant pays bill)	$22.60	$25.30	per month, per unit
10.8.a	Category 1 (Commercial Apartment Buildings where landlord pays bill)	$22.60	$25.30	per month, per apartment unit
10.8.b	Category 2 (Bar, Church, Gym, Office Space, Retail, Salon, Shop, Warehouse)	$39.90	$44.70	per month, per business
10.8.c	Category 3 (Big Box Retail, Car Sales, Convenience Store, Day Care, Fast Food, Medical Office)	$49.95	$56.00	per month, per business
10.8.d	Category 4 (Hall, Restaurant)	$131.70	$147.50	per month, per business
10.8.e	Category 5 (Grocery Store, Hotel or Rest Home with 20 rooms or less)	$189.60	$212.40	per month, per business
10.8.f	Category 6 (Hotel or Rest Home with more than 20 rooms)	$395.00	$442.40	per month, per business
10.9.a	Elementary Schools	$16.75	$18.75	per month, per 50 students or fraction thereof
10.9.b	Junior High Schools, High Schools, Colleges, and Universities	$21.05	$23.60	per month, per 50 students or fraction thereof
10.10.a	Single Family Dwellings and Mobile Homes	$15.05	$16.85	per month, per dwelling or separately owned landscape parcel
10.10.b	Large, Landscaped Residential Lot Rate	$20.10	$22.50	per month, per acre of fraction thereof over 0.75 acres
10.10.c	Duplex Rate	$7.50	$8.40	per month, per dwelling or unit
10.10.d	Apartment Unit (tenant pays bill)	$3.75	$4.20	per month, per unit
10.11.	Monthly Non-metered Commercial Irrigation Water Rate (All Commercial Categories plus Private Parks, Privately Maintained Common Area or Parcel)	$0.26	$0.30	per month, per 100 square feet of calculated landscape area
10.12.	Monthly Non-metered School Irrigation Water Rate	$15.40	$17.25	per month, per acre or fraction thereof
	~~Construction water rates~~			
	~~Monthly Non-metered Residential Construction Water Rate, Single Family Dwellings and Duplex (excluding separate apartments units in such dwelling)~~	$12.10	-	~~per month, per dwelling or unit~~
	~~Monthly Non-metered Apartment Construction Water Rate~~	$9.75	-	~~per month, per unit~~
	~~Monthly Non-metered Commercial Construction Water Rate~~	$21.45	-	~~per month, per building~~
10.13.	Water Meter Fees for New Development			
10.13.a	Water Meter and AMI Endpoint Purchase 1"		$370.23	each
10.13.b	Water Meter and AMI Endpoint Purchase 1.5"		$802.78	each
10.13.c	Water Meter and AMI Endpoint Purchase 2"		$1,024.95	each
10.13.d	Water Meter and AMI Endpoint Purchase 3"		$2,413.59	each
10.13.e	Water Meter and AMI Endpoint Purchase 4"		$2,954.60	each
10.13.f	Water Meter and AMI Endpoint Purchase 6"		$4,485.55	each
10.14.	Fire Hydrant Meter Assembly Deposit	$1,800.00	$1,950.00	per hydrant meter assembly
10.16.a	5/8” Meter	$31.90	$35.75	per month

Item Number	Department / Division / Item Description	Effective October 1, 2023 Fee	Proposed October 1, 2024 Fee	Unit of measurement
10.16.b	3/4” Meter	$31.90	$35.75	per month
10.16.c	1” Meter	$31.90	$35.75	per month
10.16.d	1-1/4” Meter	$40.05	$44.85	per month
10.16.e	1-1/2” Meter	$53.25	$59.65	per month
10.16.f	2” Meter	$63.85	$71.50	per month
10.16.g	3” Meter	$74.35	$83.25	per month
10.16.h	4” Meter	$106.25	$119.00	per month
10.16.i	6” Meter	$202.40	$226.70	per month
10.16.j	8” Meter	$319.10	$357.40	per month
10.17.	Monthly Metered Water Volumetric Rate	$0.80	$0.90	per month, per each 1,000 gallons used
10.19.	Outside of City Billing Rates	200%	110%	of Metered Rates or Non-metered Rates as Set Forth Above for City Residents

Memorandum

File #: 24-286 **City Council Meeting**

FROM: Pam Alexander, Municipal Services Director
DATE: Tuesday, July 30, 2024
DEPARTMENT: Municipal Services

Subject
Public Hearing to Levy 1% Forgone for Fiscal Year 2024/25

Council Action Desired
☐ Ordinance ☐ Resolution ☒ Public Hearing
☐ Other Action (Approval, Authorization, Ratification, etc.)
Conduct a public hearing to levy 1% of the 2024/25 forgone amount in accordance with Idaho Code §63-802(1)(e)(ii).

Description, Background Information & Purpose
The public hearing is scheduled for Thursday, 8 August 2024, at 7:30 pm in the Council Chambers of the City Annex Building located at 680 Park Avenue, in Idaho Falls, Idaho. The Notice of Public Hearing for the 2024/25 forgone intent to levy was published on Saturday, 27 July 2024 and Saturday, 3 August 2024.

Alignment with City & Department Planning Objectives



☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐

Public hearings support the good governance community-oriented result by fostering innovative and sound fiscal management. Hearings enable participation, public trust, and transparency.

Interdepartmental Coordination
All City departments participated in the 2024/25 fiscal year budget.

Fiscal Impact
The proposed 2024/25 forgone levy will add up to $491,054, or 1% statutory allowable property tax for the fiscal year 2024/25, for the purpose of funding the maintenance and operation needs of the City's public safety operations.

Legal Review
The Legal Department concurs that the Council action complies with Idaho Code §63-802.

The City of Idaho Falls hereby gives notice of the City's intent to certify 1% of the City's forgone balance in the amount of $491,054.00 to be included in the City's 2024/25 budget for the specific purpose of funding the maintenance and operation needs of the City's public safety operations. A public hearing will take place on Thursday, August 8, 2024, at 7:30 pm, in the City Council Chambers located at 680 Park Avenue, Idaho Falls, Idaho.

Publish Dates: Saturday, July 27, 2024, and Saturday, August 3, 2024

Memorandum

File #: 24-284 **City Council Meeting**

FROM: Pam Alexander, Municipal Services Director
DATE: Tuesday, July 30, 2024
DEPARTMENT: Municipal Services

Subject
Public Hearing for the 2024/25 Fiscal Year Budget

Council Action Desired
☐ Ordinance ☐ Resolution ☒ Public Hearing
☐ Other Action (Approval, Authorization, Ratification, etc.)
Conduct a public hearing for the 2024/25 fiscal year budget.

Description, Background Information & Purpose
The Public Hearing has been scheduled for Thursday, August 8, 2024, at 7:30 pm in the Council Chambers of the City Annex Building located at 680 Park Avenue, Idaho Falls, Idaho. Pursuant to Idaho Code §50-1002, the Notice of Public Hearings for the 2024/25 fiscal year budget was published on Saturday, July 27, 2024, and Saturday, August 3, 2024.

Alignment with City & Department Planning Objectives



☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐

Public Hearings support the good governance community-oriented result by fostering innovative and sound fiscal management. Hearings enable participation, public trust, and transparency.

Interdepartmental Coordination
All city departments have participated in the 2024/25 fiscal budget process.

Fiscal Impact
Approval of the Tentative 2024/25 fiscal year budget occurred on Thursday, July 25, 2024 in a Council Budget meeting. This approval established a maximum level for total expenditures that cannot be exceeded in the appropriations ordinance.

Legal Review
The Legal Department concurs that the Council action complies with Idaho Code §50-1002.



2025
ADOPTED ANNUAL BUDGET

IDAHO FALLS

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IDAHO FALLS

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IDAHO FALLS OVERVIEW

DIRECTORY OF CITY OFFICIALS



Mayor
Rebecca Casper
mayor@idahofalls.gov



Council President
Lisa Burtenshaw
lburtenshaw@idahofalls.gov



Council Member
Michelle Ziel-Dingman
mdingman@idahofalls.gov



Council Member
Jim Freeman
jfreeman@idahofalls.gov



Council Member
Jim Francis
jfrancis@idahofalls.gov



Council Member
John Radford
jradford@idahofalls.gov



Council Member
Kirk Larsen
klarsen@idahofalls.gov

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PROFESSIONAL STAFF MANAGEMENT TEAM

City Attorney
Michael Kirkham

Fire Chief
Duane Nelson

Police Chief
Bryce Johnson

Parks & Recreation Director
Paul Holm

Community Development Director
Wade Sanner

Municipal Services Director
Pamela Alexander

Public Works Director
Chris Fredericksen

Human Resources Director
Darin Jones

Library Director
Robert Wright

Idaho Falls Power Director
Travis Prairie

Airport Director
Ian Turner

Finance Manager/Treasurer
Mark Hagedorn

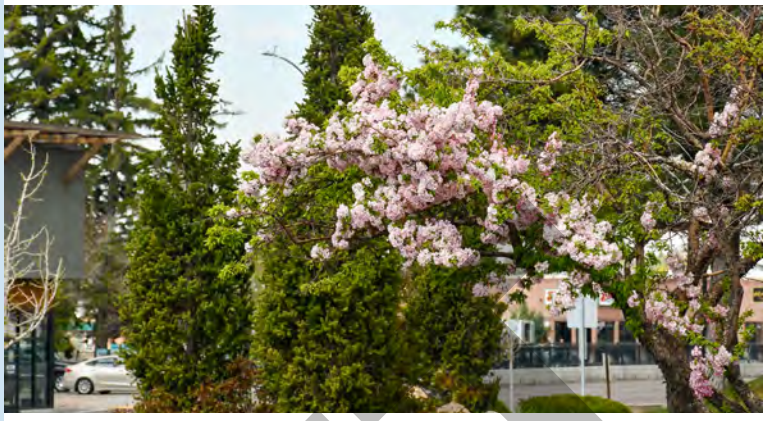
City Clerk
Corrin Wilde

Chief of Staff
Margaret Wimborne

Economic Development/Gov. Affairs Admin
Catherine Smith

ACKNOWLEDGMENTS

This document was prepared by a team of City of Idaho Falls staff members who showed dedication in providing a meaningful, useful document for the benefit of the citizens and the City of Idaho Falls organization. We recognize the Management Team and their staff for assisting with the preparation of this document and their contributions to the budget process.



FORM OF GOVERNMENT

The City of Idaho Falls was incorporated in 1889 under the laws of the State of Idaho. The City operates under a Mayor-Council form of government and provides the following services: general administrative services, planning and building, public safety (police, fire, ambulance and animal control), parks and recreation, library, public works, airport, electric, fiber.

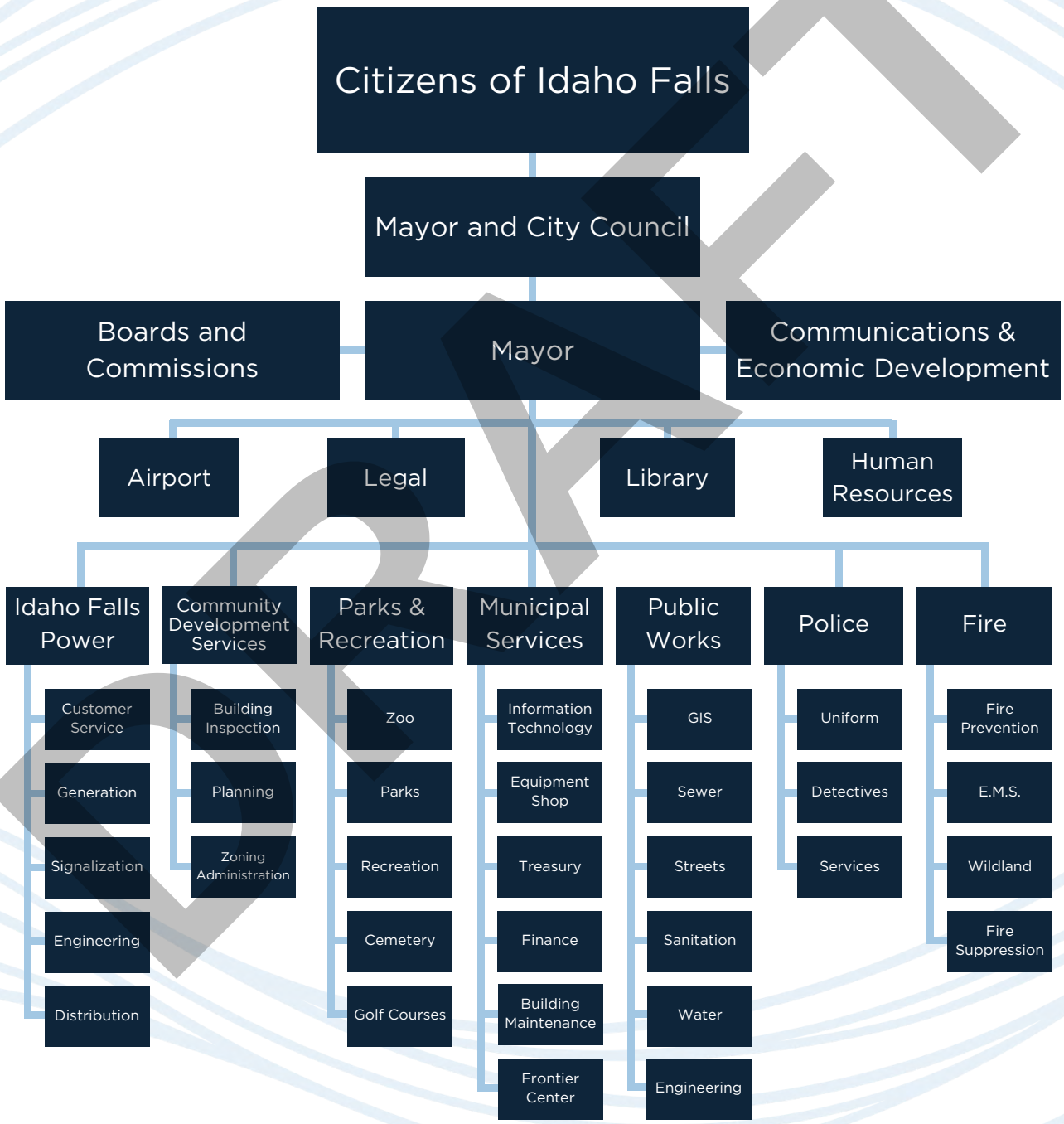
Policy-making and legislative authority are vested in a governing council (Council) consisting of the Mayor and six council members. The Council is elected on a non-partisan basis. Council members serve four-year staggered terms, with three council members elected every two years. The Mayor is elected to serve a four-year term. The Mayor and council members are elected at large.

CITY PROFILE

The City of Idaho Falls is located in Idaho's southeastern corner and sits along the banks of the Snake River. The City currently occupies a land area of approximately 27 square miles with an estimated population of around 65,000. Idaho Falls is the largest city east of Idaho`s capital.

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CITY OF IDAHO FALLS ORGANIZATIONAL CHART



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MAYOR'S BUDGET MESSAGE



City Taxpayers—

As Mayor of Idaho Falls, I'm pleased to report the upcoming fiscal year budget presented in this publication represents sound financial stewardship of precious taxpayer resources. Balancing the needs of the community with the financial resources available requires months of listening, brainstorming, prioritizing, and deliberating. I am confident anyone who studies any program or projected purchase will find fiscally responsible and responsive decision-making on every page.

Our city's budget for the 2024-25 fiscal year is $373.7 million. This is a very big number, but it is important to note a budget is *not* a promise to spend money. A budget is foremost a planning document designed to capture inflation, wages, medical insurance and prescription costs, program costs, as well as the price of supplies, materials and commodities, etc. Anticipating so many costs, sometimes more than 18 months in advance, can be a daunting task. It takes a talented and experienced team to bring it all together.

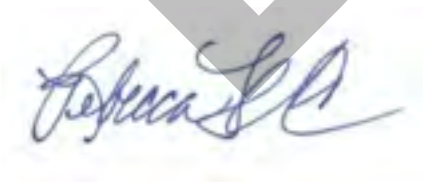
Residents can rest assured this budget has been crafted to allow City Departments to continue providing essential services such as public safety and building inspections, as well as all-important utility services like water, wastewater, sanitation, cemeteries, power and fiber. The budget also funds value enhancing services like parks, planning, code enforcement, and urban forestry. Quality of life programming in the budget includes the Public Library, recreational activities, and the Frontier Center for the Performing Arts. City funds maintain and improve public infrastructure ensuring it will be strengthened for generations to come. Clearly, budgeting is critical to ensuring residential services are there when we need them and that timely capital improvements are made to meet the needs of our growing city.

When developing this budget, City leaders considered the City's mission statement, which promotes a welcoming, safe, attractive, and diverse community. Idaho Falls leaders also embraced small-city neighborly values, big-city opportunities, and forward-thinking approaches, which allow us to provide outstanding services and sustainable economic, social and recreational opportunities for the whole community. This budget also incorporates the City Council's priorities for the city and its citizens.

All of these considerations and values play into budgeting and drive our fiscal decision-making processes. Our elected officials are committed to our city's vision and mission, but the final ingredient is engaged and informed citizens, who ensure we make the best decisions possible.

I express my deep gratitude to City Councilors, Department Directors, and the financial team for all their hard work. I am confident the planning and careful funding decisions in this budget will help Idaho Falls continue moving forward with an improved quality of life for all our citizens.

Sincerely,



Rebecca Casper, Mayor

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CITY OF IDAHO FALLS

The City of Idaho Falls promotes a welcoming, attractive, safe and diverse community. We embrace small city community, big city opportunities, and forward-thinking approaches to provide outstanding services and sustainable economic, social and recreational opportunities for the whole community.

The City works to provide outstanding quality of life to all community members and be a model organization with emphasis on leadership, strategic partnerships, and meaningful community engagement, asset and financial management and project implementation.

The City's aspirations include:

- Community Health: Ensuring all residents have safe places to live, work, and recreate.

- Economic Development & Sustainable Living: Retain and attract businesses and talent to the community to support a strong economic environment.

- Good Governance: Functioning as one team with well communicated responsibilities and strategic direction for all departments.

- Financial Sustainability: Fostering and promoting fiscal health through disciplined, long-term planning, responsible budgeting, and astute revenue awareness.

- Relations & Partnerships: Attracting and retaining a diverse and engaged population and business community.

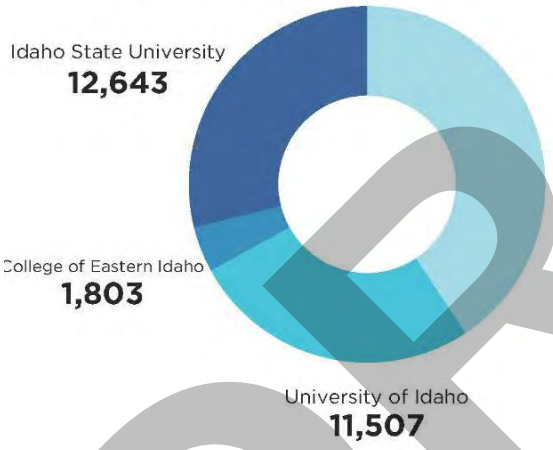
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IDAHO FALLS BY THE NUMBERS

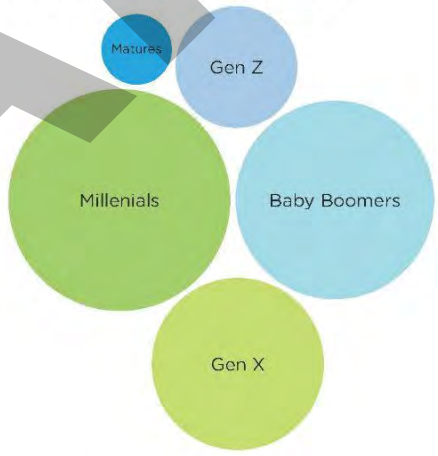


Education

Number of students enrolled



Size of Generations



Average Income

Median Household Income
$57,412

Median Home Value
$420,000

Housing Units Under Construction

3,155

Average Household Size

2.66

Employment Rate

97%

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MAP & LAND

GEOGRAPHICAL DESCRIPTION

The City of Idaho Falls encompasses 27 square miles in Bonneville County and is approximately 28 miles east of Boise, 215 miles north of Salt Lake City, Utah, and about 100 miles west of Yellowstone and Grand Teton national parks.

As the 4th largest city in the state, Idaho Falls provides a welcoming business environment, some of the lowest utility rates in the nation, and unparalleled leisure opportunities.

The city's vibrant and evolving economy is the perfect environment and regional hub for emerging industries, large and small. Idaho Falls' anchor industries include clean energy, cyber security, advanced manufacturing, food processing, agriculture, healthcare, tourism and outdoor recreation

As the city continues to grow, Idaho Falls strives to provide residents with an unrivalled quality of life. The city has worked to accentuate the majestic Snake River. Idaho Falls' river walk, bike trails, golf courses, and city parks allow residents to enjoy nature just a few minutes from home. The city also is home to a minor league baseball team and a minor league hockey team, as well as a vibrant downtown, a summer Farmer's Market and lots of special events and activities.



TRANSPORTATION & CONNECTIVITY

AIRPORT: The Idaho Falls Regional Airport is the second busiest airport in Idaho with cargo, general aviation, and commercial aviation operations with an estimated annual economic impact of around $150 million, according to the Idaho Transportation Department. Five airlines fly out of Idaho Falls to more than a dozen non-stop destinations connecting travelers to the entire world.

Regional Hub: More than 300,00 people live within an hour of Idaho Falls, and come to the city to play, seek medical care and do business.

Roads & Highways: Four major highways – Interstate 15, Idaho Highway 20, Idaho Highway 26 and Idaho Highway 91 –connect Idaho Falls to the state and nation.

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CITY ASSETS AND FACILITIES



Historic City Hall and Admin Facilities
The City of Idaho Falls primarily operates out of the historic City Hall in downtown Idaho Falls. Constructed in 1929 and 1930, City Hall is located on Constitution Way and serves as the heart of city services, providing direct access between residents and their local government. City Hall has been listed on the National Register of Historic Places since August 30, 1984. In addition, ther adjacent City Hall Annex building and supporting buildings for staff from 11 departments are scattered throughout downtown and the city.

Idaho Falls Regional Airport
The Idaho Falls Regional Airport is the second busiest airport in Idaho. The airport serves cargo, general aviation, and commercial aviation operations. IDA offers service from five airlines with over a dozen non-stop destinations connecting travelers to the entire world. The airport has an estimated annual economic impact of around $150 million on the local area, according to the latest study by the Idaho Transportation Department.





Frontier Center for the Performing Arts
The Frontier Center for the Performing Arts has been a pillar of the community for over 70 years, providing world-class entertainment, cultural enrichment, and educational programming. With an approximately 1,800-seat capacity, the Frontier Center for the Performing Arts is the largest year-round performing arts facility offering an arched stage theater and Gala Orchestra Lift in the greater Idaho Falls area.

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Fire Department

Idaho Falls has the largest all-hazards and EMS department in southeast Idaho, with around 130 full-time personnel operating out of six stations. These firefighters and EMS professionals provide 24/7/365 fire and EMS coverage for the City of Idaho Falls and most of Bonneville County. The department also has EMS contracts to provide services to portions of Jefferson and Bingham counties.

Idaho Falls Police Complex

The Idaho Falls Police Department, is proud to call 775 Northgate Mile its new home. This facility, the department's first standalone, consolidated, and intentional home in City history, is a testament to our commitment to public safety. The Idaho Falls Police Department, which moved into the facility in early 2024, is dedicated to serving and protecting our community, ensuring a safe and secure environment for all residents, tourists, and potential investors in Idaho Falls.



Parks and Recreation

The City of Idaho Falls Parks and Recreation Department operates more than 50 park properties and over 30 miles of multi-purpose trails. These facilities include three championship golf courses, an aquatic center, rodeo grounds, two cemeteries and more. It maintains around 2,000 acres of property.



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Idaho Falls Zoo

Home to around 130 species from all around the globe, the Idaho Falls Zoo is known as the "Best Little Zoo in the West." Accredited by the Association of Zoos and Aquariums, the zoo is approximately 10 developed acres and is located inside Tautphaus Park. Beyond its captivating animal exhibits, the zoo also provides engaging educational programs and interactive experiences for visitors of all ages, fostering a deeper understanding and appreciation of the natural world. The Zoo also recently opened the newly restored Funland at the Zoo, an amusement park that has brought smiles for generations.

Idaho Falls Riverwalk

The Idaho Falls Riverwalk is a spectacular way to see and explore what makes Idaho Falls unique. Covering 5 miles on both sides of the Snake River, it is a joint project of the city and its residents spearheaded by the Idaho Falls Rotary Club, whose annual Great Snake River Duck Race provides additional funds for expansion and improvement of the trao;s. The pathway will ultimately connect downtown to Idaho Falls' newest greenspace, Heritage Park.





Idaho's Oldest Rodeo, The War Bonnet Round Up

The War Bonnet Round Up is Idaho's Oldest Professional Rodeo. Held every year on the first weekend in August, Idaho's Oldest Rodeo is a PRCA-sanctioned event in Idaho Falls, Idaho. The rodeo was originally started in 1911 by a group of local businessmen and then was later taken over by the Chamber of Commerce. Eventually, the American Legion Department of Idaho Post 56 nonprofit veteran's organization took over the reins. The City of Idaho Falls began operating the rodeo in 2016 and is honored to continue this historic event.

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Power

Since 1900, the City of Idaho Falls has delivered low-cost electricity to residents and businesses through its municipal electric utility. Idaho Falls Power harnesses the power of the Snake River to produce clean, reliable hydropower through five hydropower plants. These plants deliver about one-third of the city's electricity needs.

Utilities

The City of Idaho Falls offers residents a full service of utilities and services. Through the Public Works Department, the City of Idaho Falls operates water, wastewater, and sanitation services. Idaho Falls Power, the City's power department, operates the City's municipal electric utility as well as an open access fiber network serving more than 7,600 customers with 1,000 miles of cable laid.

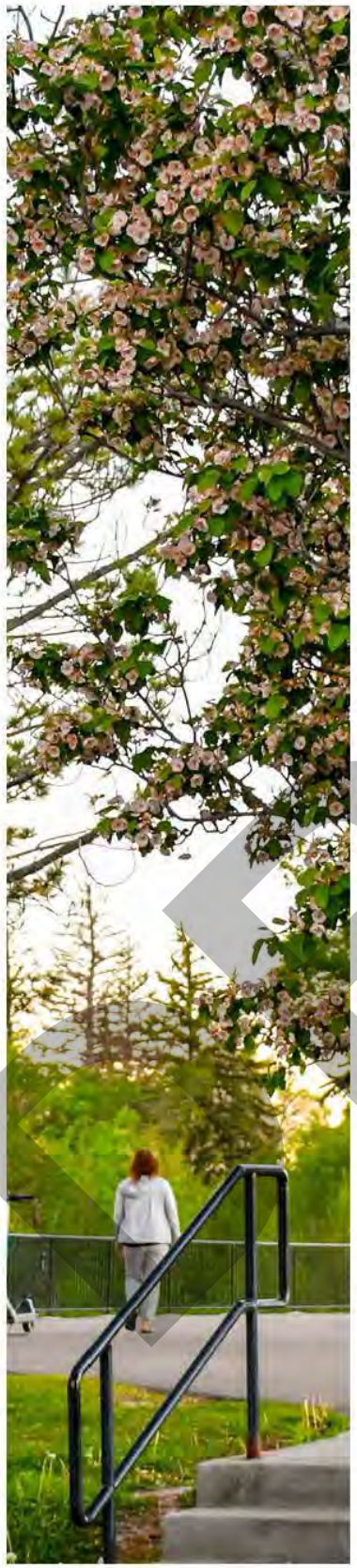




Library

The Idaho Falls Public Library stands as a cornerstone of knowledge and community in the heart of Idaho Falls. Beyond its extensive collection, the Idaho Falls Public Library is a dynamic center for community engagement. It hosts an array of events and programs, from author talks to children's story time sessions, from educational workshops to art exhibitions. These offerings foster a sense of belonging and connection among residents, enriching their lives and fostering a love of lifelong learning.

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IDAHO FALLS LIVABILITY

Known for its beautiful natural surroundings, accessibility to recreation, affordability and vibrant culture scene, Idaho Falls is a pleasing place to grow a family and thrive economically with small business.

Crime, income levels, access to food, air quality, and walkability are all important factors when considering the economic viability of a place. Idaho Falls consistently scores well in all areas of vibrancy and excellence. The following recognition, honors, and awards have been bestowed on the city:

2019

Association of Idaho Cities
Public Safety

2021 & 2023

Milken Institute Best-Performing Cities Index
"America's Best Performing Small City

2023

Association of Idaho Cities
City Achievement Award for Greater Idaho Falls Transit (GIFT)

2024

Northwest Public Power Association
Workplace Safety Award

2024

American Public Power Association
Reliable Public Power Provider (RP3)®
DIAMOND-Level

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IDAHO FALLS

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FINANCIAL OVERVIEW

FINANCIAL OVERVIEW

DESCRIPTION OF FUNDS

FUNDS

Funds are an accounting tool used to separate the financial activity of a city for legal or managerial purposes. Fund accounting reflects the fact that cities provide many different services. Different types of resources are used to pay for these services, including nonexchange transactions (e.g., property tax, grants, etc.), and exchange transactions (e.g., user fees, licenses, etc.).

The City of Idaho Falls utilizes two types of accounting funds, Governmental Funds and Proprietary Funds. The City uses governmental funds to account for the revenues and expenditures of activities such as; general government, public safety, streets, culture and recreation, public works, and capital outlays. The General Fund is the most significant governmental fund and it is used mainly to account for general government activities such as Police, Fire, Parks, Community Development, Municipal Services, Human Resources, Legal, and some Public Works functions. Proprietary Funds are also referred to as Enterprise Funds and account for functions such as Idaho Falls Power, Water Division, Wastewater Division, Sanitation Division, and Idaho Falls Regional Airport.

GOVERNMENTAL FUND TYPES

- **General Fund** – The general fund is the city's primary operating fund. It accounts for all financial resources of the general government, such as general administration, police, fire, community development, parks and public works (except for those accounted for in another fund).
- **Special Revenue Funds** – Special Revenue Funds are used to account for and report the proceeds of specific revenue sources that are restricted to expenditures with a specific purpose other than debt service or capital projects. The city currently has the following special revenue funds:
  - **Street Fund** – This fund is used to account for the operation of the street maintenance department. Financing is provided by state gasoline taxes and state revenue sharing. State law requires that gasoline tax revenue be used to maintain roads and streets.
  - **Recreation Fund** – The recreation fund is used to account for the operations of City-run recreation programs. Property taxes and user fees provide financing. The city restricts these revenues to finance recreation programs.
  - **Library Fund** – The library fund is used to account for the operations of the public library. Financing is provided principally through property taxes, which are restricted for library operations.
  - **Business Improvement District Fund**- This fund accounts for the accumulation of cash which is set aside for specific purposes of the business improvement district.
  - **Golf-Fund** – The Golf fund is used to account for operations of the three publicly owned golf courses: Pinecrest, Sand Creek, and Sage Lakes. User fee provides financing. The city restricts these revenues to finance golf course maintenance and operations.
  - **Emergency Medical Service Fund** – The EMS fund accounts for the activities of operating the City's EMS services.
  - **Wildland Fire Fund** – This fund accounts for the operations and deployment of emergency medical technicians and firefighters to fires on state and federal lands. Revenues are received on a cost reimbursement basis for labor and per unit cost for equipment.
  - **Police Impact Fee Fund –** This fund accounts for the collection of impact fee revenues associated with growth related to the Police Department. This fund assists in funding police vehicles and the new police station portion related to growth as detailed in the Capital Improvement Plan and Development Impact Fee Study.

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- **Fire Impact Fee Fund –** This fund accounts for the collection of impact fee revenues associated with growth related to the Fire and Emergency Medical Services Departments. This fund assists in funding equipment and facilities related to growth as detailed in the Capital Improvement Plan and Development Impact Fee Study.
- **Parks & Recreation Impact Fee Fund –** This fund accounts for the collection of impact fee revenues associated with growth related to the Parks & Recreation Department. This fund assists in funding necessary capital costs for Parks & Recreation facilities related to growth as detailed in the Capital Improvement Plan and Development Impact Fee Study.
- **Streets Impact Fee Fund –** This fund accounts for the collection of impact fee revenues associated with growth related to the Street Department. This fund assists in funding necessary improvements to City transportation facilities, including arterial streets, arterial intersections, arterial bridges, arterial appurtenances, and related arterial capital improvements as detailed in the Capital Improvement Plan and Development Impact Fee Study.

- **Capital Project Funds** – Capital project funds are used to account for and report restricted financial resources and expenditures for capital outlays, including the acquisition or constriction of capital facilities and other capital assets. The city currently has the following capital project funds.
  - **Public Works Capital Improvement Fund** – This Fund is used to account for the acquisition and construction of capital assets, including City infrastructure. Revenues are derived from property taxes.
  - **Street Capital Improvement Fund** – This fund is used to account for funds received from the State of Idaho, which are held for large, future street projects.
  - **Bridge and Arterial Street Fund** – This fund is used to account for the construction of bridges and street connections which are the city's responsibility. Revenues are derived from the payment of bridge and arterial street fees.
  - **Traffic Light Capital Improvement Fund** – This fund is used to account for the design and construction of traffic lights. Revenues are directed from in-lieu-of tax payments from the electric light fund.
  - **Zoo Capital Improvement Fund** – This fund is used to account for surcharge revenue from admissions to the Zoo. This fund also accounts for Zoo's donations intended for capital improvements. All expenditures are intended to be funded by surcharges and donations.
  - **Frontier Center Capital Improvement Fund** – This fund accounts for Civic Auditorium's donations intended for capital improvements. All expenditures are intended to be funded by donations or with a city match requirement.
  - **Golf Capital Improvement Fund** – This fund accounts for the three golf courses' surcharge revenue. This fund also accounts for large capital projects at the courses such as replacing the irrigation system at Pinecrest Golf Course.

PROPRIETARY FUND TYPES

- **Enterprise Funds** – Enterprise fund accounting is designed to highlight the extent to which fees and charges are sufficient to cover the cost of providing goods and services. Usually used to report any activity for which a fee is charged to external users for goods and services.
  - **Airport Fund** – The airport fund accounts for the activities of the city's airport operations, passenger facility charges, customer facility charges, and capital infrastructure.
  - **Water Fund** – The water fund is used to account for the operations of the city's water utility system. The city operates 19 wells and a water distribution system.
  - **Sanitation Fund** – The sanitation fund accounts for the activities of the city's trash collection operations.
  - **Power Fund** – The Idaho Falls Power Fund accounts for the activities of the city's electric generation, transmission, and distribution operations.
  - **Fiber Fund** – The Fiber Fund accounts for the activities of the city's fiber to home project, fiber leasing, and other distribution services.

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  - **Wastewater Fund** – The wastewater fund is used to account for the operations of the city's sewer utility system. The city operates a sewage treatment plant, sewage pumping stations and collection systems.

- **Internal Service Fund** – Internal service funds may be useful to provide a mechanism to allocate shared costs within the government itself or with other governmental entities to promote the efficiency or effectiveness of a shared activity.
  - **Risk Management Fund** – This fund is used to account for risk management services for workers' compensation and other insurances provided to city departments. The funding for this fund is managed through risk factors associated with job categories and departments. The intention of this fund is to establish a reserve for potential costs.
  - **Health Insurance Fund** – This fund accounts for resources that have been segregated for future use in insurance decisions.

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FUND AND DEPARTMENT STRUCTURE BUDGETED FUNDS		
FUND TYPE	**Fund #**	**Fund Name/Department**
GENERAL FUND		
	001	Mayor And Council
	001	Legal
	001	Municipal Services
	001	Non-Departmental
	001	Community Development
	001	Human Resources
	001	Police
	001	Fire
	001	Parks
	001	Public Works
SPECIAL REVENUE FUNDS		
	010	Streets
	011	Recreation
	012	Library
	016	Business Improvement District
	018	Golf
	023	Emergency Medical Service
	024	Wildland Fire
	033	Police Impact Fees
	034	Fire Impact Fees
	035	Parks and Recreation Impact Fees
	036	Streets Impact Fees
	090	Budgetary
CAPITAL IMPROVEMENT FUNDS		
	041	Public Works Capital Improvement
	042	Street Capital Improvement
	043	Bridge & Arterial Street Capital Improvement
	046	Traffic Light Capital Improvement
	048	Fire Capital Improvement
	049	Zoo Capital Improvement
	050	Frontier Center Capital Improvement
	051	Golf Capital Improvement
ENTERPRISE FUNDS		
	060	Airport
	061	Water
	062	Sanitation
	064	Power
	067	Fiber
	068	Wastewater
INTERNAL SERVICES		
	019	Risk Management
	020	Health Insurance

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ACCOUNTING BASIS

The City of Idaho Falls finances are accounted for in accordance with GAAP by the Governmental Accounting Standards Board (GASB). The government-wide and proprietary finances are reported using accrual basis of accounting. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows. Property taxes are recognized as revenues in the year for which they are levied. Grants and similar items are recognized as revenue as soon as all eligibility requirements imposed by the provider have been met.

The governmental funds are reported using modified accrual basis of accounting. Revenues are recognized when they have been earned and they are both measurable and available. Revenues are considered to be available when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, the City of Idaho Falls considers revenues to be available if they are collected within 60 days of the end of the current fiscal period. Expenditures generally are recorded when a liability is incurred, as under accrual accounting. However, debt service principal and interest expenditures on general long-term debt, as well as expenditures related to compensated absences and claims and judgments, are recorded only when payment is due. General capital asset acquisitions, including entering into contracts giving the City the right to use leased assets, are reported as expenditures in governmental funds. Issuance of long-term debt and financing under capital leases are reported as other financing sources.

PUBLISHED DRAFT OF THE 2024-2025 CITY OF IDAHO FALLS BUDGET ASSUMPTIONS

The following assumptions were used in the creation of enclosed budget documents.

- Salaries and wages of regular employees (also known as benefited employees) were calculated with the following adjustments
  - a. General employees - 3% market adjustment
  - b. Fire Union employees - 3% market adjustment
  - c. Idaho Falls Power Department - 6% budgetary place holder
- Health benefits were calculated using a 10% increase for medical, 19.9% for vision, and 5.7% for dental insurance. This assumes no plan changes. The City has increased the health insurance savings to smooth future funding of health insurance changes.
- Interdepartmental charges were reviewed and some minor changes were made from the previous year. The allocable value of interdepartmental charges are based on the previous years numbers plus 3%.
- The Enterprise Resource Planning (ERP) Software Replacement Project is assumed to be $3 million, funded equally by Power, Public Works, and the General Fund.
- Fleet maintenance cost allocation has recently transitioned from estimated costs per year to a hybrid of actual costs with an overhead charge for management.
- Uses of accumulated Machinery and Equipment Replacement Fund (MERF) funds are budgeted by department and division and not in a separate fund. Resources accumulated for the purchase of MERF equipment are presented below the summary revenues on the Division summary and presented in total resources.
- ARPA fund requests were included in each department and division and are represented as offsetting revenue and expenditure.
- Property taxes are assumed to increase by 3% and the assumed increase related to growth and annexation of $650,000 is included. Property tax increase was allocated based on the respective funds needs. See property tax allocation page.
- Departments were instructed to only include grants and contributions that have been awarded. Planned applications or recently submitted applications for grants and contributions should not be included in the budget. If new awards are received during an approved budget year, the receiving department will receive contingency budget authority for those awards.

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REVENUE HIGHLIGHTS

The total anticipated revenues and resources for the fiscal year 2025 budget is $310.9 million. It is an increase of $30.9 million (11.0%) compared to the fiscal year 2024 adopted budget of $280.0 million. Some of the changes in Revenue are listed below.

Decreases in Revenue

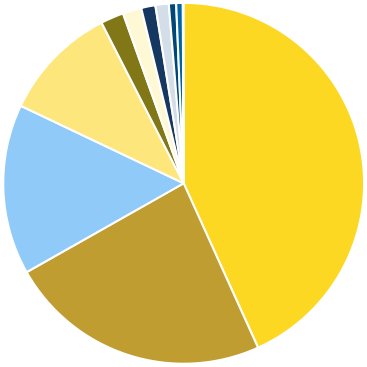
- The City has completed construction of the new Police Department Complex
- Decrease in anticipated Parks Contributions and Donations

Increases in Revenue

- The proposed property tax increase to be approved by Council is the State statutory allowable 3% increase, 1% of foregone, and the new construction and annexation added in the previous year. The City's total amount requested to be levied by the County is $47,681,429**.**
- The City will officially adopt a revised Fees Resolution in August of 2024 to change a variety of fees throughout city departments.
- The City's charges for service revenue increased by 7.7% over the previous year. This increase is attributed to growth and rate increases in the City's utility services of power, fiber, water, sanitation, and wastewater.
- Idaho Falls Power budgeted $30 million in debt proceeds for expansion projects.
- Intergovernmental revenue increased by 13.1% over the previous year. This increase comes from American Rescue Plan Act (ARPA) grant funding (see below), Federal Aviation Administration grants for airport improvements, State funded pathway projects, a continuing agreement with the State Transportation Department to provide a transit service in conjunction with the regional transportation authority, and other state and local grants.
- The City received $10,552,851 from ARPA. It is estimated to have spent approximately $4.8 million by the end of fiscal year 2023-2024. The remaining $5.7 million is allocated to be used as detailed below for one time projects in 2024-2025. These remaining projects include:
  - Municipal Services - Idaho Falls Frontier Center ADA Restrooms and Lobby Expansion $1,200,000
  - Fire Department - North Fire Station $1,414,270
  - Police Department - Body Cam/Car Videos $201,666
  - Police Department - Bearcat G3 $400,000
  - Public Works - GIFT ADA Van $165,000
  - Municipal Services -City Hall Elevator $964,000
  - Mayor - City Wide Survey $35,000
  - Municipal Services - Security Access Points City Hall $100,000
  - Parks and Recreation - Heritage Park Restrooms $200,000
  - Water - City Parks Surface Water Irrigation Conversion $800,000
  - Community Development - Permit Software System $40,000
  - Public Works - Storm Drain Improvements $200,000

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2025 REVENUES BY SOURCE



REVENUES BY SOURCE		
Charges For Services	$136,777,280	43.2%
Intergovernmental Revenue	$74,549,642	23.6%
Taxes And Franchises	$48,281,429	15.3%
Non Revenue Transfer	$32,922,971	10.4%
Licenses And Permits	$6,523,896	2.1%
MERF Cash	$5,320,023	1.7%
Contributions & Donations	$4,010,100	1.3%
Investment Income	$3,789,250	1.2%
Miscellaneous	$2,042,800	0.6%
Rentals & Leases	$1,853,560	0.6%
Fines & Forfeitures	$240,000	0.1%
TOTAL	$316,310,951	100.0%

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PROPERTY TAXES HIGHLIGHTS

Property taxes represent the general government's most important and significant revenue source. Property tax is the allocation of costs for City services to the citizens. Property tax revenues are used for core services of Police, Fire, Parks & Recreation, Streets, Library, Community Development, and General Administration. The City does not directly charge property owners or assess tax to citizens. The County is responsible for billing and collecting property taxes. The County assesses taxes to property owners by property value. The County Assessor establishes a value for each property. Property owners have a right to contest values assessed through the County's appeal process. Once assessed values are established, the County calculates a levy rate by dividing the total certified tax amount from the City by the total assessed value. This Levy rate is then applied to each property owner's assessed value. A table presented below shows a history of the total assessed value, the City's certified tax request, and the calculated levy rate.

The State outlines and governs how governments can certify tax increases. The State allows taxing districts to increase their property tax request by up to 3% plus the value of new construction and annexation properties added to the City in the previous year that was not included in the City's total assessed value. The State limits the total increase to be no greater than 8%. If the City does not use the full amount of the 3% allowable of the new construction and annexation, then the remaining amount can be reserved for future years. The reserving of certified tax dollars is called Forgone. The City is allowed to use accumulated forgone property taxes through a limited levy. The City is not reserving any additional forgone,and is using 1% for maintenance and operations expected to be $478,281 which would leave a remaining accumulated forgone amount of $6,033,112.

The tables presented below show how the allowable property tax is determined and where the City Council approves the allocation.

PROPERTY TAX CALCULATION

Calculation of Taxes	
Last year's amount	44,838,088
Estimated New Annexation	239,085
Estimated New Construction	756,971
3% Statutory Increase	1,364,040
Foregone to use	478,281
Estimated property taxes	47,681,429
Foregone current balance	6,511,393

PROPERTY TAX ALLOCATION

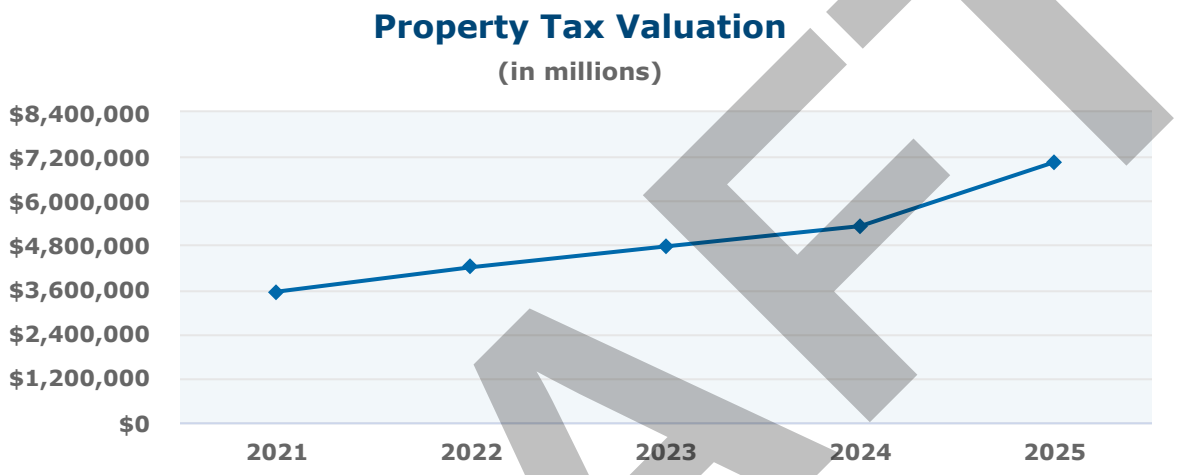
	Current Allocation	Property Tax by Request	Difference
Fire Capital Imp Fund	401,524	401,524	-
General Fund	35,703,246	38,323,728	2,620,482
Library Fund	2,864,145	2,978,711	114,566
Public Works Capital Imp Fund	790,600	790,000	(600)
Recreation Fund	1,078,573	1,187,466	108,893
Street Fund	4,000,000	4,000,000	-
	44,838,088	**47,681,429**	**2,843,341**

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PROPERTY TAX TABLE

	2021	2022	2023	2024	(Estimated) 2025
Valuation	4,766,436,340	5,317,114,014	7,052,741,278	8,266,319,707	8,075,472,568
Certified Property tax	31,727,891	40,674,682	42,697,326	44,838,106	47,681,429
Levy Rate	0.0066565230	0.0076497670	0.0060540040	0.0054241921	0.0053224940

Estimated 10% Increase for property valuation



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EXPENDITURE HIGHLIGHTS

The total proposed budget for fiscal year 2025 is $373.7 million. It is an increase of $34.2 million (10.0%) compared to the fiscal year 2024 adopted budget of $339.4 million.

Salaries and Benefits - This year's proposed salaries and benefits totaled $98.8 million which is an increase of 7.9% compared to salaries and benefits in fiscal year 2024. The largest part of this increase is attributed to increases in benefit costs, market based wage adjustments, and step and grade increases.

Current Operating Expenses - The City's overall operational expenses increased by 13.0% over last year.

Municipal Equipment Replacement Funds (MERF) - Departments fully participating in the MERF program have increased contributions by 8.73%.

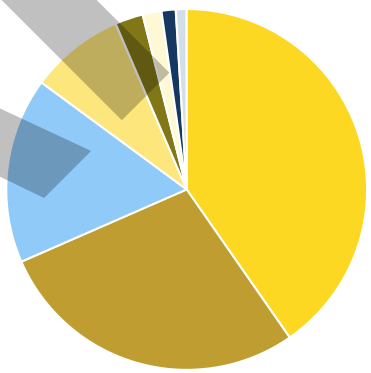
Capital Outlay - The current proposed capital outlay is increasing 8.3%.

Interfund Transfers - The interfund transfers (transactions between funds) have increased 27.4% over the prior year. The increase attributed to the overall increase of the costs of goods and services.

The next table details significant on-going commitments and recurring agreements and debt service payments made by the City for various services over future years.

EXPENDITURES BY FUNCTION		
Current Operating Expense	$158,717,740	42.48%
Capital Outlay	$110,646,236	29.61%
Salaries And Wages	$65,533,264	17.54%
Benefits	$33,300,389	8.91%
Grant Expenditures	$9,908,548	2.65%
MERF Expenditures	$6,599,602	1.77%
MERF Allocation	$5,010,154	1.34%
Debt Service	$3,791,012	1.01%
TOTAL	$373,670,680	100.00%

2025 EXPENDITURES BY FUNCTION



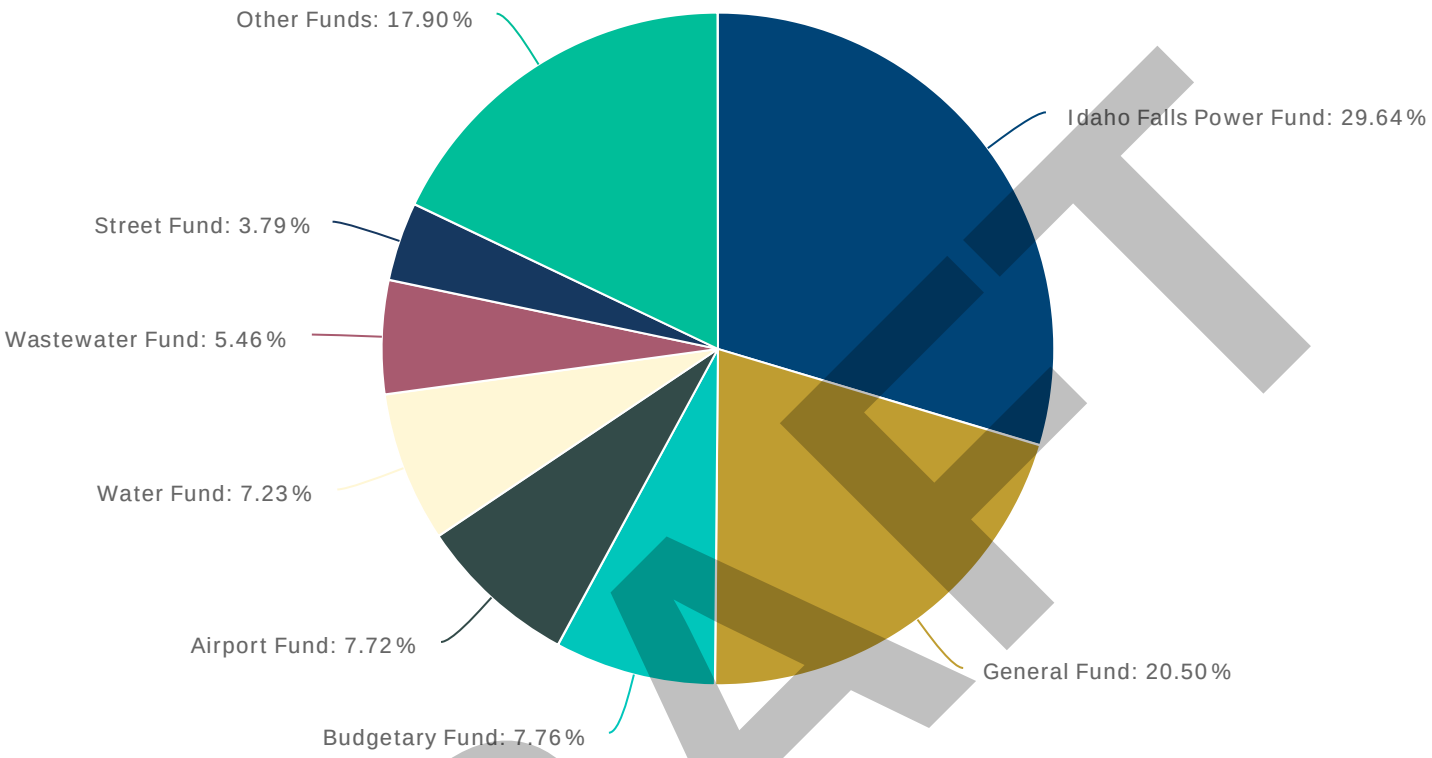
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MULTI-YEAR & RECURRING AGREEMENTS

Department	Vendor	Service	Annual Amount
Municipal Services	CentralSquare	NaviLine ERP Software	$120,000
Municipal Services	N. Harris Computer Corp	Cayenta CIS Software	$85,000
Municipal Services	Shi International Corp	Microsoft user licenses	$250,000
Police Department	Bancorp	Police Vehicle Lease Payments	$1,300,000
Police Department	Zion's Bank	Bond Payment for Police Complex	$2,000,000
Public Works	GIFT	Public Transit Contribution	$160,000
Fire Department	PNC	Fire Engine Lease Payments	$602,000
Fire Department	PNC	Ladder Truck Lease Payment	$292,710
Fire Department	Stryker	Stryker360 Equipment	$303,719
Risk Management	ICRMP	City Liability Insurance	$1,000,000
Risk Management	Intermountain Claims	Worker's Compensation Administrator	$1,500,000
Risk Management	Moreton Insurance	Worker's Compensation Secondary Insurance Policy	$300,000
Idaho Falls Power	Alliant	Hydro Insurance	$500,000
Idaho Falls Power	CRC Cooperative Resource Center	After Hours Call Center Service	$90,000
Idaho Falls Power	Davey Tree	Tree Trimming Services	$500,000
Idaho Falls Power	Red Inc.	Publications and Marketing	$75,000
Idaho Falls Power	TEA	Slice Scheduling Software and Power Supply Consultant	$600,000
Idaho Falls Power	UAMPS	Power Supply / Power Services JOA	$1,000,000 +
Idaho Falls Power	UTOPIA	Fiber Joint Power Agreement	$1,000,000 +
Idaho Falls Power	Walsh	Engineering Services	$75,000
Idaho Falls Power	WECC	Consultant to help with a WECC reliability standards audit	$75,000
Idaho Falls Power	Zion's Bank	Bond Payment for IFP	$1,500,000

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Expenditure by Fund CY Budget



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CAPITAL AND NEW EMPLOYEE REQUESTS- GENERAL FUND

General Fund Capital Budget Requests					
Description	Amount Revenue Covers	Employee	Capital	Repair and Maintenance	Total
Mayor and Council					
Impact Fee Waivers	-	-	50,000	-	50,000
Total	**-**	**-**	**50,000**	**-**	**50,000**
Legal					
City Prosecutor [1]	85,000	127,101	-	-	42,101
Administrative Assistant (1) (Part-time to Full-time)	-	14,788	-	-	14,788
Total	**85,000**	**141,889**	**-**	**-**	**56,889**
Municipal Services					
Canopy for Fuel Dispenser Equipment	275,000	-	275,000	-	-
Install 2-3 New Fuel Tanks	100,000	-	100,000	-	-
ERP Replacement Project	3,000,000	-	3,000,000	-	-
Remaining ADA Funds from Rollover	40,000	-	-	40,000	-
Facility Repair & Maintenance	-	-	-	20,000	20,000
Total	**3,415,000**	**-**	**3,375,000**	**60,000**	**20,000**
Human Resources					
Human Resource Analyst [1]	-	104,269	-	-	104,269
Increase in Clock Pattern Premium Pay (CPPP)	13,200	33,000	-	-	19,800
Total	**13,200**	**137,269**	**-**	**-**	**124,069**
Police					
Probationary Patrol Officer (x6 with COPS Grant, x2 if no COPS Grant)	332,306	595,542	-	-	263,236
Add to Fleet Vehicles (2) (Impact Fees)	168,000	-	168,000	-	-
Shooting Range (Contingent on Funding)	750,000	-	750,000	-	-
AWARE AFIX Tracker/Fingerprint database machine	-	-	43,660	-	43,660
Total	**1,250,306**	**595,542**	**961,660**	**-**	**306,896**
Fire					
New Fire Record Management System	-	-	50,000	-	50,000
Station 7 Generator (ARPA)	102,000	-	102,000	-	-
Fire Fighting Turnouts	-	-	-	75,000	75,000
Paving Station 4 Parking Lot and Drive	-	-	-	90,000	90,000
Total	**102,000**	**-**	**152,000**	**165,000**	**215,000**
Parks					
Zoo Keeper (2) Part-time to Full-time	-	31,642	-	-	31,642
3/4 Ton Crew Cab Pickup Truck For Horticulture	-	-	47,000	-	47,000
3/4 Ton Crew Cab Pickup Truck For Irrigation	-	-	47,000	-	47,000
Toro SXS UTV For Horticulture	-	-	36,500	-	36,500

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CAPITAL AND NEW EMPLOYEE REQUESTS- GENERAL FUND

General Fund Capital Budget Requests					
Description	Amount Revenue Covers	Employee	Capital	Repair and Maintenance	Total
Total	**-**	**31,642**	**130,500**	**-**	**162,142**
Public Works					
Added Match for GIFT	-	-	250,000	-	250,000
Total	**-**	**-**	**250,000**	**-**	**250,000**
Total General Fund Requests	**4,865,506**	**906,342**	**4,919,160**	**225,000**	**1,184,996**

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CAPITAL AND NEW EMPLOYEE REQUESTS- SPECIAL REVENUE

Other Governmental Funds Capital and Operating Budget Requests					
Description	Amount revenue covers	Employee	Capital	Repair and	Total
Streets					
Street Right-Of-Way Inspector [1]	93,482	93,482	-	-	-
Heated Box Patch Truck (MERF Funds)	280,000	-	280,000	-	-
Dump Truck/Slide in Spreader and Plows (2) (MERF Funds)	690,000	-	690,000	-	-
Wheeled Excavator (MERF Funds)	310,000	-	310,000	-	-
	1,373,482	**93,482**	**1,280,000**	**-**	**-**
Recreation					
Recreation Facility Coordinator (1) (Seasonal to Full-time)	30,000	59,093	-	-	29,093
Community Center-Feasibility Study (Impact Fees)	90,000	-	90,000	-	-
Boiler Replacement Aquatic Center	-	-	-	260,000	260,000
	120,000	**59,093**	**90,000**	**260,000**	**289,093**
Golf					
Two New Furnaces for Pinecrest Clubhouse to Replace 65 Yr Old Furnaces	-	-	-	12,000	12,000
New Netting and Poles for Driving Range Safety-Sand Creek	-	-	-	100,000	100,000
New Roofing of Golf Shop & Cafe-Sage Lakes	-	-	-	42,000	42,000
	-	**-**	**-**	**154,000**	**154,000**
Emergency Medical Service					
New Hire Firefighter (6) (Last Quarter Hire)	131,640	131,640	-	-	-
	131,640	**131,640**	**-**	**-**	**-**
Bridge & Arterial Capital Improvement					
Bridge and Arterial	400,000	-	400,000	-	-
	400,000	**-**	**400,000**	**-**	**-**
Traffic Light Capital Improvement					
Fiber Connection	25,000	-	25,000	-	-
Controller Upgrade	30,000	-	30,000	-	-
Two RRFB	60,000	-	60,000	-	-
Battery Backup	30,000	-	30,000	-	-
Detection Upgrade	40,000	-	40,000	-	-
Video	15,000	-	15,000	-	-
Consultant Assistance	20,000	-	20,000	-	-
Two Audio Upgrades	10,000	-	10,000	-	-
Cellular Coordination	20,000	-	20,000	-	-
ITD Signal Shared Improvements	30,000	-	30,000	-	-
New Signal Design 49thS/25th E	100,000	-	100,000	-	-
49th/Holmes Signal Participation	300,000	-	300,000	-	-
Science Center Design Match	125,000	-	125,000	-	-
Checkpoint/Fiber Scitches for Traffic Signals	40,000	-	40,000	-	-
Traffic Signal Upgrades	280,000	-	280,000	-	-
	1,125,000	**-**	**1,125,000**	**-**	**-**

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CAPITAL AND NEW EMPLOYEE REQUESTS- SPECIAL REVENUE

Other Governmental Funds Capital and Operating Budget Requests					
Description	Amount revenue covers	Employee	Capital	Repair and	Total
Public Works Capital Improvement					
Park & D Street Intersection	400,000	-	400,000	-	-
Storm Tap Removal	350,000	-	350,000	-	-
Shelley & N Boulevard Intersection	1,000,000	-	1,000,000	-	-
RR Improvements	250,000	-	250,000	-	-
S Blvd & Birch Roundabout (Design)	50,000	-	50,000	-	-
Emerson Avenue (Unpaved Street)	150,000	-	150,000	-	-
	2,200,000	**-**	**2,200,000**	**-**	**-**
Streets Capital Improvement					
Science Center Drive (Match & Design)	565,000	-	565,000	-	-
Elm Street (Match & Design)	50,000	-	50,000	-	-
Woodruff Ave.-US 26 to Lincoln (Match and Design)	225,000	-	225,000	-	-
Woodruff Ave.-Meppen to Lincoln (Match and Design)	50,000	-	50,000	-	-
Holmes/49th E Signal (Match & Design)	55,000	-	55,000	-	-
65th N Bridge (Match)	50,000	-	50,000	-	-
15th E/49th S Signal (Match & Design)	276,000	-	276,000	-	-
5th/Holmes Signal (Match)	80,000	-	80,000	-	-
	1,351,000	**-**	**1,351,000**	**-**	**-**
Municipal Services					
Frontier Center ADA Restrooms and Lobby Expansion (ARPA & Contributions)	2,900,000	-	2,900,000	-	-
	2,900,000	**-**	**2,900,000**	**-**	**-**
Fire/EMS Capital Improvement					
Northside Station (Impact Fees/ARPA/Wildland)	2,900,000	-	2,900,000	-	-
	2,900,000	**-**	**2,900,000**	**-**	**-**
Total Other Governmental Funds Requests	**12,501,122**	**284,215**	**12,246,000**	**414,000**	**443,093**

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CAPITAL AND NEW EMPLOYEE REQUESTS- ENTERPRISE

Enterprise Funds Capital and Operating Budget Requests					
Description	Amount revenue covers	Employee	Capital	Repair and	Total
Airport					
Aviation Workers Screening Equipment	-	-	200,000	-	200,000
Taxiway Pavement Maintenance Plan	850,000	-	906,667	-	56,667
Rehab Commerical Aircraft Parking Apron	5,700,000	-	6,080,000	-	380,000
	6,550,000	**-**	**7,186,667**	**-**	**636,667**
Water					
Water Supply Operator [1]	-	77,500	-	-	77,500
Water Metering Specialist [2]	-	81,000	-	-	81,000
Well 13 Electrical & Vfd Upgrades	-	-	1,000,000	-	1,000,000
Well 5 Equipment Pre-Purchases	-	-	1,500,000	-	1,500,000
2025 Water Main Replacement-Brodbecks Addition	-	-	1,400,000	-	1,400,000
2025 Contracted Meter Box Installations	-	-	1,776,000	-	1,776,000
2025 Water Main Replacement-Anderson St. (Dunbar to Holmes)	-	-	500,000	-	500,000
2025 Commerical Water Meter Installations	1,250,000	-	2,500,000	-	1,250,000
Dump Truck-Add to Fleet	-	-	300,000	-	300,000
Well #3 Elevated Water Tank Supply Line	-	-	400,000	-	400,000
New Sweden Recharge Sity Improvements	-	-	250,000	-	250,000
Water Main Installation-49th South & S Holmes Ave	-	-	100,000	-	100,000
Well #20 and #21 Monitoring Well Drilling	230,000	-	230,000	-	-
New Water Division Offices	-	-	2,000,000	-	2,000,000
ARPA City Parks Surface Water Conversion	800,000	-	800,000	-	-
Well #12 Tank Liner	-	-	-	100,000	100,000
Well #3 Existing Elevated Water Tank Demolition	-	-	-	200,000	200,000
Water Division Service Line Replacements (Materials)	-	-	-	167,750	167,750
Water Division Commercial Meter Conversions (Materials)	-	-	-	712,500	712,500
	2,280,000	**158,500**	**12,756,000**	**1,180,250**	**11,814,750**
Sanitation					
Customer Service Representative [1]	-	70,765	-	-	70,765
Commerical Refuse: Quantity 2	-	-	840,000	-	840,000
	-	**70,765**	**840,000**	**-**	**910,765**
Idaho Falls Power					
Accountant (Grants Administrator) [1]	-	116,682	-	-	116,682
Network Technician [1]	-	131,895	-	-	131,895
Traffic Technician [1]	-	92,416	-	-	92,416
FERC Relicense	-	-	815,000	-	815,000
Peaking Plant Construction	-	-	29,500,000	-	29,500,000
City Plant Retaining Wall	-	-	80,000	-	80,000
Upper or Lower Plant Fire Alarm System Upgrade	-	-	50,000	-	50,000
Gem State Rip Rap	-	-	50,000	-	50,000
City & Gem State Plant Governor And Lube Oil Filter System	-	-	30,000	-	30,000
Vibration Monitoring System Two Plants	-	-	50,000	-	50,000

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CAPITAL AND NEW EMPLOYEE REQUESTS- ENTERPRISE

Enterprise Funds Capital and Operating Budget Requests					
Description	Amount revenue covers	Employee	Capital	Repair and	Total
Hydro Optimization	-	-	50,000	-	50,000
Gem State Boat Launch	-	-	120,000	-	120,000
Marina/Boat Dock Replacement	-	-	60,000	-	60,000
Chevy Silverado 1 Ton Replace 3039	-	-	75,000	-	75,000
Sandy Downs Substation (Improed Access And Automatic Gate)	-	-	10,000	-	10,000
Automate Ltcs For Conservation Voltage Reduction (CVR)	-	-	50,000	-	50,000
Harrison Upgrade	-	-	250,000	-	250,000
Temleview Retirement And 46Kv Reroute	-	-	100,000	-	100,000
Customer Line Extensions	-	-	1,700,000	-	1,700,000
Backyard Rebuild	-	-	250,000	-	250,000
Distribution Automation	-	-	300,000	-	300,000
Public Works Projects	-	-	100,000	-	100,000
Downtown H Structure To Underground	-	-	700,000	-	700,000
Snake River Landing 11000 U/G JHJ To Event Center	-	-	900,000	-	900,000
Streetlight Retrofit Project	-	-	100,000	-	100,000
Harrison Relay Upgrade And 12.5Kv Bus Upgrade	-	-	250,000	-	250,000
Airport Loop Feed	-	-	270,000	-	270,000
N. Blvd To Holmes Feeder	-	-	500,000	-	500,000
St. Clair Connection (Sunnyside To 17Th)	-	-	500,000	-	500,000
Replace 3010 Digger Derrick	-	-	420,000	-	420,000
Replace 3028 Bucket Truck	-	-	373,000	-	373,000
Pole Trailer	-	-	35,000	-	35,000
AMI Meter	-	-	200,000	-	200,000
Security Upgrade Placeholder	-	-	20,000	-	20,000
Security Camera Implementation	-	-	40,000	-	40,000
Adms/Scada Upgrade	-	-	150,000	-	150,000
Automatic Gates (Westside, Gem State, Admin Building)	-	-	40,000	-	40,000
Operations Center Parking And Yard Upgrades	-	-	100,000	-	100,000
Admin Building Remodel/Upgrade.	-	-	750,000	-	750,000
Fleet Vehicle For Engineering For Plug In Hybrid Vehicle	-	-	100,000	-	100,000
Warehouse Shelving	-	-	10,000	-	10,000
Skid Steer W/Forks & Trailer And Plow	-	-	95,000	-	95,000
Snowplow And Flatbed For Truck	-	-	10,000	-	10,000
Pallet Jack Fork Lift	-	-	10,000	-	10,000
Fleet Vehicle For Engineering Plug In Hybrid Vehicle	-	-	70,000	-	70,000
CFI Electric Vehicle Charging Stations	-	-	700,000	-	700,000
Misc	-	-	-	15,000	15,000
City Garage	-	-	-	54,234	54,234
City Garage	-	-	-	22,149	22,149
City Garage	-	-	-	246,606	246,606
City Garage	-	-	-	10,557	10,557
Kone Elevator Maintenance. Misc	-	-	-	18,600	18,600
City Garage	-	-	-	18,078	18,078
City Garage	-	-	-	10,005	10,005

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CAPITAL AND NEW EMPLOYEE REQUESTS- ENTERPRISE

Enterprise Funds Capital and Operating Budget Requests					
Description	Amount revenue covers	Employee	Capital	Repair and	Total
	-	**340,993**	**39,983,000**	**395,229**	**40,719,222**
Fiber					
Upgrade Fiber Ring Network	-	-	250,000	-	250,000
Fiber Network Capital (New Customers, Capital Upgrades)	-	-	2,750,000	-	2,750,000
Replace 3004 Bucket Truck	-	-	254,079	-	254,079
Fiber Hut Maintenance	-	-	-	20,000	20,000
City Garage	-	-	-	68,586	68,586
	-	**-**	**3,254,079**	**88,586**	**3,342,665**
Wastewater					
Collections Operator [2]	-	149,530	-	-	149,530
Clean B	-	-	3,843,844	-	3,843,844
Replacement Pumps for Hose Pumps Qty 3	-	-	-	135,000	135,000
	-	**149,530**	**3,843,844**	**135,000**	**4,128,374**
Total Enterprise Funds Requests	**8,830,000**	**719,788**	**67,863,590**	**1,799,065**	**61,552,443**

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BUDGET FTE SUMMARY

The City of Idaho Falls full time equivalent employee count for last year's approved budget 2023-2024 was 778 employees. During the current fiscal year there were five Municipal Services positions for the Enterprise Resource Planning (ERP) implementation project and an additional Probationary Firefighter position that were approved making the current FTE count 807. This number does not include seasonal or temporary employees but only full-time and regular part time 20 hour and 30 hour employees. The approved employees for 2024-2025 fiscal year are listed below.

- Approved Positions (Governmental Fund supported, included in table below, totaling $1,190,557)
  - City Prosecutor
  - Current Part Time to Full Time Legal Administrative Assistant
  - Human Resource Analyst
  - Probationary Patrol Officer X6 (X2 if COPS Grant not awarded)
  - Current Part Time to Full Time Zoo Keeper X2
  - Street Right-Of-Way Inspector
  - Recreation Facility Coordinator (change from seasonal to Full Time)
  - Probationary Firefighter X6 (Last quarter addition)
- Approved Positions (Enterprise Funds, included in table below, totaling $719,788)
  - Water Supply Operator
  - Water Metering Specialist
  - Sanitation Customer Service Representative
  - Power Grants Administrator
  - Power Network Technician
  - Power Traffic Technician
  - Wastewater Collections Operator I X2

Department	FY 2023 Budget	FY 2024 Budget	FY 2025 Adopted Budget
MAYOR AND COUNCIL	13.0	15.0 (1)	15.0
LEGAL	6.0	6.0	7.0
MUNICIPAL SERVICES	70.0	76.0 (1)	76.0
COMMUNITY DEVELOPMENT	22.0	23.0	23.0
HUMAN RESOURCES	4.0	4.0	5.0
POLICE	149.0	154.0	160.0 (2)
FIRE/EMS	137.0	138.0 (1)	144.0 (3)
PARKS/RECREATION/GOLF	86.0	88.0	89.0
PUBLIC WORKS	22.0	22.0	22.0
STREETS	22.0	23.0	23.0
LIBRARY	21.0	26.0	26.0
RISK MANAGEMENT	1.0	1.0	1.0
AIRPORT	27.0	29.0	29.0
WATER	21.0	26.0	28.0
SANITATION	23.0	24.0	25.0
IDAHO FALLS POWER	77.0	81.0	84.0
FIBER	8.0	9.0	9.0
WASTEWATER	36.0	39.0	41.0
TOTALS	**745.0**	**784.0**	**807.0**

(1) Positions transfered and/or added mid-year

(2) Increase of 6 pending grant funding, 2 if no grant funding

(3) Last quarter additions

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FINANCIAL PRACTICES & POLICIES

ACCOUNTING, AUDITING, AND FINANCIAL REPORTING PRACTICES & POLICIES

The City of Idaho Falls fiscal year starts on October 1 and ends on September 30. The fiscal year referred to as "FY24", begins on October 1, 2024. Prior fiscal year budget and actual data through this document allows for comparison and a look back at historical data. This data represents the original numbers adopted and actual numbers at the end of the prior fiscal year without any adjustments included.

The Budget is allocated, approved, and spent with a specific purpose given by the City Council to the Mayor. The City Council consists of six council members and is elected on a non-partisan basis. Their duties regarding budget include passing ordinances, allocating and adopting the city wide budget, and working with Department Directors as assigned by the Mayor. The Mayor's duties include day to day operations of the city and carrying out policies, ordinances, and spending given by council regarding the budget.

The budget includes an estimate of anticipated revenues.The City Council establishes by ordinance and state statute the authorization to collect revenues such as property taxes, fees, and other revenues. The Council has the authority to levy a property tax on both real and personal properties within its boundaries.

The Budget also includes a Contingency fund which is budget authority set aside by the Council for the unforeseeable budget expenditures required in the City.

The City uses an encumbrance accounting system to provide budgetary control over City expenditures. Encumbrances represent commitments related to unperformed contracts for goods or services. Encumbrances outstanding at year-end are reported as committed or assigned fund balances and do not constitute expenditures or liabilities because the commitments will be re-budgeted and re-encumbered during the subsequent year.

Any budget transfer within an individual fund by management does not require formal City Council approval. These adjustments are made through the Finance office and Department Directors. State law does allow the City Council to amend the original appropriation ordinance.

The budget includes the general, special revenue (including impact fees), capital project, and enterprise funds. The level of control (level at which expenditures, including encumbrances, should not exceed budget) is the fund. The legal level of control is the appropriation ordinance.

Idaho law sets forth the requirements for the city budgeting process. Idaho Code Title 50 Sections 236, 1002, 1004, and 1005A govern the estimation of revenues, expenditures, accumulation and use of surplus, and public hearing requirements necessary for the adoption of the annual budget and any subsequent amendments.

It is the City's policy that "one-time" resource inflows not be used for operating purposes . All grants received are designated and spent for the purposes that are stated in the grant application. It is also the City's policy to base payment in-lieu of taxes on comparative market rates rather than negotiated rates.

INVESTMENT POLICY

The policy of the City of Idaho Falls is to invest its funds in a manner which will provide the highest investment return with the maximum security while meeting the daily cash flow demands of the City, and conforming to all state and local statutes governing the investment of public funds, using the "prudent person" standard for managing the overall portfolio. The primary objective of the policy is safety (preservation of capital), liquidity, and yield.

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PURCHASING POLICY

The City of Idaho Falls adheres to Idaho code, City statute, and internal purchasing guidelines for the procurement of goods and services. Prior to the procurement of a good or service, the Purchasing Department determines whether there is the need for a bid process (formal or informal), the need to obtain quotes, post a request for proposal, post a request for qualifications, or if there is approval needed by the Mayor or City Council. A purchase order must also be created before the procurement of any good or service. Requisitions follow an approval process before purchase orders are issued. All purchases over $5,000 are approved by the Department Director and purchases over $75,000 are approved by Council.

PERSONNEL POSITION CLASSIFICATION

The Department Director and Mayor may change a personnel position to a different classification other than what was approved in the budget. Any classification changes that require a higher pay range are approved by the Human Resources Director and Mayor. New Personnel Positions that change the overall headcount are approved by the City Council.

RESERVE POLICY

The City's General fund is working to have a reserve of 25% of its net operating budget to cover emergency purchases, economic fluctuations and capital planning. Currently, the City's General fund reserve is 22% and any savings during a fiscal year are allocated to a segregated reserve account. The Enterprise funds reserve funds for its future capital replacement of the underlying assets attributed to providing the service.

CAPITAL ASSET POLICY

Capital assets, including property, plant, equipment, and infrastructure assets (e.g. roads, sidewalks, and similar items), are reported in the applicable governmental or business-type activities columns in the government-wide financial statements as well as the proprietary fund financial statements. The City capitalization threshold for capitalizing property, plant, and equipment is generally an initial cost of more than $10,000 and an estimated useful life in excess of two years. Infrastructure, water and wastewater lines, wells, electrical distribution and transmission lines and generation facility costs are summarized at year-end and recorded as summary totals for the year. Major outlays for capital assets and improvements are capitalized as projects are constructed. Such assets are recorded at historical cost or estimated historical cost if purchased or constructed. Donated capital assets are recorded at acquisition value at the date of donation. Acquisition value is the price that would be paid to acquire an asset with equivalent service potential on the date of the donation. The costs of normal maintenance and repairs that do not add to the value or capacity of the asset or materially extend the life of the asset and are not capitalized.

MUNICIPAL EQUIPMENT REPLACEMENT FUNDS (MERF)

The City Council established an equipment replacement policy many years ago to ensure that each City Department would have funds available to retain or replace existing equipment. Each year departments are charged a percentage of the total value of the equipment they need replaced in the future. This is called MERF depreciation. This allows each department to not only plan for the future replacement but to also have the funds to do so. Utility funds are not held to the same policy since they already have these expenditures in their respective capital plans and reserve balances.

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BUDGET PROCEDURES

BUDGET PREPARATION

The budget preparation began on April 26, 2024 with a Mayor and City Council Public Special Meeting Budget Workshop.

BUDGET SUBMISSION

Each department prepared and submitted a budget for the 2024-2025 budget process on May 17, 2024. The budget is prepared for the entire City by fund, function and activity, and includes information on the past year, current year estimates and requested appropriation for the proposed fiscal year.

FINANCE REVIEW

The Finance office and Mayor reviewed and prepared a draft of the preliminary recommended city-wide budget to present to the City Council on July 1, 2024.

MAYOR AND CITY COUNCIL REVIEW

All budget sessions were noticed and live-streamed on the City of Idaho Falls website. In the month of July, the City Council met to discuss all budget details and decided on all details regarding the 2024-2025 Tentative Budget.

PUBLISH PROPOSED BUDGET

Department budget presentations to Council were posted on the City of Idaho Falls website. The council decided on final numbers for the Proposed Budget and it was published as required by the State of Idaho Statute.

PUBLIC HEARING

A public hearing pursuant to Idaho Code section 50-1002 was held in consideration of the proposed budget for the fiscal year from October 1, 2024 to September 30, 2025. This public hearing is conducted to obtain citizen comments. The hearing was held on August 8, 2024.

BUDGET ADOPTION

The City Council Adopted the 2024-2025 Budget on August 22, 2024. Prior to October 1, 2024 the budget was legally enacted through passage of an appropriation ordinance.

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2025
Road to the Budget
1
FEBRUARY 2024
• City Council Budget Retreat
• Set City Council Priorities for FY25
2
MARCH 2024
• Directors Budget Workshop
• Discuss Plans to Implement Council Priorities
3
APRIL/MAY 2024
• City Council & Directors Budget Kickoff
• Preliminary Department Budget Reviews by Finance Team
• Preliminary Department Budget Reviews with Mayor
5
JULY 2024
• Preliminary Budgets Available For Council Review
• Revenue Forecast, Grants, Balanced Budget Overview
• Review General Fund and Capital Projects/Requests
• Review Implementation Plans for Council Priorities
• Council Budget Discussions
• Tentative Budget Approval
• Publish Tentative Budget, Fees & Forgone (if applicable)
6
AUGUST 2024
• Public Hearings with Public Comment on Budget, Fees & Forgone (if applicable)
• Council Budget Discussions
• Adopt Budget Ordinance, Fees & Forgone (if applicable)
7
SEPTEMBER/OCTOBER 2024
• Post budget on city website

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BUDGET SUMMARY BY YEAR

	2023 Actual	2024 Adopted Budget	2025 Adopted Budget
REVENUES			
Taxes And Franchises	$ 42,923,859	$ 52,438,088	$ 48,281,429
Licenses And Permits	2,939,561	4,577,008	6,523,896
Intergovernmental Revenue	40,457,779	65,900,826	74,549,642
Charges For Services	130,566,769	126,729,141	136,777,280
Fines & Forfeitures	231,506	274,160	240,000
Investment Income	5,757,810	3,036,250	3,789,250
Rentals & Leases	1,833,529	1,820,253	1,853,560
Miscellaneous	2,635,180	1,973,100	2,042,800
Contributions & Donations	796,652	5,155,000	4,010,100
Non Revenue Transfer	13,928,154	14,632,000	32,922,971
MERF Cash	-	3,539,179	5,320,023
TOTAL REVENUES	**$ 242,070,799**	**$ 280,075,005**	**$ 316,310,951**
TOTAL AVAILABLE RESOURCES	**$ 242,070,799**	**$ 280,075,005**	**$ 316,310,951**
EXPENDITURES			
Salaries And Wages	$ 59,657,562	$ 62,528,040	$ 65,533,264
Benefits	24,033,746	29,022,856	33,300,389
Current Operating Expense	100,176,857	141,001,230	158,717,740
Interfund Transfers	(15,230,645)	(15,572,683)	(19,836,267)
Capital Outlay	39,677,872	102,199,960	110,646,236
MERF Expenditures	2,836,154	4,190,179	6,599,602
Debt Service	2,913,704	3,250,000	3,791,012
MERF Allocation	4,335,820	4,607,820	5,010,154
Grant Expenditures	1,902,225	8,256,142	9,908,548
TOTAL EXPENDITURES	**$ 220,303,296**	**$ 339,483,544**	**$ 373,670,677**
ENDING FUND BALANCE	**$ 21,767,503**	**$ (59,408,539)**	**$ (57,359,726)**

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SUMMARY OF REVENUES BY FUND

REVENUES BY FUND	FY 2023 Actual	FY 2024 Adopted Budget	FY 2025 Adopted Budget
General Fund	$ 64,521,188	$ 72,440,631	$ 75,815,138
Street Fund	11,402,233	9,922,600	11,667,800
Recreation Fund	2,424,450	3,116,895	3,284,611
Library Fund	2,925,193	3,178,645	3,228,111
Airport PFC Fund	526,848	-	(575,333)
Business Improvement District	90,709	117,250	117,250
Golf Fund	3,752,115	4,099,822	4,507,159
Risk Management Fund	2,673,992	3,030,000	3,525,000
Health Insurance Fund	154,236	150,000	100,000
Airport CFC Fund	280,766	488,808	456,000
Emergency Medical Service	10,707,636	9,618,206	9,139,151
Wildland Fire	901,539	2,175,000	1,375,000
Police Impact Fees	242,050	75,000	571,056
Fire Impact Fees	128,097	200,000	(212,692)
Parks & Rec Impact Fees	286,714	450,353	1,111,790
Streets Impact Fees	961,246	2,500,000	2,587,116
Public Works Capital Imp Fund	891,435	810,600	570,000
Street Capital Imp Fund	892,333	3,750,000	1,070,000
Bridge & Arterial Imp Fund	299,050	-	20,000
Surface Drainage Fund	11,706	-	-
Traffic Light Capital Imp Fund	515,060	680,000	462,285
Parks Capital Imp Fund	293,996	67,500	-
Fire Capital Imp Fund	395,897	401,524	3,301,524
Zoo Capital Improvement	386,057	2,130,000	300,000
Frontier Center Capital Imp	9,947	400,000	2,900,000
Golf Capital Improvement	84,441	315,000	49,809
Police Capital Improv	-	7,000,000	-
Airport Fund	12,071,558	29,064,471	38,184,543
Water Fund	19,026,182	13,905,500	18,758,000
Sanitation Fund	6,227,041	5,988,400	6,167,000
Idaho Falls Power Fund	77,559,355	85,614,100	106,838,033
Fiber Fund	3,523,866	4,641,700	5,763,600
Wastewater Fund	17,903,862	13,743,000	15,229,000
TOTAL	**$ 242,070,799**	**$ 280,075,005**	**$ 316,310,951**

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SUMMARY OF EXPENDITURES BY FUND

EXPENDITURES BY FUND	FY 2023 Actual	FY 2024 Adopted Budget	FY 2025 Adopted Budget
General Fund	$ 61,198,392	$ 72,440,629	$ 76,611,037
Street Fund	8,390,050	11,454,626	14,148,365
Recreation Fund	2,363,237	3,305,932	3,282,392
Library Fund	2,770,830	4,115,784	4,940,149
Business Improvement District	179,000	115,000	115,000
Golf Fund	3,603,183	3,863,310	4,502,915
Risk Management Fund	2,264,785	5,888,481	6,730,293
Health Insurance Fund	5,242	100,000	160,000
Emergency Medical Service	8,706,261	9,618,206	9,982,896
Wildland Fire	863,006	1,835,882	2,817,569
Police Impact Fees	-	75,000	798,000
Fire Impact Fees	-	200,000	-
Parks & Rec Impact Fees	57,064	450,353	1,340,000
Streets Impact Fees	-	2,500,000	5,500,000
Public Works Capital Imp Fund	476,742	2,500,000	2,200,000
Street Capital Imp Fund	955,985	4,500,000	4,551,000
Bridge & Arterial Imp Fund	108,371	400,000	400,000
Surface Drainage Fund	50,070	150,000	-
Traffic Light Capital Imp Fund	525,576	780,000	1,125,000
Parks Capital Imp Fund	107,062	50,200	-
Fire Capital Imp Fund	-	-	2,900,000
Zoo Capital Improvement	139,076	2,000,000	300,000
Frontier Center Capital Imp	-	600,000	2,900,000
Golf Capital Improvement	108,185	315,000	-
Police Capital Improv	14,963,242	7,000,000	-
Airport Fund	6,888,120	25,684,929	28,838,566
Water Fund	9,211,780	24,932,675	27,015,607
Sanitation Fund	4,774,103	6,059,031	6,660,073
Idaho Falls Power Fund	72,357,459	94,130,488	110,744,700
Fiber Fund	8,187,485	7,005,959	5,700,078
Wastewater Fund	11,048,990	25,963,866	20,407,037
Budgetary Fund	-	21,448,193	29,000,000
TOTAL	**$ 220,303,296**	**$ 339,483,544**	**$ 373,670,680**

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2024/25 ADOPTED CITY-WIDE BUDGET - YEAR TO YEAR COMPARISON

Division	FY 2024 Adopted Budget		FY 2025 Adopted Budget		$ Change Expenditure	% Change Expenditure
	Expenditure	Revenue	Expenditure	Revenue		
General Fund						
Mayor And Council	765,309	188,500	1,121,231	224,100	355,922	47%
Legal	533,569	210,600	624,723	180,000	91,154	17%
Municipal Services	6,603,032	1,540,490	7,965,128	1,714,755	1,362,096	21%
Non- Departmental	-	52,067,165	-	53,823,431	-	0%
Community Development	4,592,674	3,393,000	4,065,360	3,926,496	(527,314)	-11%
Human Resources	453,308	-	605,384	-	152,076	34%
Police	23,566,997	3,387,254	26,074,197	4,572,069	2,507,200	11%
Fire	16,674,849	4,046,362	17,268,502	3,982,751	593,653	4%
Parks	16,032,463	5,552,297	15,299,415	5,030,104	(733,048)	-5%
Public Works	3,218,428	2,054,963	3,587,098	2,361,432	368,670	11%
	-	-	-	-	-	0%
	-	-	-	-	-	0%
	-	-	-	-	-	0%
Total	**72,440,629**	**72,440,631**	**76,611,040**	**75,815,138**	**4,170,408**	**6%**
Special Revenue Funds						
Non- Departmental	21,448,193	-	29,000,000	-	7,551,807	35%
Wildland Fire	1,835,882	2,175,000	2,817,569	1,375,000	981,687	53%
Streets	11,454,626	9,922,600	14,148,365	11,667,800	2,693,739	24%
Recreation	3,305,932	3,116,895	3,282,392	3,284,611	(23,540)	-1%
Library	4,115,784	3,178,645	4,940,149	3,228,111	824,365	20%
Business Improvement District	115,000	117,250	115,000	117,250	-	0%
Golf	3,863,310	4,099,822	4,502,915	4,507,159	639,605	17%
Emergency Medical Service	9,618,206	9,618,206	9,982,896	9,139,151	364,690	4%
Total	**55,756,933**	**32,228,418**	**68,789,286**	**33,319,082**	**13,032,353**	**23%**
Special Revenue Impact Fees Funds						
Police Impact Fees	75,000	75,000	798,000	571,056	723,000	964%
Fire Impact Fees	200,000	200,000	-	(212,692)	(200,000)	-100%
Parks & Rec Impact Fees	450,353	450,353	1,340,000	1,111,790	889,647	198%
Streets Impact Fees	2,500,000	2,500,000	5,500,000	2,587,116	3,000,000	120%
Total	**3,225,353**	**3,225,353**	**7,638,000**	**4,057,270**	**4,412,647**	**137%**
Capital Improvement Funds						
Police Cip	7,000,000	7,000,000	-	-	(7,000,000)	-100%
Fire	-	401,524	2,900,000	3,301,524	2,900,000	0%
Public Works Cip	2,500,000	810,600	2,200,000	570,000	(300,000)	-12%
Street Cip	4,500,000	3,750,000	4,551,000	1,070,000	51,000	1%
Bridge & Arterial Street	400,000	-	400,000	20,000	-	0%
Surface Drainage	150,000	-	-	-	(150,000)	-100%
Traffic Light Cip	780,000	680,000	1,125,000	462,285	345,000	44%
Frontier Center Cip	600,000	400,000	2,900,000	2,900,000	2,300,000	383%
Parks Cip	50,200	67,500	-	-	(50,200)	-100%

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2024/25 ADOPTED CITY-WIDE BUDGET - YEAR TO YEAR COMPARISON

Division	FY 2024 Adopted Budget Expenditure	FY 2024 Adopted Budget Revenue	FY 2025 Adopted Budget Expenditure	FY 2025 Adopted Budget Revenue	$ Change Expenditure	% Change Expenditure
Zoo Cip	2,315,000	2,445,000	300,000	349,809	(2,015,000)	-87%
Total	**18,295,200**	**15,554,624**	**14,376,000**	**8,673,618**	**(3,919,200)**	**-21%**
Enterprise Funds						
Passenger Facility Charge	-	-	-	(575,333)	-	0%
Customer Facility Charges	-	488,808	-	456,000	-	0%
Airport	25,684,929	29,064,471	28,838,566	38,184,543	3,153,637	12%
Water	24,932,675	13,905,500	27,015,607	18,758,000	2,082,932	8%
Wastewater	25,963,866	13,743,000	20,407,037	15,229,000	(5,556,829)	-21%
Sanitation	6,059,031	5,988,400	6,660,073	6,167,000	601,042	10%
Electric	94,130,488	85,614,100	110,744,700	106,838,033	16,614,212	18%
Fiber	7,005,959	4,641,700	5,700,078	5,763,600	(1,305,881)	-19%
Total	**183,776,948**	**153,445,979**	**199,366,061**	**190,820,843**	**15,589,113**	**8%**
Internal Services Funds						
Risk Management	5,888,481	3,030,000	6,730,293	3,525,000	841,812	14%
Health Insurance	100,000	150,000	160,000	100,000	60,000	60%
Total	**5,988,481**	**3,180,000**	**6,890,293**	**3,625,000**	**901,812**	**15%**
Grand Total	**339,483,544**	**280,075,005**	**373,670,680**	**316,310,951**	**34,187,133**	**10%**

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2024/25 SUMMARY BY FUND TYPE

	General Fund	Special Revenue Funds	Impact Fee Funds	CIP	Internal Services Budgets	Enterprise Funds	Total
REVENUE							
Taxes And Franchises	$ 38,323,728	$ 8,766,177	$ -	$ 1,191,524	$ -	$ -	$ 48,281,429
Licenses And Permits	1,843,896	15,000	4,665,000	-	-	-	6,523,896
Intergovernmental Revenue	25,580,915	11,105,295	-	3,992,555	-	33,870,877	74,549,642
Charges For Services	3,352,259	10,781,246	-	424,809	-	122,218,966	136,777,280
Fines & Forfeitures	220,000	10,000	-	-	-	10,000	240,000
Investment Income	785,000	522,250	30,000	152,000	220,000	2,080,000	3,789,250
Rentals & Leases	51,000	62,560	-	-	-	1,740,000	1,853,560
Miscellaneous	473,800	313,000	-	-	355,000	901,000	2,042,800
Contributions & Donations	2,071,500	38,600	-	1,900,000	-	-	4,010,100
Non Revenue Transfer	(77,829)	(424,200)	(637,730)	1,012,730	3,050,000	30,000,000	32,922,971
MERF Cash	3,190,869	2,129,154	-	-	-	-	5,320,023
TOTAL REVENUE	**$ 75,815,138**	**$ 33,319,082**	**$ 4,057,270**	**$ 8,673,618**	**$ 3,625,000**	**$ 190,820,843**	**$ 316,310,951**
EXPENSES							
Salaries And Wages	$ 35,841,096	$ 10,469,369	$ -	$ -	$ 67,558	$ 19,155,240	$ 65,533,264
Benefits	18,831,749	5,256,697	-	-	187,734	9,024,208	33,300,389
Current Operating Expense	25,374,408	47,247,144	90,000	-	6,635,000	79,371,188	158,717,740
Interfund Transfers	(19,386,267)	(450,000)	-	-	-	-	(19,836,267)
Capital Outlay	2,289,160	2,002,000	6,918,000	11,663,730	-	87,773,346	110,646,236
MERF Expenditures	3,003,369	2,129,154	-	-	-	1,467,079	6,599,602
Debt Service	1,506,012	-	630,000	-	-	1,655,000	3,791,012
MERF Allocation	2,770,232	2,119,922	-	-	-	120,000	5,010,154
Grant Expenditures	6,381,278	15,000	-	2,712,270	-	800,000	9,908,548
TOTAL EXPENSES	**$ 76,611,037**	**$ 68,789,286**	**$7,638,000**	**$ 14,376,000**	**$ 6,890,293**	**$ 199,366,061**	**$ 373,670,680**
Excess (Deficiency)	**$ (795,899)**	**$ (35,470,205)**	**$ (3,580,730)**	**$ (5,702,382)**	**$ (3,265,293)**	**$ (8,545,218)**	**$ (57,359,726)**

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2024/25 GENERAL FUND SUMMARY BY DEPARTMENT

	Mayor and Council	Legal	Municipal Services	Non-Departmental	Community Development	Human Resources	Police	Fire	Parks	Public Works	TOTAL
REVENUE											
Taxes And Franchises	$ -	$ -	$ -	$ 38,323,728	$ -	$ -	$ -	$ -	$ -	$ -	$ 38,323,728
Licenses And Permits	159,100	-	-	-	1,600,496	-	35,000	40,500	300	8,500	1,843,896
Intergovernmental Revenue	35,000	-	1,251,500	14,618,703	1,754,000	-	2,695,008	2,882,572	275,000	2,069,132	25,580,915
Charges For Services	30,000	-	132,000	-	467,000	-	117,500	90,000	2,312,759	203,000	3,352,259
Fines & Forfeitures	-	180,000	-	-	-	-	40,000	-	-	-	220,000
Investment Income	-	-	-	775,000	-	-	-	-	10,000	-	785,000
Rentals & Leases	-	-	14,000	-	-	-	37,000	-	-	-	51,000
Miscellaneous	-	-	1,500	220,000	105,000	-	66,500	75,000	5,000	800	473,800
Contributions & Donations	-	-	-	110,000	-	-	150,000	-	1,811,500	-	2,071,500
Non Revenue Transfer	-	-	-	(224,000)	-	-	146,171	-	-	-	(77,829)
MERF Cash	-	-	315,755	-	-	-	1,284,890	894,679	615,545	80,000	3,190,869
TOTAL REVENUE	**$ 224,100**	**$ 180,000**	**$ 1,714,755**	**$ 53,823,431**	**$ 3,926,496**	**$ -**	**$ 4,572,069**	**$ 3,982,751**	**$ 5,030,104**	**$ 2,361,432**	**$ 75,815,138**
EXPENSES											
Salaries And Wages	$ 798,864	$ 657,678	$ 5,599,389	$ -	$ 1,809,826	$ 513,839	$ 11,686,633	$ 7,850,970	$ 4,921,532	$ 2,002,364	$ 35,841,096
Benefits	454,486	283,493	2,729,645	-	842,990	201,178	6,244,116	4,822,166	2,368,749	884,927	18,831,749
Current Operating Expense	986,837	90,341	10,874,802	-	932,055	316,878	3,162,042	2,013,431	4,792,692	2,205,330	25,374,408
Interfund Transfers	(1,160,722)	(406,789)	(13,111,000)	-	-	(426,511)	(1,011,171)	(1,450,000)	(50,000)	(1,770,074)	(19,386,267)
Capital Outlay	-	-	575,000	-	400,000	-	43,660	1,140,000	130,500	-	2,289,160
MERF Expenditures	-	-	128,255	-	-	-	1,284,890	894,679	615,545	80,000	3,003,369
Debt Service	-	-	-	-	-	-	1,506,012	-	-	-	1,506,012
MERF Allocation	6,766	-	105,037	-	25,489	-	1,182,993	785,000	645,397	19,550	2,770,232
Grant Expenditures	35,000	-	1,064,000	-	55,000	-	1,975,022	1,212,256	1,875,000	165,000	6,381,278
TOTAL EXPENSES	**$ 1,121,231**	**$ 624,723**	**$ 7,965,128**	**$ -**	**$ 4,065,360**	**$ 605,384**	**$ 26,074,197**	**$ 17,268,502**	**$ 15,299,415**	**$ 3,587,098**	**$ 76,611,037**
Excess (Deficiency)	**$ (897,131)**	**$ (444,723)**	**$ (6,250,373)**	**$ 53,823,431**	**$ (138,864)**	**$ (605,384)**	**$ (21,502,128)**	**$ (13,285,751)**	**$ (10,269,311)**	**$ (1,225,666)**	**$ (795,899)**

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2024/25 SPECIAL REVENUE FUNDS - SUMMARY BY FUND

	Street Fund	Recreation Fund	Library Fund	Business Improvement District	Golf Fund	Emergency Medical Service	Wildland Fire	Budgetary Fund	Total
REVENUE									
Taxes And Franchises	$ 4,600,000	$ 1,187,466	$ 2,978,711	$ -	$ -	$ -	$ -	$ -	$ 8,766,177
Licenses And Permits	15,000	-	-	-	-	-	-	-	15,000
Intergovernmental Revenue	5,102,800	-	77,000	-	-	3,675,495	2,250,000	-	11,105,295
Charges For Services	350,000	1,695,585	-	-	3,775,724	4,959,937	-	-	10,781,246
Fines & Forfeitures	-	-	10,000	-	-	-	-	-	10,000
Investment Income	300,000	(15,000)	120,000	2,250	-	90,000	25,000	-	522,250
Rentals & Leases	-	53,560	9,000	-	-	-	-	-	62,560
Miscellaneous	20,000	53,000	-	115,000	20,000	105,000	-	-	313,000
Contributions & Donations	-	2,000	31,600	-	-	5,000	-	-	38,600
Non Revenue Transfer	-	260,000	1,800	-	214,000	-	(900,000)	-	(424,200)
MERF Cash	1,280,000	48,000	-	-	497,435	303,719	-	-	2,129,154
TOTAL REVENUE	**$ 11,667,800**	**$ 3,284,611**	**$ 3,228,111**	**$ 117,250**	**$ 4,507,159**	**$ 9,139,151**	**$ 1,375,000**	**$ -**	**$ 33,319,082**
EXPENSES									
Salaries And Wages	$ 1,562,870	$ 1,155,228	$ 1,739,629	$ -	$ 1,273,023	$ 4,738,619	$ -	$ -	$ 10,469,369
Benefits	874,223	426,520	794,807	-	523,342	2,637,805	-	-	5,256,697
Current Operating Expense	9,569,653	1,373,274	1,611,492	115,000	1,597,402	1,912,753	2,067,569	29,000,000	47,247,144
Interfund Transfers	(100,000)	-	-	-	-	(350,000)	-	-	(450,000)
Capital Outlay	-	260,000	790,000	-	202,000	-	750,000	-	2,002,000
MERF Expenditures	1,280,000	48,000	-	-	497,435	303,719	-	-	2,129,154
MERF Allocation	961,619	19,370	4,221	-	409,712	725,000	-	-	2,119,922
Grant Expenditures	-	-	-	-	-	15,000	-	-	15,000
TOTAL EXPENSES	**$ 14,148,365**	**$ 3,282,392**	**$ 4,940,149**	**$ 115,000**	**$ 4,502,915**	**$ 9,982,896**	**$ 2,817,569**	**$ 29,000,000**	**$ 68,789,286**
Excess (Deficiency)	**$ (2,480,565)**	**$ 2,219**	**$ (1,712,038)**	**$ 2,250**	**$ 4,244**	**$ (843,745)**	**$ (1,442,569)**	**$ (29,000,000)**	**$ (35,470,205)**

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2024/25 SPECIAL REVENUE IMPACT FEE FUNDS - SUMMARY BY FUND

	Police Impact Fees	Fire Impact Fees	Parks & Rec Impact Fees	Streets Impact Fees	Total
REVENUE					
Licenses And Permits	$ 565,000	$ 470,000	$ 1,100,000	$ 2,530,000	$ 4,665,000
Investment Income	-	-	-	30,000	30,000
Non Revenue Transfer	6,056	(682,692)	11,790	27,116	(637,730)
TOTAL REVENUE	**$ 571,056**	**$ (212,692)**	**$ 1,111,790**	**$ 2,587,116**	**$ 4,057,270**
EXPENSES					
Current Operating Expense	$ -	$ -	$ 90,000	$ -	$ 90,000
Capital Outlay	168,000	-	1,250,000	5,500,000	6,918,000
Debt Service	630,000	-	-	-	630,000
TOTAL EXPENSES	**$ 798,000**	**$ -**	**$ 1,340,000**	**$ 5,500,000**	**$ 7,638,000**
Excess (Deficiency)	**$ (226,944)**	**$ (212,692)**	**$ (228,210)**	**$ (2,912,884)**	**$ (3,580,730)**

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2024/25 CAPITAL PROJECT FUNDS - SUMMARY BY FUND

	Public Works Capital Imp Fund	Street Capital Imp Fund	Bridge & Arterial Imp Fund	Traffic Light Capital Imp Fund	Frontier Center Capital Imp	Zoo Capital Improvement	Golf Capital Improvement	Fire Capital Imp Fund	Total
REVENUE									
Taxes And Franchises	$ 790,000	$ -	$ -	$ -	$ -	$ -	$ -	$ 401,524	$ 1,191,524
Intergovernmental Revenue	-	1,050,000	-	430,285	1,200,000	-	-	1,312,270	3,992,555
Charges For Services	-	-	-	-	-	100,000	324,809	-	424,809
Investment Income	80,000	20,000	20,000	32,000	-	-	-	-	152,000
Contributions & Donations	-	-	-	-	1,700,000	200,000	-	-	1,900,000
Non Revenue Transfer	(300,000)	-	-	-	-	-	(275,000)	1,587,730	1,012,730
TOTAL REVENUE	$ 570,000	$ 1,070,000	$ 20,000	$ 462,285	$ 2,900,000	**$ 300,000**	**$ 49,809**	$ 3,301,524	**$ 8,673,618**
EXPENSES									
Capital Outlay	$ 2,200,000	$ 4,351,000	$ 400,000	$ 1,125,000	$ 1,700,000	$ 300,000	$ -	$ 1,587,730	$ 11,663,730
Grant Expenditures	-	200,000	-	-	1,200,000	-	-	1,312,270	2,712,270
TOTAL EXPENSES	**$ 2,200,000**	**$ 4,551,000**	**$ 400,000**	**$ 1,125,000**	**$ 2,900,000**	**$ 300,000**	**$ -**	**$ 2,900,000**	**$ 14,376,000**
Excess (Deficiency)	**$ (1,630,000)**	**$ (3,481,000)**	**$ (380,000)**	**$ (662,715)**	**$ -**	**$ -**	**$ 49,809**	**$ 401,524**	**$ (5,702,382)**

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2024/25 ENTERPRISE FUNDS - SUMMARY BY FUND

	Airport Fund	Airport CFC Fund	Airport PFC Fund	Water Fund	Sanitation Fund	Idaho Falls Power Fund	Fiber Fund	Wastewater Fund	Total
REVENUE									
Intergovernmental Revenue	$30,575,877	$ -	$ -	$ 2,280,000	$ -	$ 1,015,000	$ -	$ -	$ 33,870,877
Charges For Services	5,379,333	451,000	1,233,000	16,413,000	5,987,000	73,651,033	4,543,600	14,561,000	122,218,966
Fines & Forfeitures	10,000	-	-	-	-	-	-	-	10,000
Investment Income	-	5,000	20,000	5,000	180,000	1,190,000	20,000	660,000	2,080,000
Rentals & Leases	390,000	-	-	-	-	142,000	1,200,000	8,000	1,740,000
Miscellaneous	1,000	-	-	60,000	-	840,000	-	-	901,000
Non Revenue Transfer	1,828,333	-	(1,828,333)	-	-	30,000,000	-	-	30,000,000
TOTAL REVENUE	**$ 38,184,543**	**$ 456,000**	**$ (575,333)**	**$ 18,758,000**	**$ 6,167,000**	**$ 106,838,033**	**$ 5,763,600**	**$ 15,229,000**	**$ 190,820,843**
EXPENSES									
Salaries And Wages	$ 2,055,349	$ -	$ -	$ 1,860,153	$ 1,515,332	$ 10,175,504	$ 917,594	$ 2,631,308	$ 19,155,240
Benefits	1,037,708	-	-	1,032,779	966,560	4,160,149	423,525	1,403,487	9,024,208
Current Operating Expense	3,795,163	-	-	8,191,675	2,951,180	56,261,048	1,104,880	7,067,242	79,371,188
Capital Outlay	21,275,346	-	-	15,131,000	1,227,000	38,935,000	3,000,000	8,205,000	87,773,346
MERF Expenditures	-	-	-	-	-	1,213,000	254,079	-	1,467,079
Debt Service	555,000	-	-	-	-	-	-	1,100,000	1,655,000
MERF Allocation	120,000	-	-	-	-	-	-	-	120,000
Grant Expenditures	-	-	-	800,000	-	-	-	-	800,000
TOTAL EXPENSES	**$ 28,838,566**	**$ -**	**$ -**	**$ 27,015,607**	**$ 6,660,073**	**$ 110,744,700**	**$ 5,700,078**	**$ 20,407,037**	**$ 199,366,061**
Excess (Deficiency)	**$ 9,345,977**	**$ 456,000**	**$ (575,333)**	**$ (8,257,607)**	**$ (493,073)**	**$ (3,906,667)**	**$ 63,522**	**$ (5,178,037)**	**$ (8,545,218)**

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2024/25 INTERNAL SERVICE FUNDS - SUMMARY BY FUND

	Risk Management Fund	Health Insurance Fund	Total
REVENUE			
Investment Income	$ 120,000	$ 100,000	$ 220,000
Miscellaneous	355,000	-	355,000
Non Revenue Transfer	3,050,000	-	3,050,000
TOTAL REVENUE	**$ 3,525,000**	**$ 100,000**	**$ 3,625,000**
EXPENSES			
Salaries And Wages	$ 67,558	$ -	$ 67,558
Benefits	27,734	160,000	187,734
Current Operating Expense	6,635,000	-	6,635,000
TOTAL EXPENSES	**$ 6,730,293**	**$ 160,000**	**$ 6,890,293**
Excess (Deficiency)	**$ (3,205,293)**	**$ (60,000)**	**$ (3,265,293)**

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DEPARTMENT/FUND BUDGETS

MAYOR AND COUNCIL

General Fund — Mayor and Council

MISSION STATEMENT

To provide the very best services and opportunities for city residents so those who live, work, and play in Idaho Falls have the best quality of life possible.

DIVISION DESCRIPTION

The Office of the Mayor is led by Mayor Rebecca Casper. The office manages and administers the day-to-day business of the City of Idaho Falls, provides executive leadership, and helps residents resolve questions, concerns and complaints. The Office of the Mayor consists of the Mayor's Office, Communications, Economic Development and Government Affairs, and the City Clerk's Office.

CORE SERVICES

Mayor's Office:

- Provides day-to-day executive administration of all city functions to ensure the reliability of vital services to all residents.
- Presents a balanced annual city budget for City Council approval, and provides responsible fiscal oversight of city contracts, agreements, and financial matters.
- Sets agendas and conducts City Council Meetings, Work Sessions, Board Meetings and Budget Sessions.
- Conducts regular briefings with members of City Council and facilitates council research and policy initiatives as needed.
- Provides overall management of the city's key initiatives and strategic planning efforts.
- Holds regular briefings with city department directors and staff to ensure the city is providing the best service to residents, and is responding to issues, priorities, and concerns.
- Manages and appoints the members of city boards, commissions, and committees.
- Gives speeches, welcomes, official recognitions, proclamations and commendations in support of community events, organizations, and causes.
- Advocates for the city's interests with the Administration, members of Congress and local legislators.
- Represents the community to the Department of Energy, and advocates for the city's economic interests, with Idaho National Laboratory, Energy Communities Alliance, the Idaho Advanced Energy Consortium, the Governor's LINE Commission and more.
- Provides an annual State of the City report to City Council, staff, and residents.

Communications & Community Engagement:

- Provides regular, timely information and emergency updates to residents.
- Provides information to the public regarding important city business, events, and activities.
- Ensures city information – announcements, news stories, etc. – are disseminated with accuracy and timeliness to local and regional media outlets, and social media.
- Responds to media inquiries, and conducts press conferences and media interviews.
- Monitors and updates city social media and provides oversight of city social media accounts.
- Supports other city departments' communications efforts to ensure the public receives regular, timely information about projects and priorities.

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- Researches and responds to citizen inquiries, complaints, and concerns about city projects, initiatives and plans via mail, email, telephone, and in-person.

Economic Development & Government Affairs:

- Engages in economic development efforts to benefit the city and the surrounding region.
- Expands efforts to showcase Idaho Falls' unique strengths such as its strategic location, skilled workforce, quality of life, etc.
- Supports local businesses by establishing strong partnerships with local government entities, nonprofit organizations, educational institutions, community leaders, business leaders and venture capitalists.
- Serves as a liaison to key community stakeholders such as Greater Idaho Falls Chamber of Commerce, Idaho Falls Downtown Development Corporation, Idaho Falls Auditorium District, Association of Idaho Cities, Department of Commerce and Labor, U.S. Small Business Administration, etc.
- Develops tourism infrastructure and expands marketing efforts to support local tourism-based enterprises.
- Represents the City of Idaho Falls in the community and at various official functions locally, regionally, and nationally and internationally.
- Engages with state and federal organizations and elected officials on issues impacting Idaho Falls.
- Works to secure state and federal grants and funding for essential city projects and programs
- Reviews public policies and state legislation that impact the city and develops strategies to promote the interests of Idaho Falls.

City Clerk's Office:

- Provides a vital role in ensuring efficient governance and transparency.
- Issues and tracks city licensing, supporting businesses, tradesmen, and childcare providers.
- Manages and maintains records for Fielding and Rose Hill cemeteries.
- Accepts and processes public records requests, promoting openness and accountability.
- Records all legislative actions by the Mayor and City Council, including meeting agendas, council meeting minutes, ordinances, resolutions, and agreements.
- Conducts mayoral and city council elections.
- Serves as the official custodian for all city records, safeguarding our community's history and upholding its democratic processes.

ACCOMPLISHMENTS FOR FY 2023/2024

- Idaho Falls was named America's Best Performing Small City by the Milken Institute for the third time in four years.
- Continued growth of GIFT, Greater Idaho Falls Transit, which was recognized with a City Achievement Award by the Association of Idaho Cities in 2023. In its second year, GIFT continues to see increases in ridership with more than 12,000 active accounts and almost 100,000 boardings through May 31, 2024.
- Celebrated the opening of the new Idaho Falls Police Complex, which brings all the IFPD's staff and departments under the same roof for the first time ever, which will improve the department's efficiency and effectiveness in its public safety.
- Successfully completed fundraising for the planned renovation of the Frontier Center for the Performing Arts, which will include an expanded lobby, ADA restrooms and more.
- Continued growth of Idaho Falls Fiber, which currently serves more than 7,600 customers, achieving 98% coverage in Idaho Falls with more than 1,000 miles of fiber optic cable laid.
- Support the development of an Airport Master Plan, which will address continued growth in commercial and cargo traffic, a planned terminal expansion, and expanded routes.
- Ribbon cutting for the new Heritage Park, and continued work on the city's parks strategic plan to provide parks and recreation for the city's growing population.

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- Ribbon cutting and reopening of Funland at the Idaho Falls Zoo, made possible with a community partnership that will allow new generations to enjoy wholesome fun in Tautphaus Park for decades to come.
- Continued enhancements to the city's community engagement efforts to provide more ways for residents to learn about what is happening in Idaho Falls and get involved.

OBJECTIVES FOR FY 2024/2025

- Promote a welcoming, attractive, safe, and diverse community that provides an outstanding quality of life for all community members.
- Embrace small city communities, big city opportunities, and forward-thinking approaches to provide outstanding services and sustainable economic, social, and recreational opportunities for all residents and the whole community.
- Build a model organization with an emphasis on leadership, strategic partnerships, and meaningful community engagement, asset and financial management and project implementation.
- Support and forward the City Council's priorities of enhanced public safety and community policing, improved transportation, expanded recreational facilities, improved budgeting, and stewardship, expedited permitting and review, enhanced housing options and sustainability.
- Implement a strategic communications plan to better serve the vision and needs of our community.
- Provide a high level of responsive customer service that makes residents feel welcome.
- Uphold high values of public service, accountability, respect, and stewardship.
- Enhance opportunities for residents to get involved, stay informed and build community.
- Continue efforts to increase transparency and accountability in all the work we do.

MAJOR BUDGET CHANGES FOR FY 2024/2025

- The Mayor's Office budget includes an additional staff member in the City Clerk's Office in improved efficiency and responsiveness to public records requests and license applications.
- The Economic Development & Government Affairs budget now includes the expenses for the city lobbyist and other professional services, increased travel and training to reflect new responsibilities.
- The City Council budget includes continued support for GIFT, and a slight increase in the Sister Cities budget.

MAYOR AND COUNCIL SUMMARY BY CATEGORY

	FY 2022 Actual	FY 2023 Actual	FY 2024 Adopted Budget	FY 2025 Adopted Budget
REVENUES				
Licenses And Permits	-	92,470	157,500	159,100
Intergovernmental Revenue	-	100,163	-	35,000
Charges For Services	-	24,850	30,000	30,000
Miscellaneous	1,005	79,019	1,000	-
Total	**1,005**	**296,501**	**188,500**	**224,100**
EXPENSES				
Salaries And Wages	423,008	602,363	694,377	798,864
Benefits	226,162	320,706	418,058	454,486
Current Operating Expense	410,828	393,294	713,119	986,837
MERF Expenditures	-	96,215	-	-

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Interfund Transfers		(629,095)	(813,366)	(1,067,011)	(1,160,722)
Grant Expenditures		-	50,163	-	35,000
MERF Allocation		6,000	6,000	6,766	6,766
	Total	**436,903**	**655,375**	**765,309**	**1,121,231**

MAYOR AND COUNCIL SUMMARY BY DIVISION

	FY 2024 Adopted Budget		FY 2025 Adopted Budget			
Division	**Expenditure**	**Revenue**	**Expenditure**	**Revenue**	**$ Change Expenditure**	**% Change Expenditure**
General Fund						
Mayor	206,995	1,000	293,421	35,000	86,426	41.75%
Economic Development	74,584	-	150,627	-	76,043	101.96%
City Clerk	248,123	187,500	255,220	189,100	7,097	2.86%
Council	235,607	-	421,963	-	186,356	79.10%
Total	**765,309**	**188,500**	**1,121,231**	**224,100**	**355,922**	**46.51%**

MAYOR AND COUNCIL PERSONNEL

	FY 2023 Budget	FY 2024 Budget	FY 2025 Adopted Budget
Title	**Number**	**Number**	**Number**
Chief of Staff	1	1	1
City Clerk	-	1	1
City Council Member	6	6	6
Communication Specialist	-	1	1
Deputy City Clerk	-	1	1
Economic Development Administrator	1	1	1
Executive Assistant	1	1	1
Mayor	1	1	1
Office Assistant II *	-	1	1
Public Information Officer *	1	1	1
Total	**11**	**15**	**15**

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LEGAL

General Fund — Legal

MISSION STATEMENT

To proactively support, empower, and achieve the City's goals and ambitions and protect the City and the community.

CORE SERVICES

- The Legal Department provides municipal legal services to the City and its elected and appointed officials. The department is organized into two sections: General Civil Counsel and Prosecution.
- The Legal Department drafts and prepares City ordinances and resolutions, research and drafting of legal opinions, preparation of contracts, prosecution of violations of City ordinances and state misdemeanors that occur within City limits, utility and airport regulation and compliance, claims resolution, employment and labor work, and litigation, among other issues.

ACCOMPLISHMENTS FOR FY 2023/2024

- Successfully represented the City in various prosecution matters.
- Provided timely responses to over 2,000 police and general City public records requests.

OBJECTIVES FOR FY 2024/2025

- Enhance the department's technology and facilities to create efficiencies.
- Continue addressing citizens' quality of life and supporting and promoting City departmental objectives.
- Reduce turnaround time for assignments using technology and strategic handling of workload.
- Recruit and retain high quality professionals.

MAJOR BUDGET CHANGES FOR FY 2024/2025

Due to increased prosecution load, the Legal Department is seeking an additional prosecutor and moving a part-time administrative assistant to full time.

- Prosecutor - The City has held $90,000 in the prosecutor budget from when the City reduced the staffing from two full time prosecutors to one in 2021, due to COVID slowdown. The projected cost for a new prosecutor will be approximately 127,100 in total. Most of the impact from this ask will be offset by the $90,000 and the salary savings in the Civil Division.
- Full time administrative assistant - The increased cost is anticipated to be approximately $30,000.

Legal Research Database Subscription Increases - The City utilizes Westlaw as our primary legal research tool. We've received notice that our subscription charges are increasing approximately 35% next year.

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LEGAL SUMMARY BY CATEGORY

	FY 2022 Actual	FY 2023 Actual	FY 2024 Adopted Budget	FY 2025 Adopted Budget
REVENUE				
Fines & Forfeitures	178,986	151,634	210,600	180,000
Total	**178,986**	**151,634**	**210,600**	**180,000**
EXPENSES				
Salaries And Wages	457,495	509,139	520,205	657,678
Benefits	164,349	178,275	198,411	283,493
Current Operating Expense	134,184	44,045	167,684	90,341
Interfund Transfers	(304,737)	(340,625)	(352,731)	(406,789)
Total	**451,291**	**390,833**	**533,569**	**624,723**

LEGAL SUMMARY BY DIVISION

	FY 2024 Adopted Budget		FY 2025 Adopted Budget			
Division	**Expenditure**	**Revenue**	**Expenditure**	**Revenue**	**$ Change Expenditure**	**% Change Expenditure**
General Fund						
City Attorney	125,564	210,600	133,556	180,000	7,992	6.36%
Prosecution	408,005	-	491,167	-	83,162	20.38%
Total	**533,569**	**210,600**	**624,723**	**180,000**	**91,154**	**17.08%**

LEGAL PERSONNEL

	FY 2023 Budget	FY 2024 Budget	FY 2025 Adopted Budget
FT	**Number**	**Number**	**Number**
Assistant City Attorney	1	1	1
Admin Asst-Legal	-	-	1
City Attorney	1	1	1
City Prosecutor	1	1	2
Legal Assistant	1	1	1
Office Asst I-Legal	1	1	1
PT			
Admin Asst-Legal	0.5	0.5	-
	5.50	**5.50**	**7.00**

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MUNICIPAL SERVICES

General Fund — Municipal Services

MISSION STATEMENT

Dedicated to public services and working as a team, the Municipal Services Department is committed to best practices in customer service, transparency of public finances, information technology and security, and maintenance of city-owned facilities and equipment.

FUND DESCRIPTION

- General Funds
- Frontier Center Capital Improvement

CORE SERVICES

- Public finances, investments, accounting, audit, treasury and budget
- Payroll
- Procurement, accounts payable
- Assets and surplus of city-owned property
- Information Technology
- Building maintenance for over 200 city-owned properties
- Fleet maintenance of over 800 city vehicles and equipment
- Utility billing for over 27,000 residential and 4,580 commercial and 6 industrial customers

ACCOMPLISHMENTS FOR FY 2023/2024

- Completed quarterly finance presentations to City Council
- Completed design and bidding for the installation of the elevator and surrounding interior for City Hall building
- Completed benchmarking study for regional theaters comparable to the Frontier Center for the Performing Arts
- Completed fuel dispenser upgrades

OBJECTIVES FOR FY 2024/2025

- Implement budget process improvements
- Issue request for proposal for city's financial and utility billing systems
- Implement building stewardship plan
- Complete City Hall building construction
- Begin Frontier Center for the Performing Arts ADA Restrooms and Lobby Expansion construction
- Develop and implement an apprenticeship program at the Fleet Maintenance Facility

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MAJOR BUDGET CHANGES FOR FY 2024/2025

- Construction funds for the Frontier Center for the Performing Arts ADA Restrooms and Lobby Expansion
- Project funding for the City's financial and utility billing systems

MUNICIPAL SERVICES SUMMARY BY CATEGORY

	FY 2022 Actual	FY 2023 Actual	FY 2024 Adopted Budget	FY 2025 Adopted Budget
REVENUE				
Licenses And Permits	126,555	-	-	-
Intergovernmental Revenue	8,523	91,600	1,318,390	1,251,500
Charges For Services	140,346	161,939	129,000	132,000
Rentals & Leases	5,602	19,513	14,000	14,000
Miscellaneous	12,518	(2,915)	7,100	1,500
MERF Cash	-	-	72,000	315,755
Total	**293,543**	**270,137**	**1,540,490**	**1,714,755**
EXPENSES				
Salaries And Wages	4,213,745	4,354,535	5,049,554	5,599,389
Benefits	1,845,147	1,844,283	2,418,956	2,729,645
Current Operating Expense	5,995,532	7,146,189	7,611,360	8,374,802
Capital Outlay	46,513	126,059	100,000	575,000
MERF Expenditures	-	6,908	72,000	128,255
Debt Service	-	550	-	-
Interfund Transfers	(8,568,006)	(9,514,893)	(10,075,128)	(11,111,000)
Grant Expenditures	14,001	86,122	1,318,390	1,064,000
MERF Allocation	54,000	105,000	107,900	105,037
Total	**3,600,931**	**4,154,753**	**6,603,032**	**7,465,128**

MUNICIPAL SERVICES BUDGET BY DIVISION

	FY 2024 Adopted Budget		FY 2025 Adopted Budget			
Division	**Expenditure**	**Revenue**	**Expenditure**	**Revenue**	**$ Change Expenditure**	**% Change Expenditure**
General Fund						
Municipal Services	151,142	72,000	144,346	315,755	(6,796)	-4.50%
Information Technology	1,843,730	100,000	2,162,435	100,000	318,705	17.29%
Treasurer	222,895	-	226,884	-	3,989	1.79%
Utility Billing	8,849	-	13,070	-	4,221	47.70%
Finance	635,169	3,000	863,598	-	228,429	35.96%
Software Implementation	-	-	500,000	-	500,000	
Equipment Maintenance	1,411	4,100	392,252	189,000	390,841	27699.59%
Building Maintenance	2,846,863	932,390	3,060,952	978,000	214,089	7.52%
Frontier Center	892,973	429,000	601,590	132,000	(291,383)	-32.63%
Total	**6,603,032**	**1,540,490**	**7,965,128**	**1,714,755**	**1,362,096**	**20.63%**

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MUNICIPAL SERVICES PERSONNEL

	FY 2023 Budget	FY 2024 Budget	FY 2025 Adopted Budget
FT	**Number**	**Number**	**Number**
Accountant	1	1	1
Accountant I	1	4	4
Accountant II	1	1	1
Accountant II-Supervisor	1	1	1
Accountant III	1	2	2
Accounting Clerk	1	-	-
Accounts Payable Clerk	-	2	2
Admin Asst - Municipal Services	1	1	1
Assistant Finance Manager	2	2	2
Assistant Utility Supervisor	3	1	1
Auditorium Manager	-	1	1
Building Maint Superintendent	1	1	1
Building Maint. Specialist II	1	2	2
Building Maint. Technician I	-	1	1
Building Maint. Technician II	1	3	3
Building Maintenance Foreman	1	1	1
Bulding Maint. Lead Technician	1	3	3
Business Office Manager II	-	1	1
Chief Information Officer	1	1	1
Controller	2	-	-
Credit Specialist	1	1	1
Custodian	-	2	2
Custodian/Maint. Specialist	2	-	-
Customer Service Rep-Treasury	-	2	2
Executive Assistant	-	1	1
Customer Service Rep, Senior	4	-	-
Deputy City Clerk	3	-	-
Deputy City Treasurer	1	-	-
Finance & Accting Coordinator	1	-	-
Finance Manager/Treasurer	-	1	1
General Services Administrator	4	-	-
IT Business Intel Analyst I	1	5	5
IT Business Intel Analyst II	2	1	1
IT Support Technician	1	1	1
IT Systems Administrator	-	2	2
IT Systems Specialist	1	2	2
IT Technician I	1	-	-
IT Technician II	1	1	1
IT Technician III	-	1	1
Lead Treasury Clerk	-	1	1
Maintenance/Apprentice Tech	1	1	1
Mechanic, Journey	10	10	10
Municipal Services Director	-	1	1
Office Assistant II	1	1	1

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MUNICIPAL SERVICES PERSONNEL

Office Asst I - Equip Maint		1	-	-
Office Asst II		1	-	-
Parts & Inventory Coordinator		1	1	1
Payroll Coordinator		1	1	1
Procurement Specialist II		2	2	2
Property & Records Coordinator		1	1	1
Purchasing Assistant		1	-	-
Shop Foreman		1	1	1
Shop Superintendent		2	1	1
Treasurer		1	-	-
Treasury Cashier		3	-	-
Treasury Clerk		-	3	3
Utility Billing Specialist		1	2	2
Utility Supervisor		1	1	1
	Total	**72**	**76**	**76**

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FRONTIER CENTER

Capital Improvement Fund —Frontier Center

FRONTIER CENTER CIP BY CATEGORY

	FY 2022 Actual	FY 2023 Actual	FY 2024 Adopted Budget	FY 2025 Adopted Budget
REVENUE				
Intergovernmental Revenue	-	-	-	1,200,000
Investment Income	(5,507)	6,947	-	-
Contributions & Donations	-	-	200,000	1,700,000
Miscellaneous	-	3,000	-	-
Non Revenue Transfer	-	-	200,000	-
Division Total	**(5,507)**	**9,947**	**400,000**	**2,900,000**
EXPENSES				
Capital Outlay	-	-	600,000	1,700,000
Grant Expenditures	-	-	-	1,200,000
Division Total	**-**	**-**	**600,000**	**2,900,000**

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COMMUNITY DEVELOPMENT

General Fund — Community Development

MISSION STATEMENT

Helping the community's vision of the future become a reality.

FUND DESCRIPTION

There are three accounts under the Community Development Services umbrella:

- 1701: Planning and Building Divisions
- 1702: Bonneville Metropolitan Planning Organization (BMPO)
- 1703: Community Development Block Grants (CDBG) / Grants

CORE SERVICES

Building:

- Ensure safe construction of homes and non-residential buildings by administering and enforcing the International Code Council (ICC) family of codes.
- Review development plans for code compliance.
- Issue and manage building permits.
- Inspect new construction and remodel improvements.
- Administer contractor licensing program, and oversee contractor training classes.
- Assist contractors and homeowners with code interpretation and application.

Planning:

- Develop and implement the City's Comprehensive Plan (Imagine IF), which is the foundational policy document for the City of Idaho Falls. The Comprehensive Plan establishes the framework to guide public and private decisions about future growth, preservation, and change within the municpality.
- Administer the zoning, subdivision, flood plain, overlay zones, form-based and sign codes.
- Review annexations, subdivisions, plats, site plans, conditional use permits, variances, and other zoning related requests for compliance.
- Floodplain administration.
- Serve as staff support for Planning and Zoning Commission, Board of Adjustment, Historic Preservation Committee, and Idaho Falls Redevelopment Agency (IFRA).
- Conduct long-range planning studies and develop plans for specific areas.
- Participate in various boards including: Shade tree Committee, Idaho Falls Downtown Development Corporation, Historic Preservation Committee, Bonneville Metropolitan Planning Organization, Bicycle/Pedestrian Advisory Committee, and Technical Advisory Committee.

Grants:

- Administer and manage the Community Development Block Grant (CDBG) program, the Covid Relief Round 1 (CV1) and Covid Relief Round 3 (CV3) CDBG COVID 19 relief funds, and other federal grants.
- Complete and manage Housing and Urban Development (HUD) reports, and submit to the Integrated Disbursement and Information (IDIS) system for HUD payments.
- Manage federal grants and programs, including: American Rescue Plan Act (ARPA) and State Local Fiscal Recovery (SLFRF) funds.
- Participate in internal audits for grants exceeding $800,000.
- Manage the Idaho Falls Business Assistance Corporation (IFBAC) revolving loan program.

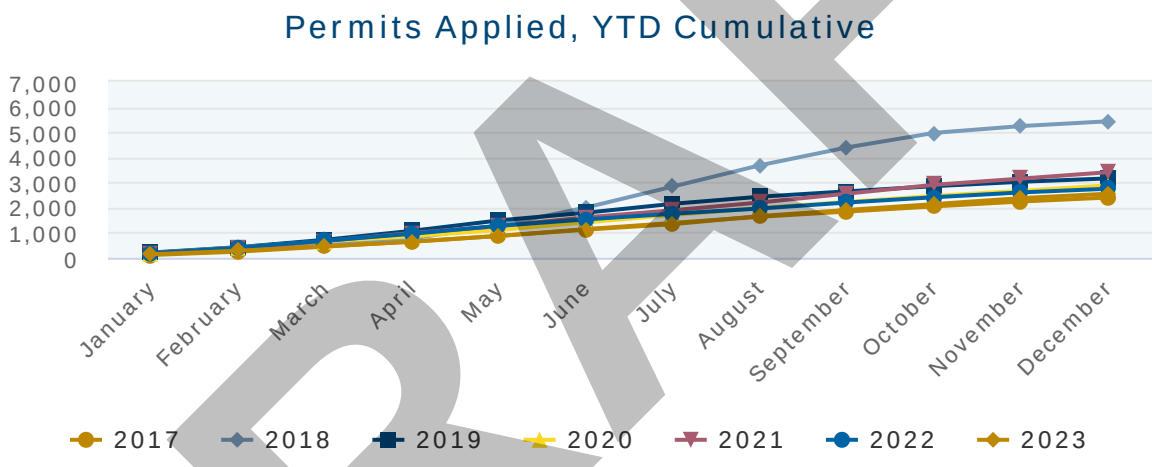
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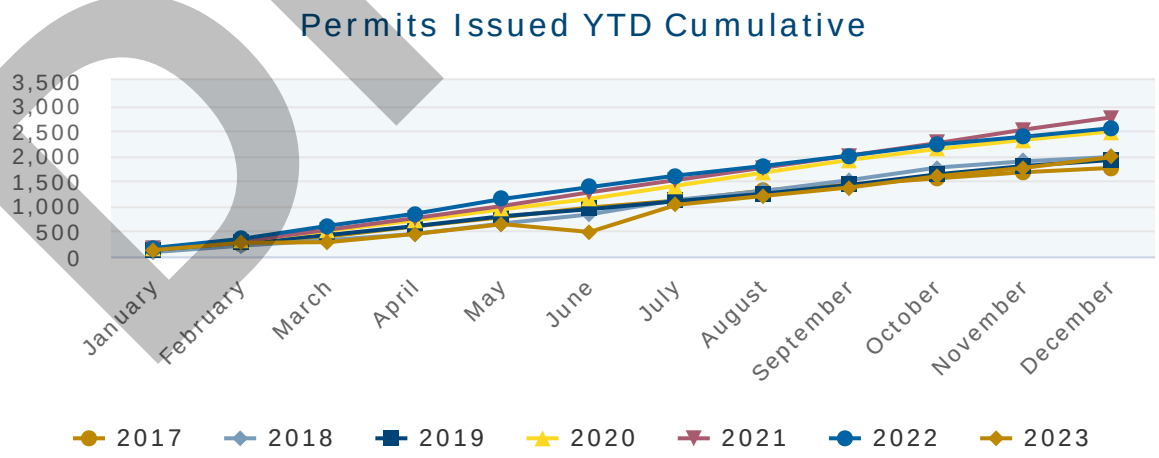
- Manage the Greater Idaho Falls Transit (GIFT) financial reports and expense disbursements.
- Participate on various boards including Greater Idaho Falls Transit (GIFT) and Region 6 Housing Coalition.
- Assist departments in finding and applying for grants.
- Americans with Disabilities Act (ADA) Coordination.

ACCOMPLISHMENTS FOR FY 2023/2024

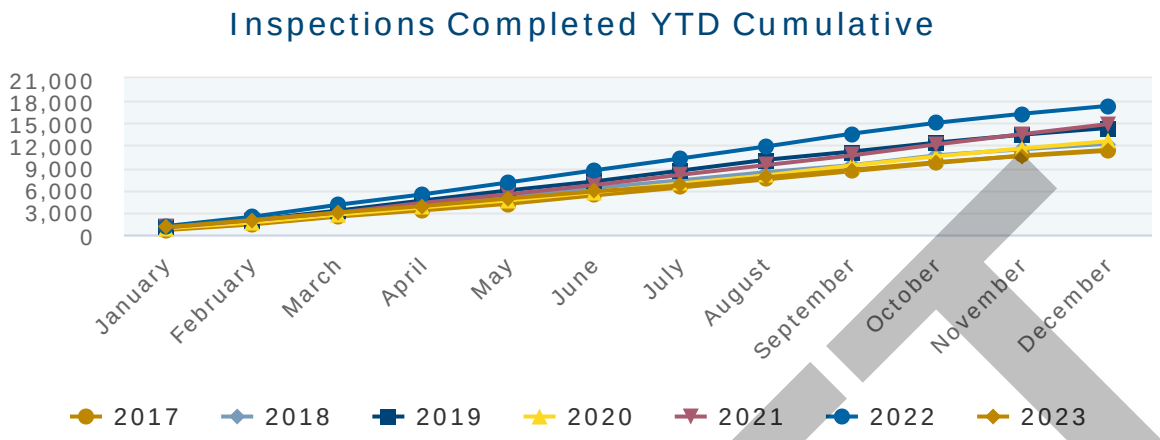
Building:

- Updated ICC codes per state requirements, and performed duties as required in accordance with adopted codes.
- Chief Building Inspector assumed duties of Building Official.
- Developed a career progression model for permit technicians.
- Developed contract for third-party commercial and structural reviews.
- Completed building security upgrades.
- Implemented weekly cross-training for front office staff.



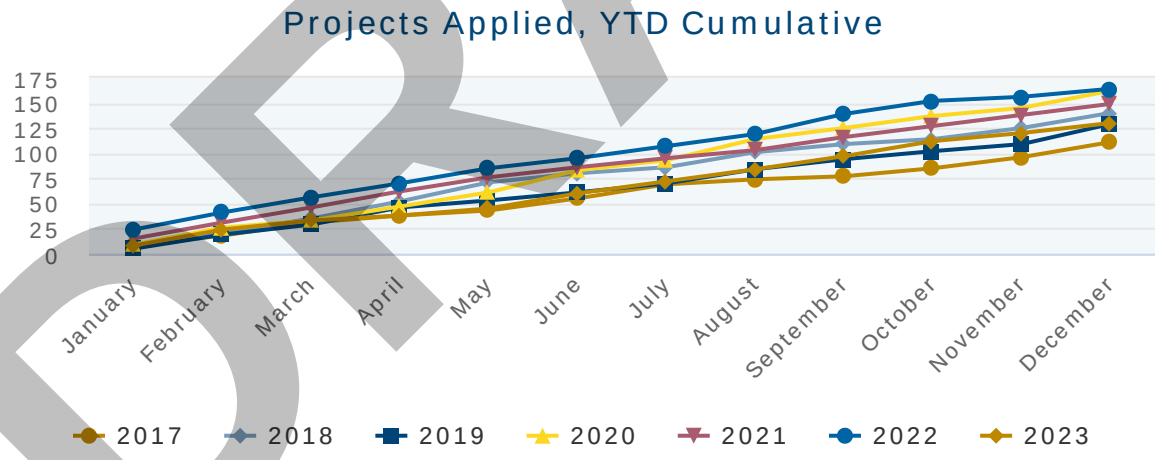


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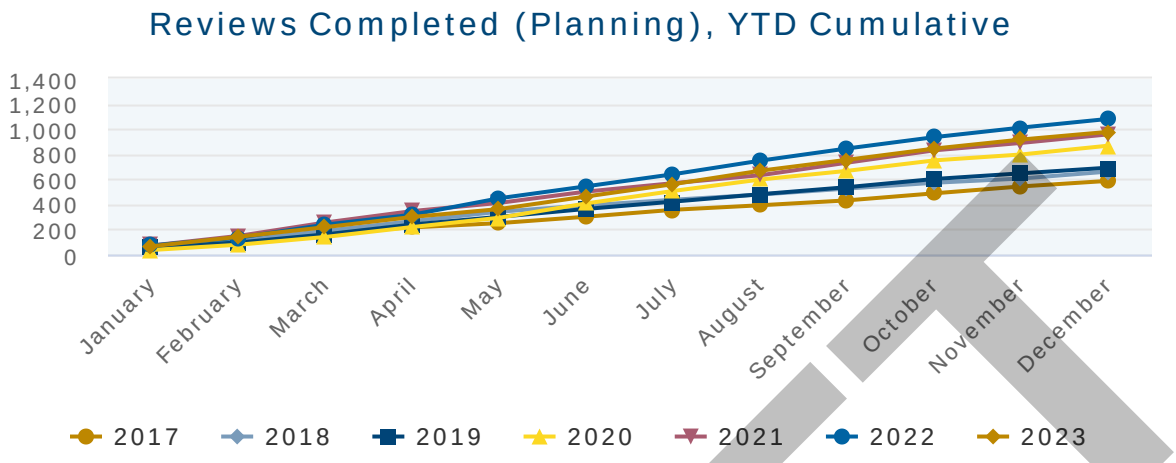


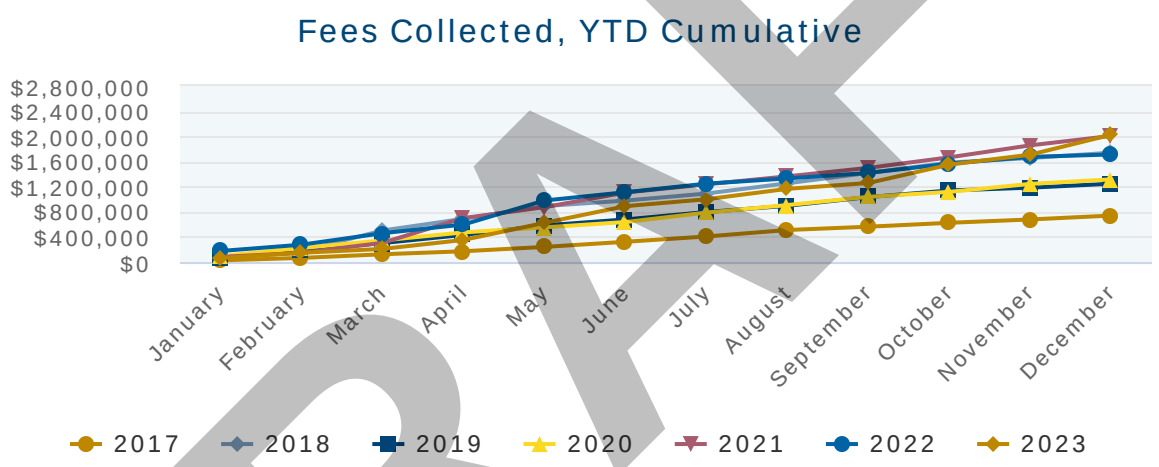
Planning:

- Creation of new Urban Renewal Districts.
- Modified code to allow accessory dwelling units in all residential zones.
- Updated Residential Mobile Home zones and form-based code to better reflect current development needs.
- Development of Fiscal Impact Analysis Tool.
- Work with Utah State University on Missing Middle Housing and Walkable Center implementation strategy.
- Develop a hybrid work environment.
- Implementation of Imagine IF projects.



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Grants:

- Developed and implemented CDBG annual action plans for 2023 and 2022 from HUD.
- Developed the Consolidated Annual Performance and Evaluation Report (CAPER) and submitted it to the City Council.
- Non-CDBG grants awarded include: Mayor's Walking Challenge, Parks and Recreation volunteer program funding, refrigeration unit funding at The Farm, architecture rendering funding for Accessory Dwelling Unit (ADU) plans, and Historic Preservation Plan funding.
- 10 total department grants accepted including: 4 grants for Idaho Falls Power, 3 grants for the Public Works Department, 1 grant for the Parks and Recreation Department, and 1 grant for the City's general fund.
- $2,505,982 of CDBG funds allocated.
- Completed ADA Transition Plan and addressed issues identified by previous ADA commission.
- Continue to develop the grants program by developing workflows and processes, and work to ensure grant compliance.

OBJECTIVES FOR FY 2024/2025

- Replace TRAKiT software with CityWorks.
- Complete building security upgrades.
- Thorough review of planning and building fees.
- Adopt a south downtown form-based code.
- Implementation of fiscal impact analysis tool.
- Negotiate a new area of impact (AOI) with Bonneville County.
- Development of a historic preservation plan.
- Development of a parks and trails master plan.
- Promote the development of walkable centers.

FUTURE OPPORTUNITIES/ISSUES

- Appropriate fee adjustments.
- Continue to monitor staffing levels.
- Developing housing action plan to determine and set the appropriate City role in housing issues.
- Continue to work towards a self-sustaining grants program.
- Review of complete streets option for Idaho Falls.
- Implementation of Missing Middle Housing options within the Zoning Ordinance.

COMMUNITY DEVELOPMENT SUMMARY BY CATEGORY

	FY 2022 Actual	FY 2023 Actual	FY 2024 Adopted Budget	FY 2025 Adopted Budget
REVENUE				
Licenses And Permits	1,570,060	1,155,505	1,101,000	1,600,496
Intergovernmental Revenue	1,078,568	1,223,040	1,832,000	1,754,000
Charges For Services	440,336	470,961	330,000	467,000
Miscellaneous	68,810	103,618	85,000	105,000
MERF Cash	-	-	45,000	-
Total	**3,157,774**	**2,953,124**	**3,393,000**	**3,926,496**
EXPENSES				
Salaries And Wages	1,313,793	1,418,820	1,604,149	1,809,826
Benefits	514,826	581,810	717,678	842,990
Current Operating Expense	746,277	763,069	1,161,850	932,055
Capital Outlay	469,961	323,934	400,000	400,000
MERF Expenditures	-	-	45,000	-
Interfund Transfers	-	(33)	-	-
Grant Expenditures	48,000	289,887	640,000	55,000
MERF Allocation	15,500	16,500	23,997	25,489
Total	**3,108,357**	**3,393,986**	**4,592,674**	**4,065,360**

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COMMUNITY DEVELOPMENT SUMMARY BY DIVISION

Division	FY 2024 Adopted Budget Expenditure	FY 2024 Adopted Budget Revenue	FY 2025 Adopted Budget Expenditure	FY 2025 Adopted Budget Revenue	$ Change Expenditure	% Change Expenditure
General Fund						
Planning, Building and Inspection	3,101,498	2,116,000	2,782,128	2,127,496	(319,370)	-10.30%
Metropolitan Planning	690,633	587,000	455,745	1,029,000	(234,888)	-34.01%
CDBG Program	800,543	690,000	827,488	770,000	26,945	3.37%
Total	**4,592,674**	**3,393,000**	**4,065,360**	**3,926,496**	**(527,314)**	**-11.48%**

COMMUNITY DEVELOPMENT PERSONNEL

	FY 2023 Budget	FY 2024 Budget	FY 2025 Adopted Budget
FT	Number	Number	Number
Admin Asst - Comm. Dev Srvs	1	1	-
Asst Planning & Building Dir	1	1	1
Bmpo Deputy Director	1	1	1
Building Inspector	1	1	1
Building Official	1	1	1
Building Permit Clerk	2	2	2
Cds Director	1	1	1
Chief Building Inspector	1	1	1
Chief Electrical Inspector	3	1	1
Chief Plumbing/Mech. Inspector	2	1	1
Commercial Plans Examiner	-	1	1
Electrical Inspector	-	1	1
Executive Assistant	-	-	1
Gis Analyst/Planner	1	1	1
Grant Administrator	1	1	1
Grants Coordinator	1	1	1
Planner I	2	2	2
Planner II: Long Range	1	1	1
Plumbing/Mechanical Inspector	-	1	1
Residential Plan Examiner	-	1	1
Transportation Planner	1	1	1
PT			
Office Asst II-BMPO	1	1	1
Total	**22**	**23**	**23**

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BUSINESS IMPROVEMENT DISTRICT

Business Improvement District Fund

BUSINESS IMPROVEMENT DISTRICT SUMMARY BY CATEGORY

	FY 2022 Actual	FY 2023 Actual	FY 2024 Adopted Budget	FY 2025 Adopted Budget
REVENUE				
Investment Income	(2,679)	1,946	2,250	2,250
Miscellaneous	94,272	88,763	115,000	115,000
Division Total	**91,593**	**90,709**	**117,250**	**117,250**
EXPENSES				
Current Operating Expense	85,500	179,000	115,000	115,000
Division Total	**85,500**	**179,000**	**115,000**	**115,000**

BUSINESS IMPROVEMENT DISTRICT SUMMARY BY DIVISION

	FY 2024 Adopted Budget		FY 2025 Adopted Budget			
Division	**Expenditure**	**Revenue**	**Expenditure**	**Revenue**	**$ Change Expenditure**	**% Change Expenditure**
Special Revenue Fund						
Business Improvement District	115,000	117,250	115,000	117,250	-	0.00%
Total	**115,000**	**117,250**	**115,000**	**117,250**	**-**	**0.00%**

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HUMAN RESOURCES

General Fund — Human Resources

MISSION STATEMENT

The Human Resources Department is committed to fostering trust and engagement among the City of Idaho Falls's employees. Through transparent communication, visible presence, and reliable support, we ensure that employees feel empowered to seek assistance and trust that we have their best interests at heart. Our mission is to actively engage with all employees, cultivating a culture of collaboration and continuous improvement. We are dedicated to partnering with employees to maximize their potential and contribute to the success of our City.

CORE SERVICES

Human Resource Planning; Selection and Recruitment; Performance Management; Learning and Development; Rewards and Recognition; Compensation and Benefits; Policy Formulation; Employee Engagement; Health and Safety; Growth and Succession Planning; Career Planning; Function Evaluation; Labor Law Compliance; Job Evaluation; Risk Management; Safety; Onboarding; Employee Relations; Labor Relations; Leadership & HR related training; Risk Management, safety, equal employment opportunity, and diversity.

ACCOMPLISHMENTS FOR FY 2023/2024

- Organized and increased employee participation and engagement in City events such as: Pie Day, Salsa Contests, Benefits Fair, and City Picnic.
- Provided training along with Finance and the Mayor's office through the lunch and learn events.
- Provided training to city employees, including:
  - "The Talk Saves Lives" suicide prevention training.
  - Distracted Driving course.
  - De-escalation/ customer service training.
  - Forklift Certification Course.
- Created a tracking system to effectively transfer part of risk through the insurance policy, subrogation, restitution, and claim management.
- Started digital data collection for exit surveys.
- Provide support to city departments on labor law compliance, recruitment and hiring, protected leaves, grievances, and conflicts.

OBJECTIVES FOR FY 2024/2025

- Employee Engagement
- Supervisor/Leadership development and training
- Performance Management systems and processes
- Personnel policy review and updating
- Employee onboarding
- Employee Engagement
- Supervisor/Leadership development and training
- Performance Management systems and processes
- Personnel policy review and updating
- Employee onboarding.

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FUTURE OPPORTUNITIES/ISSUES

- Need for increased HR staffing.
- With additional HR staffing, we could expand on current HR services in the following areas:
  - › Compensation, benefits (including sustainable cost modeling and design work), rewards, and recognition (HR Analyst)
  - › Recruitment and Hiring/Clear job expectations in all job descriptions (recruiter)
  - › Training/Learning/Onboarding/Offboarding/Engagement surveys (HR Generalist)
  - › General coordination of HR efforts and employee communication and employee event planning (HR Administrative Assistant)

HUMAN RESOURCES SUMMARY BY CATEGORY

	FY 2022 Actual	FY 2023 Actual	FY 2024 Adopted Budget	FY 2025 Adopted Budget
EXPENSES				
Salaries And Wages	353,071	351,256	376,184	513,839
Benefits	111,537	122,429	143,184	201,178
Current Operating Expense	218,407	258,455	310,698	316,878
Interfund Transfers	(314,111)	(347,108)	(376,758)	(426,511)
Division Total	**368,904**	**385,032**	**453,308**	**605,384**

HUMAN RESOURCES SUMMARY BY DIVISION

	FY 2024 Adopted Budget		FY 2025 Adopted Budget			
Division	Expenditure	Revenue	Expenditure	Revenue	$ Change Expenditure	% Change Expenditure
General Fund						
Human Resources	453,308	-	605,384	-	152,076	33.55%
Total	**453,308**	**-**	**605,384**	**-**	**152,076**	**33.55%**

HUMAN RESOURCES PERSONNEL

	FY 2023 Budget	FY 2024 Budget	FY 2025 Adopted Budget
FT	**Number**	**Number**	**Number**
Human Resource Manager	2	2	3
Human Resources Director	1	1	1
Human Resources Generalist	-	1	1
Safety & Training Program Coor	1	-	-
PT			
Human Resources Assistant	1	-	-
Total	**5**	**4**	**5**

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POLICE

General Fund — Police

MISSION

In partnership with the people of Idaho Falls, our mission is to make a positive difference in the community and help people live safer, more prosperous, and healthier lives.

VISION

The Idaho Falls Police Department is united in a spirit of teamwork to be an open, courteous, and community-minded organization devoted to quality public service. We are dedicated to living by values reflecting a genuine desire to care for the safety and well-being of the public we serve as well as the professionals who provide that service.

CORE VALUES

Integrity, Courage, Honor, Trust, Excellence. All of our actions and decisions should reflect back to these core values.

CORE SERVICES

- Provide 24/7 emergency and service response
- Provide 24/7 emergency and service communication for all public safety entities in the region
- Traffic enforcement
- Field investigation
- School safety
- Criminal investigations
- Proactive community partnerships to prevent crime
- Special investigations
- Special teams
- Code enforcement
- Airport safety
- Animal shelter
- Animal code enforcement
- Records management, report dissemination, and secure storage of property and evidence
- Public information and community engagement

ACCOMPLISHMENTS FOR FY 2023/2024

- Completion of Idaho Falls Police Complex under budget
- Filled vacant positions bucking national trends in law enforcement
- 29% reduction in the use of force over three years
- Creation of Critical Outreach Programs & Education (COPE) team to help with addiction recovery, mental illness, and homelessness
- Victim advocate
- IACP Audit

ACTIVITY DESCRIPTION

- Office of the Chief
  - › Overall leadership and command of all IFPD operations and employees
  - › Budgeting

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- › Grant administrating
- › Public information
- › Intelligence and crime analysis
- › Policy review and creation
- › Community outreach
- › Blue in the School

- Patrol Bureau
  - › 24/7 field operations and response
  - › Traffic enforcement
  - › Code enforcement
  - › Animal Services
  - › Special events and planning
  - › Airport operations
  - › Field Training Program
  - › Secondary employment
  - › K9 program
  - › School Resource Officers
- Investigations and Special Operations Bureau
  - › People crime investigations
  - › Property crime investigations
  - › Crime scene investigations
  - › Internet Crimes Against Children
  - › Digital Forensic examinations
  - › Critical Outreach Programs & Education (COPE) team
  - › Victim Advocate
  - › Special Weapons and Tactics (SWAT) response
  - › Crisis Negotiation Team (CNT)
  - › Explosive Ordnance Disposal Team
  - › Unmanned Aircraft Team
  - › Mobile Field Force
- Professional Standards and Logistics Bureau
  - › In service and specialty training for all employees
  - › New officer training
  - › Hiring, retention, and recruitment
  - › Internal investigations
  - › Equipment and Fleet management
  - › 24/7 dispatching and emergency communications
  - › Records
  - › Evidence
  - › Employee wellness

OBJECTIVES FOR FY 2024/2025

- Creation of new 5-year strategic plan
- Creation of local police academy with area partners
- Neighborhood policing program
- Geographic policing in patrol
- Traffic enforcement with on-line reporting, citizen watch utilization, and communication back with citizen
- Code Enforcement with on-line reporting, multi department cooperation, and communicating back with citizen

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FUTURE OPPORTUNITIES/ISSUES

- Growing the Department to meet the demands of a growing city with a rising crime rate.
- Evaluation of contracting shelter services
- Enhanced employee wellness

POLICE SUMMARY BY CATEGORY

	FY 2022 Actual	FY 2023 Actual	FY 2024 Adopted Budget	FY 2025 Adopted Budget
REVENUES				
Licenses And Permits	30,615	24,550	35,000	35,000
Intergovernmental Revenue	735,016	1,692,787	1,913,910	2,695,008
Charges For Services	88,286	98,807	117,500	117,500
Fines & Forfeitures	24,783	27,280	50,000	40,000
Rentals & Leases	31,695	40,579	37,000	37,000
Contributions & Donations	65,247	64,301	50,000	150,000
Miscellaneous	74,753	124,574	145,000	66,500
Non Revenue Transfer	-	-	-	146,171
MERF Cash	-	-	1,038,844	1,284,890
Total	**1,050,395**	**2,072,878**	**3,387,254**	**4,572,069**
EXPENSES				
Salaries And Wages	10,684,431	11,686,498	11,695,450	11,686,633
Benefits	4,357,580	4,597,216	5,684,763	6,244,116
Current Operating Expense	2,369,715	2,978,826	2,476,843	3,162,042
Capital Outlay	58,002	120,729	-	43,660
MERF Expenditures	460,494	855,558	1,038,844	1,284,890
Debt Service	1,998,598	1,996,279	2,000,000	1,506,012
Interfund Transfers	(920,041)	(884,752)	(1,049,809)	(1,011,171)
Grant Expenditures	52,660	83,455	636,496	1,975,022
MERF Allocation	441,000	880,000	1,084,410	1,182,993
Total	**19,502,440**	**22,313,810**	**23,566,997**	**26,074,197**

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POLICE SUMMARY BY DIVISION

Division	FY 2024 Adopted Budget Expenditure	FY 2024 Adopted Budget Revenue	FY 2025 Adopted Budget Expenditure	FY 2025 Adopted Budget Revenue	$ Change Expenditure	% Change Expenditure
General Fund						
Police Administration	3,201,306	1,108,844	3,184,153	1,394,890	(17,153)	-0.54%
Police In Service Training	1,489,608	-	4,825,023	459,771	3,335,415	223.91%
Police Uniform Patrol	10,770,493	30,000	9,884,548	832,087	(885,945)	-8.23%
Police Records and Service	573,503	-	571,853	-	(1,650)	-0.29%
Police Criminal Investigation	3,609,410	681,135	3,845,167	499,928	235,757	6.53%
Police 911 Communications	2,382,616	1,073,698	2,391,075	1,131,393	8,459	0.36%
Police Computer Supplies	359,966	-	353,541	-	(6,425)	-1.78%
Police Animal Control	1,180,095	493,577	1,018,837	254,000	(161,258)	-13.66%
Total	**23,566,997**	**3,387,254**	**26,074,197**	**4,572,069**	**2,507,200**	**10.64%**
Police CIP						
Police CIP	7,000,000	7,000,000	-	-	(7,000,000)	-100.00%
Total	**7,000,000**	**7,000,000**	**-**	**-**	**(7,000,000)**	**-100.00%**
Police Impact Fees						
Police Impact Fees	75,000	75,000	798,000	571,056	723,000	964.00%
Total	**75,000**	**75,000**	**798,000**	**571,056**	**723,000**	**964.00%**

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POLICE PERSONNEL

	FY 2023 Budget	FY 2024 Budget	FY 2025 Adopted Budget
FT	**Number**	**Number**	**Number**
Admin Asst - Police	1	2	2
Animal Control/Ordinance Offcr	8	6	6
Animal Services Manager	1	1	1
Animal Shelter Program Cor.	1	1	1
Code Enforcement Offcr, Senior	1	1	1
Code Enforcement Officer	2	2	2
Communication Center Manager	1	-	-
Dispatch Supervisor	5	-	-
Emergency Comm. Officer	-	15	15
Emergency Comm. Officer II	-	4	4
Emergency Comm. Officer III	-	1	1
Emergency Comm. Officer Trn	-	6	6
Emergency Comm. Specialist	19	-	-
Executive Assistant	1	1	1
Lead Animal Cont/Ord. Officer	-	2	2
Police Captain	3	5	5
Police Chief	1	1	1
Police Crime Analyst	1	1	1
Police Lieutenant	5	5	5
Police Officer	20	19	19
Police Officer, Probationary *	1	12	18
Police Officer, Senior	55	46	46
Police Sergeant	12	12	12
Police Training Coor & Prop Mgr	1	1	1
Property/Evidence Clerk	1	1	1
Public Information Officer	1	1	1
Records Specialist	5	5	5
Records Supervisor	1	1	1
Training & Equipment Coor.	-	1	1
Victims Services Coordinator	-	1	1
PT			
Emergency Comm Officer PT	1	-	-
Total	**148**	**154**	**160**

* 6 additions pending grant, 2 if no grant

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POLICE IMPACT FEE FUND

Impact Fee Funds

MISSION

In partnership with the people of Idaho Falls, our mission is to make a positive difference in the community and help people live safer, more prosperous, and healthier lives.

VISION

The Idaho Falls Police Department is united in a spirit of teamwork to be an open, courteous, and community-minded organization devoted to quality public service. We are dedicated to live by values reflecting a genuine desire to care for the safety and well-being of the public we serve as well as the professionals who provide that service.

CORE VALUES

Integrity, Courage, Honor, Trust, Excellence. All of our actions and decisions should reflect back to these core values.

CORE SERVICES

- 83% of impact fees go to the portion of the Idaho Falls Police Complex (IFPC) which was designed for future growth.
- 17% of impact fees go to add to fleet police vehicles. As the City grows, new police officers are needed. The police vehicle for the new officer to utilize comes from this portion of impact fees.

ACCOMPLISHMENTS FOR FY 2023/2024

- The IFPC was completed in April and became fully operational shortly thereafter.
- IFPD fleet vehicles are back on schedule with an 8-year retention plan. We added 4 new officer positions and will look to add 2 new fleet vehicles in 2024/2025.

OBJECTIVES FOR FY 2024/2025

- Approve impact fees for police at 100%
- Close out the Certificate of Participation expenditures for the construction of the IFPC
- Add 2 add to fleet vehicles

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POLICE IMPACT FEES SUMMARY BY CATEGORY

	FY 2022 Actual	FY 2023 Actual	FY 2024 Adopted Budget	FY 2025 Adopted Budget
REVENUE				
Licenses And Permits	31,292	237,273	75,000	565,000
Investment Income	43	4,777	-	-
Non Revenue Transfer	-	-	-	6,056
Division Total	**31,335**	**242,050**	**75,000**	**571,056**
EXPENSES				
Capital Outlay	-	-	75,000	168,000
Debt Service	-	-	-	630,000
Division Total	**-**	**-**	**75,000**	**798,000**

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FIRE

General Fund — Fire

MISSION STATEMENT

The Idaho Falls Fire Department is committed to providing professional life-saving services, ensuring the safety and security of our community.

FUND DESCRIPTION

The Fire Departments general fund consists of property tax dollars, intergovernmental funds, contracts, and grants.

CORE SERVICES

The IFFD provides the City and surrounding counties with an all-hazards emergency response service to include community risk reduction, fire suppression, fire investigation, fire prevention, hazardous materials, swift water rescue, technical rescue, and public education. Members of the department respond to major events such as snow and ice storms, wildland fires, electrical outages and downed power lines, floods, and other emergent needs from the communities served by the department.

ACCOMPLISHMENTS FOR 2023/2024

- Installed emergency generators to stations 4 and 5 enhancing response capabilities in the event of an emergency power outage, thereby reducing community risk. This was accomplished with funding provided by the American Rescue Plan Act (ARPA).
- Based on the department's revised Strategic Plan and the City's Comprehensive Plan for future City growth and response needs:
  - Combined American Rescue Plan Act (ARPA) funding, department budget, and impact fees to begin the process of design and preparation for the building of a fire station and storage facility on the department's property located on N 15th East to address the department's current response and storage needs.
- Continued to pursue grants and additional funding opportunities for a fire training facility.
- Received a grant for a self-contained breathing apparatus washer to assist in decontamination and maintenance.
- Discussed opportunities with a possible donor to construct a 9/11 memorial to be displayed at fire station 1 headquarters.
- Managed current grants and applied for additional grants.
- Increased public education and outreach to aid in risk reduction goals.

OBJECTIVES FOR 2024/2025

- Complete the new construction of Fire Station 6 on St. Leon Rd.
- Complete the new construction of a storage facility on St. Leon Rd.
- Update the fire department's strategic and comprehensive plans.

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FUTURE OPPORTUNITIES/ISSUES

- Pursue funding opportunities and regional partnerships for a regional fire training facility.
- Pursue additional coordination with the Bonneville County Fire Protection District #1 to enhance coordinated response, reduce community risk, and enhance fire and emergency medical services to the community.

FIRE SUMMARY BY CATEGORY

	FY 2022 Actual	FY 2023 Actual	FY 2024 Adopted Budget	FY 2025 Adopted Budget
REVENUE				
Licenses And Permits	39,960	56,992	40,355	40,500
Intergovernmental Revenue	2,320,502	2,473,444	2,960,328	2,882,572
Charges For Services	88,674	130,266	90,000	90,000
Contributions & Donations	302	500	-	-
Miscellaneous	486,237	113,284	61,000	75,000
MERF Cash	-	-	894,679	894,679
Total	**2,935,674**	**2,774,487**	**4,046,362**	**3,982,751**
EXPENSES				
Salaries And Wages	7,932,457	8,177,682	7,770,930	7,850,970
Benefits	3,370,978	3,764,502	4,330,952	4,822,166
Current Operating Expense	1,522,865	1,779,652	1,996,532	2,013,431
Capital Outlay	2,114,019	411,635	15,000	1,140,000
MERF Expenditures	-	355,819	894,679	894,679
Interfund Transfers	(1,166,616)	(314,045)	(450,000)	(1,450,000)
Grant Expenditures	639,430	166,752	1,331,756	1,212,256
MERF Allocation	500,000	500,000	785,000	785,000
Total	**14,913,133**	**14,841,998**	**16,674,849**	**17,268,502**

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FIRE SUMMARY BY DIVISION

Division	FY 2024 Adopted Budget Expenditure	FY 2024 Adopted Budget Revenue	FY 2025 Adopted Budget Expenditure	FY 2025 Adopted Budget Revenue	$ Change Expenditure	% Change Expenditure
General Fund						
Fire Administration	1,621,629	4,046,362	1,517,944	3,982,751	(103,685)	-6.39%
Fire Alarm Training	366,000	-	266,500	-	(99,500)	-27.19%
Fire Prevention	952,548	-	927,050	-	(25,498)	-2.68%
Fire Fighting	11,050,100	-	11,739,218	-	689,118	6.24%
Fire Training	91,133	-	115,350	-	24,217	26.57%
Fire Stations and Buildings	425,520	-	470,771	-	45,251	10.63%
Fire Auxiliary Services	2,167,919	-	2,231,669	-	63,750	2.94%
Total	**16,674,849**	**4,046,362**	**17,268,502**	**3,982,751**	**593,653**	**3.56%**
Fire Impact Fees						
Fire Impact Fees	200,000	200,000	-	(212,692)	(200,000)	-100.00%
Total	**200,000**	**200,000**	**-**	**(212,692)**	**(200,000)**	**-100.00%**

FIRE PERSONNEL

FT	FY 2023 Budget Number	FY 2024 Budget Number	FY 2025 Adopted Budget Number
Business Office Manager II	2	2	-
Deputy Fire Chief	2	2	1
Executive Assistant	-	-	1
Fire Battalion Chief	3	3	3
Fire Captain	5	7	10
Fire Captain/Paramedic	3	13	11
Fire Chief	1	1	1
Fire Division Chief	-	-	1
Fire Driver	17	19	14
Fire Driver/Paramedic	3	5	8
Fire Inspector II	3	4	4
Fire Marshal	1	1	1
Firefighter 1st Class	-	-	11
Firefighter Paramedic-Sr	16	1	1
Firefighter Senior	23	22	23
Probationary Firefighter	8	13	-
Public Information Officer	-	1	-
Total	**87**	**94**	**90**

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EMERGENCY MEDICAL SERVICES

Emergency Medical Services Fund

MISSION STATEMENT

The Idaho Falls Fire Department is committed to providing professional life-saving services, ensuring the safety and security of our community.

FUND DESCRIPTION

The Fire Department's Emergency Medical Services (EMS) fund consists of intergovernmental funds, service agreements, fees for service, and grants.

CORE SERVICES

The Idaho Falls Fire Department provides the City and surrounding counties with not only fire and all-hazards emergency response service, but also Emergency Medical Services (EMS) to include advanced life support transport, interfacility ambulance transports, tactical medicine, community education, and a paramedic mentoring program. The department's EMS system provides emergency response to all of Bonneville County, as well as portions of Jefferson and Bingham Counties.

ACCOMPLISHMENTS FOR FY 2023/2024

- Replaced one Type II transport ambulance.
- Added one Type II transport ambulance to the fleet.
- Replaced and installed security hardware at fire stations to increase personnel safety and equipment security.
- Replaced aging medical supply safes and equipment storage to enhance security.
- Placed an additional ambulance into service at the fire station on 65th South to enhance response times and create a safer community.
- Implemented additional training modules for EMS personnel in CPR, PALS, and ACLS.
- Implemented new funding sources through new state legislation.

OBJECTIVES FOR FY 2024/2025

- Plan for an ambulance to be placed in the fire station on 15th East, based on the department's revised Strategic Plan and the City's Comprehensive Plan for future city growth and response needs.
- Continue to assist Jefferson County in establishing a Basic Life Support transport ambulance to enhance regional partnerships and enhance patient care.
- Continue to assist Bingham County in EMS response to enhance regional partnerships and patient care.

FUTURE OPPORTUNITIES/ISSUES

- Continue discussions and support at the local and state levels to prioritize EMS in Idaho as an essential service. This would prioritize funding to ensure services that remain affordable to the user.
- Pursue additional coordination with the Bonneville County Fire Protection District #1 to enhance coordinated response, reduce community risk, and enhance fire and emergency medical services.

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- Work with Bonneville County Fire Protection District #1 in establishing a baseline EMS standard at the EMT Basic certification level.

EMERGENCY MEDICAL SERVICES SUMMARY BY CATEGORY

AMBULANCE	FY 2022 Actual	FY 2023 Actual	FY 2024 Adopted Budget	FY 2025 Adopted Budget
REVENUE				
Intergovernmental Revenue	3,425,207	4,189,706	3,985,905	3,675,495
Charges For Services	5,408,479	5,585,468	4,948,082	4,959,937
Investment Income	(15,740)	40,130	-	90,000
Contributions & Donations	-	-	5,000	5,000
Miscellaneous	3,095	167,332	115,000	105,000
Non Revenue Transfer	415,000	725,000	-	-
MERF Cash	-	-	564,219	303,719
Division Total	**9,236,041**	**10,707,636**	**9,618,206**	**9,139,151**
EXPENSES				
Salaries And Wages	3,695,865	4,112,587	4,409,763	4,738,619
Benefits	1,645,983	1,870,859	2,226,561	2,637,805
Current Operating Expense	1,291,198	1,231,262	1,732,163	1,912,753
Capital Outlay	7,026	2,971	-	-
MERF Expenditures	-	476,376	564,219	303,719
Debt Service	674,101	-	-	-
Interfund Transfers	(339,630)	(321,846)	(350,000)	(350,000)
Grant Expenditures	-	609,051	310,500	15,000
MERF Allocation	415,000	725,000	725,000	725,000
Division Total	**7,389,544**	**8,706,261**	**9,618,206**	**9,982,896**

EMERGENCY MEDICAL SERVICES SUMMARY BY DIVISION

Division	FY 2024 Adopted Budget		FY 2025 Adopted Budget		$ Change Expenditure	% Change Expenditure
	Expenditure	Revenue	Expenditure	Revenue		
Special Revenue Fund						
Ambulance	9,618,206	9,618,206	9,982,896	9,139,151	364,690	3.79%
Total	**9,618,206**	**9,618,206**	**9,982,896**	**9,139,151**	**364,690**	**3.79%**

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EMERGENCY MEDICAL SERVICES PERSONNEL

	FY 2023 Budget	FY 2024 Budget	FY 2025 Adopted Budget
FT	**Number**	**Number**	**Number**
Deputy Fire Chief	-	-	1
Fire Division Chief	1	1	-
Business Office Manager II	1	1	1
Public Information Officer	1	-	-
Firefighter 1st Class	-	5	2
Firefighter 2nd Class	-	-	1
Firefighter Senior	8	13	17
Firefighter Paramedic-Sr	27	21	20
Fire Driver/Paramedic	1	2	2
Fire Captain/Paramedic	-	3	3
Probationary Firefighter (1) (2)	-	1	7
Total	**39**	**47**	**54**

(1) Mid-year hire

(2) 6 additions in last quarter of fiscal year

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WILDLAND FIRE

Wildland Fire Fund

MISSION STATEMENT

The Idaho Falls Fire Department is committed to providing professional life-saving services, ensuring the safety and security of our community.

FUND DESCRIPTION

The department's wildland fund is established through the Idaho Cooperative Mobilization Agreement. This agreement funds the department through agreed-upon fees for service of equipment and/or personnel while deployed for wildfire events through the Idaho Department of Lands.

CORE SERVICES

- Provide for wildland/urban interface coverage for the City of Idaho Falls.
- Maintain deployable fee-based services for the Department of Lands and Forest Service during the wildfire season in the Western United States.

ACCOMPLISHMENTS FOR FY 2023/2024

- Finalized the build of a new Type 6 wildland apparatus.
- Applied for a FEMA grant for a new Type 4 wildland apparatus.
- Established the funding to offset costs for the construction of a fire station and storage facility; limiting the financial impact to the general fund.
- Placed two wildland ambulances into service.

OBJECTIVES FOR FY 2024/2025

- Apply for a FEMA grant to fund a new Type 4 wildland apparatus.
- Certify and maintain approximately 50 department employees at the Type II wildland certification or higher.

FUTURE OPPORTUNITIES/ISSUES

Continue to work with our State, Regional, and Federal partners in wildland fire responses and mitigation to enhance community outreach and enhance local knowledge, skills, and abilities.

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WILDLAND FIRE SUMMARY BY CATEGORY

WILDLAND DEPLOYMENT	FY 2022 Actual	FY 2023 Actual	FY 2024 Adopted Budget	FY 2025 Adopted Budget
REVENUE				
Intergovernmental Revenue	1,462,905	878,343	2,175,000	2,250,000
Investment Income	(17,769)	23,196	-	25,000
Non Revenue Transfer	-	-	-	(900,000)
Division Total	**1,445,136**	**901,539**	**2,175,000**	**1,375,000**
EXPENSES				
Current Operating Expense	1,266,279	779,458	1,085,882	2,067,569
Capital Outlay	20,000	83,549	750,000	750,000
Division Total	**1,286,279**	**863,006**	**1,835,882**	**2,817,569**

WILDLAND FIRE SUMMARY BY DIVISION

	FY 2024 Adopted Budget		FY 2025 Adopted Budget			
Division	Expenditure	Revenue	Expenditure	Revenue	$ Change Expenditure	% Change Expenditure
Special Revenue Fund						
Wildland Deployment	1,835,882	2,175,000	2,817,569	1,375,000	981,687	53.47%
Total	**1,835,882**	**2,175,000**	**2,817,569**	**1,375,000**	**981,687**	**53.47%**

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FIRE IMPACT FEE FUNDS

Impact Fee Funds

FIRE IMPACT FEES SUMMARY BY CATEGORY

	FY 2022 Actual	FY 2023 Actual	FY 2024 Adopted Budget	FY 2025 Adopted Budget
REVENUE				
Licenses And Permits	12,938	126,253	200,000	470,000
Investment Income	(15)	1,844	-	-
Non Revenue Transfer	-	-	-	(682,692)
Division Total	**12,923**	**128,097**	**200,000**	**(212,692)**
EXPENSES				
Capital Outlay	-	-	200,000	-
Division Total	**-**	**-**	**200,000**	**-**

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PARKS

General Fund — Parks

MISSION STATEMENT

The mission of the Idaho Falls Parks and Recreation Department is to enrich the community.

The vision of the Idaho Falls Parks and Recreation Department is to be leaders in providing healthy, fun experiences.

FUND DESCRIPTION

The Parks Division and Idaho Falls Zoo are part of the general fund. This means that all expenses are paid out of the general fund and all of our revenues contribute back into that fund.

CORE SERVICES

The Parks Division is responsible for a myriad of city services. The Division's operational activities are separated into Parks Maintenance, Horticulture/Urban Forestry, Weed/Environmental Control, Irrigation Management, and Cemeteries.

The Idaho Falls Zoo is the "best little zoo in the west" featuring the largest collection of exotic animals in Idaho. It was the first zoo in Idaho to be Accredited by the Association of Zoos and Aquariums (AZA), just celebrating our 25th year of being accredited. With more than 320 individual animals representing 120 species from around the globe, the zoo is proud of its mission of supporting local and global conservation.

ACCOMPLISHMENTS FOR FY 2023/2024

- Built an ADA restroom at the All-Access Playground
- Continued installing auto locks and cameras on our public restrooms.
- Continued work on Adventure Island in the zoo
- Replaced outdated lighting fixtures throughout Tautphaus Park with energy efficient LED fixtures.
- Rebuilt the tennis courts in Tautphaus Park
- Started building a restroom at Heritage Park
- Purchased and installed temporary pickleball surfacing for the Tautphaus Park multi-purpose shelter.
- With funding from the Transportation Alternative Program (TAP Grant), the Meppen Canal Trail was constructed from the Idaho Canal to 25th East.
- Constructed a multi-use path in Tautphaus Park, along Boulevard and along the baseball fields on Rollendet.
- Opened but continue restoring Funland at the Zoo

ACTIVITY DESCRIPTION

- Plan and develop parks and facilities that are environmentally sensitive, provide diverse leisure-time opportunities and support the community's vision and desires.
- Provide the quality of life for residents, businesses, and visitors that make people choose Idaho Falls as their home and/or place of business.
- Maintain City's landscaped areas including parks, rights of way, retention ponds, Riverwalk, city entrance ways, and public plazas.
- Operate the "best little zoo in the west" in a professional manner. Abide by all AZA accreditation standards.
- Run zoo programs, classes, and camps to educate the community on conservation issues and zoo needs.

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- Maintain appropriate records including, but not limited to, daily animal behavior, feed schedules, dietary needs, health problems, and treatment schedules.

OBJECTIVES FOR FY 2024/2025

- Conduct a feasibility study, cost estimate, location analysis and needs assessment for a City Community Center.
- Construct a multi-use pathway around the perimeter of Tautphaus Park.
- Install pathway lighting along the Riverwalk through Heritage Park.
- Complete the construction of a restroom in Heritage Park
- Realign and widen North Park Road, into Tautphaus Park.
- Open Adventure Island to the public, offering our first year-round facility at the Idaho Falls Zoo.
- Finish construction of a restroom at Sage Lakes Golf Course.

PARKS SUMMARY BY CATEGORY

PARKS TOTAL	FY 2022 Actual	FY 2023 Actual	FY 2024 Adopted Budget	FY 2025 Adopted Budget
REVENUE				
Licenses And Permits	325	75	300	300
Intergovernmental Revenue	156,676	422,383	314,000	275,000
Charges For Services	1,414,798	1,490,599	2,104,848	2,312,759
Investment Income	(9,441)	11,738	10,000	10,000
Rentals & Leases	55,644	73,060	-	-
Contributions & Donations	179,555	323,173	2,561,500	1,811,500
Miscellaneous	9,079	7,147	2,000	5,000
Non Revenue Transfer	-	275,000	-	-
MERF Cash	-	-	559,649	615,545
Total	**1,806,637**	**2,603,176**	**5,552,297**	**5,030,104**
EXPENSES				
Salaries And Wages	3,720,367	4,258,174	4,875,517	4,921,532
Benefits	1,560,921	1,744,722	2,088,194	2,368,749
Current Operating Expense	3,608,289	3,628,094	4,678,452	4,792,692
Capital Outlay	408,898	351,100	250,000	130,500
MERF Expenditures	88,202	163,600	559,649	615,545
Interfund Transfers	(53,806)	(129,940)	100,000	(50,000)
Grant Expenditures	80,855	413,553	2,919,000	1,875,000
MERF Allocation	308,400	1,008,400	561,651	645,397
Total	**9,722,128**	**11,437,703**	**16,032,463**	**15,299,415**

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PARKS SUMMARY BY DIVISION

Division	FY 2024 Adopted Budget Expenditure	FY 2024 Adopted Budget Revenue	FY 2025 Adopted Budget Expenditure	FY 2025 Adopted Budget Revenue	$ Change Expenditure	% Change Expenditure
General Fund						
Parks Administration	3,383,618	2,418,000	2,395,995	1,488,000	(987,623)	-29.19%
Parks Sandy Downs	262,632	-	265,915	-	3,283	1.25%
Parks Maintenance	6,038,383	646,153	5,808,135	670,687	(230,248)	-3.81%
Parks Zoo	3,164,986	1,644,348	3,393,192	1,761,759	228,206	7.21%
Parks Weed & Snow Removal	619,585	32,943	585,518	33,000	(34,067)	-5.50%
Parks Noise Park	35,721	-	34,511	-	(1,210)	-3.39%
Parks Horticulture and Forestry	920,378	39,000	965,078	39,000	44,700	4.86%
Parks Activity Center	226,711	-	240,415	-	13,704	6.04%
Parks Warbonnet	469,954	527,000	466,998	596,000	(2,956)	-0.63%
Cemeteries	910,495	244,853	1,143,657	441,658	233,162	25.61%
Total	**16,032,463**	**5,552,297**	**15,299,415**	**5,030,104**	**(733,048)**	**-4.57%**
CIP						
Parks CIP	50,200	67,500	-	-	(50,200)	-100.00%
Zoo CIP	2,000,000	2,130,000	300,000	300,000	(1,700,000)	-85.00%
Total	**2,050,200**	**2,197,500**	**300,000**	**300,000**	**(1,750,200)**	**-85.37%**
Parks Impact Fees						
Parks & Recreation Impact Fees	450,353	450,353	1,340,000	1,111,790	889,647	197.54%
Total	**450,353**	**450,353**	**1,340,000**	**1,111,790**	**889,647**	**197.54%**

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PARKS PERSONNEL

	FY 2023 Budget	FY 2024 Budget	FY 2025 Adopted Budget
FT	**Number**	**Number**	**Number**
Admin Asst - Parks & Rec	1	1	-
Animal Care Supervisor	1	1	1
Business Office Manager II	-	1	1
Cemetery Sexton	1	1	1
Custodian	1	1	1
Custodian/Facility Coordinator	1	1	1
Executive Assistant	-	1	1
Horticulture/Forestry Tech	1	1	1
Horticulturist	1	1	1
Horticulturst/Forestry Laborer	3	2	2
Irrigation Specialist	1	1	1
Lead Maint Operator - Cemetery	3	3	3
Lead Maint Operator - Parks	1	1	1
Marketing & Volunteer Coord	-	1	1
Office Asst II - Parks & Rec	1	-	-
Parks & Cemetery Asst Supt	-	1	1
Parks & Recreation Director	1	1	1
Parks Foreman	1	1	1
Parks Maintenance Operator I	8	11	11
Parks Maintenance Operator II	7	6	6
Parks Maintenance Operator III	4	4	4
Parks Manager	4	4	4
Parks/Cemetery Superintendent	1	1	1
Parks/Landscape Superintendent	1	-	-
Recreation Superintendent	1	1	1
Special Events/Volunteer Coord	1	-	-
Urban Forester	-	1	1
Zoo Curator of Education	-	1	1
Zoo Educator	3	1	1
Zoo Facilities Maint. Spec.	2	2	2
Zoo Facilities Service Manager	1	1	1
Zoo Facility Maint. Asst	-	1	1
Zoo General Curator	1	1	1
Zoo Guest Services Manager	-	1	1
Zoo Guest Services Supervisor	1	-	-
Zoo Keeper	6	6	6
Zoo Keeper Assistant	2	2	2
Zoo Mgr Of Public Engagement	1	-	-
Zoo Registrar/Receptionist	1	1	1
Zoo Superintendent	1	1	1
Zoo Veterinary Tech/Zookeeper	1	1	1
Total	**65**	**67**	**66**

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RECREATION

Recreation Fund

MISSION STATEMENT

The mission of the Idaho Falls Parks and Recreation Department is to enrich the community.

The vision of the Idaho Falls Parks and Recreation Department is to be leaders in providing healthy, fun experiences.

FUND DESCRIPTION

The Recreation fund is made up of revenues generated from admissions to the Rec Center, Ice Arena, and the Aquatic Center, rentals of the park shelters, program registrations, user group rentals, and from a recreation levy. The recreation levy allocation was $1,078,573 in 2024 and is expected to be around $1,158,373 in 2025.

CORE SERVICES

- Providing high quality, family friendly recreational experiences by organizing, promoting, and delivering programs, activities, and services to our community.
- Promote healthy lifestyles by delivering year-round recreation and volunteer programs in Idaho Falls' parks, aquatic center, activity center, ice arena, and recreation facility.
- Provide opportunities for residents and visitors to enjoy Idaho Falls' parks and facilities.
- Deliver recreation opportunities in a cost-efficient manner.
- Provide recreation opportunities that are safe, secure, and enjoyable.
- Engage residents to actively participate and volunteer in the community.
- Foster private-public partnerships and innovative funding sources to establish a balance in the financing of recreation services and in the development of capital improvement projects through state and federal grants, user fees, volunteer support, and private contributions.

ACCOMPLISHMENTS FOR FY 2023/2024

The hardwood gym floor at the Idaho Falls Rec Center was in terrible shape and needed to be replaced in 2024. The overall space felt unsafe and dilapidated, so our recreation staff started looking for sponsors to help fund the project. Thanks to the sponsorships of the Mountain View Hospital, Teton Toyota, Idaho Falls Fiber, and Rockwell Homes, the hardwood floor was replaced, the walls were all professionally painted, the old lighting was replaced with energy efficient LED lighting, and acoustic panels were installed around the gymnasium.

ACTIVITY DESCRIPTION

The Recreation Division is responsible for facilitating hundreds of programs that serve thousands of youths and adult participants year round at three (3) indoor recreation facilities, including the Wes Deist Aquatic Center, Joe Marmo/ Wayne Lehto Ice Arena and Idaho Falls Recreation Center as well as throughout the City's entire park system.

OBJECTIVES FOR FY 2024/2025

We hope to continue our sponsorship program, generating additional revenue for the division, helping to bring the Recreation Fund into the black.

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RECREATION SUMMARY BY CATEGORY

		FY 2022 Actual	FY 2023 Actual	FY 2024 Adopted Budget	FY 2025 Adopted Budget
REVENUE					
Taxes And Franchises		783,999	876,746	1,078,573	1,187,466
Intergovernmental Revenue		-	-	200,000	-
Charges For Services		1,131,132	1,414,296	1,535,322	1,695,585
Investment Income		(20,348)	4,777	-	(15,000)
Rentals & Leases		44,921	46,808	50,000	53,560
Contributions & Donations		15,205	16,775	8,000	2,000
Miscellaneous		65,399	59,048	5,000	53,000
Non Revenue Transfer		76,000	6,000	180,000	260,000
MERF Cash		-	-	60,000	48,000
	Total	**2,096,309**	**2,424,450**	**3,116,895**	**3,284,611**
EXPENSES					
Salaries And Wages		768,357	1,045,841	1,220,600	1,155,228
Benefits		267,960	351,505	395,543	426,520
Current Operating Expense		898,559	959,861	1,315,610	1,373,274
Capital Outlay		1,197,456	-	300,000	260,000
MERF Expenditures		-	-	60,000	48,000
Debt Service		-	30	-	-
Interfund Transfers		(187)	-	-	-
MERF Allocation		6,000	6,000	14,179	19,370
	Total	**3,138,146**	**2,363,237**	**3,305,932**	**3,282,392**

RECREATION SUMMARY BY DIVISION

	FY 2024 Adopted Budget		FY 2025 Adopted Budget			
Division	**Expenditure**	**Revenue**	**Expenditure**	**Revenue**	**$ Change Expenditure**	**% Change Expenditure**
Special Revenue Fund						
Recreation Administration	850,489	1,466,573	560,617	1,227,466	(289,872)	-34.08%
Recreation Playgrounds/Playfields	726,627	714,030	714,615	733,654	(12,012)	-1.65%
Recreation Indoor Aquatic Center	1,382,959	633,207	1,584,055	912,750	201,096	14.54%
Recreation Skating Rink	345,857	303,085	423,104	410,741	77,247	22.34%
Total	**3,305,932**	**3,116,895**	**3,282,392**	**3,284,611**	**(23,540)**	**-0.71%**

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RECREATION PERSONNEL

	FY 2023 Budget	FY 2024 Budget	FY 2025 Adopted Budget
FT	**Number**	**Number**	**Number**
Admin Asst - Parks & Rec	-	-	1
Aquatic Specialist	2	2	2
Aquatics Manager	1	1	1
Aquatics Supervisor	1	1	1
Office Asst II - Parks & Rec	1	-	-
Parks Maintenance Operator II	-	1	1
Rec Ctr Attdnt/Basketball Inst	1	-	-
Recreation Specialist	1	-	-
Recreation Supervisor	1	1	1
Supv Cust/Ops Spec-Recreation	1	1	1
Recreation Center Coordinator	-	-	1
Youth Program Specialist	-	1	1
Total	**10**	**8**	**10**

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GOLF

GOLF Fund

MISSION STATEMENT

To provide an outstanding golf course experience to our guests by providing excellent course conditions, quality golf programs and lesson opportunities, and superb food options for the guests who visit our facilities.

FUND DESCRIPTION

The golf courses operate under an enterprise system for the City of Idaho Falls. This system of government authorizes all budgeted expenses to be paid by revenues generated by the golf division, and any access revenues are allowed to be retained by the golf division.

CORE SERVICES

More important than all our systems, records, etc, is how customers view us. Our entire staff is trained to ensure that their daily interactions with our guests is nothing short of excellent. In the golf business the ultimate key is to make the customer enjoy their total experience and for them to connect with the beauty and condition of our courses. We work hard to ensure that all staff members (especially new recruits) understand this philosophy each year by using new and existing training programs.

ACCOMPLISHMENTS FOR FY 2023/2024

Sage Lakes installed a new Golf Simulator for winter golfing and a new range machine for dispensing golf balls on the range. Pinecrest purchased 42 new Club Car Golf Carts with Visage Fleet Management software, a multi-use trailer for golf carts and maintenance equipment, 18 metal Tee marker signs, a new sand trommel tool, and finished installing 8' fencing on the north side of the property. Sand Creek purchased a new range ball picker, installed a new fountain for their pond on hole 16, new fencing around the pump station, a new greens groomer, and a new Lilly for maintenance operations.

ACTIVITY DESCRIPTION

The City of Idaho Falls is to be commended for their continued support of the tradition of offering this community a most affordable opportunity to play the game of golf. Our green fees and especially our Season Pass rates are second to none in the entire United States especially for the outstanding quality of our courses. It is important to note that our pricing structure is not geared to make "a profit". The focus has always been to provide a public recreational opportunity that is affordable to our residents and visitors while doing our best to keep it self-sufficient. The professionalism of the entire staff from our certified GCSAA Superintendents to our PGA Professionals is unmatched, and more importantly, is appreciated by all our guests. The game of golf is much more than a game; it is a lifestyle that many not only commit their hard-earned dollars to, but a recreation that provides all ages, from 3 to over a 100, the opportunity to play a sport by themself, with their friends, or with strangers. Thank you to our city leaders, past and present, for supporting this activity that many of our citizens focus their entire recreation time around. We continue to make great strides and look forward to always remembering that the purpose of our courses is for the enjoyment of our guests who recreate here.

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OBJECTIVES FOR FY 2024/2025

To continue to provide an outstanding golfing experience for our guests that frequent our facilities. In addition to continuing to be mindful of our obligation to our guests to provide this experience in the most efficient and affordable manner.

FUTURE OPPORTUNITIES/ISSUES

To remind our guests of the opportunity to play golf year-round using our indoor golf simulators and to inform them that their golf purchases from us benefit the Idaho Falls golf program as profits directly benefit the golf program bottom line.

GOLF SUMMARY BY CATEGORY

GOLF Total	FY 2022 Actual	FY 2023 Actual	FY 2024 Adopted Budget	FY 2025 Adopted Budget
REVENUE				
Charges For Services	3,386,943	3,467,150	3,775,034	3,775,724
Investment Income	(8,484)	(3,759)	-	-
Miscellaneous	44,856	48,704	20,000	20,000
Non Revenue Transfer	220,000	240,020	-	214,000
MERF Cash	-	-	304,788	497,435
Total	**3,643,314**	**3,752,115**	**4,099,822**	**4,507,159**
EXPENSES				
Salaries And Wages	1,117,607	1,210,091	1,227,392	1,273,023
Benefits	375,658	397,043	444,756	523,342
Current Operating Expense	1,567,988	1,637,673	1,365,297	1,597,402
Capital Outlay	92,445	118,213	175,810	202,000
MERF Expenditures	-	3,295	304,788	497,435
Interfund Transfers	(3,269)	(3,152)	-	-
MERF Allocation	220,000	240,020	345,267	409,712
Total	**3,370,429**	**3,603,183**	**3,863,310**	**4,502,915**

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GOLF SUMMARY BY DIVISION

Division	FY 2024 Adopted Budget Expenditure	FY 2024 Adopted Budget Revenue	FY 2025 Adopted Budget Expenditure	FY 2025 Adopted Budget Revenue	$ Change Expenditure	% Change Expenditure
Special Revenue Fund						
Pinecrest Pro	654,667	2,234,466	735,569	2,147,609	80,902	12.36%
Pinecrest Maintenance	726,309	110,438	817,770	185,266	91,461	12.59%
Sand Creek Pro	534,402	812,069	564,369	864,697	29,967	5.61%
Sand Creek Maintenance	779,155	51,300	720,671	112,000	(58,484)	-7.51%
Sage Lakes Pro	499,636	748,499	542,365	783,418	42,729	8.55%
Sage Lakes Maintenance	669,141	143,050	1,122,172	414,169	453,031	67.70%
Total	**3,863,310**	**4,099,822**	**4,502,915**	**4,507,159**	**639,605**	**16.56%**

GOLF PERSONNEL

FT	FY 2023 Budget Number	FY 2024 Budget Number	FY 2025 Adopted Budget Number
Assistant Golf Pro	3	3	3
Director of Agronomy	-	1	1
Golf Assistant Superintendent	3	3	3
Golf Course Superintendent	3	2	2
Manager of Golf Operations	1	1	1
Operation Manager	2	2	2
Total	**12**	**12**	**12**

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ZOO CIP

CIP — Zoo Fund

ZOO CIP SUMMARY BY CATEGORY

	FY 2022 Actual	FY 2023 Actual	FY 2024 Adopted Budget	FY 2025 Adopted Budget
REVENUES				
Charges For Services	88,821	106,284	90,000	100,000
Investment Income	(10,688)	19,108	-	-
Contributions & Donations	178,522	260,665	2,040,000	200,000
Division Total	**256,656**	**386,057**	**2,130,000**	**300,000**
EXPENSES				
Capital Outlay	223,310	139,076	2,000,000	300,000
Division Total	**223,310**	**139,076**	**2,000,000**	**300,000**

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GOLF CIP

Capital Improvement Fund — Golf Fund

GOLF CIP SUMMARY BY CATEGORY

	FY 2022 Actual	FY 2023 Actual	FY 2024 Adopted Budget	FY 2025 Adopted Budget
REVENUE				
Charges For Services	329,176	351,597	315,000	324,809
Investment Income	(4,474)	7,843	-	-
Non Revenue Transfer	217,568	(275,000)	-	(275,000)
Division Total	**542,270**	**84,441**	**315,000**	**49,809**
EXPENSES				
Capital Outlay	992,067	108,185	315,000	-
Division Total	**992,067**	**108,185**	**315,000**	**-**

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PARKS AND RECREATION IMPACT FEE FUNDS

Impact Fee Funds—Parks

PARKS IMPACT FEES SUMMARY BY CATEGORY

	FY 2022 Actual	FY 2023 Actual	FY 2024 Adopted Budget	FY 2025 Adopted Budget
REVENUES				
Licenses And Permits	32,943	282,447	450,353	1,100,000
Investment Income	(107)	4,267	-	-
Non Revenue Transfer	-	-	-	11,790
Division Total	**32,836**	**286,714**	**450,353**	**1,111,790**
EXPENSES				
Current Operating Expense	-	-	-	90,000
Capital Outlay	-	57,064	450,353	1,250,000
Division Total	**-**	**57,064**	**450,353**	**1,340,000**

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LIBRARY

Library Fund

MISSION STATEMENT

The Idaho Falls Public Library provides materials of popular interest to the community, emphasizes and encourages reading by children, supplements the learning and educational needs of the community, and furnishes timely, accurate information.

FUND DESCRIPTION

The Library Fund accounts for the operation of the Idaho Falls Public Library. Financing is provided principally through property taxes, which are restricted for library operations.

CORE SERVICES

- Provide Kinder prep (literacy preparation) classes.
- Foster a love of reading by providing preschool story times to children.
- Provide timely accurate information to City residents through programs, books, magazines, and Internet access.
- Create and implement programs for adults, teens, and children that encourage reading and promote literacy in our city.
- Community gathering place for residents of all ages and socioeconomic status.
- Provide training and tools for learning new technology and a testing ground for residents to learn and try new tech prior to purchasing their own.
- Coding for Kids classes.
- Checking books & materials in and checking books and materials out.

ACCOMPLISHMENTS FOR FY 2023/2024

The current fiscal year was the first time in over 20 years that the library has operated using City funds, grants, and membership fees The Library started operating the year with the fewest employees in over twenty years.

As the year progressed, the need for more part-time staff increased and additional staff were hired to help during the Summer Reading program.

Summer Reading and Extreme Book Nerd programs remain very popular.

One room in the library was remodeled into a recording booth for use by library staff and the public.

The Maker Space was reopened featuring four 3-D printers, a Glow forge Laser engraver and other technology for use by the public.

OBJECTIVES FOR FY 2024/2025

Our first objective will be to continue to provide quality library service to City residents.

Finding a balance between staffing and usage. This objective will become easier as we gain more usage data as a City library.

Other objectives include continuing Coding For Kids, computer classes for adults, Maker programs for all ages.

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The library staff will continue partnering with schools to give every child in the school an opportunity to have a library card.

FUTURE OPPORTUNITIES/ISSUES

The library is actively seeking opportunities to partner with other City departments, as well as community groups, to promote a literate community

and to help city residents enjoy all that the City has to offer.

As with all City departments, funding level remains an important issue for the future of the library.

Current budget increases include wages and salaries calculated using numbers from the finance department and inflationary increases in service contracts and materials.

LIBRARY SUMMARY BY CATEGORY

	FY 2022 Actual	FY 2023 Actual	FY 2024 Adopted Budget	FY 2025 Adopted Budget
REVENUES				
Taxes And Franchises	2,367,586	2,627,444	2,864,145	2,978,711
Intergovernmental Revenue	1,166,247	89,219	65,000	77,000
Fines & Forfeitures	10,314	8,169	10,000	10,000
Investment Income	(118,702)	132,487	100,000	120,000
Rentals & Leases	7,142	9,486	9,000	9,000
Contributions & Donations	95,447	31,238	130,500	31,600
Miscellaneous	1,831	25,351	-	-
Non Revenue Transfer	1,800	1,800	-	1,800
Division Total	**3,531,665**	**2,925,193**	**3,178,645**	**3,228,111**
EXPENSES				
Salaries And Wages	1,273,550	1,285,815	1,659,881	1,739,629
Benefits	475,095	463,572	803,351	794,807
Current Operating Expense	1,322,303	907,734	1,220,302	1,611,492
Capital Outlay	283,080	111,908	330,000	790,000
Grant Expenditures	-	-	100,000	-
MERF Allocation	1,800	1,800	2,250	4,221
Division Total	**3,355,827**	**2,770,830**	**4,115,784**	**4,940,149**

LIBRARY SUMMARY BY DIVISION

	FY 2024 Adopted Budget		FY 2025 Adopted Budget			
Division	Expenditure	Revenue	Expenditure	Revenue	$ Change Expenditure	% Change Expenditure
Special Revenue Fund						
Library	4,115,784	3,178,645	4,940,149	3,228,111	824,365	20.03%
Total	**4,115,784**	**3,178,645**	**4,940,149**	**3,228,111**	**824,365**	**20.03%**

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LIBRARY PERSONNEL

	FY 2023 Budget	FY 2024 Budget	FY 2025 Adopted Budget
FT	**Number**	**Number**	**Number**
Admin Asst - Library	1	-	-
Assistant Library Director	2	2	2
Business Office Manager II	-	1	1
Custodian-Library	-	1	1
IT Analyst/Supervisor	1	1	1
Lead Librarian	3	1	1
Librarian-Children's	-	-	1
Librarian-Social Media	-	1	1
Librarian-Technical Services	-	1	1
Library Cataloger	2	1	1
Library Clerk	4	1	1
Library Director	1	1	1
Library Program Specialist	4	3	1
Library Supervisor	1	1	1
Library Technician	6	10	11
Supv Cust/Ops Spec-Library	1	1	1
Total	**26**	**26**	**26**

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AIRPORT

Enterprise — Airport Fund

MISSION STATEMENT

Idaho Falls Regional Airport endeavors to be a financially self-sufficient enterprise that provides unmatched service, safety, and convenience as a global transportation gateway to the Rocky Mountain West.

FUND DESCRIPTION

The Airport fund is a City of Idaho Falls' proprietary fund created to collect revenue and disburse expenditures incurred at the Idaho Falls Regional Airport.

CORE SERVICES

- Provide a safe and secure operating environment for passengers, commercial airlines, corporate flight operations, and recreational flying.
- Promote increased economic activity for the community through enhanced air service options.
- Manage projects outlined in the Airport's capital improvement plan to achieve the Airport's mission.
- Develop Airport facilities, space, and property to foster growth towards achieving airport goals.
- Maintain compliance with Federal Aviation Administration and Transportation Security Administration regulations.

ACCOMPLISHMENTS FOR FY 2023/2024

- Additional seasonal flights to Seattle, Denver, and Dallas occurred continuing the passenger growth trend.
- The Airport received a United States Department of Transportation Small Community Air Service Development Grant incentivizing air service to Southern California.
- Received $1,000,000 as a Idaho Airport Aid Program grant as part of the Idaho First funding initiative made by the State of Idaho.

OBJECTIVES FOR FY 2024/2025

- Continue working on the Airport Terminal Building Expansion to address growth.
- Identify and implement passenger experience enhancements.
- Investigate, define, develop, and implement increased security requirements required by continued airport growth.
- Complete the on-going Airport Master Plan.

FUTURE OPPORTUNITIES/ISSUES

- Growth in Idaho Falls and East Idaho will drive opportunities for expanded air service.
- This same growth is driving higher demand in airfield space for private aircraft hangars.
- Large projects are upcoming and pose conflicting funding issues. These projects include the Airport Terminal Building, relocation of the Air Traffic Control Tower, and rehabilitation of the primary runway.
- With the increasing number of passenger enplanements comes increasing security requirements. Airport staff continue to investigate any new requirements and plan accordingly to meet them.

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AIRPORT SUMMARY BY CATEGORY

		FY 2022 Actual	FY 2023 Actual	FY 2024 Adopted Budget	FY 2025 Adopted Budget
REVENUES					
Intergovernmental Revenue		5,759,944	7,615,383	23,116,311	30,575,877
Charges For Services		3,898,498	4,364,547	4,285,702	5,379,333
Fines & Forfeitures		4,190	9,718	3,560	10,000
Investment Income		(41,572)	97,924	-	-
Rentals & Leases		334,009	457,881	358,253	390,000
Miscellaneous		195,856	(50,921)	1,000	1,000
Non Revenue Transfer		492,374	(422,974)	1,299,645	1,828,333
	Total	**10,643,298**	**12,071,558**	**29,064,471**	**38,184,543**
EXPENSES					
Salaries And Wages		1,302,883	2,005,736	2,069,083	2,055,349
Benefits		426,108	627,883	863,037	1,037,708
Current Operating Expense		2,545,755	3,281,446	3,564,096	3,795,163
Capital Outlay		348,963	842,218	18,936,713	21,275,346
MERF Expenditures		34,918	-	-	-
Debt Service		-	112,667	150,000	555,000
Interfund Transfers		-	(16,075)	-	-
MERF Allocation		37,800	32,700	102,000	120,000
Grant Expenditures		-	1,546	-	-
	Total	**4,696,427**	**6,888,120**	**25,684,929**	**28,838,566**

AIRPORT SUMMARY BY DIVISION

	FY 2024 Adopted Budget		FY 2025 Adopted Budget			
Division	**Expenditure**	**Revenue**	**Expenditure**	**Revenue**	**$ Change Expenditure**	**% Change Expenditure**
Enterprise Fund						
Airport Passenger Facility Charge	-	-	-	(575,333)	-	
Airport Customer Facility Charge	-	488,808	-	456,000	-	
Airport Administration	2,450,098	29,064,471	3,417,798	38,184,543	967,700	39.50%
Airport Custodial	840,704	-	917,513	-	76,809	9.14%
Airport Grounds Maintenance	1,273,904	-	1,429,809	-	155,905	12.24%
Airport Security	777,769	-	726,548	-	(51,221)	-6.59%
Airport Improvements	18,597,213	-	21,075,346	-	2,478,133	13.33%
Airport Fire Protection	803,925	-	852,290	-	48,365	6.02%
Airport Landside	260,057	-	262,551	-	2,494	0.96%
Airport Building Maintenance	681,259	-	156,711	-	(524,548)	-77.00%
Total	**25,684,929**	**29,553,279**	**28,838,566**	**38,065,210**	**3,153,637**	**12.28%**

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AIRPORT PERSONNEL

	FY 2023 Budget	FY 2024 Budget	FY 2025 Adopted Budget
FT	**Number**	**Number**	**Number**
Airfield Main & Operations Spec	4	4	4
Airfield Operations Lead	2	2	2
Airfield Supervisor	-	1	1
Airport Bldg Main Specialist	2	2	2
Airport Bldg Maint. Supervisor	1	1	1
Airport Credentialing Speclst	-	1	1
Airport Fac & Operations Mgr	1	1	1
Airport IT Specialist	-	1	1
Airport Landside Main/Ops Spec	2	2	2
Airport Parking Supervisor	1	1	1
Airport Safety & Security Mgr	1	1	1
Asst. Airport Director	2	2	2
Business Development Manager	1	1	1
Custodial Supervisor	1	1	1
Custodian-Operation Specialist	6	6	6
Director Of Aviation	1	1	1
Admin Asst-Airport	1	-	-
Executive Assistant	-	1	1
Grounds Operations Supervisor	1	-	-
Total	**27**	**29**	**29**

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AIRPORT PASSENGER FACILITY CHARGE (PFC)

Passenger Facility Charge Fund

FUND DESCRIPTION

The passenger facility charge (PFC) fund exists to monitor and expend funds that the Federal Aviation Administration has approved. Funds must be segregated and the use of those funds reported regularly to the Federal Aviation Administration.

CORE SERVICES

- Fees collected are utilized to support enhancing airport facilities related to safety, security, capacity, reduce noise, or increase air carrier competition.

ACCOMPLISHMENTS FOR FY 2023/2024

- Obtained Federal Aviation Administration approval to continue collecting the Passenger Facility Charge.

OBJECTIVES FOR FY 2024/2025

- Support the expansion of the Idaho Falls Regional Airport Terminal project.
- Acquire new multi-purpose snow removal equipment.

FUTURE OPPORTUNITIES/ISSUES

The Fees are directly related to enplanements through the airport. Any variance in the amount of passengers will affect the amount of collections. Higher enplanements will require a new application sooner to be able to continue to collect from airlines.

AIRPORT PFC SUMMARY BY CATEGORY

	FY 2022 Actual	FY 2023 Actual	FY 2024 Adopted Budget	FY 2025 Adopted Budget
REVENUE				
Charges For Services	1,353,346	1,039,561	1,197,645	1,233,000
Investment Income	(26,706)	49,378	-	20,000
Non Revenue Transfer	-	(562,092)	(1,197,645)	(1,828,333)
Division Total	**1,326,640**	**526,848**	**-**	**(575,333)**

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AIRPORT CUSTOMER FACILITY CHARGE (CFC)

Customer Facility Charge Fund

FUND DESCRIPTION

The Customer Facility Charge fund was created to hold and track incoming Customer Facility Charge (CFC) payments from car rental providers to fund capital and operating costs of future airport transportation needs.

CORE SERVICES

- Customer Facility Charge fees and held in funds prior to being transferred to the Airport fund to reimburse project expenditures.

ACCOMPLISHMENTS FOR FY 2023/2024

- Fees continued to be collected for overall airport operations and maintenance.

OBJECTIVES FOR FY 2024/2025

- Continue collecting fees for future use.

FUTURE OPPORTUNITIES/ISSUES

- The fees are related to enplanements through the airport. Variance in these enplanements will affect the amount of collections.

AIRPORT CFC SUMMARY BY CATEGORY

	FY 2022 Actual	FY 2023 Actual	FY 2024 Adopted Budget	FY 2025 Adopted Budget
REVENUES				
Charges For Services	-	277,723	488,808	451,000
Investment Income	-	3,044	-	5,000
Division Total	**-**	**280,766**	**488,808**	**456,000**

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PUBLIC WORKS

General Fund - Public Works Administration

MISSION STATEMENT

The mission of the Public Works Department is to ensure public health and safety, improve and maintain public infrastructure while providing Idaho Falls residents, businesses, and visitors with high quality customer service.

FUND DESCRIPTION

The Public Works Administration budget supports the overall management of the Department by providing funding for four administrative staff members and all other related expenses.

CORE SERVICES

Public Works Administration supports all the Divisions of the Department including Engineering, Geographical Information Systems (GIS), Greater Idaho Falls TRansit (GIFT), Sanitation, Stress, Wastewater and Water.

ACCOMPLISHMENTS FOR FY 2023/2024

(See individual Divisional Accomplishments)

OBJECTIVES FOR FY 2024/2025

- Ensure the financial sustainability of the GIFT micro-transit program.
- Develop smart landscaping and attractive streetscapes that reduce maintenance costs and conserve water.
- Continue to plan and provide for safe and efficient transportation infrastructure.
- Work with the BMPO to support and advance the High-Capacity Roadway Study.
- Water conservation and water metering messaging.
- Evaluate new opportunities for recycling.

PUBLIC WORKS GIS

General Fund - Public Works GIS (Geographic Information System)

MISSION STATEMENT

Collect, maintain, and distribute mapping and geographic information beneficial to the employees and citizens of the City of Idaho Falls.

FUND DESCRIPTION

The GIS budget supports efforts of the GIS Division by providing funding for staff, software, hardware, and other related expenses necessary for the operation of the GIS.

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CORE SERVICES

The GIS Division is responsible for the administration of the collection, maintenance, and distribution of mapping and geographic information including aerial photography, electric, water, sewer, storm, sanitation, snow, street, traffic, and related data. The Division also assists other City Departments and the public by providing essential information via the online maps.

ACCOMPLISHMENTS FOR FY 2023/2024

- Portal for ArcGIS improvements – added significant functionality and content to the GIS Portal to support internal City staff with GIS needs. Including historic aerial photos, surface terrains, contours, utility services map, planned right-of-way map, and parks snow removal areas map.
- 2023 aerial flight – worked with a third party vendor to collect high resolution 3-inch aerial imagery of the City of Idaho Falls and some surrounding areas. This imagery is now fully available across ArcGIS Online to the general public and ArcGIS Enterprise for City employee use.
- ArcGIS Image Server – implemented new software for City employees that allows our full historical collection of aerial imagery to be available within our ArcGIS Enterprise. This software also allows us to share surface terrain information in the same manner.
- Base data updates – completed significant base data updates to maintain maps with new streets, parcels, subdivisions, easements, addresses, and other related data.
- Property management files – worked with staff in the Municipal Services Department to add the remaining portion of the Property Management Division files to GIS. Deeds, easements, property acquisition records and other related documents have been drawn in GIS and hyperlinked.
- Easement boundaries – transitioned thousands of older easement boundary lines in GIS to polygons. The polygons have attribution to filter and identify them as well as hyperlinks to the source documents.
- Building footprints – updated building footprints throughout the aerial flight area using the newly available 2023 aerial imagery. These building footprints are used by all GIS users as a background in our standard basemaps. Building footprint attributes were also updated to reflect current uses of each building.
- City property – conducted research to add and display all City owned property within GIS by the Department. This allows each Department to visualize each property they are responsible for. It also allows all City property to be easily pictured within a map.
- Water service lines – coordinated effort with the Water Division employees to add thousands of water curb stops and water service lines to GIS. Having this information is GIS will allow the City to better track our installed assets and allow us to meet federal asset requirements.
- Bonneville County Data Sharing MOU – coordinated effort with City and Bonneville County staff to execute a data sharing memorandum of understanding that will benefit both organizations. Sharing this data between organizations reduces data duplication and saves time and resources.
- Bonneville County scanned books – organized file scans received from Bonneville County of older recorded documents. Assemble them in a manner that documents can be located quickly and efficiently to find documents in addition to what is available from the Bonneville County Clerk's site.
- IBSD mapping – provided access to Iona Bonneville Sewer District (IBSD) staff to view GIS sewer mapping live in an interactive map. Provided training to help familiarize them with how to use this new tool.

Metrics:

- Divisions – 46 added
- Condos – 3 added
- Streets – 49.14 miles added
- Addresses – 4,479 added
- Parcels – 8,163 adjusted/added
- Easements – 4,461 adjusted/added
- Lots – 976 added
- Blocks – 69 added
- Annexations – 386.93 acres

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- Site Plans – 42 added
- Deeds – 385 added
- Development Documents – 1,205 added
- Water Main Lines – 8.99 miles added
- Water Service Lines – 63.39 miles added
- Sewer Main Lines – 5.76 miles added
- Sewer Service Lines – 0.47 miles added
- Storm Lines – 5.28 miles added

ACTIVITY DESCRIPTION

- Collect GIS information from various sources including GPS, plans, aerials, databases, etc.
- Store and manage GIS information to allow it to be easily accessible.
- Analyze GIS information to help answer complex municipal questions.
- Share GIS information with City employees and the general public to answer questions related to geographic features.

OBJECTIVES FOR 2024/2025

- Expand our current efforts to fully utilize our ArcGIS Enterprise and ArcGIS Online portals to the best of their capabilities.
- Upgrade existing software to leverage new functionality.
- Maintain and grow our current GIS datasets to best answer questions from City employees and the general public.
- Increase training sessions offered to City employees to improve general City employee knowledge and familiarity with GIS.
- Contract with a third party vendor to acquire new aerial imagery of the City of Idaho Falls and immediately surrounding areas in the spring of 2025. Invite departments and neighboring organizations to participate in this effort to maximize the benefit to our area.

FUTURE OPPORTUNITIES/ISSUES

- The migration of some employees from older GIS software to newer software is causing some concern about change. This can be mitigated through training and instruction to assist users with the transition.
- Integrations with other software packages used by the City offer the opportunity to expand use of GIS, but also lead to complexities with software upgrades. Care needs to be taken to ensure that necessary GIS upgrades are not delayed due to these software integrations.

PUBLIC WORKS GIFT

General Fund - Public Works GIFT (Greater Idaho Falls Transit)

MISSION STATEMENT

Provide equitable essential transportation for the citizens and guests of the City of Idaho Falls while being vigilant to our foundation of safety, efficiency, and customer experience.

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FUND DESCRIPTION

The GIFT budget supports efforts of the GIFT division by providing funding for staff, software, hardware, office space, contracted services costs, marketing, and other related expenses necessary for the operation of GIFT.

CORE SERVICES

GIFT is responsible for providing safe, convenient, and reliable public transportation for the City of Idaho Falls. We provide these services 17 hours a day 6 days a week in all weather conditions, during most holidays, special events, city wide for everyone.

ACCOMPLISHMENTS FOR FY 2023/2024

- Successfully managed to transform a budget designed for two years of operations into three years of operations at 100% reimbursement for the city of Idaho Falls.
- Completed third year of turn-key services contract for GIFT operations with a price increase of 3.2% which is below inflation while services increased by 15.5% in boardings per year.
- Sold all available spaces for advertisement sponsorship leading to additional a local match of $128K.
- Provided extensive expertise and grant writing on a 3.5-million-dollar grant awarded to Idaho Falls Power for fast electric vehicle charging sites at four locations in our city which will pay for many electrical and parking lot infrastructure upgrades in Freeman Park. This award will open a new revenue source for Idaho Falls Power to sell electricity to those visiting/traveling through our city with electric cars and additionally lay the groundwork for electrifying the public transit fleet.
- Successfully applied and received awards for $200k for additional low emission vehicles to be added to our fleet through the BMPO.
- Successfully applied for ARPA funds to purchase a new ADA van replacement.
- 95,000 + boardings with 4.9 out of 5, average star ratings of our entire service. Awarded $30k in Area Agency on Aging funds to provide rides to seniors for no cost to them, this helps seniors in our area with 18,000 rides annually.
- Consistent new records in total monthly revenue, total monthly ridership, and per driver efficiency that can be used for long-term KPI management.

ACTIVITY DESCRIPTION

- Maintain consistently high service levels.
- Review policy and procedures to support customer experience, efficiency, and safety.
- Comply with all Federal and State guidelines for public transportation.
- Compile and submit all invoices for 100% reimbursable service.
- Respond to the public with customer service and informational inquiries.
- Partner with businesses in Idaho Falls to enhance their customer opportunities.
- Foster relationships with local stakeholders to benefit public transportation.

OBJECTIVES FOR FY 2024/2025

- Transfer operational funding to small urban 5307 transit funds.
- Increase local match to continue to successfully meet the local needs and budget requirements.
- Strategically deploy 5310 funding strategies for operational costs.
- Obtain additional funding through grants and services offered to support the long-term solvency.
- Diversify the GIFT fleet to lower operational costs and increase peak fleet operations which will increase efficiency, customer experience, and revenues.
- Purchase fuel through existing city processes and deploy other similar efficiencies.

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FUTURE OPPORTUNITIES/ISSUES

- If local match is not increased, we will not be able to negotiate a full year of additional contracted services, contingency plans for reduction of service will be needed.
- Continue to collect rider data to determine demand at various price points.
- Continue to deploy infrastructure for bus pullouts, benches, and shelters to build future possibilities for different types of public transit.
- Further investigate electrification options of the public transit fleet to enhance efficiencies.
- Establish policies to protect the financial investment of the city of Idaho Falls in public transit in consideration of expansion of the service outside of the city limits.

PUBLIC WORKS ENGINEERING

General Fund - Public Works Engineering

MISSION STATEMENT

The mission of the Engineering Division is to plan, design, and manage construction of public works infrastructure projects, assist other departments with similar needs and provide service to the development community.

FUND DESCRIPTION

The Engineering budget supports efforts of the Division by providing necessary funding for staff, software, hardware, and other related expenses necessary for the successful operation of the Division.

CORE SERVICES

The Engineering Division is responsible for the planning, design, and construction management of public works infrastructure projects, provision of information regarding and management of the public rights-of-way, supporting the Street Division and Idaho Falls Power regarding traffic control devices, providing development review services, and managing permits and licensing for contractors working in public rights-of-way. The Division also assists other City Departments by developing infrastructure projects, providing survey services, and advising regarding engineering issues.

ACCOMPLISHMENTS FOR FY 2023/2024

Designed and managed construction of numerous infrastructure projects of various sizes. Examples include:

- Calkins Avenue Water Line Installation
- Elevated Water Tower
- Wastewater Treatment Plant Dewatering
- Holmes Avenue Reconstruction
- Pancheri Bridge Improvements
- Meppen Canal Trail Improvements
- Pedestrian Hybrid Beacon Improvements (1st Street and Woodruff Avenue)
- Thermoplastic Citywide
- Sewer Dig and Repair
- Sewer Line Rehabilitation
- Wastewater Treatment Plant Dewatering
- North Highland Park Concrete Improvements
- Seal Coats
- Overlays
- 15th and Lee Storm Improvements

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- Fielding Cemetery Road Improvements
- Pedestrian Safety Improvements
- Raised Curb Medians
- 17th Street and Holmes Avenue Intersection Improvements
- 17th Street, 1st Street and Lincoln Road Crosswalks

2023 Reviews

- Individual reviews: 1367
- Plats: 31
- Improvement Drawings: 43
- Site Plans: 60
- Right of Way (ROW) Vacations: 7
- ROW Permits Issued: 858

ACTIVITY DESCRIPTION

- Plan, design, and manage construction of infrastructure improvements.
- Develop and maintain design and construction standards.
- Manage right-of-way licensing and permitting.
- Review development plans/plats.
- Process right-of-way/easement vacations.
- Provide surveying services.

OBJECTIVES FOR FY 2024/2025

- Successful design, bid, and construction of city infrastructure improvements.
- Improve timeliness of development reviews and reviews of City projects.
- Efficient utilization of Transportation Impact Fees to maximize mitigation of new development on the arterial roadway network.

FUTURE OPPORTUNITIES/ISSUES

- Incorporation of the results of the High-Capacity Roadway Study to be completed in 2024 through the Bonneville Metropolitan Planning Organization (MPO).
- Efficient utilization of impact fee revenues to maximize mitigation of development impacts on the roadway system.

PUBLIC WORKS SUMMARY BY CATEGORY

PUBLIC WORKS TOTAL	FY 2022 Actual	FY 2023 Actual	FY 2024 Adopted Budget	FY 2025 Adopted Budget
REVENUE				
Licenses And Permits	9,450	3,875	2,500	8,500
Intergovernmental Revenue	699,803	1,134,845	1,898,463	2,069,132
Charges For Services	197,848	268,067	153,000	203,000
Miscellaneous	5,022	5,796	1,000	800
MERF Cash	-	-	-	80,000
Total	**912,123**	**1,412,583**	**2,054,963**	**2,361,432**

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EXPENSES				
Salaries And Wages	1,751,982	1,885,395	2,028,241	2,002,364
Benefits	717,658	761,571	868,503	884,927
Current Operating Expense	902,103	1,641,505	2,152,030	2,205,330
Capital Outlay	2,677	7,039	6,500	-
MERF Expenditures	-	-	-	80,000
Interfund Transfers	(1,641,563)	(1,661,947)	(1,851,246)	(1,770,074)
Grant Expenditures	-	-	-	165,000
MERF Allocation	14,400	14,400	14,400	19,550
Total	**1,747,258**	**2,647,963**	**3,218,428**	**3,587,098**

PUBLIC WORKS SUMMARY BY DIVISION

	FY 2024 Adopted Budget		FY 2025 Adopted Budget			
Division	Expenditure	Revenue	Expenditure	Revenue	$ Change Expenditure	% Change Expenditure
General Fund						
Public Works Administration	-	-	2,898	-	2,898	
Public Works GIS	(203,086)	-	7,454	-	210,540	-103.67%
Public Works GIFT	1,898,766	1,898,463	2,071,272	2,069,132	172,506	9.09%
Public Works Engineering	1,522,748	156,500	1,505,475	292,300	(17,274)	-1.13%
Total	**3,218,428**	**2,054,963**	**3,587,098**	**2,361,432**	**368,670**	**11.45%**

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PUBLIC WORKS PERSONNEL

	FY 2023 Budget	FY 2024 Budget	FY 2025 Adopted Budget
FT	**Number**	**Number**	**Number**
Director of Public Works	1	1	1
Asst. Public Works Director	1	1	1
Business Office Manager I	1	1	1
Executive Assistant	-	-	1
Chief Construction Inspection	1	1	1
Chief Surveyor	1	1	1
City Engineer	1	1	1
Civil Engineer I	1	1	1
Design Technician	3	-	-
Design Technician Supervisor	-	1	-
Design Technician, Senior	-	2	2
Drafting Technician	-	1	2
Executive Assistant	1	1	-
GIS Analyst	1	2	2
GIS Coordinator	1	-	-
GIS Manager	1	1	1
Instrument Survey Technician	1	1	-
Project Inspector	1	1	2
Right-of-way Agent	1	1	1
Survey Crew Chief	1	1	1
Survey Field Laborer	1	-	-
Survey Office Fields Tech	-	-	1
Survey/Right Of Way Specialist	-	1	-
Traffic Engineering Technician	1	1	1
Transit Coordinator	1	1	1
Total	**22**	**22**	**22**

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STREETS

Streets Fund

MISSION STATEMENT

Provide the community with outstanding public service by maintaining and providing safe, efficient, and affordable City streets.

FUND DESCRIPTION

The Street Fund provides for staffing, equipment, contracted work such as overlays and seal coats, snow removal equipment rental, and materials to maintain public streets, alleys, and bridges.

CORE SERVICES

The Street Division maintains all public streets, alleys, bridges, and street signs. The Division also manages and administers street cleaning and snow removal.

ACCOMPLISHMENTS FOR FY 2023/2024

- Added a northbound lane on North Woodruff between Lincoln and Yellowstone. This project was completed to relieve traffic delays at the Lincoln Road and Woodruff Avenue intersection.
- Replaced 4 valley gutters.
- Replaced more than 4,050 linear feet of curb & gutter.
- Replaced more than 21,000 square feet of sidewalk.
- Replaced 8 alley approaches.
- Replaced 85 pedestrian ramps, making them compliant with ADA standards.
- Overlaid or reconstructed approximately 19 lane miles.
- Contracted seal coats of approximately 400,000 square yards of pavement
- Performed nearly 600 right-of-way inspections that included curb and gutter, sidewalk, and excavation work.
- Painted approximately 196 miles of lane markings.
- Continue upgrading security on Street Division buildings.

ACTIVITY DESCRIPTION

- Maintain public streets and bridges including sweeping, patching, and crack sealing.
- Coordinate and perform snow and ice control activities.
- Maintain and install traffic signs.
- Maintain street markings.
- Inspections of right-of-way construction.
- Coordinate the curb and gutter program.

OBJECTIVES FOR 2024/2025

- Manage a successful pavement management and curb and gutter program.
- Continue efforts to pave unpaved public streets.
- Manage snow and ice control activities and continue to evaluate snow removal operations for possible increased efficiencies.
- Manage successful sweeping and leaf collection programs.
- Continue to upgrade pedestrian ramps to current ADA standards.
- Replace aging alley approaches.
- Evaluate and have design work done for the Street and Sanitation office.

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FUTURE OPPORTUNITIES/ISSUES

- The City continues to grow adding lane miles to street maintenance and snow removal.
- Appropriate staffing to meet the needs of a growing city.
- Maintenance of aging infrastructure in a time of increasing materials costs.

MAJOR BUDGET CHANGES FOR FY 2024/2025

- Allocating an additional $500,000 for arterial street maintenance.
- Requesting a new full-time employee for right-of-way inspections.
- $150,000 for a consultant to design a new Street and Sanitation office building.

STREETS SUMMARY BY CATEGORY

STREETS TOTAL	FY 2022 Actual	FY 2023 Actual	FY 2024 Adopted Budget	FY 2025 Adopted Budget
REVENUE				
Taxes And Franchises	4,822,243	4,766,171	4,600,000	4,600,000
Licenses And Permits	27,955	17,873	15,000	15,000
Intergovernmental Revenue	4,634,960	4,851,090	5,187,600	5,102,800
Charges For Services	196,734	550,153	-	350,000
Fines & Forfeitures	7,085	34,705	-	-
Investment Income	(184,362)	279,720	120,000	300,000
Miscellaneous	57,662	102,521	-	20,000
Non Revenue Transfer	1,666,100	800,000	-	-
MERF Cash	-	-	-	1,280,000
Total	**11,228,376**	**11,402,233**	**9,922,600**	**11,667,800**
EXPENSES				
Salaries And Wages	1,220,547	1,346,784	1,525,711	1,562,870
Benefits	628,494	663,592	768,090	874,223
Current Operating Expense	5,416,982	5,401,816	8,460,825	9,569,653
Capital Outlay	649,214	21,428	-	-
MERF Expenditures	-	295,295	-	1,280,000
Interfund Transfers	(119,412)	(138,865)	(100,000)	(100,000)
MERF Allocation	616,100	800,000	800,000	961,619
Total	**8,411,924**	**8,390,050**	**11,454,626**	**14,148,365**

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STREETS SUMMARY BY DIVISION

Division	FY 2024 Adopted Budget Expenditure	FY 2024 Adopted Budget Revenue	FY 2025 Adopted Budget Expenditure	FY 2025 Adopted Budget Revenue	$ Change Expenditure	% Change Expenditure
Impact Fee Fund						
Street Administration	3,093,347	9,922,600	3,525,499	11,667,800	432,152	13.97%
Streets Signing/Pavement Marking	482,179	-	524,189	-	42,010	8.71%
Streets Paved Street Maintenance	5,725,800	-	6,736,255	-	1,010,455	17.65%
Streets Snow & Ice Control	1,457,900	-	2,194,337	-	736,437	50.51%
Streets Street Cleaning	440,300	-	868,506	-	428,206	97.25%
Streets Other Department Services	255,100	-	299,579	-	44,479	17.44%
Total	**11,454,626**	**9,922,600**	**14,148,365**	**11,667,800**	**2,693,739**	**23.52%**
CIP						
Street CIP	4,500,000	3,750,000	4,551,000	1,070,000	51,000	1.13%
Bridge & Arterial Street	400,000	-	400,000	20,000	-	0.00%
Surface Drainage	150,000	-	-	-	(150,000)	-100.00%
Traffic Light CIP	780,000	680,000	1,125,000	462,285	345,000	44.23%
Total	**5,830,000**	**4,430,000**	**6,076,000**	**1,552,285**	**246,000**	**4.22%**
Streets Impact Fees						
Streets Impact Fees	2,500,000	2,500,000	5,500,000	2,587,116	3,000,000	120.00%
Total	**2,500,000**	**2,500,000**	**5,500,000**	**2,587,116**	**3,000,000**	**120.00%**

STREETS PERSONNEL

	FY 2023 Budget Number	FY 2024 Budget Number	FY 2025 Adopted Budget Number
FT			
Admin Asst - Public Works	-	-	1
Equipment Operator I	6	-	-
Laborer - Street	1	-	-
Office Assistant II	-	1	-
Signing & Striping Operator II	1	1	1
Signing & Striping Worker	1	1	1
Street General Foreman	1	1	1
Street Lead Operator	2	9	2
Street Maintenance Operator I	4	4	9
Street Maintenance Operator II	-	2	4
Street Operator-In-Training	-	2	3
Street Superintendent	1	1	1
Right of Way Inspector	-	-	1
Truck Driver- Streets	4	-	-
Total	**21**	**22**	**24**

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PUBLIC WORKS CIP

Capital Improvement Fund — Public Works

PUBLIC WORKS CIP SUMMARY BY CATEGORY

	FY 2022 Actual	FY 2023 Actual	FY 2024 Adopted Budget	FY 2025 Adopted Budget
REVENUE				
Taxes And Franchises	780,008	780,459	790,600	790,000
Investment Income	(67,818)	91,176	20,000	80,000
Miscellaneous	-	19,800	-	-
Non Revenue Transfer	-	-	-	(300,000)
Division Total	**712,189**	**891,435**	**810,600**	**570,000**
EXPENSES				
Capital Outlay	693,010	476,742	2,500,000	2,200,000
Division Total	**693,010**	**476,742**	**2,500,000**	**2,200,000**

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STREET CIP

Capital Improvement Fund — Street Fund

FUND DESCRIPTION

The Street Capital Improvement budget supports the City's ongoing effort to effectively utilize federal funds to develop and maintain our roadway network.

CORE SERVICES

Provides for the effective utilization of federal aid resources.

ACCOMPLISHMENTS FOR FY 2023/2024

- 17th Street and Woodruff Avenue intersection improvements.
- 17th Street and Rollandet Avenue turn prohibition safety improvements.
- Child pedestrian safety improvements along South Boulevard and Rollandet Avenue.

OBJECTIVES FOR FY 2024/2025

- Improvements to the Pancheri Drive bridge over the Snake River.
- Federal aid project development.
- Storm collection system improvements citywide.

FUTURE OPPORTUNITIES/ISSUES

Increased allocations to federal aid funding for the various State Metropolitan Planning Organizations will allow for additional projects to be planned and programmed through the Bonneville Metropolitan Planning Organization which will benefit our urbanized transportation network.

STREET CIP SUMMARY BY CATEGORY

	FY 2022 Actual	FY 2023 Actual	FY 2024 Adopted Budget	FY 2025 Adopted Budget
REVENUE				
Intergovernmental Revenue	63,310	859,760	3,750,000	1,050,000
Charges For Services	70,882	-	-	-
Investment Income	(23,178)	32,573	-	20,000
Division Total	**111,014**	**892,333**	**3,750,000**	**1,070,000**
EXPENSES				
Current Operating Expense	-	-	3,500,000	-
Capital Outlay	107,804	754,289	1,000,000	4,351,000
Grant Expenditures	35,762	201,697	-	200,000
Division Total	**143,566**	**955,985**	**4,500,000**	**4,551,000**

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STREETS IMPACT FEE FUNDS

Impact Fee Funds— Streets

CORE SERVICES

- Transportation Impact Fees were adopted for implementation in 2022. The transportation development impact fee is based on an incremental expansion approach for major and minor arterial needs over a 10-year period.
- The incremental expansion methodology documents the current level of service provided to development and serves to maintain this as new development occurs. Transportation development impact fees are calculated for both residential and nonresidential development vehicle miles traveled to allocate capital costs to residential or nonresidential land uses.
- Funds collected will be used to improve the arterial roadway network within the City.

STREETS IMPACT FEES SUMMARY BY CATEGORY

STREETS IMPACT FEES	FY 2022 Actual	FY 2023 Actual	FY 2024 Adopted Budget	FY 2025 Adopted Budget
REVENUE				
Licenses And Permits	129,116	942,248	2,500,000	2,530,000
Investment Income	15	18,999	-	30,000
Non Revenue Transfer	-	-	-	27,116
Division Total	**129,132**	**961,246**	**2,500,000**	**2,587,116**
EXPENSES				
Capital Outlay	-	-	2,500,000	5,500,000
Division Total	**-**	**-**	**2,500,000**	**5,500,000**

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ARTERIAL ROAD AND BRIDGE

CIP — Arterial Road And Bridge Fund

FUND DESCRIPTION

The fund supports major infrastructure projects to higher order roadways and bridges.

CORE SERVICES

Funding source for the City's portion of arterial road and bridge construction prior to the implementation of impact fees.

ACCOMPLISHMENTS FOR FY 2023/2024

The bridge at 17th Street and South Boulevard was widened to allow for better truck turning radius and pedestrian accommodation.

Roadway improvements were completed on 25th East south of Sunnyside Road.

OBJECTIVES FOR FY 2024/2025

Bridge design will be started to widen two canal crossings on Pioneer Road.

FUTURE OPPORTUNITIES/ISSUES

This fund will be phased out following this fiscal year.

BRIDGE & ARTERIAL STREET SUMMARY BY CATEGORY

BRIDGE & ARTERIAL STREET	FY 2022 Actual	FY 2023 Actual	FY 2024 Adopted Budget	FY 2025 Adopted Budget
REVENUE				
Charges For Services	201,929	266,598	-	-
Investment Income	(23,714)	32,452	-	20,000
Division Total	**178,215**	**299,050**	**-**	**20,000**
EXPENSES				
Current Operating Expense	(3,227)	-	-	-
Capital Outlay	33,651	108,371	400,000	400,000
Division Total	**30,424**	**108,371**	**400,000**	**400,000**

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TRAFFIC LIGHT

CIP — Traffic Light Fund

FUND DESCRIPTION

The Traffic Light Capital Improvement Fund supports traffic signal upgrades throughout the City.

CORE SERVICES

Traffic signals are an integral part of any effective urban transportation system. Ensuring that signals operate efficiently and are upgraded to take advantage of the latest technology benefits all transportation users.

ACCOMPLISHMENTS FOR FY 2023/2024

Traffic signal upgrades were completed at several intersections.

The intersection of 17th Street and Woodruff Avenue was expanded, providing additional turn lanes on all approaches and a new traffic signal system was installed.

OBJECTIVES FOR FY 2024/2025

- Traffic signal controllers will be connected to the fiber network to allow for better real-time signal optimization.
- Several traffic signal controllers, detection systems, and battery backups, will be upgraded.
- Two new rapid flashing pedestrian activated beacons will be installed at prioritized locations.
- A new signal will be designed and installed as part of a joint project with Bonneville County at the intersection of 49th South and Holmes Avenue.
- Design work will begin for a new traffic signal at the intersection of 49th South and 25th East.
- The intersection of Science Center Drive and North Boulevard will be redesigned and include installation of a new traffic signal.

FUTURE OPPORTUNITIES/ISSUES

Optimizing traffic operations within the City will continue to be a high priority to meet the needs of a growing community.

TRAFFIC LIGHT CIP SUMMARY BY CATEGORY

	FY 2022 Actual	FY 2023 Actual	FY 2024 Adopted Budget	FY 2025 Adopted Budget
REVENUE				
Intergovernmental Revenue	399,202	472,119	680,000	430,285
Investment Income	(34,747)	42,942	-	32,000
Division Total	**364,454**	**515,060**	**680,000**	**462,285**
EXPENSES				
Capital Outlay	358,058	525,576	780,000	1,125,000
Interfund Transfers	(1,594)	-	-	-
Division Total	**356,464**	**525,576**	**780,000**	**1,125,000**

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WATER

Enterprise — Water Fund

MISSION STATEMENT

Provide customers with a safe and abundant supply of water for a variety of purposes through excellent customer service and fiscally responsible, data driven decisions, following the City's core beliefs that we are One City/One Team, that People Matter, and that we Embrace Data.

FUND DESCRIPTION

The Water Fund consists of revenue generated from water rates and fees utilized to complete operational and maintenance-oriented tasks as well as revenue from development-related connection fees that help fund future system growth and expansion.

CORE SERVICES

The Water Division is responsible for the operation and maintenance of the City's culinary water system and includes the following core services:

- Customer service calls
- Source water production
- Cross-connection control and backflow prevention
- Groundwater recharge
- Water quality protection and sampling
- Leak prevention and repair
- Valve and fire hydrant operation and maintenance
- Service line repair and replacement
- Water main repair and replacement
- Development drawing reviews and construction inspection
- Fire flow testing

ACCOMPLISHMENTS FOR FY 2023/2024

- Construction of the foundation and concrete pedestal for the City's new 1MG elevated water tank project.
- Installation of new water main in Calkins Ave and Rosehill Dr (W 17th Street to W 21st Street) to connect multiple dead-end water mains.
- Separation of the Distribution Section into Maintenance and Operations groups.
- Hiring of a Distribution Operations Lead Operator, Valve and Hydrant Crew, and Meter Install Crew.
- Acquisition of equipment and tools for Meter Install Crew to implement commercial meter conversions.
- Implementation of exclusive valve exercising and operation by Water Division.
- Implementation of water meter installations for all new development.
- Implementation of metered water billing for bulk loading for construction from fire hydrants.
- Conversion of many commercial customers from flat rate to metered billing for water.
- Purchase of SwiftComply software for administration of the City's cross-connection control program.
- Identification and testing of City-owned backflow prevention assemblies.
- Water service replacements and meter box installations along E 1st Street (Woodruff to S 25th East) and E Lincoln Road (N Yellowstone Ave to N Woodruff Ave).
- Design started for the conversion of large City parks to surface water irrigation.

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- GPS locating of water service line locations throughout the City.
- Completion and online publication of a water service line inventory to comply with the Revised Lead & Copper Rule.
- Complete sampling of all wells for PFOS/PFAS chemicals in compliance with the 5th Unregulated Contaminant Monitoring Rule.

ACTIVITY DESCRIPTION

- Approximately 8,000+ customer service calls completed per year, including water on/off; utility locates; leak investigations; and non-pay turn off.
- Approximately 370+ water system maintenance work orders completed per year, including repair and replacement of water main, services, valves, fire hydrants, & meters.
- Commercial water meter installations for billing conversion.
- Annual culinary water production of approximately 9+ billion gallons.
- Annual groundwater recharge/mitigation of approximately 2,700+ acre-feet.
- Water tower replacement construction & coordination (ongoing).
- Began conversion of Community Park to pressurized surface water irrigation (ongoing).

OBJECTIVES FOR FY 2024/2025

- Complete construction of City's new 1MG elevated water tank.
- Remove existing 0.5MG elevated water tank from service.
- Additional position for a water meter specialist to serve as liaison between property owners, Utility Billing, and the Water Division.
- Develop city code, construction design standards, and billing rates for implementation of pressurized irrigation service for new development.
- Additional position for a water supply operator to assist with well site maintenance and pressurized irrigation implementation.
- Full implementation of water meter Installation on all new development.
- Metered Billing for all bulk water users.
- Finish conversion of Community Park and Freeman Park to pressurized surface water irrigation.
- Begin building new office space for Water Division personnel.
- Finish development of New Sweden recharge site.

FUTURE OPPORTUNITIES/ISSUES

- Ongoing compliance with federal regulations.
- Conversions of additional City parks (Tautphaus, Sunnyside, Old Butte, etc.) to pressurized surface water irrigation, pursue grant money.
- Consider reducing size and scope of future culinary well projects to accommodate more conversions of City parks to surface water irrigation.
- Construction of two new well sites to accommodate future growth to the north and southeast portions of the City.

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MAJOR BUDGET CHANGES FOR FY 2024-25

061 - Water Division

8201 - Administration

Revenue:

- *331-0100 Federal Grants* - Applied for Grants for Meter Conversions ($2.5M) and Commercial Service Line Replacements ($2.5M)
- *332-0100 State Grants* - Awarded Grant for Construction of 2 Monitoring Wells ($230k)
- *421-0100 Water Fees* - 12% Rate Increase per Facility Plan & Meter Conversion Plan

Expenditures:

- *601-4200 Professional Services* - Water Right Atty Fees ($50k); Architect ($200k)
- *601-4300 Conservation* - ROW Landscape Design ($75k); City Park Surface Water Conversion ($175k)

8202 - Supply

Expenditures:

- *602-1100 Regular Salary & Wage* - New Position - Water Supply Operator (G8, S1)
- *602-4200 Professional Services* - Engineering Services: Well 3 Elevated Tank ($70k); Well 3 Upgrades (150k); Well 5 Upgrades ($250k); Well 13 & 13B VFD Conversion ($30k); 65th South Pump Station Upgrade ($20k); Well 20 & 21 Preliminary Engineering ($50k ea)
- *602-4900 Personnel Training* - Training Expenses Transferred from 8201 ($4k)
- *602-6000 Repair & Mtnce Buildings* - Well 12 Tank Liner ($100k)
- *602-6200 Repair & Mtnce Other Equipment* - Well 3 Existing Elevated Water Tank Demolition ($200k)
- *602-7300 Imps Other Than Build* - Capital Well Site Expenditures (see Budget Request Detail Sheet)

8203 - Distribution

Expenditures:

- *602-1100 Regular Salary & Wage* - New Position - Water Metering Specialist (G8, S1)
- *602-3400 Minor Equipment* - Pressure Monitoring Equipment ($12k)
- *602-4900 Personnel Training* - Training Expenses Transferred from 8201 ($11k)
- *602-6005 Asphalt Maintenance* - Service Line Restoration ($800k); Meter Install Restoration ($183.75k)
- *602-6007 Crushed Gravel* - Backfill for Service Lines ($90k) and Meter Installs ($10k)
- *602-6023 Service Lines* - Additional Service Line Replacement w/ 3rd Crew ($50k)
- *602-6024 Water Meters* - Division Commercial Meter Conversion Materials ($712.5k); New Construction Water Meters ($100k)
- *602-7300 Imps Other Than Build* - Capital Water Main Expenditures (see Budget Request Detail Sheet)
- *602-7600 All Other Equipment* - Add to Fleet Dump Truck ($300k)

8204 - Pressurized Irrigation

8205 - New Construction

- *602-7300 Imps Other Than Build* - New Construction Capital Water Expenditures (see Budget Request Detail Sheet)
- *602-7315 Participation With Devel* - Developer Participation for Water Main Oversizing ($200k)
- *602-7316 New Line Installation* - New Construction Capital Water Main Expenditures (see Budget Request Detail Sheet)
- *602-7332 Well Development* - Capital Well Drilling Expenditures (see Budget Request Detail Sheet)

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WATER SUMMARY BY CATEGORY

	FY 2022 Actual	FY 2023 Actual	FY 2024 Adopted Budget	FY 2025 Adopted Budget
REVENUE				
Intergovernmental Revenue	-	-	1,000,000	2,280,000
Charges For Services	14,449,473	13,799,855	12,612,500	16,413,000
Investment Income	(473,671)	688,449	229,000	5,000
Miscellaneous	63,259	74,842	64,000	60,000
Non Revenue Transfer	2,842,826	4,463,036	-	-
Total	**16,881,886**	**19,026,182**	**13,905,500**	**18,758,000**
EXPENSES				
Salaries And Wages	1,051,278	1,298,280	1,573,345	1,860,153
Benefits	486,335	572,163	872,022	1,032,779
Current Operating Expense	4,254,436	5,569,867	6,712,408	8,191,675
Capital Outlay	4,210,802	1,791,935	14,774,900	15,131,000
Debt Service	-	507	-	-
Interfund Transfers	(6,956)	(20,972)	-	-
Grant Expenditures	-	-	1,000,000	800,000
MERF Allocation	107,200	-	-	-
Total	**10,103,095**	**9,211,780**	**24,932,675**	**27,015,607**

WATER SUMMARY BY DIVISION

	FY 2024 Adopted Budget		FY 2025 Adopted Budget			
Division	**Expenditure**	**Revenue**	**Expenditure**	**Revenue**	**$ Change Expenditure**	**% Change Expenditure**
Enterprise Fund						
Water Administration	4,128,410	13,905,500	4,478,704	18,758,000	350,294	8.48%
Water Well Maintenance and Operation	5,490,421	-	6,356,846	-	866,425	15.78%
Water Distribution System Maintenance & Operation	6,988,344	-	10,999,557	-	4,011,213	57.40%
Water New Construction	8,325,500	-	5,180,500	-	(3,145,000)	-37.78%
Total	**24,932,675**	**13,905,500**	**27,015,607**	**18,758,000**	**2,082,932**	**8.35%**

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WATER PERSONNEL

	FY 2023 Budget	FY 2024 Budget	FY 2025 Adopted Budget
FT	**Number**	**Number**	**Number**
Admin Asst - Public Works	-	-	1
Chief Water Distribution Operator	1	2	2
Chief Water Supply Operator	1	1	1
Distribution OIT	-	7	8
Distribution Operator I	3	1	-
Laborer - Water	2	2	2
Office Asst II	1	1	-
Warehouse Manager - Water	1	1	1
Water Distribution Foreman	1	1	1
Water Service Operator	2	2	2
Water Superintendent	1	1	1
Water Supply Foreman	1	1	1
Water Supply Operator	2	2	2
Water Systems Equipmnt Operatr	3	2	3
Water Valve & Hydrant Crew Ldr	-	1	1
Total	**19**	**25**	**26**

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SANITATION

Enterprise — Sanitation Fund

MISSION STATEMENT

Providing Idaho Falls with waste management services in a safe, productive, and cost-efficient manner while maintaining the highest level of service.

FUND DESCRIPTION

The Sanitation Fund provides for equipment, staffing, buildings and machinery to carry out all waste management services offered by the Division.

CORE SERVICES

The Sanitation Division administers and manages all solid waste and glass recycling locations for the purpose of maintaining a clean and healthy community. The Division provides residents with 95-gallon containers for household garbage and is responsible for delivery, repair, and service of over 20,000 residential and commercial containers.

ACCOMPLISHMENTS FOR FY 2023/2024

- Continued upgrading security for the Streets & Sanitation buildings.
- Continued incorporation of routing software to properly assess and manage commercial routes.
- Convert portions of alley pickup to curbside, increasing productivity and safety.

ACTIVITY DESCRIPTION

- Collection and disposal of municipal solid waste for all residential and commercial properties.
- Collection and disposal of all construction and demolition waste within the City.
- Offer free glass recycle drop off at 13 locations within the city.
- Annual free Christmas tree collection to repurpose Christmas trees and leaves into mulch that is free to Idaho Falls residents.
- Maintain vegetation for all Idaho Falls alleys.
- Annual Clean & Green waste collection.

OBJECTIVES FOR FY 2024/2025

- Continue to improve the Sanitation safety training program.
- Assess and improve collection routes for service efficiencies.
- Continue to convert portions of alley pickups to curbside.

FUTURE OPPORTUNITIES/ISSUES

- Retaining qualified staff.
- Research and education into innovative ways to decrease waste flow to landfill.

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MAJOR BUDGET CHANGES FOR FY 2024-25

- $150,000 for a consultant to assess a new Streets & Sanitation office building.
- Proposed addition of a full-time employee (Sanitation Customer Service Representative).
- Moved FTE position from 8601 to 8602.

SANITATION SUMMARY BY CATEGORY

SANITATION TOTAL	FY 2022 Actual	FY 2023 Actual	FY 2024 Adopted Budget	FY 2025 Adopted Budget
REVENUE				
Charges For Services	5,869,740	6,007,125	5,858,400	5,987,000
Investment Income	(159,821)	217,674	130,000	180,000
Miscellaneous	50,731	2,242	-	-
Non Revenue Transfer	612,600	-	-	-
Total	**6,373,249**	**6,227,041**	**5,988,400**	**6,167,000**
EXPENSES				
Salaries And Wages	1,482,441	1,552,089	1,492,057	1,515,332
Benefits	706,400	746,017	829,019	966,560
Current Operating Expense	1,474,443	2,273,548	2,611,455	2,951,180
Capital Outlay	34,106	56,260	1,126,500	1,227,000
MERF Expenditures	-	148,392	-	-
Interfund Transfers	-	(2,203)	-	-
MERF Allocation	612,600	-	-	-
Total	**4,309,990**	**4,774,103**	**6,059,031**	**6,660,073**

SANITATION SUMMARY BY DIVISION

Division	FY 2024 Adopted Budget		FY 2025 Adopted Budget		$ Change Expenditure	% Change Expenditure
	Expenditure	Revenue	Expenditure	Revenue		
Enterprise Fund						
Sanitation Administration	1,571,654	5,988,400	2,055,599	6,167,000	483,945	30.79%
Sanitation Construction & Maintenance	266,570	-	309,735	-	43,165	16.19%
Sanitation Collection System Containers	914,816	-	1,861,487	-	946,671	103.48%
Sanitation Collection System Handloads	1,945,888	-	1,604,911	-	(340,977)	-17.52%
Sanitation Tilt Frame Containers	1,360,103	-	828,340	-	(531,763)	-39.10%
Total	**6,059,031**	**5,988,400**	**6,660,073**	**6,167,000**	**601,042**	**9.92%**

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SANITATION PERSONNEL

	FY 2023 Budget	FY 2024 Budget	FY 2025 Adopted Budget
FT	**Number**	**Number**	**Number**
Admin Asst - Public Works	-	-	1
Leadworker - Sanitation	2	2	2
Office Asst I - Sanitation	1	-	-
Office Asst II	-	1	1
Sanitation Foreman	1	1	1
Sanitation Relief Driver	3	2	2
Sanitation Repair Worker I	1	1	1
Sanitation Repair Worker II	1	1	1
Sanitation Superintendent	1	1	1
Truck Driver-Sanitation	14	15	15
Total	**24**	**24**	**25**

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WASTEWATER

Enterprise — Wastewater Fund

MISSION STATEMENT

Provide cost effective and efficient collection, maintenance and treatment of wastewater and stormwater in compliance with State and Federal regulations to protect public health, the environment and the many uses of the Snake River.

FUND DESCRIPTION

The Wastewater Fund generates revenue from monthly utility payments and connection fees from new development. These revenues support all activities associated with wastewater and stormwater collection and treatment.

CORE SERVICES

The Wastewater Division is responsible for the maintenance, cleaning and inspection of the sanitary sewer and stormwater infrastructure within the city. The Division ensures that the conveyance systems are working properly to mitigate flooding and property damage. The Division is also responsible for maintaining compliance with Federal and State requirements in conjunction with the Clean Water Act.

ACCOMPLISHMENTS FOR FY 2023/2024

- Design and bidding of Shelley Street & North Boulevard Storm Lift Station.
- Applewood sanitary sewer lift station upgrades.
- Sludge Dewatering project.
- Septage receiving improvements.
- Sewer line rehabilitation approaching 16,300 linear feet.
- Successful collection and treatment of 9.6 million gallons of sanitary sewage daily.

ACTIVITY DESCRIPTION

- Inspection and maintenance of the sanitary sewer system.
- Inspection and maintenance of the storm sewer system.
- Operation and maintenance of the Wastewater Treatment Plant.

OBJECTIVES FOR FY 2024/2025

- Study effects of dewatering decant on Plant processes and start design of CleanB Digestive System.
- Continued sewer line rehabilitation to address aging infrastructure.
- Update aging sanitary and storm lift stations.

FUTURE OPPORTUNITIES/ISSUES

Continue to pursue available grant opportunities.

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MAJOR BUDGET CHANGES FOR FY 2024-25

- Create a Lift station Pump Crew and add 2 full-time employees to ensure necessary maintenance work is completed annually.
- Secondary system evaluation after the implementation of new dewatering processes
- Begin design of CleanB digestion project.

WASTEWATER SUMMARY BY CATEGORY

WASTEWATER TOTAL	FY 2022 Actual	FY 2023 Actual	FY 2024 Adopted Budget	FY 2025 Adopted Budget
REVENUE				
Intergovernmental Revenue	-	143,264	-	-
Charges For Services	13,781,201	13,946,812	13,125,000	14,561,000
Investment Income	(790,898)	1,059,425	560,000	660,000
Rentals & Leases	8,000	8,032	8,000	8,000
Miscellaneous	111,919	4,700	50,000	-
Non Revenue Transfer	2,015,087	2,741,629	-	-
Total	**15,125,309**	**17,903,862**	**13,743,000**	**15,229,000**
EXPENSES				
Salaries And Wages	2,113,133	2,544,021	2,434,319	2,631,308
Benefits	908,283	1,030,723	1,159,747	1,403,487
Current Operating Expense	4,761,998	5,038,558	6,091,104	7,067,242
Capital Outlay	1,333,854	2,043,841	15,178,696	8,205,000
MERF Expenditures	-	428,000	-	-
Debt Service	184,347	2,680	1,100,000	1,100,000
Interfund Transfers	(40,415)	(38,834)	-	-
MERF Allocation	334,600	-	-	-
Total	**9,595,800**	**11,048,990**	**25,963,866**	**20,407,037**

WASTEWATER SUMMARY BY DIVISION

Division	FY 2024 Adopted Budget		FY 2025 Adopted Budget		$ Change Expenditure	% Change Expenditure
	Expenditure	Revenue	Expenditure	Revenue		
Enterprise Fund						
Wastewater Administration	3,678,389	13,743,000	4,400,920	15,229,000	722,531	19.64%
Wastewater Collection System Operation & Maintenance	1,321,300	-	1,529,000	-	207,700	15.72%
Wastewater New Construction	3,151,300	-	2,451,980	-	(699,320)	-22.19%
Wastewater Storm Drainage Operation & Maintenance	1,150,900	-	1,153,200	-	2,300	0.20%
Wastewater Treatment Plan Operation & Maintenance	16,661,977	-	10,871,937	-	(5,790,040)	-34.75%
Total	**25,963,866**	**13,743,000**	**20,407,037**	**15,229,000**	**(5,556,829)**	**-21.40%**

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WASTEWATER PERSONNEL

	FY 2023 Budget	FY 2024 Budget	FY 2025 Adopted Budget
FT	**Number**	**Number**	**Number**
Admin Asst - Public Works	-	-	1
Chief Operator-Wastewater Trmt	1	1	1
Collection Sys Equip Operator	3	2	2
Collection Sys Oprtr In-Trning	-	3	3
Collection System Lead Oper.	1	1	1
Collection System Operator	5	5	5
Lab Supervisor	1	1	1
Lab Technician	2	2	2
Laborer - Treatment Plant	3	1	2
Maintenance Mechanic	1	-	-
Office Asst I - Sewer	1	-	-
Pretreatment Monitor	1	1	1
Treatment Plant Operator I	5	6	6
Treatment Plant Operator II	2	4	3
Treatment Plant Operator III	3	3	3
Truck Driver-Wastewater	2	-	-
Wastewater Collection Foreman	1	1	1
Wastewater Service Inspector	1	1	1
Wastewater Superintendent	1	1	1
Wastewater Trtment Plt Foreman	1	1	1
WWTP OIT	-	3	4
Total	**36**	**35**	**39**

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IDAHO FALLS POWER

Enterprise — Idaho Falls Power Fund

MISSION STATEMENT

A Customer-owned utility dedicated to providing value driven, safe, reliable, and high-quality services.

FUND DESCRIPTION

- Idaho Falls Power (IFP) is the City department that provides electric service to citizens and businesses in the City of Idaho Falls. To provide this service IFP maintains an electric distribution system, transmission lines, substations, and electric generation plants.
- IFP accomplishes its mission by maintaining a highly skilled workforce which provides expert construction and maintenance capabilities. This skilled workforce is supported by administration, engineering, and other support staff which budget and plan the necessary work to maintain, improve and grow IFP's infrastructure.
- This is complemented by IFP's customer service.
- IFP also provides other ancillary services such as maintenance of the traffic signals and operations and construction of a fiber optic system.

CORE SERVICES

IFP's core service is to provide cost effective electric energy with a high level of reliability.

ACCOMPLISHMENTS FOR FY 2023/2024

DOWNTOWN ALLEYWAYS

- There are numerous reasons for undergrounding the downtown alley infrastructure (hardening the grid). There is a combination of old infrastructure, out of code primary and secondary issues, the need to upgrade to a more common secondary voltage, and to make the alleyways safer for the public. This upgrade ensures code compliance as well as increased functionality and reliability. The project included new underground conduit, CT cans, transformers, primary conductor, secondary conductor, streetlights and the removal of the existing overhead transformers, overhead primary conductor, overhead secondary conductor, and wood bracing. IFP received an OEMR grant for $375,000 to assist with this project.

UPPER PLANT RUNNER HUB AND CONTROLS UPGRADE

- The Upper Plant runner hub was at the end of its 20-year service life and was removed and dismantled along with the internal and mechanical components that were either replaced or machined to their original size and finish specifications. The control panels that control the function of the turbine, contained electro-mechanical switches and relays that were at their end of their service life.
- Replacements could not be sourced or repaired, therefore new control panels were constructed, installed, programmed, tested, and put into service November 2023.

17TH & WOODRUFF INTERSECTION

- This project included the removal of power poles, secondary poles, overhead transformers, and overhead secondary lines. New underground conduit, switch gear, transformers, primary conductor, secondary conductor, streetlights, and signals were installed, making this section of roadway more reliable and safer with no poles to be contacted by vehicles.

WESTSIDE SUBSTATION

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- Idaho Falls Power purchased two aging 161KV breakers from BPA and replaced them with new breakers and installed all new relays for the breakers, providing better control, reliability, and independence from BPA coordination.

PAINE SOUTH FEEDERS

- The new Paine substation distribution feeders have been constructed in a 3 and ⅞ mile trench with 50,000 feet of 6-inch conduit and 17,675 feet of 4-inch fiber conduit laid in 29 concrete vaults. The feeders run from the Paine substation into town near the Templeview substation and head out toward the Westside distribution feeders. 47,840 feet of 795 overhead conductor and 156,000 feet of 1100 primary conductor will be pulled in throughout the spring and summer of 2024.

FUTURE OPPORTUNITIES/ISSUES

- The future for IFP continues to be optimistic. IFP will be making a $37 million investment by adding a new local power generation plant continuing its long history of ensuring reliable and affordable energy. The Idaho Falls City Council, which also serves as the utility's governing board, recently voted to approve the construction contract with a local based company, ESI Construction. The contract will construct a 17.5-megawatt peaking plant that will provide dispatchable on-demand energy for the community during summer and winter peak energy usage periods.
- IFP has been awarded multiple federal grants to assist with their capital projects. IFP received grant funding for a $2M project to upgrade the City of Idaho Falls Downtown Alleys. IFP also received grant funding for a $3.7M Electric Vehicle charging station project. IFP will install four fast charging stations and eight level two charging stations at four different locations in the City of Idaho Falls.
- The ongoing supply chain issues and significant changes to the demand for the continued growth of single family and multi-family housing present potential concerns for the utility. IFP continues to have a significant amount of system upgrades planned that have been delayed due to the past several years of major growth.

MAJOR BUDGET CHANGES FOR FY 2024-25

- 3 new FTE'S totaling $341,000
- Employee' pay increase
- O&M Work Orders $435,000 to $882,500 89% increase
  - $80,000 City Plant Instrumentation for Flow Meters
  - $25,000 City and Lower Plants Disconnects for the Air Compressors
  - $10,000 Gem State Drain Pit Probes (replace mercury switches)
  - $40,000 City Plant Slip Ring Machining
  - $100,000 Dam #1 RTAC w/PLC and End Coders Upgrade
- Professional Services $1,023,200 to $1,385,200 35% increase
  - $25,000 ODSP External Audit
  - $70,000 Gem State Inflow Design Flood Analysis
  - $65,000 City Plant underwater inspection
  - $100,000 WECC Testing for Westside, Harrison, York
  - $25,200 Proven Compliance (reliability compliance consultant)
  - $75,000 WECC Reliability Standards Audit Preparation
- Interfund Transfers $2,658,517 to $3,103,319 17% Increase
- Software – budgeted $900,000 for CIS and ERP software upgrades
- PILOT $4,171,565 to $4,426,082 6% increase
- Power Supply Cost $40,040,513 to $38,986,040 -3% decrease – Have control of 100% generation from Gem State
- Auto Equipment $616,000 to $1,143,000 86% increase – Bucket Truck and Digger Derrick

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- Capital Improvement Projects $26,520,500 to $38,802,500 46% increase - Includes $30M for the Yellowstone Peaking Plant which will be offset by the IERA bond

IDAHO FALLS POWER SUMMARY BY CATEGORY

		FY 2022 Actual	FY 2023 Actual	FY 2024 Adopted Budget	FY 2025 Adopted Budget
REVENUES					
Intergovernmental Revenue		-	75,000	-	1,015,000
Charges For Services		70,880,218	74,273,495	72,114,100	73,651,033
Investment Income		(866,875)	1,785,996	1,000,000	1,190,000
Rentals & Leases		107,314	119,507	144,000	142,000
Miscellaneous		320,930	1,305,357	1,006,000	840,000
Non Revenue Transfer		1,827,899	-	11,350,000	30,000,000
	Total	**72,269,487**	**77,559,355**	**85,614,100**	**106,838,033**
EXPENSES					
Salaries And Wages		8,930,143	9,212,364	9,403,907	10,175,504
Benefits		2,871,919	3,079,149	3,416,941	4,160,149
Current Operating Expense		43,482,977	50,402,997	53,853,152	56,261,048
Capital Outlay		15,775,310	9,606,263	26,835,488	38,935,000
MERF Expenditures		-	6,695	586,000	1,213,000
Debt Service		775,949	719,639	-	-
Interfund Transfers		(151,014)	(669,647)	-	-
MERF Allocation		212,100	-	35,000	-
	Total	**71,897,384**	**72,357,459**	**94,130,488**	**110,744,700**

IDAHO FALLS POWER SUMMARY BY DIVISION

	FY 2024 Adopted Budget		FY 2025 Adopted Budget			
Division	**Expenditure**	**Revenue**	**Expenditure**	**Revenue**	**$ Change Expenditure**	**% Change Expenditure**
Enterprise Fund						
Idaho Falls Power Bulb Turbine Generation	15,943,561	-	35,121,336	-	19,177,775	120.29%
Idaho Falls Power Gem State Generation	860,278	-	57,000	-	(803,278)	-93.37%
Idaho Falls Power Purchased Power	40,040,512	5,535,718	38,986,040	6,172,690	(1,054,472)	-2.63%
Idaho Falls Power Transmission Expense	1,717,830	-	1,954,681	-	236,851	13.79%
Idaho Falls Power Distribution Expense	15,004,028	-	11,386,280	-	(3,617,748)	-24.11%
Idaho Falls Power Customer Accounts	1,886,490	-	1,842,195	35,000	(44,295)	-2.35%
Idaho Falls Power Operations Technology	5,668,875	-	5,312,172	-	(356,703)	-6.29%
Idaho Falls Power Admin & Gen-General	8,046,053	80,078,382	9,638,673	100,630,343	1,592,620	19.79%
Idaho Falls Power Admin & Gen-Warehouse	476,600	-	642,088	-	165,488	34.72%
Idaho Falls Power Admin & Gen-Engineering	2,206,267	-	2,084,470	-	(121,797)	-5.52%
Idaho Falls Power Admin & Gen-Energy Serv.	2,022,990	-	3,153,728	-	1,130,738	55.89%
Idaho Falls Power Traffic	257,004	-	566,038	-	309,034	120.24%
Total	**94,130,488**	**85,614,100**	**110,744,700**	**106,838,033**	**16,614,212**	**17.65%**

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IDAHO FALLS POWER PERSONNEL

	FY 2023 Budget	FY 2024 Budget	FY 2025 Adopted Budget
FT	**Number**	**Number**	**Number**
Accountant	-	-	1
Admin Asst - Power	1	1	1
Apprentice Generation Mechanic	2	4	2
Apprentice Meter Technician	-	1	1
Asst. General Manager - Elec	1	1	1
Broadband System Network Administrator	-	-	1
Business Analyst	1	1	1
Chief Financial Officer	1	1	1
Community Relations Coordinator	1	1	1
Customer Service Manager	1	1	1
Customer Service Rep - Power	2	2	2
Design Services Manager	1	1	1
Electric Design Technician	4	5	4
Electric Generation Supt	1	-	-
Electric Lineman Apprentice	2	4	3
Electrical Engineer	2	2	2
Electrician Foreman	1	-	1
Energy Specialist	1	1	1
Engineering & Compliance Mgr	1	1	1
Executive Asst - Power	1	1	1
Facility Services Manager	1	2	-
General Manager	1	1	1
Generation Superintendent-CDSE	-	1	1
GIS Analyst - Electric	1	-	-
GIS Specialist	-	1	1
GIS Supervisor - Electric	1	1	1
Generation Mechanic	5	2	4
Generation Mechanic - Foreman	-	1	1
Journey Electrician	6	6	5
Journey Lineman	10	9	10
Journeyman Meter Technician	1	1	1
Key Accounts Manager	-	1	1
Lead Communications Tech	1	1	-
Lead Meter Tech	1	-	-
Lead Meter Technician	1	1	1
Line Crew Foreman	3	3	3
Materials Manager	-	-	1
Metering Utility Worker	1	1	-
Network & Security Specialist	1	1	2
Operations Technology Manager	1	1	1
Power & Dispatch Manager	1	1	1
Serviceman	-	-	1
Serviceman	1	1	1
Sr. Civil Engineer - Cdse	1	-	-
Substation Foreman	1	1	1
Substation Technician	1	3	3
Substation Technician Journey	1	1	1
System Dispatcher	5	5	5
Systems Engineer	1	1	1
T&D Superintendent	1	1	1
Traffic Engineer	1	1	1
Traffic Foreman	-	1	1
Traffic Engineering Technician	-	-	1
Utility Helper II - Electric	2	-	-
Warehouse Operations Asst	1	1	1

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Warehouse Utility Helper		-	2	2
	Total	**74**	**77**	**82**

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FIBER

Enterprise — Fiber Fund

MISSION STATEMENT

Idaho Falls Fiber is an open access community-owned fiber optic network that delivers an amazing service by

- Offering a reliable, high-quality fiber optic network that delivers the bandwidth both businesses and residents require.
- Offering internet services with local and regional internet service providers
- Being a regional price leader.
- Giving superior customer service and support.

CORE SERVICES

- Dark Fiber Leasing (8 ISP's leasing fiber from City).
- FTTH network services with up to 1 Gig Residential and 10Gig business speeds.
- 6 ISPs providing service on Idaho Falls Fiber open access network.

ACCOMPLISHMENTS FOR FY 2024/2025

- Finalizing construction of the FTTH network.
- On schedule to have passed by approximately 29,000 customers by the end of 2024.
- On schedule to have connected 9,000 customers by the end of 2024.
- Over 1,000 customers have been installed since the first of the year.
- Designed (in house) FTTH network build for 2/3 of the City.
- Connection to all State of Idaho Traffic intersections with fiber.

OBJECTIVES FOR FY 2024/2025

- FTTH Project Completion
- Add an additional 2000 customers to Idaho Falls Fiber Network
- Focus connecting MDU's to lit network.

FUTURE OPPORTUNITIES/ISSUES

- Public Wi-Fi
- Smart City

ACCOMPLISHMENTS FOR FY 2024/2025

- Overtime $40,000 to $65,000 63% increase
- Professional Services $2,500 to $1,500 40% decrease
- Interfund Transfers $111,131 to $185,291 67% increase
  - City Council $0 to $11,947
  - City Clerk $0 to $7,800
  - Finance $61,049 to $93,390 53% increase
  - IT $8,950 to $14,879 66% increase

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  - Treasurer $4,481 to $8,334 86% increase
  - Utilities $18,768 to 29,436 57% increase
- ICRIMP Insurance $9,395 to $77,675 727% increase
- Personnel Training $2,500 to $4,000 60% increase – NWPPA Training
- Repair & Mtnce Building $10,000 to $20,000 100% increase – Fiber Hut
- Non-City Mtnce $18,000 to $0 100% decrease – moved to software
- PILOT $0 to $168,126 100% increase
- Capital $5,000,000 to $3,000,000 40% decrease
- Auto Equipment $65,000 to $254,079 – Bucket Truck

FIBER SUMMARY BY CATEGORY

FIBER ADMINISTRATION	FY 2022 Actual	FY 2023 Actual	FY 2024 Adopted Budget	FY 2025 Adopted Budget
REVENUE				
Investment Income	(16,494)	16,462	30,000	20,000
Rentals & Leases	977,385	1,058,662	1,200,000	1,200,000
Miscellaneous	(1,195)	-	-	-
Non Revenue Transfer	18,900	-	-	-
Charges For Services	1,559,917	2,448,742	3,411,700	4,543,600
Division Total	**2,538,513**	**3,523,866**	**4,641,700**	**5,763,600**
EXPENSES				
Salaries And Wages	704,925	744,235	833,473	917,594
Benefits	257,039	295,280	350,511	423,525
Current Operating Expense	557,370	709,846	756,975	1,104,880
Capital Outlay	5,059,043	6,369,115	5,000,000	3,000,000
MERF Allocation	18,900	-	-	-
MERF Expenditures	-	-	65,000	254,079
Debt Service	81,352	81,352	-	-
Interfund Transfers	(2,989)	(12,343)	-	-
Division Total	**6,675,640**	**8,187,485**	**7,005,959**	**5,700,078**

FIBER SUMMARY BY DIVISION

Division	FY 2024 Adopted Budget		FY 2025 Adopted Budget		$ Change Expenditure	% Change Expenditure
	Expenditure	Revenue	Expenditure	Revenue		
Enterprise Fund						
Fiber Administration	7,005,959	4,641,700	5,700,078	5,763,600	(1,305,881)	-18.64%
Total	**7,005,959**	**4,641,700**	**5,700,078**	**5,763,600**	**(1,305,881)**	**-18.64%**

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FIBER PERSONNEL

	FY 2023 Budget	FY 2024 Budget	FY 2025 Adopted Budget
FT	**Number**	**Number**	**Number**
Commun. & Splicing Foreman	-	-	1
Communication & Splicing Tech	4	3	4
Communications Tech III	3	1	1
Communications Technician I	1	1	1
Communications Technician II	-	1	1
Groundman	-	1	-
Journey Lineman	-	1	1
Total	**8**	**8**	**9**

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NON-DEPARTMENTAL

General Fund — Non-departmental

NON-DEPARTMENTAL SUMMARY BY CATEGORY

NON-DEPARTMENTAL	FY 2022 Actual	FY 2023 Actual	FY 2024 Adopted Budget	FY 2025 Adopted Budget
REVENUE				
Taxes And Franchises	31,549,888	33,477,143	35,703,246	38,323,728
Intergovernmental Revenue	13,689,027	13,962,885	15,503,919	14,618,703
Investment Income	(761,616)	798,077	610,000	775,000
Contributions & Donations	-	-	110,000	110,000
Miscellaneous	35,765	80,959	140,000	220,000
Non Revenue Transfer	(452,842)	3,667,604	-	(224,000)
Division Total	**44,060,221**	**51,986,667**	**52,067,165**	**53,823,431**
EXPENSES				
Current Operating Expense	-	976,940	-	-
Division Total	**-**	**976,940**	**-**	**-**

NON-DEPARTMENTAL SUMMARY BY DIVISION

	FY 2024 Adopted Budget		FY 2025 Adopted Budget			
Division	Expenditure	Revenue	Expenditure	Revenue	$ Change Expenditure	% Change Expenditure
General Fund						
Non-Departmental	-	52,067,165	-	54,297,431	-	
Total	**-**	**52,067,165**	**-**	**54,297,431**	**-**	**0.00%**

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BUDGETARY

Budgetary Contingency

BUDGETARY SUMMARY BY CATEGORY

BUDGETARY	FY 2022 Actual	FY 2023 Actual	FY 2024 Adopted Budget	FY 2025 Adopted Budget
EXPENSES				
Current Operating Expense	-	-	21,448,193	29,000,000
Division Total	**-**	**-**	**21,448,193**	**29,000,000**

BUDGETARY BY DIVISION

Division	FY 2024 Adopted Budget		FY 2025 Adopted Budget		$ Change Expenditure	% Change Expenditure
	Expenditure	Revenue	Expenditure	Revenue		
Non-Departmental	21,448,193	-	29,000,000	-	7,551,807	35.21%
Total	**21,448,193**	**-**	**29,000,000**	**-**	**7,551,807**	**35.21%**

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INTERNAL SERVICES/FUND BUDGETS

RISK MANAGEMENT

Risk Management Fund

SELF-INSURANCE	FY 2022 Actual	FY 2023 Actual	FY 2024 Adopted Budget	FY 2025 Adopted Budget
REVENUE				
Investment Income	(99,099)	132,901	75,000	120,000
Miscellaneous	217,351	272,960	155,000	355,000
Non Revenue Transfer	1,618,057	2,268,131	2,800,000	3,050,000
Division Total	**1,736,309**	**2,673,992**	**3,030,000**	**3,525,000**
EXPENSES				
Salaries And Wages	-	55,858	63,902	67,558
Benefits	-	20,447	24,579	27,734
Current Operating Expense	1,983,137	2,188,479	5,800,000	6,635,000
Division Total	**1,983,137**	**2,264,785**	**5,888,481**	**6,730,293**

2024/25 ADOPTED RISK MANAGEMENT DEPARTMENT BUDGET

	FY 2024 Adopted Budget		FY 2025 Adopted Budget			
Division	Expenditure	Revenue	Expenditure	Revenue	$ Change Expenditure	% Change Expenditure
Internal Services Budgets						
Self-Insurance	5,888,481	3,030,000	6,730,293	3,525,000	841,812	14.30%
Total	**5,888,481**	**3,030,000**	**6,730,293**	**3,525,000**	**841,812**	**14.30%**

RISK MANAGEMENT Personnel	FY 2023 Budget	FY 2024 Budget	FY 2025 Adopted Budget
FT	**Number**	**Number**	**Number**
Safety & Training Program Coordinator	-	1	1
Total	**-**	**1**	**1**

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HEALTH INSURANCE

Health Insurance Fund

HEALTH INSURANCE	FY 2022 Actual	FY 2023 Actual	FY 2024 Adopted Budget	FY 2025 Adopted Budget
REVENUE				
Investment Income	(116,075)	154,236	150,000	100,000
Division Total	**(116,075)**	**154,236**	**150,000**	**100,000**
EXPENSES				
Benefits	-	-	-	160,000
Current Operating Expense	10,000	5,242	100,000	-
Division Total	**10,000**	**5,242**	**100,000**	**160,000**

2024/25 ADOPTED HEALTH INSURANCE DEPARTMENT BUDGET

	FY 2024 Adopted Budget		FY 2025 Adopted Budget			
Division	Expenditure	Revenue	Expenditure	Revenue	$ Change Expenditure	% Change Expenditure
Internal Services Budgets						
Health Insurance	100,000	150,000	160,000	100,000	60,000	60.00%
Total	**100,000**	**150,000**	**160,000**	**100,000**	**60,000**	**60.00%**

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GLOSSARY

GLOSSARY

OF BUDGETING AND FINANCE TERMS BY IDAHO ASSOCIATION OF CITIES

1 PERCENT INITIATIVE (TAX) – A property tax limitation initiative brought to a statewide vote in 1978, 1992 and 1996. Idaho voters approved the original initiative in 1978, but defeated the others. The initiative aimed to restrict aggregate property taxes to no more than 1 percent of taxable market value for a particular property. The 1978 initiative was drastically amended by the Idaho Legislature and never fully went into effect—however, lawmakers did impose strict property tax limits on local governments including a 5 percent cap on property tax budget increases which was in place from 1980 to 1991.

3-LEGGED STOOL (TAX) – Shorthand commonly used to describe Idaho's state and local government tax structure, which has fairly equal reliance on three major revenue sources: sales, income and property taxes.

3 PERCENT CAP (TAX) – Idaho's prior property tax cap that was replaced by the current 8 Percent Cap in 2021. The law that limits increases in local government property tax levies to 3 percent over the highest levy of the preceding three years, plus growth factors for new construction and annexation. The 3 Percent Cap does not restrict voter approved bonds or levies. The law was sponsored by Governor Phil Batt and was passed by the 1995 Idaho Legislature.

ACCRUAL (FINANCE) – A method of accounting that recognizes the financial effect of transactions, events and interfund activities when they occur, regardless of the timing of related cash flows.

AD VALOREM (TAX) – Formal term for property tax; literally, "according to value." It is a tax on the value of real property (land, buildings and any fixtures attached to buildings) and personal property (equipment, furniture, etc., not attached to real property).

AGENCY FUNDS (FINANCE) – One of four types of fiduciary funds. Agency funds are used to report resources held by the reporting government in a purely custodial capacity (assets equal liabilities). Agency funds typically involve only the receipt, temporary investment, and remittance of fiduciary resources to individuals, private organizations, or other governments.

AGRICULTURAL EXEMPTION (TAX) – Also known as the "speculative value exemption." The exemption provides that the value of agricultural land for development is exempt for purposes of determining its taxable market value. The policy rationale for the exemption is that it encourages preservation of agricultural land.

ANNEXATION (TAX) – Cities are allowed to increase the property tax portion of their budgets up to 3 percent over the highest levy of the prior three years, plus growth factors for annexation and new construction. The amount of the levy for annexation is determined by applying the prior year's nonexempt levy rate to the value of properties annexed to the city during the previous calendar year. The values are obtained from the county assessor and the state tax commission (for operating property).

APPROPRIATION ORDINANCE (FINANCE) – The appropriation ordinance is approved by the city council and provides the legal authority for expenditure of city funds up to the specified amount for each fund or department during the upcoming fiscal year.

ASSESSED MARKET VALUE (TAX) – In Idaho, property is assessed at full market value using comparable sales or construction cost data. Every parcel within the county is reassessed on a scheduled basis, usually every five years. Assessed market value is the full market value determined by the county assessor (or the state Tax Commission, in the case of operating property). Taxable market value is the assessed market value less any applicable exemptions, such as the homeowner's, agricultural or personal property exemption.

ASSESSMENT (TAX) – In Idaho, property is assessed at full market value using comparable sales or construction cost data. Every parcel within the county is reassessed on a scheduled basis, usually every five years. In years when a property is not reassessed its value is adjusted according to a formula to reflect current market conditions.

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ASSESSMENT RATIO (TAX) – Some states have assessment ratios, whereby properties are assessed at a certain percentage of market value. Since 1982, Idaho properties have been assessed at 100 percent of their current market value.

ASSESSOR, COUNTY (GOVERNMENT) – The county official charged with assessment of all real and personal property in the county (except operating property), which forms the basis for property tax levies by local governments.

ASSETS (FINANCE) – Property that has monetary value.

AUDIT (FINANCE) – An examination of an entity's accounting system, review of its authority to carry out activities, the presence of adequate controls against fraud and misuse of public funds, and "to attest to the fairness of management's assertion in the financial statements or to evaluate whether management has efficiently and effectively carried out its responsibilities."

BALANCED BUDGET (FINANCE) – All governmental entities in Idaho are required to adopt a balanced budget. They succeed when planned (budgeted) expenditures and revenues match. The term is often misunderstood, because it doesn't necessarily require that the books balance at $0 when the fiscal year ends. It simply means that the state or local government cannot plan to run a deficit during the fiscal year. Options such as holdbacks, spending reserves and borrowing exist to prevent governments from going in the red.

BALANCED TAX STRUCTURE (TAX) – Idaho has one of the nation's most "balanced" tax structures, which means that it has thoroughly hedged its bets, spreading the tax load primarily around income, property and sales taxes. In good times, the elasticity of income and sales taxes allow for budget expansion; in bad times, property tax revenues provide some stability. States that lack one or more of these basic types of taxes (such as Oregon, which does not have a sales tax, or Washington, which does not have an income tax) are said to have unbalanced tax structures. See 3-legged stool.

BASE BUDGET (FINANCE) – The expenditure and revenue base budget reflects ongoing costs and revenues for services that are reasonably anticipated to be provided in the future. One-time costs and revenues do not generally become part of the base budget. New ongoing commitments (such as additional facilities to maintain or new personnel to support added services) and new ongoing funding sources become part of the base and therefore their impact on future budgets must be considered.

BASIS OF ACCOUNTING (FINANCE) – The timing of recognition, that is, when the effects of transactions or events should be recognized for financial reporting purposes. For example, the effects of transactions or events can be recognized on an accrual basis (when the transactions or events take place) or on a cash basis (when cash is received or paid).

BIENNIAL BUDGETING (FINANCE) – Some cities, notably Boise, utilize two-year (biennial) budgets. The process avoids the need for extensive budget preparation every year and improves productivity. Idaho statute requires cities to adopt annual budgets — therefore, every year the city must go through the process of approving the tentative budget, advertising and holding the budget hearing and adopting the appropriations ordinance. However, additional budget development work is largely eliminated for the second year of the two-year budget.

BOND (FINANCE) – A written promise, generally under seal, to pay a specified sum of money, called the par value or principal, at a specified date or dates in the future (the "date of maturity") together with periodic interest at a specified rate. There are two major types of bonds. General obligation bonds commit the full faith and credit of the entity to repay the bonds. Given this level of commitment interest rates are relatively low and are tax exempt for public purposes. Revenue bonds are paid off with revenue generated by the facility financed by the bonds (as in the case of an airport, civic center or sewer project). Both types of borrowing are addressed in Article VIII, Section 3 of the Idaho Constitution. General obligation bonds require two-thirds voter approval and typically are redeemed out of a special property tax levy dedicated for that purpose.Revenue bonds for water, sewer and electrical facilities require simple majority voter approval — revenue bonds to finance airport facilities do not require voter approval. Once bonds are

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approved, some entities issue bond anticipation notes to begin the up-front cash flow for the project — the notes are repaid when the bonds are sold. Cities, counties and some special districts can also issue local improvement district bonds, which do not require an election.

BOND COUNSEL (FINANCE) – These advisers to local governments issuing bonds examine the legal authority of the entity to issue the obligation, the validity of the obligation, source of funds, and whether interest is tax-exempt for the bondholder. Potential bondholders rely heavily on the bond counsel opinion.

BOND RATING (FINANCE) – The rating established by a rating company (such as Fitch, Moody's or Standard & Poor's) that assesses a city's financial stability, resources and capacity to repay the issued debt by evaluating the organization's administrative management, financial management, debt load and local economy.

BUDGET (FINANCE) – Idaho Code provides a budget adoption process that all cities must follow each year. The council approves a tentative budget, which sets a ceiling on aggregate expenditures and the city's property tax levy. Following a public hearing, the city approves the appropriation ordinance for the upcoming fiscal year, which provides the legal authority for expenditure of city funds up to the specified amount for each fund or department.

BUDGET CYCLE (FINANCE) – Related to, but not the same as, the fiscal year. A budget cycle refers to the planning, proposal, public hearing and adoption schedule public entities use in developing their budgets.

BUDGET HEARING (FINANCE) – The council must hold a public hearing on the budget and legal notice must be published twice in the official city newspaper at least seven days apart. The hearing must occur prior to the city's certification of its property tax levy to the county commissioners (which must happen by the Thursday preceding the second Monday in September). The notice of public hearing must include: the date, time and place of the budget hearing; the proposed expenditures and revenues by fund or department for the upcoming fiscal year, the budgeted revenues and expenditures for the current fiscal year, and actual revenues and expenditures from the prior fiscal year; and the estimated property tax and non-property tax revenues for the upcoming fiscal year. At the hearing, any interested person may testify concerning the proposed budget.

BUDGET TRANSFER (FINANCE) – Occurs when a governmental entity moves money from one fund (spending category) to another. Unlike private businesses, most governments operate with many different types of funds that can be used only inspecific ways. Cities are prohibited from transferring revenues from certain dedicated funds, e.g. bond redemption, capital improvement or street funds, where revenues are restricted to specified purposes.

CAPITAL BUDGET (FINANCE) – The plan for future construction, repair, rehabilitation, renovation or purchase of capital facilities. The capital budget is based on a capital improvement plan, which is a multiyear (typically 5-year) plan for capital projects. Because capital projects often extend beyond the fiscal year, the city either appropriates the entire project cost in the initial fiscal year or identifies annual phases, which may be approved in future years if funding is available.

CAPITAL EXPENDITURES (FINANCE) – Purchases of facilities and equipment with a life cycle of more than 1 year, which cost more than a specified dollar amount.

CAPITAL IMPROVEMENT PLAN (FINANCE, GOVERNMENT) – A long-term plan for construction, repair, rehabilitation, renovation or purchase of capital assets having a useful life of more than 5 years. These activities may be planned for years ahead because of their cost and the need to juggle debt. Capital improvement plans identify the necessary improvements over a 5-year period; the timing of construction, repair or purchase; and the revenue sources to support the plan. CIPs assist local government officials in making basic decisions about the rate and direction of growth in their communities.

CASH FLOW (FINANCE) – A way to look at how revenues are received and the coordination required to deal with revenues that ebb and flow during different times of the fiscal year. For example, cities begin their fiscal year on the first day of October, but the vast majority of property tax revenue is received in January

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and July. Governments deal with this by carrying over revenues from the previous fiscal year or using tax anticipation notes, registered warrants, or some other short-term borrowing.

CENTRALLY-ASSESSED PROPERTY (TAX) – Most property is assessed by county assessors, but property of utilities and railroads is "centrally-assessed" by the Idaho Tax Commission.

CERTIFICATION OF PROPERTY TAX LEVY (TAX) – The council is required to certify the property tax levy (in dollars) to the county commissioners no later than the Thursday prior to the second Monday in September (unless granted an extension by the county commissioners, not to exceed seven working days). The certification must include taxes levied for payment of bonds and any special levies.

CIRCUIT BREAKER (TAX) – Also known as the Property Tax Reduction Program, this reduces property taxes on primary residences for homeowners who are low income, elderly, disabled, children, widow(ers), and the blind. The amount of relief is tied to income and applicants must make an annual application. Local governments are reimbursed through a state appropriation for lost revenues.

COLA (COST OF LIVING ALLOWANCE) (ACRONYM, FINANCE) – In governmental budgeting this usually refers to increases in employee pay and benefits to reflect the rising cost of living.

COMMUNITY DEVELOPMENT BLOCK GRANT (FINANCE) – A federal grant program under the U.S. Dept. of Housing & Urban Development, which provides funding for infrastructure and public facilities, rehabilitation of blighted urban areas, economic development and job creation, and other activities that benefit low to moderate income people. Principal cities of metropolitan statistical areas and other cities with populations of at least 50,000 receive "entitlement" funds allocated according to a formula that takes into account the local poverty level, population, housing overcrowding, age of housing and population growth compared to other metropolitan areas. Smaller cities are able to apply for grant funds on a competitive basis.

COMPREHENSIVE ANNUAL FINANCIAL REPORT (CAFR) (FINANCE) – The CAFR is the city's annual financial statement to its citizens outlining the financial health of the city. The report includes results of the completed fiscal year operations and the status of all city funds and account groups. It also includes a disclosure of the city's compliance with generally accepted accounting principles and governmental accounting and financial reporting standards as promulgated by the Governmental Accounting Standards Board.

COMPREHENSIVE PLAN (PLANNING) – A long term planning document used to guide the growth and development of a community. The plan is the result of public input, study and analysis of existing physical, economic, environmental and social conditions and a projection of expected future conditions. Idaho's Local Land Use Planning Act spells out specific elements that must be addressed in the comprehensive plan, including property rights, population, schools, economic development, land use, natural resources, hazardous areas, infrastructure and public services, transportation, recreation, housing, community design, implementation, etc. The plan serves as a guide for making land use changes, preparing implementing ordinances (including zoning and subdivision ordinances), and developing the capital improvement plan.

DEBT (FINANCE) – There are various types of indebtedness, short and long-term. The state and local governments are legally prohibited from deficit spending. They must adopt a balanced budget (a constitutional requirement for the state, and statutory for local governments). Certain types of indebtedness are permitted, including voter-approved general obligation bonds repaid with a special property tax levy, and revenue bonds that are repaid through revenues generated by the new public facility.

DEBT SERVICE (FINANCE) – The annual payments that are required to support debt issues including interest and principal payments.

DEBT SERVICE FUND (FINANCE) – Governmental fund type used to account for the accumulation of resources for, and the payment of, long-term debt principal and interest.

DEDICATED FUND (FINANCE) – Dedicated funds are established to ensure that revenues are used for specific purposes, usually defined by state law or local policy.

DEFICIT (FINANCE) – In public finance, when spending exceeds revenues.

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DELINQUENCY (TAX) – There is a statutory procedure for the handling of property tax delinquencies. Taxpayers have three years to pay off their property tax bill plus interest before the property is taken by the county in a tax deed. Local governments have varied policies on dealing with delinquent utility bills, such as termination of services, penalties, and interest.

EFFECTIVE TAX RATE (TAX) – The tax base of each property taxpayer is the taxable value after exemptions are applied. The effective tax rate is the actual tax divided by the tax base.

ELASTICITY (TAX) – The sensitivity of tax collections to changes in income and the economy. An "elastic" tax grows and shrinks in relation to economic growth and decline (the sales tax is an elastic tax). An "inelastic" tax is stable and does not fluctuate with the economy (property taxes are relatively inelastic).

ENCUMBRANCE (FINANCE) – Involves a commitment to spend, such as a purchase order or a contract. An encumbrance reserves part of the current year's budgeted amount and is released when the amount reserved is paid, which sometimes occurs in the next fiscal year.

ENTERPRISE FUNDS (FINANCE) – Public services that are self-supporting through user fees, most commonly water, sewer, and sanitation services.

EQUALIZATION (TAX) – Boards of county commissioners meet as boards of equalization to equalize assessments and act on appeals and claims for property tax exemptions. Once the equalization process is complete, the rolls are transmitted to the county auditor who prepares an abstract of all real and personal property to be submitted to the Idaho Tax Commission, which further reviews and equalizes all values.

EXEMPTION (TAX) – Property tax exemptions include the homeowner's exemption, speculative value of agricultural land, business inventory, livestock, business personal property, certain intangibles, and household goods. The circuit breaker is not an exemption — the state replaces lost revenues to local governments. There are also sales and income tax exemptions.

EXPENDITURE (FINANCE) – The spending of public funds by a city official, authorized by the appropriations ordinance.

EXPENDITURE FORECAST (FINANCE) – A prediction by a government budgeting official of how much the agency is expected to spend over a period of time.

FEE (FINANCE) – A payment charged by a local government for a service provided to a specific consumer. Fees constitute a growing portion of state and local budgets. The most commonly charged fees are for water and sewer service, recreation, building permits, dog licenses, etc. Public notice and hearing are required if new fees are established or existing fees are increased more than 5 percent. It is important to understand the distinction between a fee (which must be directly related to the cost of providing a specific service) versus a tax (a forced contribution for government services provided to the population at large). Taxes imposed by local governments must be specifically authorized by state law.

FIDUCIARY FUNDS (FINANCE) – Funds used to report assets held in a trustee or agency capacity for others and which cannot be used to support the government's own programs. The fiduciary fund category includes pension (and other employee benefit) trust funds, investment trust funds, private-purpose trust funds, and agency funds.

FISCAL YEAR (FINANCE) – The fiscal year for cities runs October 1 through September 30, which is the same for Idaho counties and the federal government. The state fiscal year runs July 1 through June 30. The fiscal year for cities and counties was changed in 1977 — prior to that time, cities and counties budgeted by the calendar year.

FORGONE REVENUE (TAX) – When a city levies less than the maximum amount of property taxes as allowed under the 3 Percent Cap, the forgone revenue accumulates and can be included in the tax levy in subsequent years. In order for the forgone revenue to accumulate, the city council must pass a resolution each year identifying what amount of the available forgone for that tax year that the city wishes to accrue. The procedure for levying for forgone revenue includes council adoption of a resolution indicating intent to levy for forgone revenue, the amount of forgone revenue to be levied, and the purpose for which the

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forgone revenue will be used. The city then publishes notice and holds a public hearing, which can be done in conjunction with the annual budget publication and hearing.

FRANCHISE FEES (UTILITY) – Utilities are charged a fee as part of being granted a franchise for use of the public right-of-way. Examples of services with franchise agreements include electricity, natural gas, cable television, etc.

FULL-TIME EQUIVALENTS (FINANCE) – Personnel resources are budgeted by position (which may be full-time or part-time). Positions are identified by their equivalence to a full-time position.

FUND (FINANCE) – An independent fiscal and accounting entity with a self-balancing set of accounts recording cash and/or other resources together with all related liabilities, obligations, reserves and equities that are segregated for the purpose of carrying on specific activities or attaining certain objectives.

FUND BALANCE (FINANCE) – Funds remaining at the end of the fiscal year that are carried over into the new fiscal year.

FUND CLASSIFICATIONS (FINANCE) – The three categories used to classify various types of funds: governmental, proprietary, and fiduciary.

FUND TYPE (FINANCE) – One of 11 classifications into which all individual funds can be categorized. Governmental fund types include the general fund, special revenue funds, debt service funds, capital projects funds, and permanent funds. Proprietary fund types include enterprise funds and internal service funds. Fiduciary fund types include pension (and other employee benefit) trust funds, investment trust funds, private-purpose trust funds, and agency funds.

GENERAL FUND (FINANCE) – This fund includes revenues that may be spent on a wide variety of governmental purposes, typically including administration, law enforcement, fire protection, planning and zoning, building, code enforcement, parks, etc. The Government Finance Officers Association definition: "The fund used to account for all financial resources, except those required to be accounted for in another fund."

GENERAL OBLIGATION BOND (FINANCE) – These bonds commit the full faith and credit of the government entity and are repaid by a special property tax levy. General obligation bonds must receive two-thirds supermajority voter approval and are used for major public facilities such as schools, city halls, jails and libraries.

GENERAL REVENUE SHARING (FINANCE) – One of the most popular federal programs among local officials, general revenue sharing was established in 1972. Few strings were attached to these federal moneys, which could be used for almost any lawful purpose. Some local governments used the money almost exclusively for capital outlay, while others relied heavily on the revenue for operating expenses. When the program ended in September 1986, local governments faced the difficult choice of increasing taxes or cutting programs. The Idaho Legislature responded in 1987 by providing additional state sales tax revenue sharing to cities and counties.

HARDSHIP EXEMPTION (TAX)– County commissioners acting as a board of equalization may exempt a petitioner from property tax if a taxpayer can make the case that paying the tax would cause an undue hardship. Each applicant must apply on or before June 20 annually. The taxpayer also has to document their financial condition.

HIGHWAY DISTRIBUTION ACCOUNT (FINANCE) –The Highway Distribution Account receives revenue from vehicle registration fees, state fuel taxes and various transportation-related fees. The revenue is allocated to the Idaho Transportation Department, Idaho State Police and local highway jurisdictions. Constitutional and statutory provisions require these revenues be used for construction, maintenance and repair of streets and bridges.

HOLD HARMLESS (LEGAL) – Proposals for reallocating state shared revenues typically include a hold harmless provision intended to ensure that no governmental entity receives less than they receive under the current formula, assuming there is no sharp reduction in total revenues or in the total distribution.

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HOMEOWNER'S EXEMPTION (TAX) –The homeowner's property tax exemption was originally passed by voter initiative in 1982. The exemption covers owner-occupied primary residences with up to one acre of land, exempting 50 percent of the value or $125,000, whichever is less.

ICRMP (IDAHO COUNTIES RISK MANAGEMENT PROGRAM) (ACRONYM) – ICRMP provides property and casualty insurance to over 600 cities, counties, special districts and other local government entities throughout Idaho. Started by the Idaho Association of Counties in 1985, it is now an independent public entity operated by a board of directors comprised of local government officials.

IMPACT FEE (FINANCE) – Proportionate sharing of the impact of new development on offsite improvements (streets, parks, police and fire stations, etc.). Impact fees are authorized under the Idaho Development Impact Fee Act. Cities, counties, and countywide highway districts may utilize the authority, but not school districts. The adoption of impact fees requires an extensive capital improvement planning process to identify necessary projects eligible for impact fee funding.

INCENTIVE REALLOCATION (FINANCE) – A key budget policy for encouraging efficiency in city departments. At year-end, a part of department savings is returned to the department for discretionary use. The uses are generally for productivity tools and other improvements.

INFLATIONARY INCREASE (GOVERNMENT) – In governmental budgeting, this refers to a built-in increase in budget levels to account for rising costs and prices.

INFRASTRUCTURE (GOVERNMENT) – The term has many dimensions, typically referring to the physical structures necessary to sustain a population base, such as bridges, roads, water and sewer, city halls and police and fire stations. The technical definition reads as follows: "Long-lived capital assets that normally are stationary in nature and normally can be preserved for a significantly greater number of years than most capital assets."

INVENTORY REPLACEMENT (TAX) – Refers to the property tax on business inventories, which was repealed when the state sales tax was instituted in the mid-1960s. The business inventory replacement program allocates a portion of state sales tax revenue to most nonschool taxing districts to reimburse them for the loss of these property tax revenues.

JUDICIAL CONFIRMATION (FINANCE) – Local governments in Idaho cannot incur debt beyond the fiscal year without a vote of the people, except for "ordinary and necessary expenses." Idaho statute allows government entities to seek prior approval from a judge confirming that a proposed expenditure is an ordinary and necessary expense.

LEVY (TAX) – A property tax, expressed as a rate or percent of value of the property.

LEVY LIMIT (TAX) – Restriction on the tax rate for particular funds authorized to levy property taxes. For example, the maximum levy rate to support city cemeteries is 0.0004. Levy limits work alongside, but independently of, the 3 Percent Cap on property tax revenues.

LIABILITIES (FINANCE) – Debt or other legal obligation arising out of transactions in the past, which must be liquidated, renewed or refunded at some future date. The term does not include encumbrances.

LID (LOCAL IMPROVEMENT DISTRICT) (ACRONYM, GOVERNMENT) – Areas in a city or county set up for financing of improvements that typically benefit property owners in a specific area (often for streets, curb and gutter, sidewalks, etc.). LIDs are created upon initiation of a petition from property owners or by resolution of the governing board. Local improvement districts levy assessments on property owners within the district in relation to the benefits derived from the improvements. LIDs may issue bonds and there is no requirement for a popular vote. Detailed procedures are set out in Idaho Code Title 50, Chapter 17 for operation of these districts.

LINE-ITEM BUDGETING (FINANCE) – Traditional, widely used budget format emphasizing budget control. The focus is on specific spending items that are included in a long laundry list. This format is mostly used in smaller jurisdictions. Larger entities frequently utilize more of a performance or program budgeting format.

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The line-item format works well for discussions of budgetary control, but not for resolving the broader questions of program priorities or effectiveness.

LINE-ITEM (FINANCE) – An individual expenditure within the budget.

LOCAL GOVERNMENT INVESTMENT POOL (FINANCE) – This program is administered by the State Treasurer's office. Local entities may invest by passing a resolution. By pooling their money local governments get the advantage of volume and more professional investment expertise. Money in this pool can be invested only in specified types of financial "paper." Money can be fairly easily withdrawn.

MAJOR FUND (FINANCE) – A governmental fund or enterprise fund reported as a separate column in the basic fund financial statements. The general fund is always a major fund. Otherwise, major funds are funds whose revenues, expenditures/expenses, assets or liabilities (excluding extraordinary items) are at least 10 percent of the corresponding total for all governmental or enterprise funds and at least 5 percent of the aggregate amount for all governmental and enterprise funds for the same item. Any other governmental or enterprise fund may be reported as a major fund if the government's officials believe that fund is particularly important to financial statement users.

MINIMUM WAGE (PERSONNEL) – Idaho law provides that the state conforms to the federal minimum wage, which is $7.25 per hour effective July 24, 2009. There are exceptions and special conditions.

MODIFIED ACCRUAL (FINANCE) – Basis of accounting according to which (a) revenues are recognized in the accounting period in which they become available and measurable and (b) expenditures are recognized in the accounting period in which the fund liability is incurred, if measurable, except for unmatured interest on general long-term debt and certain similar accrued obligations, which should be recognized when due.

NET GENERAL OBLIGATION DEBT (FINANCE) – General obligation debt reduced by amounts being paid with other than general resources (e.g., general obligation debt associated with proprietary funds and special assessment debt) as well as amounts available in sinking funds for debt repayment.

NEW CONSTRUCTION (FINANCE) – Cities are allowed to increase the property tax portion of their budgets up to 3 percent over the highest amount of the prior three years, plus growth factors for annexation and new construction. The values for new construction are determined by the county assessor, who is required to prepare a new construction roll. The values for new construction are certified by the county by the first Monday in June and are finalized the first Monday in August. The levy for new construction is determined by applying the prior year's nonexempt levy rate to the value of new construction in the city.

OBJECT OF EXPENDITURE (FINANCE) –Expenditure classifications within each organizational unit (department) –Objects of expenditure are used to classify the numerous line-items in the budget and include: salaries and wages, fringe benefits, professional services, travel and transportation, utilities, office supplies, industrial supplies, buildings and improvements, and furnishings and equipment.

OCCUPANCY TAX (TAX) – Taxes assessed for new properties, which are prorated for the portion of the year that the property is occupied. Because the tax is prorated it is less than the full fair market value of the property.

ONE-TIME MONEY (FINANCE) – Revenues that are the result of an unusual or singular occurrence and are not expected to recur in future years. Prudent budgeting dictates that such revenues be spent on one-time costs, such as purchase of equipment or new building construction, rather than ongoing programs or costs (such as salaries for permanent employees) that would need funding in future years.

OPERATING BUDGET (FINANCE) – The operating budget finances the day-to-day, current operations of government over the fiscal year. This is in contrast to the capital budget, which funds long-term projects on a multi-year basis.

OPERATING PROPERTY (TAX) – Most property is assessed by county assessors, but operating property owned by businesses such as utilities and railroads is centrally assessed by the Idaho Tax Commission. The money collected is then passed out in the counties where the centrally assessed property is located. Some of Idaho's strange county boundaries (such as the mostly unpopulated southeast dogleg of Blaine County)

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can be attributed to the attempt to be sure railroad properties were included within as many counties as possible.

ORDINARY AND NECESSARY EXPENSE (FINANCE) – Article VIII, Section 3 of the Idaho Constitution requires voter approval of multi-year debt or liabilities with the exception of "ordinary and necessary expenses authorized by the general laws of the state." Ordinary and necessary expenses may go through the process of judicial confirmation to ensure they meet the necessary criteria.

ORGANIZATIONAL UNIT (FINANCE) – Each major department in the government is classified (for budgeting purposes) as an organizational unit. Organizational units for cities would include: administration, police, fire, water, sewer, etc.

OVERLAPPING DEBT (FINANCE) – Proportionate share that property within a government must bear of the debts of other local governments located wholly or in part within the geographic boundaries of the reporting government. Except for special assessment debt, the amount of debt of each unit applicable to the reporting unit is arrived at by (1) determining what percentage of the total assessed value of the overlapping jurisdiction lies within the limits of the reporting unit, and (2) applying this percentage to the total debt of the overlapping jurisdiction. Special assesment debt is allocated on the basis of the ratio of assessments receivable in each jurisdiction, which will be used wholly or in part to pay off the debt, to total assessments receivable, which will be used wholly or in part for this purpose.

OWN SOURCE REVENUE (FINANCE) – Term often used in U.S. Census Reports to compare locally raised revenue with state or federal aid. Own source revenue includes taxes, fees, service charges, etc.

PERFORMANCE BUDGETING (FINANCE) – A budgeting format that focuses on efficiency. Performance measurements (such as dollar amount per lane-mile of road paved) are used as the basis for budgeting and comparing efficiency in service delivery with other jurisdictions. The criticism of this format is that efficiency is emphasized almost to the exclusion of effectiveness considerations. Decision makers understand how many miles of roads are being paved, but this format does not encourage discussion of effectiveness: which roads should be paved or should paving roads have priority over other services?

PERFORMANCE MEASURES (GOVERNMENT) – Specific, quantitative measures of work performed within a service unit or department, or results obtained through a program or activity. Performance measures include: output (activity or work units completed — i.e. number of lane-miles of streets swept); efficiency (rates of output to resources used—i.e. number of utility bills processed per hour); and outcomes and effectiveness (impact on customers—i.e. citizen ratings of city services).

PERSI (PUBLIC EMPLOYEE RETIREMENT SYSTEM OF IDAHO) (ACRONYM, PERSONNEL) –PERSI handles the massive retirement fund for employees of the state and many local governments, including all school districts. Its governing board, which meets monthly and oversees investment of the fund, is appointed by the governor.

PERSONAL PROPERTY (TAX) –For tax purposes, this term has a broad meaning which includes everything that is "not fastened to the earth, or screwed, bolted or welded to the wall or floor" (according to the Idaho Association of Counties County Handbook.) Also includes buildings on public lands.

PROGRAM BUDGETING (FINANCE) – A method of budgeting that treats the budget as a planning document, giving a clearer overview of the overall purposes to which the money will be put than the more control-oriented line-item format. By allocating funds on a program basis, elected officials can compare and prioritize programs.

PROGRESSIVE TAX (TAX) – A tax whose burden increases as the taxpayer's income increases, based on an ability to pay principle. Under it, in theory, higher income taxpayers pay more; lower incomes pay less. The model for this tax is the progressive income tax.

PROPERTY TAXES (TAX) – Also referred to as ad valorem ("according to value") taxes, property taxes comprise the most important general fund revenue source for local governments. Property taxes are levied on real and personal property. Increases in the property tax portion of a city's budget are limited to 3 percent over the highest amount of the prior three years, plus growth factors for new construction and annexation.

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REAL PROPERTY (TAX) – Idaho law establishes three classifications of property: real, personal and operating. For taxation purposes, real property is defined by Idaho Code as "land, and all standing timber thereon... and all buildings, structures and improvements, or other fixtures of whatsoever kind on land..."

REAPPROPRIATION (FINANCE) – The inclusion of a balance from the prior year's budget as part of the budget of the subsequent fiscal year. Reappropriation is common for encumbrances outstanding at the end of a fiscal year that a government intends to honor in the subsequent fiscal year.

REGRESSIVE TAX (TAX) – A tax that requires poor people to pay a higher proportion of their income than wealthier people. An unintended consequence of a regressive tax is that it can deny access to certain public services and programs for those who cannot afford to pay.

RESERVE (FINANCE) – An account used to indicate that a portion of fund equity is legally restricted for a specific purpose or not available for appropriation and subsequent spending.

RESERVE FOR CONTINGENCIES (FINANCE) – A budgetary reserve set aside for emergencies or other unforeseen expenditures.

RESORT CITIES TAX (TAX) – Resort cities with less than 10,000 population can adopt local option retail sales, alcohol by the drink and lodging taxes, provided they obtain 60 percent voter approval. To qualify the city must derive "the major portion of its economic well-being from businesses catering to recreational needs and meeting needs of people traveling to that destination city for an extended period of time."

REVENUE (FINANCE) – Funds received by the city as income, including tax payments, interest earnings, grants, and state sales tax revenue sharing.

REVENUE ANTICIPATION NOTES (FINANCE) –RANs are cash flow borrowings in the national municipal credit markets to allow the city to obtain funds to meet current obligations in advance of receipt of revenues. Idaho Code and federal arbitrage rules constrain the amount and timing of such borrowing.

REVENUE BOND (FINANCE) –Typically issued to fund improvements for local government enterprise operations including water, sewer, and airports. Unlike general obligation bonds, most do not require two-thirds voter approval—however, their interest rates are higher because the full faith and credit and taxing power of the governmental entity is not committed to repay the debt. Revenue bonds are paid off from the revenue generated by the new facility. Interest on revenue bonds used for public purposes is usually taxexempt.

REVENUE ESTIMATE (FINANCE) – Revenue estimation is critical in the budgeting process. Decision makers have to agree on revenue projections before they can proceed to put a budget together matching revenue to anticipated expenditures. All units of local government in Idaho are required to approve balanced budgets.

REVENUE NEUTRAL (FINANCE) – An action that will have no net effect on the amount of money received.

REVENUE SHARING (FINANCE) – Revenue sharing in Idaho can mean several different things. For some, it is a general term that includes all of the state shared revenues allocated to local governments, including: Highway Distribution Account, business inventory replacement revenues, local government revenue sharing, State Liquor Account, etc. To others it specifically refers to the City-County Revenue Sharing Program created in 1984, where a portion of state sales tax revenue is allocated to local governments on a formula basis. Half goes to the counties on a per capita basis, though there is a floor of $30,000 for each county. Half is allocated to the cities on the basis of taxable market value and population.

SALES TAX (TAX) – The sales tax was adopted by the Idaho Legislature in 1965 and affirmed by the voters in a statewide referendum in 1966. Initially it was 3 percent, but then it was increased "permanently" twice in the 1980s: to 4 percent in 1984 and then 5 percent in 1987. The last increase to 6 percent went into effect in October 2006. Sales tax revenues comprise a significant source of revenue for the state general fund. All but five states impose a sales tax; two of these five states border Idaho—Oregon and Montana.

SERVICE CHARGE (FINANCE) – Typically refers to a charge for water, sewer, sanitation and other enterprise operations of local governments. They are called charges (instead of taxes) because the charges must have a reasonable relationship to the cost of providing the services. Taxes are typically imposed for general revenue

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raising purposes. Charges are levied tomaintain operations on a self-supporting basis. Service charges for enterprise funds are often a major source of revenue to a municipality's total budget.

SHORT-TERM BORROWING (FINANCE) – Occurs when a governmental entity borrows money either internally or externally for cash flow purposes and pays the money back within the same fiscal year. Examples include tax anticipation notes and registered warrants.

SPECIAL ASSESSMENT (TAX) – Charge imposed on a parcel of property for the payment of a service or project that has direct benefit to the property being assessed. See also local improvement district.

STATE LIQUOR ACCOUNT (FINANCE) – Created in 1982, the state liquor account pays the bills of the state Liquor Division and then apportions the remaining revenue among the state, cities and counties. The cities' portion is distributed on the basis of each city's share of statewide liquor sales; those cities that do not have a liquor store or distribution station receive funds on a per capita basis. There is a hold harmless provision that guarantees cities will receive the base established in Fiscal Year 1981.

SUBSEQUENT ROLL (TAX) – Transient personal property in the county from the fourth Monday of June to the fourth Monday of November, "missed" personal properties are included in this roll. Estimates of this roll are included in the calculation of property tax levies based upon the dollar amount certified by each taxing entity.

SURPLUS (FINANCE) – A surplus exists where there is an excess of funds at the end of a fiscal year.

TAN (TAX ANTICIPATION NOTE) (ACRONYM, FINANCE) – A promissory note of a governmental entity in anticipation of taxes to be collected by that entity, usually within the same fiscal year. These are commonly used during (predictable) parts of the year when expenses exceed available revenues.

TAX BASE (TAX) – The taxable value of a property after all exemptions and other adjustments have been applied. It is referred to as either the taxable value of an individual property or the total taxable value for a government entity.

TAX CODE AREA (TAX, FINANCE) – Organizing device for determining tax liability. All taxpayers pay property taxes to the county and to a school district, but cities and a wide array of special districts (highway, sewer, water, cemetery, etc.) each with their own boundaries creates considerable complexity. Each variation—even small counties can have dozens—is a tax code area. There are about 3,300 tax code areas in Idaho.

TAX COLLECTIONS (TAX) – The amount actually collected; does not include delinquencies.

TAX INCREMENT FINANCING (TAX) – Also known as revenue allocation. A financing tool typically used as part of an economic development strategy to attract businesses into a blighted or underdeveloped part of a city. To utilize TIF, the city must establish an urban renewal agency and officially designate an area in which public improvements will be made using property tax revenue generated by development within the TIF area.

TAX INDEXING (TAX) – A part of the assessment process: properties not physically assessed are indexed to an updated market value amount.

TAX RATE (TAX) – For property tax purposes the tax rate is determined by dividing the tax base into the dollar amount of the property tax portion of the entity's budget.

TRUTH IN TAXATION (TAX) – Truth in Taxation was substituted for the 5 Percent Cap, which was repealed by the Idaho Legislature in 1992. The Idaho Truth in Taxation law was modeled after the Utah law requiring extensive newspaper advertising of property tax rate increases above a certain threshold level. Truth in Taxation in Idaho was repealed with the imposition of the current 3 Percent Cap in 1995.

UNFUNDED MANDATE (GOVERNMENT) – A requirement imposed by a higher level of government requiring a subordinate unit of government to perform certain functions without providing a funding source to pay for carrying out the requirement. Congress has often imposed requirements on the states without attaching

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commensurate dollars to pay for implementation. Likewise, the state and federal governments can pass unfunded mandates that apply to local governments.

WARRANT (FINANCE) – A written promise of a governmental entity to pay money, which is similar to a check. These are used by the state of Idaho (payments issued through the State Controller's office are issued as warrants) and many local governments.

WARRANT OF DISTRAINT (TAX) – An order for seizure of property to force payment of a property tax or certain other assessments or fees.

WITHHOLDING TAX (TAX) – Income tax payments withheld by employers and sent to a state or federal tax agency on behalf of employees.

ZERO-BASE BUDGETING (FINANCE) – An approach to budgeting that includes reconsideration of all spending, in every budget cycle. It means, among other things, that each department must justify its existence each year by preparing decision units showing the actual goods and services that need to be funded.

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IDAHO FALLS

Memorandum

File #: 24-295 **City Council Meeting**

FROM: Pam Alexander, Municipal Services Director
DATE: Wednesday, July 31, 2024
DEPARTMENT: Municipal Services

Subject
Professional Audit Services for Fiscal Year Ending September 30, 2024

Council Action Desired
☐ Ordinance ☐ Resolution ☐ Public Hearing
☒ Other Action (Approval, Authorization, Ratification, etc.)
Accept and approve a professional services contract with Moss Adams, LLP for professional audit services for an estimated amount of $155,000 and authorize the Mayor to sign the necessary documents (or take other action deemed appropriate).

Description, Background Information & Purpose
RFP 24-07, Professional Audit Services was issued on June 18, 2024, with proposals due on July 23, 2024. The City received one proposal from Moss Adams, LLP. The professional audit services contract will provide certified public accounting and financial auditing service to the City of Idaho Falls for the fiscal year ending September 30, 2024. Moss Adams has proposed a three-year not-to-exceed contract with year one at $155,000, year two at $160,425 and year three at $166,000. The proposal of $155,000 is comparable to the cost to date for the fiscal year ending 2023 audit contract of $156,483.86.

Alignment with City & Department Planning Objectives



☐ ☒ ☐ ☐ ☐ ☐ ☐ ☐

This request supports the good governance community-oriented result by fostering sound fiscal management and enables trust and transparency of public funds.

Interdepartmental Coordination
Review of the professional services contract and terms has been conducted with all necessary city departments to ensure coordination of audit activities.

Fiscal Impact

Funds for the professional audit services are included in the Municipal Services department 2023/24 budget and 2024/25 tentative budget.

Legal Review
The Legal department concurs that the Council action is within state statute.

MOSSADAMS

OPPORTUNITY RISING

AUDIT PROPOSAL FOR

CITY OF IDAHO FALLS, IDAHO

Keith Simovic, Partner

Kevin Mullerleile, Senior Manager

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A. Letter of Transmittal

July 23, 2024

Pam Alexander
Municipal Services Director

City of Idaho Falls, Idaho
308 Constitution Way
Idaho Falls, ID 83402

Dear Pam:

Thank you for the opportunity to present this proposal for audit services to the City of Idaho Falls, Idaho (the City) in response to your request for proposal (RFP). Our firm and proposed engagement team are properly licensed to perform such services in Idaho and would be dedicated to performing all of the RFP's outlined work within the time frame established by the City. We affirm that as of the date of this proposal, there are no conflicts of interest or independence issues that would impede our ability to perform the scope of services requested in the RFP.

Although differences between firms can be hard to discern, we believe the following identifies us as the best choice to serve the City:

- **Experience with governmental and municipal engagements.** With over 400 government clients firmwide, we already understand municipalities, governments, and how organizations like the City operate. Our dedicated focus and involvement in your industry means we understand the issues unique to municipalities like the City.
- **Deep specialty in serving municipal utilities.** We have the depth of resources necessary to serve the City with focused industry experts and firmwide specialists at your disposal. We currently serve several municipal utility entities of similar size and complexity to the City, facing the same challenges you face—which means you won't have to waste valuable time teaching us your business. We understand the environment that you operate in, and our audit approach is tailored specifically.
- **Communication throughout the year.** Moss Adams isn't your once-a-year service provider. During the audit and throughout the year, we solicit and encourage communication to facilitate a smooth process and keep management and audit committees apprised of new accounting pronouncements, application of accounting policies, and new federal compliance issues. At the end of fieldwork, we'll conduct a formal exit meeting designed to keep you updated on the status of your audit and alert you of any issues. If any issues arise post-fieldwork, we'll communicate these items to management in a timely manner to make sure we have the appropriate facts and circumstances.

July 23, 2024

Pam Alexander
Municipal Services Director

City of Idaho Falls, Idaho
308 Constitution Way
Idaho Falls, ID 83402

- **Efficient and effective service approach.** Our service approach is designed to reduce costs and save time while meeting the City's specific needs. We'll utilize our powerful data mining tools to analyze large sets of data quickly and efficiently and carefully plan your engagement to make sure we meet your deadlines. Our approach utilizes analytical procedures with a deep understanding of organizations like yours, eliminating the need for excess sampling.
- **Smooth transition.** We've put a lot of effort into designing a transition process that minimizes the impact on you and your staff. We take responsibility for setting meetings, getting to know your operations, and making accommodations so you can focus on running the City's operations.
- **Competitive fees.** We strongly believe we're the most qualified firm to serve the City. However, if fees become a decision point for you, please reach out to us to discuss them prior to making your final decision. Our fees are included in the Cost of Services section.

This proposal represents a firm and irrevocable offer. Partner, Keith Simovic, and senior manager, Kevin Mullerleile, are duly constituted officials legally authorized to bind Moss Adams contractually to both this proposal and the associated cost schedule. All correspondence should be directed to either of them; their contact information is included below.

You'll find that Moss Adams offers an exceptional combination of experience and resources to not only meet your needs but also add value to the City at a competitive price. We bring a rare blend of inspiration and technical excellence to help our clients discover and claim the future. Our focus on helping you recognize and take advantage of rising opportunities is what sets us apart from other firms.

We commit to making the City a long-term and extremely satisfied client of Moss Adams. We're enthusiastic about the opportunity to serve you and appreciate your consideration of our firm.

Sincerely,



Keith Simovic, CPA
Partner
(503) 478-2284
keith.simovic@mossadams.com



Kevin Mullerleile, CPA
Senior Manager
(541) 225-6022
kevin.mullerleile@mossadams.com

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MOSSADAMS

C. Technical Qualifications:

Company & Audit Team Experience & Qualifications

1. Firm Information

At Moss Adams, we believe in the power of possible. As a business and personal advisory firm with 4,750 professionals across more than 30 locations, we work with clients to meet the rising challenges and opportunities of tomorrow. Through a full spectrum of accounting, consulting, and wealth management services, we bring the deep industry specialization and unconventional thinking our clients seek.

Since we put down roots in the Pacific Northwest more than 100 years ago, we've steadily expanded to serve clients across the nation and globally. Our full range of services includes accounting (assurance and tax), consulting (IT, strategy & operations, transactions, and specialty), as well as individual and institutional wealth management.

Moss Adams is one of the 15 largest US accounting and consulting firms and a founding member of Praxity, a global alliance of independent accounting firms providing clients with local expertise in the major markets of North America, South America, Europe, and Asia.

MOSS ADAMS BY THE NUMBERS



30+
locations

40.26%
racially and ethnically diverse employees

4,750+
professionals

53.06%
female-identifying workforce

best accounting firms for women
– Accounting MOVE Project

awards of excellence
– *Innovations in Diversity Journal*

FULL-SERVICE CAPABILITIES

We offer a full range of services and specializations that span accounting, consulting, and wealth management to suit your specific needs.

Accounting	Consulting	Wealth Management
ASSURANCE	IT	INDIVIDUAL
TAX	STRATEGY & OPERATIONS	INSTITUTIONAL
ADVISORY	TRANSACTIONS	
INTERNATIONAL	SPECIALTY	

A. FIRM LICENSING

Moss Adams LLP, including our entire staff, has full legal capacity to do business in Idaho. Over the past several years, our office has provided audit, tax, and consulting services to clients in Idaho. Under the Uniform Accountancy Act (UAA) mobility provision, all members of our team are licensed CPAs and in good standing. They aren't required to have licenses in each state; however, our firm is registered in the state of Idaho. We've included our license numbers below.

License Type	Number
Federal Employee Identification Number	91-0189318
Idaho SOS ID Number	3938997
Idaho State Board of Accountancy Firm Number	FR-0424

B. REPRESENTATIVE GOVERNMENT CLIENTS

Selecting one advisor over another is much easier when a particular firm has experience working with organizations similar to yours in scope or organizational mission. For example, it allows for a clearer understanding of the specific issues you face, what to anticipate when conducting an audit, and how long it will take. This results in a more efficient experience and effective solution for you. Listed below are some organizations our firm serves that are similar to the City.

Representative City Client	Services Performed	Client Since
1) City of Bend, Oregon	ACFR audit, single audit, URA financial statement audit, grant AUP, occupancy tax consulting	2017
2) City of Eugene, Oregon	ACFR audit, single audit, PFC audit, URA financial statement audit, levy and tax AUPs	2021
3) City of Hillsboro, Oregon	ACFR audit, single audit, component unit financial statement audits, grant AUP	2022
4) City of Reno, Nevada	ACFR audit, single audit	2021
5) Clackamas County, Oregon	ACFR audit, single audit, eight component unit financial statement audits, Sheriff's Office performance audit	2011

C. PEER REVIEW REPORT

Moss Adams participates in the AICPA Peer Review Program, as administered by the AICPA National Peer Review Committee. Through the peer review program, our system of quality control over the accounting and auditing practice applicable to non-SEC issuers is reviewed by another CPA firm every three years. Since the inception of the AICPA's Peer Review Program, we've always achieved a "pass" opinion. A full copy of our most recent report is provided in Appendix A of this proposal and also posted on our website at mossadams.com/about/peer-review-and-pcaob-report.

D. FIRM INDEPENDENCE

Moss Adams has always worked to embody the highest ethical standards, and we demonstrate our commitment to such standards daily. As an independent certified public accounting firm properly licensed for public practice, Moss Adams is required to meet the independence standards as defined by Generally Accepted Auditing Standards, the AICPA Code of Professional Conduct, and the US Government Accountability Office.



Prior to accepting a client relationship with your organization, we'll conclude our initial review of independence. This review will include an inquiry throughout the firm to make sure there aren't any identified circumstances that might impair our independence. To make sure we maintain our independence of your organization, we'll formally reassess our independence throughout the engagement and every year.

Additionally, each partner and client service professional, including associates (technicians) and interns, is required upon initial employment, and annually, to acknowledge his or her independence with respect to our clients. The independence compliance representation is focused on the independence of the individual, and is designed to result in personal representations about matters that may impair independence. In this way, we routinely monitor our firm's independence from our attest clients.

At this time, we don't foresee any independence issues that would impede our ability to perform the requested services for the City. We welcome any questions you may have regarding our review of independence.

E. LIABILITY INSURANCE COVERAGE

Please see Appendix B for a copy of our certificate of liability insurance coverage.

F. WORKER'S COMPENSATION INSURANCE COVERAGE

Please see Appendix B for a copy of our certificate of worker's compensation insurance coverage.

G. DISCIPLINARY ACTION AND LITIGATION STATEMENT

As with any large firm, Moss Adams is occasionally involved in addressing legal and regulatory issues. However, no action, suit, proceeding, inquiry, or investigation before or by any court or federal, state, municipal, or other government authority is pending, or to our knowledge is threatened against Moss Adams, related to or which would have a material effect upon the services contemplated herein.

H. RESOLVING TECHNICAL DISPUTES

If there's an issue surrounding appropriate accounting treatment and financial reporting, we'll discuss our concerns first with you and obtain a thorough understanding of the issue. If the issue can't be resolved to our mutual satisfaction, then we'll involve our firm's national office and technical resources who specialize in assurance, tax, quality control, and other matters.

Our firm requires consultation with our national office for such issues as:

- Corrections of errors in prior period financial statements
- Reissuance of a report that eliminates a going concern paragraph
- Goodwill and other intangible assets in certain circumstances
- Non-GAAP fair / current value financial presentations
- Going concern matters identified when an emphasis paragraph isn't planned to be included in the auditors' or accountants' report
- Unusual, complex, or difficult situations where guidance is lacking or unclear
- Differences of opinion among the engagement team

Consultation promotes consistency of our professional decisions for similar issues across the firm. Should your organization anticipate issues such as these, we encourage you to please raise the topic and discuss them with us before the audit begins, accompanied by a position memo with technical guidance. This will allow us to involve the national office early on and avoid delays in the audit. There are generally no added fees should a national office consultation be used in your engagement. The only time audit fees would be impacted is if there was an issue that required a significant amount of time by the engagement team.

Moss Adams also provides a great deal of authority to each of our engagement leaders. In the event an issue comes up, it's the engagement leader's responsibility to identify the issue, and then, depending upon the issue, the matter may require consultation. If the matter doesn't require mandated consultation, the engagement leader will normally bring the matter up to the quality control reviewer. Resolution is typically timely and involves the client from the beginning. We're always cognizant that financial statements are representations of management and that our role is to opine on their compliance with the applicable financial reporting framework.

I. CLIENT REFERENCES

Hear for yourself the unique experience our clients have in working with our firm. We're confident they'll share stories of how we make their lives easier, help them identify and take advantage of rising opportunities, and guide them to increased prosperity.

CITY OF BEND, OREGON	Sharon Wojda *Chief Financial Officer & Administrative Officer / Assistant City Manager*	(541) 693-2158 swojda@bendoregon.gov
CITY OF EUGENE, OREGON	Brett Gomsrud *Senior Management Analyst*	(541) 682-5024 bgomsrud@eugene-or.gov
CITY OF HILLSBORO, OREGON	Suzanne Linneen *Chief Financial Officer*	(503) 681-6404 Suzanne.Linneen@hillsboro-oregon.gov
CLACKAMS COUNTY, OREGON	Elizabeth Comfort *Finance Director*	(503) 936-5345 ecomfort@clackamas.us

2. Audit Team

A. KEY PERSONNEL EXPERIENCE (1 OF 2)

Working with the right team of professionals makes all the difference to your engagement. The team members we've thoughtfully selected to meet your specific needs have years of relevant experience. But more than that, you'll find they bring an optimistic perspective focused on helping you explore and embrace emerging opportunities. Your Moss Adams team will personally engage with your team and bring a new level of energy and enterprise to your engagement.

Team Member	Engagement Role	CPA License State | Number	Office Location
Partners			
Keith Simovic	Engagement Partner / Concurring Reviewer	OR | 12499	Portland, Oregon
Senior Managers			
Kevin Mullerleile	Project Lead / Engagement Reviewer	OR | 10837	Eugene, Oregon (office) Bozeman, Montana (home)
Seniors			
Lesley Daggitt	Audit In-Charge	N/A	Eugene, Oregon
Eric Buckland	Audit Senior	N/A	Eugene, Oregon
Staff			
With careful consideration of your time and deadlines, we'll select and assign professionals to your engagement based on their government experience and ability to complete each assignment effectively. Because Moss Adams is an industry-focused firm, our staff begin developing their specializations early in their careers. There are a number of staff with considerable government experience firmwide. We'd be happy to make these individuals available for interviews at your request.			

i. Your Service Team Bios

We take great pride in the experienced professionals we assign to engagements. Both our new and long-term clients regularly compliment our staff on their industry knowledge and practical approach. The City will be served by some of our firm's best client service partners and technical practitioners. Due to our low turnover average, we commit to returning staff on engagements whenever possible.



All of these individuals receive continuing education well in excess of the requirements of their respective professional licensing. Each team member is in good standing, with no complaints leveled against them by the state board of accountancy or any other regulatory authority.

Keith Simovic, CPA, *Partner*



Engagement Partner / Concurring Reviewer

Professional Experience

Keith has practiced public accounting since 2007 and provides assurance services to clients in the local government and utility industries. He has significant experience in advanced accounting topics including capital project cost accounting, pension accounting, and regulatory deferral accounting. Keith also has a strong track record of evaluating internal controls and providing insightful recommendations to help his clients improve, grow, and thrive.

He's a regular presenter for the Oregon Government Finance Officers Association, Oregon Society of Certified Public Accountants, American Public Power Association, Western Energy Institute, and Northwest Public Power Association on subjects including internal controls, fraud, and budgeting.

Professional Certifications and Affiliations

- Certified Public Accountant, Oregon License #12499
- Oregon Municipal Auditor, License #1591
- Member, American Institute of Certified Public Accountants
- Member, Oregon Society of Certified Public Accountants
- Board treasurer, Oregon Repertory Singers

Education

- BS, accounting, Oregon State University *(summa cum laude)*

Kevin Mullerleile, CPA, *Senior Manager*



Project Lead / Engagement Reviewer

Professional Experience

Kevin has practiced public accounting since 1998 and his experience includes working with entities such as cities, counties, charities, ports, public colleges and universities, research organizations, state agencies, and other special-purpose districts. He has significant experience in reviewing comprehensive annual financial reports as well as conducting governmental audits in accordance with *Government Auditing Standards* and OMB's Uniform Guidance.

He sits on the OSCPA Government Accounting and Auditing Strategic Committee and routinely speaks at industry conferences, including the Government Finance Officers Association's 2023 Annual Conference. Kevin has lived in Bozeman, Montana since June 2022.

Professional Certifications and Affiliations

- Certified Public Accountant, Oregon License #10837
- Member, American Institute of Certified Public Accountants

Kevin Mullerleile, CPA, *Senior Manager*

- Member, Association of Certified Fraud Examiners
- Member, Government Finance Officers Association
- Member, Oregon Society of Certified Public Accountants
- Member, Oregon Government Finance Officers Association
- Member, Oregon Municipal Finance Officers Association

Education

- BS, accounting, University of Oregon

Lesley Daggitt, *Senior*



Audit In-Charge

Professional Experience

Lesley has practiced public accounting with Moss Adams since 2008. She provides assurance services to clients in our governmental services group including cities, counties, and public housing authorities.

Education

- BS, accounting, University of Oregon

Eric Buckland, *Senior*



Audit Senior

Professional Experience

Eric has practiced public accounting with Moss Adams since 2018. He serves clients in the city and county government, higher education, and financial services sectors.

Education

- MAcc, University of Oregon
- BS, management with accounting option, Oregon Institute of Technology

ii. Use of Associations or Affiliate Member Firm Personnel

We have the staff and capabilities to perform the requested services and don't intend to utilize any association or affiliate member firm personnel to perform this engagement. We've only included those staff that will be working on the project.

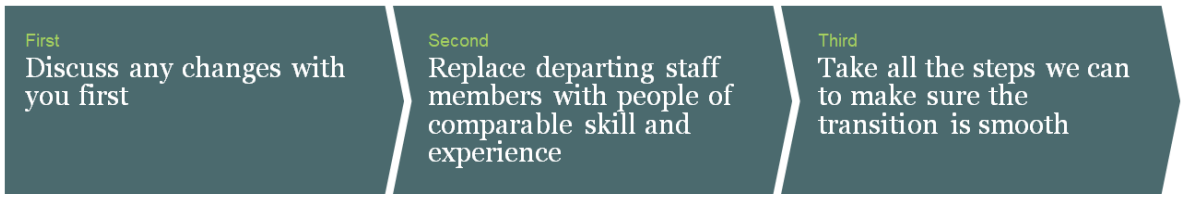
iii. Engagement Team Continuity

Keeping your service team consistent from year to year saves you the time required to train a new team during an engagement and allows you to focus on what you do best—managing your day-to-day business. It also helps us complete the engagement in a more efficient and timely manner because the team is already familiar with your operations.

Team continuity is the hallmark of a stable and efficient firm and, with an overall retention rate averaging over 80% firmwide over the past three years, we're in a strong position to maintain your engagement team continuity.

Group	2023 Retention	2022 Retention	2021 Retention
Client Service Professionals	84.0%	82.6%	77.8%
Administrative Staff	91.7%	88.8%	86.9%

Our policy is to not rotate staff from an engagement team unless absolutely necessary. Typically, this would happen because a staff member left the firm or elected to change professional focus to a different industry group. As our retention statistics indicate, neither situation is very common. Still, if it were to become necessary to change members of your engagement team, we pledge to:



A. OUR QUALIFICATIONS (2 OF 2)

You'll receive more effective services from our specialized professionals who have a deep understanding of the pressures you face, like the need for greater efficiency under tight budget constraints. Our significant experience working with tax-exempt organizations means our professionals are more likely to help you spot potential problems, create effective solutions, and understand the industry-specific impacts of today's major disruptors like cybersecurity and globalization, as well as the constant drive to innovate.

Moss Adams has a group of specialized practices with more than 300 professionals who specialize in serving tax-exempt entities including governments, higher education institutions, not-for-profits, tribal and gaming entities, energy and utility entities, and federal contractors. This firmwide team currently serves over 1,560 clients throughout the United States and provided more than 374,000 hours of service to those clients in 2022.

Professionals Specializing in Not-for-Profits and Government	
EXPERIENCE LEVEL	**NUMBER**
Partners	30
Senior Managers and Directors	60
Managers	55
Seniors and Staff	200
TOTAL	**345**

Data as of April 2024

Tax-Exempt Clients Served Firmwide	
TYPE	**NUMBER**
Not-for-Profit	1,560+
Government	400+

OUR GOVERNMENT SERVICES PRACTICE



We recognize government organizations are accountable to many different constituencies—oversight agencies, audit committees, elected officials, taxpayers—all with different expectations and demands. That's why we commit significant personnel and resources to our Government Services Practice, building technical expertise in all areas of government. We have several experienced partners and senior managers who lead audit engagements for over 400 government entities including cities and counties; state agencies; public colleges and universities; special purpose governments including ports, utility districts, and transit agencies; public retirement funds; and others.

Below is detailed information about our government experience:

Service	Our Experience
Single Audits	Our firm has conducted over 4,570 single audits since 1997, and we perform single audits for almost all of our government attest clients.
GFOA Certificate of Excellence in Financial Reporting Program	We've assisted each of our clients that participate in the Annual Comprehensive Financial Report (ACFR) program, including the City of Albuquerque, New Mexico; City of El Paso, Texas; City of Portland, Oregon; Port of Seattle (Sea-Tac International Airport), Washington; City of Medford, Oregon; Jackson County, Oregon; Josephine County, Oregon; City of Grants Pass, Oregon; City of Ashland, Oregon; Ashland Parks and Recreation, Oregon; City of Bend, Oregon; Lane County, Oregon; City of Tigard, Oregon; Marion County, Oregon; and Clackamas County, Oregon.
Implementation of GASB Pronouncements	As a result of our extensive involvement with Governmental Accounting Standards Board (GASB) working groups and committees, we keep up with the latest accounting standards and help many of our clients with implementation.
Audits of Government Pension, Health, and Other Employee Benefit Plans and Trusts	Moss Adams audits over 1,800 plans of all types annually. Our benefit plan clients range in size from 100 to 100,000 participants with $100,000 to over $10 billion in assets. We audit large retirement and retiree health plans such as New Mexico Educational Retirement Board, New Mexico Public Employees Retirement Association, Kansas Public Employees Retirement System, Los Angeles City Employees' Retirement System, and American Samoa Government Employees' Retirement Fund, to name a few.
National Transit Database (NTD) Reporting	Experience with the Federal Transit Administration, specifically NTD reporting, serving entities such as TriMet and Metro in Oregon, and Community Transit and King County Metro Transit in Washington.
Airports Council International-North America (ACI-NA)	Moss Adams is a world business partner of ACI-NA. Olga Darlington, partner, represents our firm as a member of the Council's Accounting & Finance Working Group.
Audits of Wastewater Utilities	Our professionals provide accounting, IT, and consulting services for water; wastewater; and solid waste utilities.

Service	Our Experience
Audits of Airports	We audit many airports and their federal programs including the Airport Improvement Program, CARES Act funding, Transportation Security Administration and TIGER grants, the Passenger Facility Charge Program, and the Customer Facility Charge Program. In addition, we've performed consulting services such as construction audits, CFC rate examination projects, concession services audits, payment system IT security and cybersecurity audits, as well as operations and strategic planning projects.

City Experience

Our firm not only has an extensive Government Services Practice but also deep experience specific to cities. The majority of the cities we work with are running on tight budgets and challenged to find innovative ways to reduce costs while maintaining the service levels their constituents expect.



What you'll find working with Moss Adams is a team that blends creativity and experience to offer new possible ways for the City to reduce risk, gain efficiency, and take advantage of unique opportunities as they develop. By bringing innovation and creativity together, you'll work with a team that understands and specializes in counties like yours.

The depth of our practice means we understand the issues you face today and can provide the specialized services you need now and in the future—such as single audits; accounting for complex investment transactions; benefit plan audits; performance audits; IT hardware, software, and cybersecurity evaluations; fraud investigations; and forensic accounting. All of this gives us the deep resources necessary to not only address governmental accounting and tax-exempt bond issues but also provide the holistic services governments need to thrive.

Our firm's professionals currently serve as auditors and consultants for more than 50 cities across the nation. In addition to performing audits, we also provide consulting and other services such as IT consulting including system conversion assistance, data security audits, and cybersecurity engagements, construction contract audits, agreed-upon procedures engagements, and technical training. Many of the cities we serve also manage federally qualified health centers (FQHCs), housing authorities, landfills, libraries, correctional facilities, environmental services, and parks and recreational facilities.

Representative City Clients		
• City of Albuquerque, NM	• City of Eugene, OR	• City of Las Vegas, NM
• City of Ashland, OR	• City of Farmington, NM	• City of Medford, OR
• City of Bandon, OR	• City of Glendale, AZ	• City of Portland, OR
• City of Bend, OR	• City of Grants Pass, OR	• City of Redondo Beach, CA

Representative City Clients		
• City of Brookings, OR	• City of Gresham, OR	• City of Renton, WA
• City of Corona, CA	• City of Hillsboro, OR	• City of Salem, OR
• City of Culver City, CA	• City of Hobbs, NM	• City of Santa Monica, CA
• City of Cupertino, CA	• City of Lake Stevens, WA	• City of Stockton, CA
• City of El Paso, TX	• City of Las Cruces, NM	• City of Tigard, OR

Experience Auditing Gas Prepay Transactions

We have experience auditing gas prepay transactions as several of our current clients have similar transactions. We understand the difference between a prepaid contract and a derivative instrument and the reporting required for each transaction.

Our experience with energy and utility derivatives is essential for the audit process. Our professionals are very familiar with derivatives and the applicable governmental accounting standards. Our team's developed an eight-hour training program and updates the program as new standards are issued. The Power & Utilities Practice leader, Julie Desimone, has spoken on derivative accounting on several occasions and is very experienced in the implementation and continued accounting of derivative instruments—from the routine derivative contract to the complex embedded derivative included in natural gas and power contracts. We understand the normal purchases and sales scope exception, the gross versus net reporting, and have significant experience with management and boards deciding to defer the market-to-market treatment in accordance with GASB No. 62, *Regulatory Accounting*. Because communication on types of contracts and the relevant risks is critical to the accounting process, we've also facilitated many discussions between trading, management, and accounting to make sure all parties understand these complex contracts and the accounting issues that may arise with entering into these contracts.

Experience Auditing Electric Utilities with Generation and Transmission Assets

Our national Power & Utilities Practice has specific experience with the following types of generation assets: hydroelectric, natural gas, coal, diesel, nuclear, biofuel, and renewable energy production, including geothermal, wind, and solar. Our experience includes auditing, contracting, accounting, construction audits, and performance reviews for these generation assets. In terms of transmission assets, our experience includes auditing, contracting, performance reviews, and accounting.

Experience Serving Large Municipal-Owned Utilities and Joint Powers Agencies

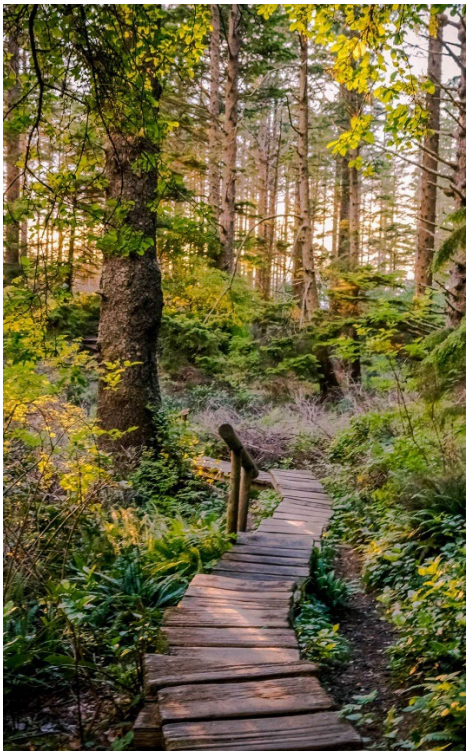
We currently serve as an independent auditor to many municipal utilities and joint powers agencies. We understand the accounting and operations issues facing these utilities such as accounting for derivatives and energy contracts, and the complexities of accounting for municipal bonds, utility plant, and environmental liabilities. Moss Adams also has experience assisting organizations with receiving and maintaining their GFOA Certificates of Achievement for Excellence in Financial Reporting.

Experience with Power Supply Contracts

Most of our clients have power supply contracts, either as a biller or receiver. We're well versed in the intricacies of power contracts including derivatives, guarantees, joint operations, cost recognition, GASB No. 62, infrastructure design services, and billing models.

Experience Auditing Clients That Utilize GASB No. 62 Regulatory Accounting

Regulatory accounting is an accounting standard that's been used significantly by utility companies. In today's marketplace, we seldom have a client that doesn't invoke the use of regulatory accounting. Because of this, our experience is extensive. We understand management and board positions surrounding this standard, the regulatory environment, and how it applies to the ratemaking process.



Utility Plant, Construction in Progress, Impairment, and Capitalized Interest

You need accountants that understand construction of assets. The accounting for capitalization versus expense of assets and testing for impairment have become increasingly complex in recent years. The work order system is complex and has many moving parts, so communication between the project team and accounting is vital to make sure there's accurate financial reporting. Our audit team has extensive experience with accounting for the construction of capital assets, capitalization of interest, and GASB No. 42, which provides the appropriate guidance with respect to potential impairment.

GASB, FERC, and NARUC Experience

We're very proud of our significant Government Services Practice, and audit a long list of special purpose governments in California, Idaho, New Mexico, Oregon, and Washington. Our Government Services and Power & Utilities Practices specialize in general government and proprietary funds of governments. All of our municipal utility clients follow GASB. In addition, almost all of our electric clients follow FERC accounting and utilize FERC chart of accounts. We understand the reporting and regulatory requirements and the chart of accounts. This is particularly important for utility plant accounting.

We're available to assist you with your unique accounting and reporting needs. Our Government Services Practice, as well as our Power & Utilities Practice, have a task force of municipal auditors and professionals focused on GASB implementation issues and are available for consultation.

GFOA Experience

Your engagement team members have significant years of experience assisting audit clients with their Government Finance Officers Association (GFOA) Certificate of Excellence program requirements. These clients include cities, counties, special districts, and public pension systems, including first-time filers. Kevin Mullerleile (your proposed engagement reviewer) has served several years on the GFOA Special Review Committee responsible for reviewing ACFRs submitted for the award.

The individuals listed below are members of the Special Review Committee for the GFOA's Certificate of Achievement for Excellence in Financial Reporting.

- Laurie Tish, Partner, GFOA technical reviewer (26 years)
- Julie Desimone, Partner, GFOA technical reviewer (11 years)

- Olga Darlington, Partner, GFOA technical reviewer (8 years)
- Amanda McCleary-Moore, Partner, GFOA technical reviewer (4 years)
- Ashley Osten, Partner, GFOA technical reviewer (1 year)
- Kevin Mullerleile, Senior Manager, GFOA technical reviewer (3 prior years)

Clients Awarded GFOA Certificate of Achievement for Excellence in Financial Reporting		
• American Samoa Government Employees' Retirement Fund	• City of Eugene, OR	• Jackson County, OR
• Ashland Parks and Recreation, OR	• City of Grants Pass, OR	• Josephine County, OR
• Bernalillo County, NM	• City of Hillsboro, OR	• Lane County, OR
• City of Albuquerque, NM	• City of Medford, OR	• Lane Transit District, OR
• City of Ashland, OR	• City of Portland, OR	• Marion County, OR
• City of Bend, OR	• City of Tigard, OR	• Metro, OR
	• Clackamas County, OR	• Multnomah County, OR
	• Deschutes County, OR	

Our Government Industry Involvement

Moss Adams stays on the leading edge of the government industry through our continued involvement in associations and with standard-setting entities. For these and other national and regional entities, our professionals attend annual meetings, trade shows, lectures, and industry-specific events as guests, speakers, and trainers. Here are a few of our affiliations; many of your team members have spoken at these events.

Type	Our Industry Involvement
Speaking Engagements	• AICPA Government and Not-for-Profit Training Program • AICPA Governmental Auditing and Accounting Conferences • Association of Government Accountants (local chapters) Events • California Society of CPAs Governmental Accounting and Auditing Conference • California Society of CPAs School Districts Conference • Falmouth Institute's Indirect Cost Summit • Government Finance Officers Association Conferences • National Tribal Development Association Conference • Native American Finance Officers Association (NAFOA) Semiannual Conference • Native Nation Events Tribal Accounting Conference • Oklahoma Tribal Finance Consortium • Oregon Government Finance Officers Association Conferences • Washington Public Utilities District Association

Type	Our Industry Involvement
	• Washington Society of CPAs Governmental Accounting and Auditing Conference
Professional Groups	• Several partners and senior managers are members of the Special Review Committee for the Government Finance Officers Association's (GFOA) Certificate of Achievement for Excellence in Financial Reporting. • Laurie Tish (partner and national Government Services Practice leader) has served on numerous GASB Task Forces and committees, and is past chair of the Washington Society of CPAs Government Accounting and Auditing Committee. She served four terms and is past chair of the Washington State Board of Accountancy, and is the current chair for the National Association of State Boards of Accountancy (NASBA). • Since 2006, Moss Adams professionals have been selected to be a members of the AICPA's Government Audit Quality Center (GAQC) Executive Committee. Tammy Erickson (partner) is a current member. Erica Forhan (partner) is the immediate past chair. • Amy Sutherland, senior manager, is a member of the AICPA State & Local Government Expert Panel. • Kory Hoggan (partner) is a member of the State & Local Government Expert Panel Task Force for Public Employee Retirement Systems. • Tasha Repp (partner and national Tribal & Gaming Practice leader) was the NAFOA representative on the GASAC 2013–2018 and is currently a member of the Governmental Accounting Standards Board (GASB)'s Tribal Government Accounting and Financial Reporting Working Group. • Lisa Todd (partner and our national Employee Benefit Plan Services leader) serves on the AICPA Employee Benefit Plan Audit Quality Center's (EBPAQC) executive committee. • Bertha Minnihan (partner and one of our national Employee Benefit Plan Services leaders) served on the AICPA Employee Benefit Plans Expert Panel and the AICPA EBPAQC executive committee, chaired the annual national AICPA Benefit Plan Conference for several years, and served on the AICPA Technical Standards Subcommittee, which assists with the DOL's review of ERISA audits and auditors. • Moss Adams is a world business partner of the Airports Council International-North America (ACI-NA). Olga Darlington (partner) represents our firm as an Accounting and Financing Working Group Member and Firm Representative of the ACI-NA's finance committee. • Tracy Paglia (partner) is the co-program chair for the Tax Exempt / Government Entities Exempt Organizations Council. • Pam Alexanderson (director) is the co-program chair for the Tax Exempt / Government Entities Exempt Organizations Council. • Kinman Tong (partner) is a member of the CalCPA Governmental Accounting and Auditing Conference planning committee. • Arthur Ngo (senior manager) is a member of the CalCPA School Districts Conference planning committee.

SINGLE AUDIT EXPERIENCE

4,570+
single audits completed since 1997

35+
years of single audit experience

$1.6 trillion
total federal expenditures audited to date

Moss Adams is one of the most experienced firms in the United States in conducting audits in accordance with the Single Audit Act and the audit provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (single audit). We've performed single audits since the Single Audit Act was issued in 1985, and have more than 4,570 such audits for tax-exempt entities on record since 1997. We have experience with a variety of grants and contracts.

We've invested significant resources into refining our single audit procedures for increased efficiency and accuracy. Our efforts include specialized training and a sharp focus on compliance issues while tailoring each engagement on the basis of awards, their recipient status, and funding. We'll meet early on to discuss the nature of your federal awards and develop a customized approach and work with you throughout the audit to identify areas of need or improvement.

We've built strong safeguards into our single audit procedures. Each single audit includes a special technical review, conducted by a Moss Adams team member who's independent of your audit team. The review focuses on the most critical audit and reporting decisions that we make. It's designed to provide additional audit quality oversight to an area that continues to be subject to a higher level of external scrutiny. For the City, this means in addition to having your federal compliance audit completed on time, you can feel confident it's been performed correctly.

Plus, our involvement goes deeper than just performing federal compliance audits—we're actively involved in the grant regulation process. In fact, Erica Forhan one of our national office partners, is the immediate past chair of the AICPA Governmental Audit Quality Center (GAQC) Executive Committee.

Our professionals have conducted federal compliance audits for many types of organizations and programs. This makes them well-suited to anticipate and solve potential problems and complete these audits in a timely manner.

MOSSADAMS

C. Technical Qualifications:

Project Understanding & Approach

1. Approach to Services

TRANSITIONING TO MOSS ADAMS

It's our first step in welcoming you as a new audit client—and it's an important one. Our goal? To avoid disruption to your staff and make the transition period as smooth as possible. You'll get the following:



No Surprises

- Close leadership of engagement teams
- Face-to-face meetings with your team
- Focus on building a relationship



Personal Service

- A transition plan tailored to your needs
- Responsive, proactive service
- Ability to hit the ground running with your existing report methods and workpapers



Flexibility

- Pre-transition meeting(s)
- Financial statement review ahead of time
- Communication plan to keep you informed
- Clear and agreed-upon expectations and timing

Transition Steps

1. **Have entrance meetings.** Conference with your finance department and other appropriate groups to discuss risks, expectations, processes, and timelines.
2. **Hold planning sessions.** Meet with key managers to discuss risks, expectations, the audit process, and timelines; and to share key strategic, financial, and operational information.
3. **Review working papers.** Read your prior auditor's working papers to understand their audit approach and the timing of their procedures and to determine the scope of any additional procedures our team will perform on the opening balances in your financial statements.
4. **Design audit approach.** Devise an efficient and effective approach that addresses the potential risks we discover during the transition.

AUDIT METHODOLOGY

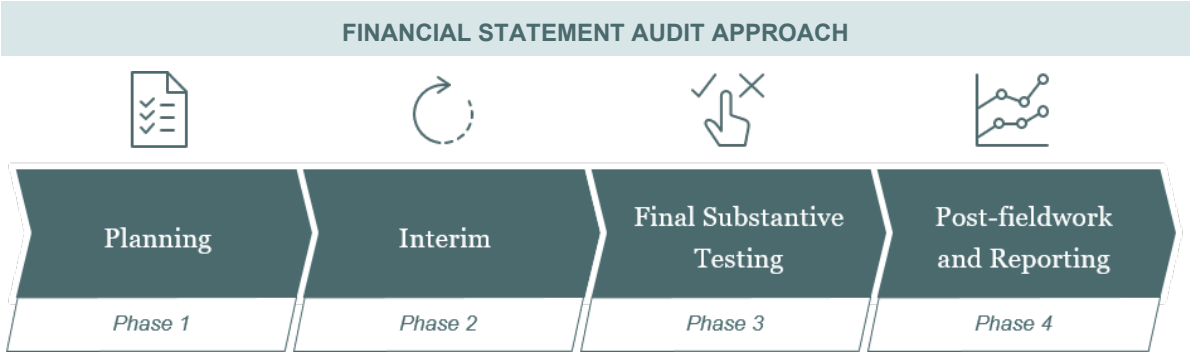
The City will benefit from our customized, risk-based audit approach as well as the timely and effective communication and coordination of our audit activities. With dedicated and ongoing involvement from our partners and senior-level professionals, the audit will be planned and executed by an experienced team that understands your industry. During the audit, your Moss Adams engagement leader, Kevin Mullerleile, will review the work in progress and address any issues with management. This reduces time spent on post-audit procedures and wrap-up.

Our emphasis on tailoring an audit to focus on the areas of significant risks allows us to complete the audit in an efficient and effective manner. Our audit will include the following:

- Plan the engagement based on a thorough understanding of your business risks and transactions
- Communicate and coordinate activities with management and the audit committee based on an agreed-upon timeline
- Conduct continuous audit procedures to increase efficiency and reduce the burden on your personnel at year-end

- Work with management to resolve any complex accounting or reporting issues as early as possible in the audit process
- Provide recommendations to management for areas of improvement

A., B., & C. AUDIT APPROACHES



Planning

Prior to beginning the audit, we'll have an entrance conference with management to communicate such matters as our responsibilities with regard to the financial statement audit, independence matters, and the planned scope and timing of the audit. We'll also seek input from management and/or the City Council regarding any issues, relevance, or special focus.

We strive to create two-way communication so we can hear from you, at the outset of the engagement, about matters you consider relevant to the audit, such as strategic decisions that may significantly affect the nature, timing, and extent of audit procedures, the suspicion or the detection of fraud, or other concerns you have. We're very conscious of not duplicating our efforts and will attempt to use existing documentation whenever possible. We don't demand that our clients conform to pro forma documentation.

Throughout the planning phase of the audit, we'll:

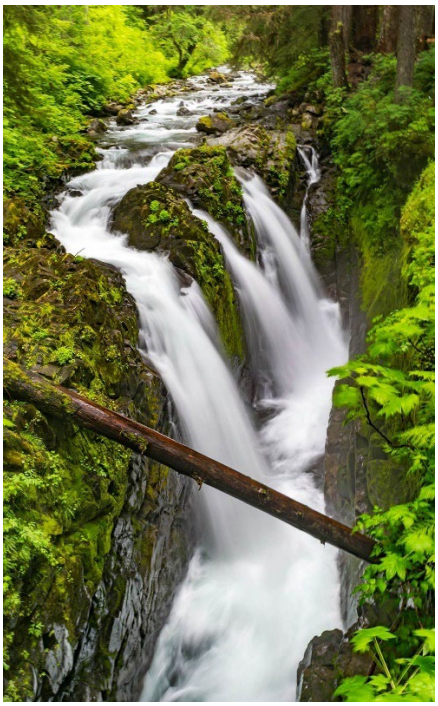
- Hold entrance meetings with relevant staff to discuss risks, expectations, the audit processes, and timelines; and share key strategic, financial, and operational information
- Conduct planning sessions with key managers to outline and share mutual expectations
- Provide a list of requested schedules
- Review results and notes from prior-year workpapers to make sure all necessary updates and changes have been included in the current-year approach
- Design an audit approach with effective risk coverage and efficient procedures
- Define the scope of the engagement, including determination of potential major programs for the single audit procedures

Risk Assessment

We assess inherent risk by understanding your operations, the industry you operate in, and the unique aspects of your transactions. We assess control risk by understanding your systems, the identified controls, the effectiveness of the design of the controls, and whether they've been placed in operation.

The inherent and control risk are key elements of our assessment of the risk of material misstatement for each financial statement account. We design tailored audit procedures to respond to the risk of material misstatement. These tailored audit procedures include: 1) tests of the operating effectiveness of internal controls; 2) substantive analytical procedures; and 3) substantive tests of details.

Our goal is to design the most efficient audit plan that builds on the City's strengths and reduces the time required by your team.



Materiality

A critical factor to the audit is the determination of materiality. An auditor must form a judgment about materiality as a benchmark to evaluate and control audit risk, and evaluate the effect of identified financial statement misstatements. Materiality is determined after taking several factors into account, including the needs of the financial statement users, the City's balance sheet, and its net income.

Judgments about materiality and the implications on net income or the balance sheet include both quantitative and qualitative aspects. For example, a misstatement might be quantitatively immaterial, but raises questions about the quality of the control environment and the propriety of other accounts or transactions. A quantitatively immaterial transaction that raises legal questions could be similarly qualitatively material because of potential material contingencies. Based on preliminary analytical review of the financial statements and our understanding of the needs of the financial statement users, we'll make a preliminary judgment about materiality for the financial statement audit.

Determining the Audit Approach for Each Transaction Cycle

We'll develop expectations and perform comparison of current and prior-year results; actual and budgetary information; and as appropriate, a comparison of specific benchmarks to your results. We'll also re-evaluate relative levels of inherent risk and control risk based on results so far and tailor audit programs based on final decisions of evidence desired from a combination of internal control testing, analytical procedures, and substantive tests of detailed transactions.

The Analytical Procedures We'll Use in Your Audit

Analytical procedures are generally performed throughout the audit engagement, and result in substantial discussion with management. Initially, we use common-size financial statements and trend and ratio analyses, among other techniques, to aid us in developing our audit plan and tailor-made government audit programs. We make comparisons between current and prior-year results, actual and budgetary information, and against industry benchmarks. Nonfinancial data and external information are incorporated in our procedures to enhance their validity, and information is disaggregated as much as possible to improve precision. During our substantive testing of balances, we typically evaluate the detail of changes to certain accounts. For example, this approach is often used with sampling in our testing of loans, long-term debt, and investment accounts. For other accounts, we frequently use predictive analytical tests. At the conclusion of the audit, the audit team analyzes the financial statements with a holistic view in light of the results of all auditing procedures performed.

How We'll Assess Your Information Systems and Internal Control

Gaining an understanding of your information systems and internal control, including compliance with laws and regulations, is a critical step in the audit process. The nature and extent of the City's deployment and use of IT to process accounting information can have a significant impact on an auditor's assessment of, and reliance on, internal control. Many internal controls that were "human-based" in the past are now embedded in software application programs. At Moss Adams, we recognize the importance of using dedicated IT professionals on every audit engagement to evaluate the technology environment and assess its impact on audit procedures and our reliance on internal control.

Our IT group will participate in the audit by working in tandem with our audit team to assess and document the technology environment and controls during interim work. They'll provide an advisory conclusion to the audit team about the control risks and fraud risks associated with your system and provide suggestions to you for areas of improvement they notice.

Interim

How We'll Understand and Document Your Internal Control Structure

We'll obtain copies of all available system and policy/procedure documentation from your finance, human resources, IT, and other personnel responsible for such documentation. This may include organization charts, narratives, and flowcharts. We'll supplement this documentation with our own, if necessary.

We'll review this documentation and meet with your personnel to make inquiries about, and discuss questions that arise from, our review. This review will include, in accordance with professional audit standards, evaluating the design of your controls, identifying control gaps, and evaluating whether controls have been placed in operation. We use a proprietary audit planning package to assist us in documenting your internal control and our assessment of the adequacy of internal control over your various processes. As mentioned earlier in our discussion of the audit approach, the framework of this system incorporates the requirements of auditing standards related to internal control and fraud detection, including IT. Our IT professionals will perform the above steps as they relate to the IT systems and environment.



Throughout this process, we look for opportunities for you to improve your internal control and accounting procedures and will communicate our recommendations for improvement as appropriate. Copies of your documentation related to your internal control structure will be retained in our audit file. This documentation will be updated annually for any changes through discussion with you.

Audit Sampling

We use two basic approaches to audit sampling for tests of monetary balances: statistical sampling using our data extraction software's monetary unit sampling (MUS) approach, and nonstatistical sampling. Considerable judgment is required in determining the appropriate values for the inputs used to compute the sample size. Sample sizes will depend on the population size, desired level of confidence, and tolerable deviation.

The following five factors are among those considered when using MUS or nonstatistical sampling:

- Desired level of confidence in or assurance from the sample
- Tolerable misstatement in dollars or tolerable deviation rate
- Expected misstatement in dollars or expected deviation rate
- Population size in dollars or number of items
- Number and total dollar amount of individually significant items in the population

Final Substantive Testing



We'll perform final substantive work for the audit. We'll also perform substantive analysis of commitments, contingencies, and legal matters; and review of the management discussion and analysis, footnote disclosures and statistical section. Procedures include the following:

- Conduct an analysis of the detail of changes to certain accounts such as capital asset, long-term debt, and investment accounts
- Confirm existence of certain assets, such cash, investments, and receivables
- Perform independent valuation testing of investments
- Perform predictive analytical tests using specific data to develop expectations and/or procedures, such as agreeing information to supporting documentation
- Test approvals, timeliness of submission, and trace data to the general ledger for federal and state programs
- Perform a holistic review of the financial statements in light of the results of other auditing procedures at the conclusion of the audit

After reviewing your ACFR, we've identified a number of areas that we'll focus on during the audit.

Significant Audit Area	Planned Audit Assurance From			
	Risk Assessment	Test of Controls	Analytical Procedures	Test of Details
Cash and investments	✓	✓		✓
Grant revenues and receivables	✓	✓		✓
Charges for services revenues and receivables	✓	✓	✓	✓
Tax revenues and receivables	✓		✓	✓
Inventory	✓	✓	✓	✓
Capital assets	✓	✓	✓	✓
Long-term debt	✓	✓		✓
Fund balance / net position	✓			✓
Payroll expenditures	✓	✓	✓	

Significant Audit Area	Planned Audit Assurance From			
	Risk Assessment	Test of Controls	Analytical Procedures	Test of Details
Materials and services expenditures and payables	✓	✓	✓	✓
Pension, OPEB, and other liabilities	✓			✓
Interfund transactions	✓			✓
Financial reporting	✓			✓
Federal grant compliance	✓	✓		✓

Post-fieldwork and Reporting

We don't like surprises, and neither do you. That's why we hold an exit meeting with management at the end of interim and year-end fieldwork to discuss any findings, open items, or other issues—including the results of our audit (or fieldwork testing). This allows management to check that our findings are accurate as well as informing them of issues. After we've determined the points are valid, we'll provide draft reports to review prior to final issuance.

We'll present the financial statements and the communication letters at a City Council meeting at the conclusion of our audit.

Report Delivery

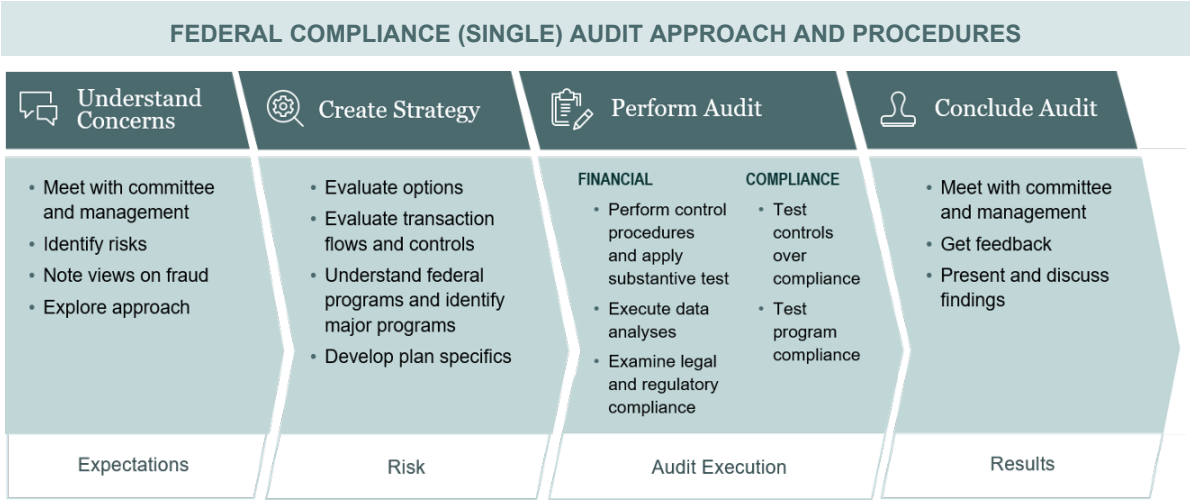
Our firm policy is to deliver the audit reports and finalize our working papers as soon as possible after the completion of fieldwork. We commit to meeting all applicable deadlines for your audit, assuming we're provided all necessary information and data (i.e., client-prepared schedules and completed financial statements) in a complete and timely manner, and as long as no unexpected events beyond our control occur (i.e., material weaknesses in internal control or illegal acts noted during the audit). Our plan is to issue all of the reports prior to the deadlines noted in your request for proposal (RFP).

Pertinent Management Letters

It's customary for our firm to produce a management letter and communicate verbally and in writing in conjunction with each engagement. The audit process provides an opportunity to assess performance and trends, identify opportunities to improve internal controls and/or accounting efficiency, and spot emerging needs or opportunities. By reporting these conditions and opening them to discussion, the management letter can play an important role in maintaining the financial health of the organization.

TOUCHPOINTS THROUGHOUT THE YEAR

Part of the way we can be more collaborative and serve you as a business advisor, not just an auditor, is by meeting with you outside of audit time. We call these **Meaningful Meetings** and plan at least four of them throughout the year. We can stay up to speed on changes in your business and you'll hear about outside impacts to your business.



Given our vast experience in this area and our sizable Government Services Practice, we have a deep understanding of the challenges involved in adhering to grant requirements at all levels: federal, state, and local. We understand federal compliance audit principles and the compliance requirements contained in the Office of Management and Budget (OMB) Compliance Supplement as well as other sources of compliance requirements. We maintain relationships with the Government Accountability Office (GAO), OMB, and several federal and state agency personnel. This allows us to communicate with them directly to determine their specific needs and requirements from the audit process.

Our general audit approach follows the guidelines and framework in Government Auditing Standards (GAS) and the Uniform Guidance for Federal Awards. This approach is risk-based, beginning with the identification of major programs for audit and the related applicable compliance requirements described in the OMB Compliance Supplement, grants, and contract agreements.

Planning for the Federal Compliance Audit

The process begins with a review of your schedule of expenditures of federal awards and consideration of the requirements of the Uniform Guidance for Federal Awards, your grants and contract agreements, and GAS. This is followed by:

- An assessment of each federal program and the associated audit risks to determine which are major programs to be audited
- Further assessments of:
    - Technology and your organization
    - Materiality
    - Internal controls in place for each program
    - State and local compliance requirements
    - Results of desk reviews and on-site reviews by regulatory agencies
    - Design of an audit approach specifically fitted to the circumstances that allows for a high-quality and efficient audit

Determining Applicable Laws and Regulations for the Federal Compliance Audit

- Review of the OMB Compliance Supplement, grant agreements, contracts, and related publications to determine the applicable compliance requirements for each major program
- Analysis of instructions from pass-through agencies and existing regulatory guidance
- Management inquiries
- Review of communications from regulators and relevant national and state accounting bodies

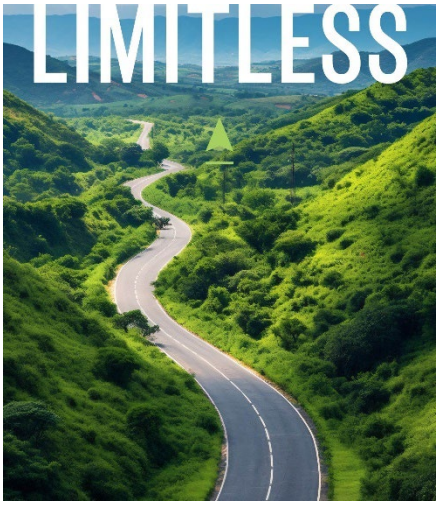
Drawing Audit Samples for the Federal Compliance Audit

- Specific tests of internal control and of compliance are designed and may include the use of audit samples.
- Appropriate sampling techniques are determined and tailored to the particular test.
- Data extraction software may be used.

Reporting Noncompliance and Findings

- We use a tiered approach that assesses the significance of an observed error, potential lack of effective control mechanism, or instance of noncompliance.
- We use an assessment that includes the materiality of the issue to each major program and an analysis of the pervasiveness of the issue.
- We identify and report only those major systemic problems that put the organization at risk or constitute significant noncompliance as required by professional standards. Isolated instances and administrative errors not required to be reported more broadly are usually reported only to management.

D. COMMUNICATION WITH THOSE CHARGED WITH GOVERNANCE



Your auditor is required by auditing standards to communicate certain matters to those charged with governance of your organization, such as your City Council, and with management. Such communications are required when planning the audit as well as when the audit is complete.

In the planning phase, we'll communicate such matters as our responsibilities concerning the financial statement audit, independence matters, and the planned scope and timing of the audit. At the outset of the engagement, we'll strive to create two-way communication so we can hear from you about matters you consider relevant to the audit, such as strategic decisions that may significantly affect the nature, timing, and extent of audit procedures; the suspicion or the detection of fraud; or other concerns you have.

At the conclusion of the audit, we'll communicate the results of our audit and significant findings or issues from the audit. These may include our views about the qualitative aspects of your significant accounting practices, including accounting policies, estimates, and financial statement disclosures. We'll also communicate material audit adjustments and uncorrected misstatements. In addition, we're required to communicate to you all significant deficiencies and material weaknesses.

Finally, our communication typically includes best practices, exceptions encountered during testing, other deficiencies in internal control that aren't considered material weaknesses or significant deficiencies, and recommended areas of improvement.

FREQUENCY AND TYPE OF COMMUNICATION

We'll communicate with the City's audit and board through in-person meetings to present the results of the financial statement audits performed as well as a formal written report. Additional meetings may be arranged and can be facilitated in person and/or by phone. Communication with management will occur during fieldwork in the form of entrance and exit meetings at the end of fieldwork as well as periodic updates throughout the course of fieldwork with questions regarding any issues that are identified.

Type of Communication	Frequency	Method
Draft report	Once, following fieldwork	In person or email, as requested
Final report	Once, following review of draft	In person
Ongoing communication	Ongoing throughout the year	In person, email, and phone
Leadership check-ins	Annually or semiannually	Phone
Industry communications	Bimonthly or quarterly	Email Alert or Insight
Webcasts	As scheduled (on average, quarterly)	Scheduled and on-demand
Seminars and events	As scheduled	In person

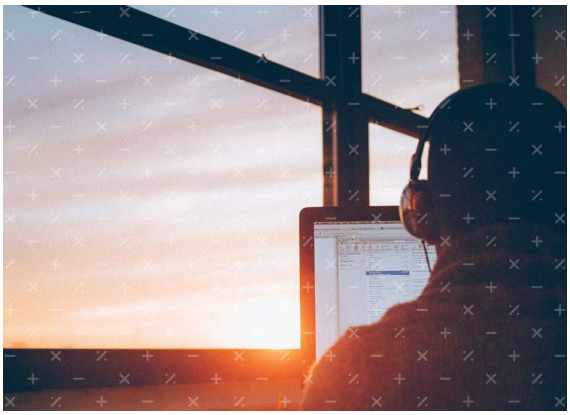
E. TECHNOLOGY IN THE AUDIT

In today's fast-paced business environment, we use a wide range of technological tools to bring efficiency and accuracy to every engagement. Here are some of the standard firm technology tools we may use in your engagement:

- **Audit Command Language (ACL)** is a high-powered, data-mining tool. Using ACL, our team can analyze up to 100% of data populations of nearly any size and quickly extract useful information. Our analysis of your data is more efficient, and we can identify exceptions faster using ACL's hundreds of built-in data analysis commands and tools. It also allows us to scope large data sets and drill down based on various characteristics.
- **ProSystem fx Engagement** is our trial balance and paperless audit documentation software. This software electronically links all efforts we use in the audit process. After obtaining your data and importing or scanning it into the system, our auditors can access the full working paper files from any location with internet access—or synchronize documents ahead of time to our fully encrypted hard drives when working without internet access. We then document our audit procedures using custom templates in Microsoft Excel and Word, and Adobe Acrobat.
- **MindBridge** is a data science and machine learning platform. This software is used in our journal entry testing procedures, which are required on all audits. Specifically, it is used for non-PCAOB audits. This tool uses techniques to uncover outliers and anomalous transactions for 100% of transactions in a given general ledger data set.
- **Kira** is a patented machine learning software that identifies, extracts, and analyzes content in contracts and documents with unparalleled accuracy and efficiency. This software can be used to scan documents such as loan or lease agreements, to help us identify critical components for the audit.

- **DataSnipper** is an intelligent audit platform within Excel that accelerates the speed and quality of your audit by 10 times. Specialized in tests of details, tests of controls, walkthroughs, contract reviews, and other audit procedures, this tool reads PDF or other non-excel-based documents and pulls out pertinent information for our auditors to use in testing.

MOSS ADAMS CLIENT PORTAL



As a client-centric advisory firm, Moss Adams is focused on elevating the digital servicing experience for our clients. To do this, we use our client portal, a secure web-based tool that easily transfers and temporarily stores sensitive documents related to your engagement. The portal can accommodate extremely large data files, and because it's a private portal, it's also vastly more secure than email or physical media. The portal stores data files on Moss Adams servers located at our off-site commercial data center. It's designed to be user-friendly and accommodate the way your team works, while simultaneously streamlining the file-sharing process and accelerating the transfer of your files.

The portal creates a single entry point for all things Moss Adams—whether providing engagement documents, checking status, or getting relevant accounting, consulting, or wealth management information. This is a self-managed, simplified way for our clients to engage and interact with Moss Adams on a value-added, differentiated basis.

EMERGING AUDIT TECHNOLOGY

At Moss Adams, we continually explore new ways to advance our business intelligence and technology tools so we can stay ahead of disruption in our profession and continue to modernize our audit approach. The following are some of the most leading-edge tools our teams are using to increase the efficiency, learning, and value we deliver to clients during the audit process:

- **DataRobot** is a tool that allows our professionals to develop predictive models that can be applied to a wide variety of problems and opportunities associated with unstructured and structured data. Application within our assurance practice has included providing additional risk-driven insights to our clients and engagement teams, increasing the value proposition of our approach.
- **Robotic Process Automation (RPA)** is a cutting-edge form of business process automation technology. RPA helps automate redundant processes such as data mining and entry, freeing up our practitioners to focus on analyzing and interpreting information that will provide our clients with valuable insights. For example, we could use RPA to teach a computer to input information from a website into a spreadsheet for further analysis—ultimately leading to more advanced analytics.
- **Data visualization** isn't necessarily a new technology, but leveraging it within our assurance practice has proven to further increase our effectiveness in delivering service to our clients. We've introduced technologies such as Tableau and Microsoft PowerBI within our engagement processes, resulting in advanced visualization of client data which we utilize during our engagements and share with our clients, increasing insight into important operational data.

- **Workflow automation** products help automate redundant processes to assist our people in analyzing data and various pieces of the processes. The software is designed to make advanced analytics automation accessible to any data worker. It allows us to easily transform and cleanse data sets so we can start our real work faster. It also allows us to link various data sets together to increase our analytical capabilities. We currently use this tool for quality control steps and data transformation in the assurance practice and have many proof-of-concepts in flight.



- **Machine learning** tools leverage advanced algorithms and data analysis techniques to automate processes, uncover insights, and enhance decision-making. We use machine learning tools like MindBridge and Kira to assist auditors in analyzing content from contracts and documents. These tools aid in journal entry testing procedures by identifying outliers and anomalous transactions, providing a comprehensive analysis of all transactions within a general ledger dataset.

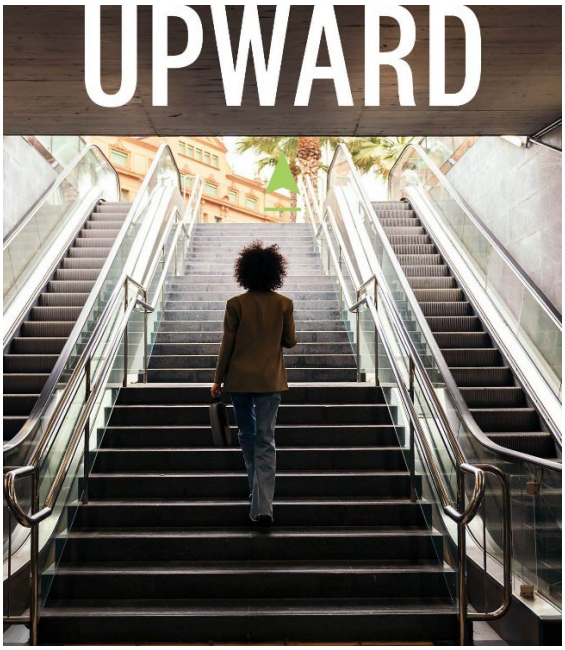
2. Proposed Timeline

The following is a proposed first-year engagement schedule for the City. We'll discuss any adjustments you may need when we meet with you.

Service Description	Proposed Timing	Location
AUDITOR TRANSITION		
Schedule to meet with your prior auditor to review their working papers	August or September 2024	On-Site or Remote
AUDIT PLANNING		
Meet with management for pre-audit planning and to obtain an understanding of systems, internal controls, and current-year issues	August or September 2024	On-Site
Provide management with a detailed list of items needed to perform the audit, including the timing of when items are needed	September 2025	Remote
Perform fiscal year-end inventory count checks	End of September / Early October 2024	On-Site
Send confirmations of cash, investment, and other accounts as deemed necessary	October 2024	Remote
AUDIT FIELDWORK		
Perform interim audit fieldwork and tests of internal controls	December 2024	On-Site
Perform substantive audit fieldwork	January 2025	On-Site
REPORT PREPARATION		
Present draft of financial statements, audit report, and management letter to senior management	By March 5, 2025	On-Site or Remote
Issue audit report, and management letter to the audit committee or board of trustees	By March 15, 2025	On-Site or Remote
BOARD COMMUNICATIONS		
Present final audit results to the City Council	March or April 2025	On-Site or Remote

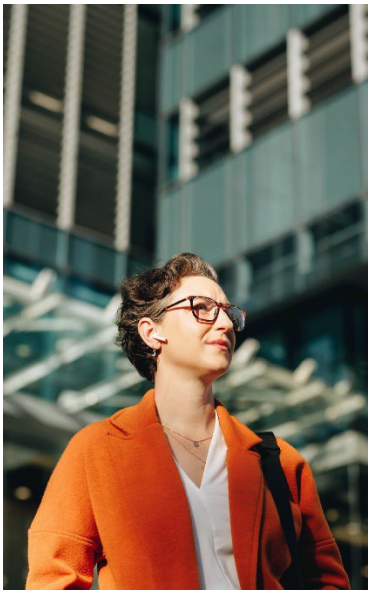
Meeting Deadlines

Our firm's organization is well suited to remaining nimble when unforeseen issues arise with your audit. Overall, the best way to make sure deadlines are met is careful planning. That's why we're so insistent about meeting with your team well before the audit to agree on responsibilities and deadlines and to be proactive about addressing potential issues. In addition to planning, our relatively low staff turnover makes it extremely likely that your team will remain consistent throughout the audit and even from year to year. The further value in a consistent team is they'll be familiar with the City, which leads to a more efficient audit.



Our firm's staff is also used to being flexible, and our firm's philosophy means an auditor doesn't work for a particular office or region—they're part of a firmwide team and will go where they're needed at a moment's notice. Firmwide, our governmental team has more than 300 professionals who are experienced and qualified to step in if needed to meet your audit deadlines. Finally, our partners are invested with a large amount of decision-making authority, and issues can often be resolved without going outside of your service team. However, if an issue arises where we need to consult with our national office, they're just a phone call away, and decisions are made as quickly as needed. As with any client service provider, we understand the importance of keeping your business running on schedule, and we're used to being flexible to meet our clients' needs.

3. Your Strategic Resource



You're not the average City, and we're not the average accounting firm. We seek out clients we're motivated to work for and work with, building collaborative and meaningful relationships with them. When you invest in Moss Adams as your service provider, you invest in the future of your city. We're on the ground with our clients when they need us, on the phone answering questions, and constantly maintaining awareness of industry changes through a combination of association participation and continuing education. Beyond that, our team members and partners will share regular insights and work to uncover any opportunities for the City to achieve your goals, simplify your processes, or improve your financial health.

We promise to be proactive, candid, accessible, and knowledgeable—always ready to share our expertise, but seeking first to listen to make sure we understand your operations, your unique needs, and how we can help. It's the innovative way we apply those skills to your specific circumstances that sets Moss Adams apart.

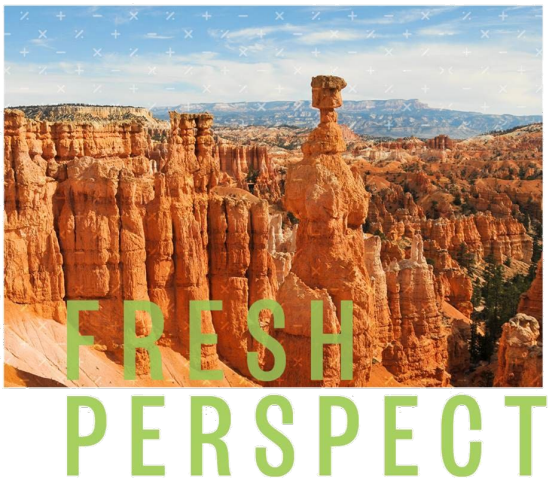
We understand your needs aren't limited to any given engagement or even any given service. Delivering a full spectrum of accounting, consulting, and wealth management services, we offer our perspective to help you conquer challenges as you plan for what's next. The benefit to the City is that our firm can surpass the level of support and value offered by a standard accounting firm or even many of our middle market–focused peers. If you have questions related to any audit, tax, or consulting matters outside of your engagement team's expertise, we'll introduce you to the appropriate resource within our network and meet with you to discuss your options. We're well positioned to meet not only your immediate service needs, but also other needs that arise over time.

For instance, in addition to our assurance services, we have a broad array of consulting and value-added services to offer. Like all our professionals, the people who make up your engagement team offer a wealth of experience and are trained to identify opportunities for improvement that fall outside typical audit work. Indeed, attention to a broad range of financial and operational disciplines is an approach that's hardwired to our practice. We do this because we place a high value on having peripheral vision when it comes to your organization and operations. It's the difference between being a trusted business resource and just an auditor.

Our holistic approach is grounded in a focus on reducing risks, strengthening controls, and enhancing performance. Performance and internal audits, cybersecurity and technology audits, and construction and capital program audits are core components of our services. For instance, our performance audits focus on department, function, and program economy, efficiency, and effectiveness. Our internal audits focus on assessing select key controls in areas deemed important to protecting assets and resources, as well as processing and reporting timely financial information. Cybersecurity and technology audits concentrate on data security and a wide range of technology compliance requirements. Capital program and construction audits focus on measuring uncertainty related to manageable functions and processes and ensuring costs comply with contract requirements.

Below is a summary of each of the services noted above plus a partial list of consulting services we offer to governments. Though we offer these services, we wouldn't undertake any consulting projects for you in the future that would in any way impair our independence as your auditor.

Performance Audits



Moss Adams operates a full-service government audit and consulting practice that serves city, state, county, tribal, federal, and special purpose district governments. We have been a leader in government performance audits for over 30 years and typically perform 20 to 30 performance audits each year.

Performance audits; policy, and procedure compliance audits; management reviews; IT audits; and internal controls assessments are frequent components of the government services we provide. Our team is very knowledgeable of the unique requirements of city governments, and we have earned recognition and an outstanding reputation for our services based on a solid track record and discriminating analysis.

Our performance audit professionals come from government, private industry, and public accounting. Our leadership team is comprised of professionals with more than 25 years of average professional experience. Our firm's training requirements for performance audit staff help make sure that our knowledge remains current. Unlike many of our competitors, Moss Adams has a dedicated team that conducts performance audits and other similar consulting projects year-round, resulting in an experienced team that can bring best practices and project efficiencies to the City.

Internal Audit Solutions

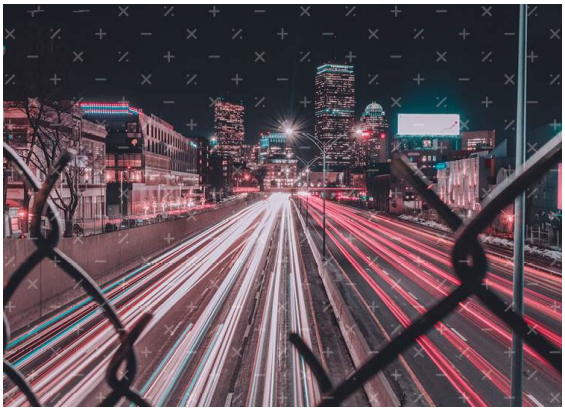
Despite the mounting pressures and challenges you face, you can achieve your organization's goals, improve your local capability and efficiency, and reduce your compliance costs. Moss Adams can help you implement a cost-effective internal audit function that will be valued by your management and board members.

We can work with you to address challenges, such as the following:

- Audit/Finance committee expectations
- Internal control problems
- Inefficient business control processes
- High fixed internal audit costs
- Unfulfilled internal audit needs
- Insufficient coverage of information technology
- Compliance failures

Cybersecurity Consulting Services

Today, nearly all business and financial operations are technology driven, making IT systems central to your organization's sustainability. This means nothing's more important than being sure of the security and availability of those systems and protecting both your sensitive corporate information and the personal information of your employees and customers.



Our proven methodologies empower you to make decisions to help keep your IT systems safe and operational. We can provide an independent review and analysis of your organization's cybersecurity and related practices, including network infrastructure design, network perimeter protections, anti-malware and data leakage strategy, mobile device security, system security controls, backup and restoration processes, physical access controls, policies and procedures, and security management. Your team of cybersecurity consultants will be made up of skilled veterans with experience in the government industry.

Our cybersecurity consulting services include the following:

- Disaster recovery and business continuity planning
- Application code security reviews
- Web application penetration testing
- Security analytics
- Network vulnerability assessments and penetration testing
- IT security assessments
- Social engineering
- Wireless network assessments

IT Audits and Consulting

We're very familiar with a wide spectrum of software and hardware used by governments and have helped many organizations with technology planning, networking, and related IT issues. Our team can help your organization update systems, evaluate the range of options, and integrate current and future needs into a practical and sensible systems solution.

Technology Assessments

All too often management information systems don't meet an organization's needs. As business changes, many organizations quickly outgrow their existing technological capabilities. The purpose of a technology assessment is to evaluate the efficiency and effectiveness of current systems' infrastructure and environment in contributing towards the organization's overall goals and objectives.

Construction Audits

Our consulting team has significant experience performing construction cost and compliance audits. We've audited numerous large-scale public and private construction projects valued from $2 million to $3.5 billion, including many municipal projects. We complete many construction projects each year, ranging from full program reviews to close-out audits. In these engagements, we've acted as the principal auditor.



We bring the requisite understanding and knowledge of construction management methods, contracting strategies, project controls, and engineering to conduct successful construction audits. This team—consisting of skilled professionals and performance auditors—has completed multiple construction audits and is familiar with different types of construction contracts and project delivery methodologies. We've worked directly with general contractors and/or construction managers on issues arising out of schedule delays, construction quality, change orders, excess charges, and project progress reporting.

We understand site requirements as well as local and state regulation and compliance issues. Our team includes professionals who have outstanding credentials, capabilities, and knowledge of the construction industry along with the skills and capabilities of certified construction auditors needed for the engagement. Our combined professional accounting, engineering, and construction expertise will be of specific value to the City.

Benefit Plan Audit Services

Our Employee Benefit Plan Services group offers a wide variety of administration, consulting, and plan accounting services. These services are designed to maximize your competitive position in attracting and maintaining high-quality employees, while making sure of your compliance with regulations and laws regarding employee benefits.

Information Systems Planning

The effective application of technology is a major strategic and competitive challenge in contemporary business. Effective planning is essential to make sure that investments in technology translate into competitive advantage and bottom-line results.

SCORE!

SCORE! is a diagnostic consulting service that helps our government clients assess the effectiveness of their internal systems and operating procedures. In a SCORE! engagement, we conduct assessments that help locate and eliminate common problems that can lead to long-term financial harm for the organization. This service is a fully customized modular tool that's adaptable for different settings and circumstances.

Strategic Planning

The exempt industry is experiencing tremendous change under overwhelming constraints. Organizations are realizing the need to rethink strategies to survive and thrive in the future. Now, more than ever before, strategic planning has become a critical issue for exempt organizations. We encourage our clients to think, plan, and act strategically for the future. We've found that the most successful organizations today have a clear sense of purpose, effective leadership, and a comprehensive plan.

Policy Development and Documentation

Policy guides the intended use and purpose of systems within an organization and frequently must be addressed before system planning. Because policy-level issues often span the business functions of an organization, our involvement frequently addresses high-level policy and procedure issues.

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D. Cost of Services

1. Expected Hours and Total Cost Information

For our clients, it's about more than the dollars you pay at the end of the day; it's about value. Consider both the tangible and intangible benefits of working with us. You'll get solid and timely deliverables. But more than that, the experience you'll have working with forward-thinking, industry-specialized professionals who work side by side with you to explore new possibilities is where you'll see the value. Invest in your future prosperity and experience a different style of service with us.

Attachment A

Not to Exceed Cost for Proposed Audit Service Schedule - City of Idaho Falls

In accordance with the Request for Proposal for Professional Auditing Services issued by the City of Idaho Falls, Idaho, the firm referenced below hereby submits the following hourly fee quotation, hours proposed for all positions to be assigned to the audit, and total cost proposal for the City of Idaho Falls:

Fiscal Year Ended September 30, 2024 (Year 1)

Key Personnel	Financial Statement Audit Hours	Single Audit Hours, Per Major Program	Passenger Facility Charge (PFC) Program	Total Hours	Hourly Rate	Total Cost
Engagement Partners	8	3	2	13	$ 645	$ 8,385
Engagement Manager	125	7	5	137	$ 450	$ 61,650
Engagement Senior	150	15	8	173	$ 270	$ 46,710
Engagement Staff	240	35	20	295	$ 220	$ 64,900
Clerical/Support Staff	-	-	-	-	$ -	$ -
Subtotal	**523**	**60**	**35**	**618**		**$ 181,645**
				-		
Other Costs (Travel, printing, supplies, materials, etc., Add more lines as needed)						
1 - Travel Costs						$ 15,500
2 - Less Discount						$ (42,145)
3 -						$ -
4 -						$ -
Total Other Costs						**$ (26,645)**
Total Cost Proposal, Year 1						**$ 155,000**

Attachment A-Not to Exceed Cost for Proposed Service Schedule-City of Idaho Falls 1 of 3

Attachment A

Not to Exceed Cost for Proposed Audit Service Schedule - City of Idaho Falls

Fiscal Year Ended September 30, 2025 (Year 2)

Key Personnel	Financial Statement Audit Hours	Single Audit Hours, Per Major Program	PFC Program	Total Hours	Hourly Rate	Total Cost
Engagement Partners	8	3	2	13	$ 668	$ 8,684
Engagement Manager	125	7	5	137	$ 466	$ 63,842
Engagement Senior	150	15	8	173	$ 279	$ 48,267
Engagement Staff	240	35	20	295	$ 228	$ 67,260
Clerical/Support Staff	-	-	-	-	$ -	$ -
Subtotal	**523**	**60**	**35**	**618**		**$ 188,053**
				-		
Other Costs (Travel, printing, supplies, materials, etc., Add more lines as needed)						
1 - Travel Costs						$ 14,750
2 - Less Discount						$ (42,378)
3 -						$ -
4 -						$ -
Total Other Costs						**$ (27,628)**
Total Cost Proposal, Year 2						**$ 160,425**

Fiscal Year Ended September 30, 2026 (Year 3)

Key Personnel	Financial Statement Audit Hours	Single Audit Hours, Per Major Program	PFC Program	Total Hours	Hourly Rate	Total Cost
Engagement Partners	8	3	2	13	$ 691	$ 8,983
Engagement Manager	125	7	5	137	$ 482	$ 66,034
Engagement Senior	150	15	8	173	$ 289	$ 49,997
Engagement Staff	240	35	20	295	$ 236	$ 69,620
Clerical/Support Staff	-	-	-	-	$ -	$ -
Subtotal	**523**	**60**	**35**	**618**		**$ 194,634**
				-		
Other Costs (Travel, printing, supplies, materials, etc., Add more lines as needed)						
1 - Travel Costs						$ 15,000
2 - Less Discount						$ (43,634)
3 -						$ -
4 -						$ -
Total Other Costs						**$ (28,634)**
Total Cost Proposal, Year 3						**$ 166,000**

Attachment A

Not to Exceed Cost for Proposed Audit Service Schedule - City of Idaho Falls

Check if using a substitute form ☐

I hereby certify that the undersigned is authorized to represent the firm stated below, and empowered to submit this bid, and if selected, authorized to sign a contract with the City of Idaho Falls, for the services identified in the Request for Proposal.

Firm Name: Moss Adams LLP

Signature: 

Printed Name Keith Simovic

Title: Partner

Date: 7/23/2024

Attachment A-Not to Exceed Cost for Proposed Service Schedule-City of Idaho Falls 3 of 3

Fee Details

Subject	The Details
Client Acceptance Procedures	The scope of work and fee quotes are subject to our client acceptance process, which: 1) verifies that all parties understand the specific services we're being asked to perform; 2) ensures contract terms are acceptable to both parties and in agreement with professional standards; and 3) confirms we've staffed the engagement with individuals qualified with the necessary experience to fulfill our commitments to our prospective client. We'll also need to complete our inquiries of your former auditor as required by our professional audit standards.
First-Year Costs	We acknowledge that changing auditors can be disruptive to your staff's routines since a new audit team needs time to learn your systems. We'll absorb all transition costs.
Progress Billing	Progress billings are based on hours and expenses completed at the time of billing. Bills are due upon receipt. We reserve the right to charge interest on accounts over 30 days past due. Up to 75% of each annual audit fee will be billed through our progress billings prior to issuance of the audit reports. Our billings will itemize the financial statements, single audit, and passenger facility charge audits.
Expenses	Our planned travel costs are built into our Not to Exceed Cost for Proposed Audited Services Schedule – Attachment A. Travel time is billed at one-half our standard rates. Moss Adams will include a standard 5% administrative and technology fee as part of standard expenses on all engagements. This fee covers certain costs that some firms bill separately, including tax and report processing charges, confirmation fees, filing fees, technology fees, and administrative billable time.

Subject	The Details
Cost Overruns	During the course of the audit, we'll measure our progress against our planned budget. If situations arise that are significantly different than our expectations, we'll bring them to your attention immediately and discuss various options before we proceed. We'll meet weekly during the course of fieldwork with the appropriate parties to ensure there are open lines of communication between our organizations.
Future New Audit, Review, and Accounting Standards	Our fee estimate discussed herein is based on accounting and professional standards that exist and are applicable as of the date of this proposal. To the extent that future rulemaking activities require modification to our audit approach, procedures, scope of work, etc., we'll advise you of such changes and the impact on our fee proposal. If we're unable to agree on the additional fees, if any, that may be required to implement any new accounting, auditing, and review standards that are required to be adopted and applied as part of our engagement, we reserve the right to withdraw from the engagement, regardless of the stage of completion.
Single Audit	Our fee estimate for the single audit is based on the assumption that you'll have one major program for fiscal year ending September 30, 2024, and that there may be more or fewer major programs in each subsequent fiscal year. If additional major programs are required to be audited, we estimate the additional cost at $12,000 per major program.
Predecessor Auditors	Our fee estimates are based on the assumption that the predecessor auditors will provide timely access to their audit working papers for the year ended September 30, 2023. Further, it's assumed that the audit work performed by the predecessor auditor will be adequate to support beginning balances.
Audit Preparation	Our proposed fees are based on the presumption that your books and records will be ready for audit and minimal audit adjustments will be required. If accounting assistance is required to reconcile accounts, we'll discuss the issues with you, and additional fees will be billed separately, at our standard rates. Additionally, our fee quote assumes that we won't identify any audit findings, including significant deficiencies or material weaknesses. If potential audit findings are identified, costs for investigating and reporting them will be in addition to our audit fees.

2. Technical Assistance

We understand that as part of the overall audit contract, the City expects to receive a variety of technical assistance from us throughout the fiscal year that may include inquiries regarding accounting, reporting, and internal control issues.

Routine Phone Calls and Emails

Our policy is to not charge for short telephone calls seeking miscellaneous advice unless those consultations require significant additional work or research. If a matter requires further follow-up, we'll discuss a fee estimate with you before incurring significant time.

Minor Research and Consultation

If we're requested to provide minor research or consultation service, we'll estimate the number of hours necessary to provide the requested services. We'll then provide a fee quote for your approval before commencing any work. Our fees for these services are billed at our standard billing rates listed in the Expected Hours and Total Cost Information section under Attachment A, by year.



3. New Accounting and Audit Requirements



The GASB is continuously issuing new accounting standards with varying implementation dates on topics as they see divergences in practices throughout the industry or based on new perspectives introduced by other accounting standard setters. You need an auditor who can assist you with navigation and practical application of these new standards.

As new GASB standards are issued, we typically summarize their purpose and implementation timing in communications that go out throughout the year (i.e., published articles or webinars). Many of our clients prefer us to present an accounting update to those charged with governance during either entrance or exit communications, or both. Prior to any presentation to those charged with governance, we take an in-depth look with management to discuss each new standard's potential impact and help them strategize on the best timing for implementation.

No new accounting pronouncements or audit requirements are expected to be implemented in the next three years; therefore, no additional audit fees will be assessed.

4. Development Resources/Training



As part of our service commitment to our clients, we offer training and resources to help you and your team stay up to date on industry developments and operational best practices used by other successful organizations we work with. As a valued Moss Adams client, you'll receive useful guides and additional thought leadership, plus access to industry-specific events and webcasts where your teams can earn CPE. Our commitment to you includes keeping you up to date on industry trends and providing timely advice on the impact of emerging industry issues so you can make smart, informed decisions about your organization.

We offer the following resources to our clients, free of charge.

Online Publications

Keeping you informed about changes in the financial landscape is one of our top priorities. We closely monitor regulatory agencies, participate in industry and technical forums, and write about a wide range of general as well as industry-specific accounting, tax, and business issues. The goal? To provide you with actionable information and guidance to help your organization succeed.

This information comes in two main forms, both delivered to you via email:

- **Alert.** Time-sensitive news about tax and regulatory changes.
- **Insight.** The big picture on accounting and business topics.



Webcasts



Continuing education is vitally important to us, and we're happy to share our knowledge with you and your staff. We offer a wide range of topical online seminars, many of which are archived and available on demand, allowing you to watch them on your schedule—play, pause, or resume later. Visit mossadams.com/industries/government-services to learn more and browse webcasts currently available on demand.

Currently Available On Demand

- Governmental Accounting Standards Board Updates (presented July 2024)
- 2024 Revisions to OMB Uniform Guidance (presented July 2024)
- Adopting the Current Expected Credit Losses (CECL) Standard (presented June 2024)
- Recognize Fraud Schemes Targeting Local Governments (presented June 2024)
- Achieve Your Goals with an Organizational Assessment (presented December 2023)
- ESG Reporting Considerations for Governmental Organizations (presented November 2023)

Other topics covered in our webcast series include the following:

- Cybersecurity
- Construction Audits
- Performance Audits

Seminars and Events



You'll be invited to attend numerous conferences and networking events presented by our firm and distinguished guest speakers. Our events are opportunities for you and your staff to meet our professionals, share best practices with industry peers, and earn CPE.

Professionals from our Government Services Practice have participated in the following events:

- Association of Government Accountants – local chapters
- Business of Airports Conference
- California Society of Municipal Finance Officers (CSMFO) Annual Conference
- Central Region Government Seminar
- GFOA Annual Conference
- Medford Governmental Accounting Conference
- National Airports Conference (NAC)
- National Council on Teacher Retirement (NCTR) Annual Conference
- New Mexico Society of CPAs (NMSCPA) Government Finance Experts Conference
- Oregon Government Finance Officers Association (OGFOA) Spring and Fall Conferences
- Oregon Governmental Accounting Conference
- Public Pension Financial Forum (P2F2) Conference
- Washington Region Governmental Technical Update/Seminar
- Washington Society of CPAs (WSCPA) Governmental Accounting & Auditing Conference

5. Special Request Fees

Fees for other services not listed in the fee table would generally be at our standard billing rates listed in the Expected Hours and Total Cost Information section under Attachment A, by year, subject to your approval prior to commencing the work. If any additional advice or service requires a significant time commitment, there will be an associated fee, which we'd discuss and agree with you before commencing additional work.



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E. Additional Information

Why Choose Moss Adams?

THE MOSS ADAMS DIFFERENCE



Three main differences set Moss Adams apart from other firms…

1 The first is our commitment to providing you with noticeably superior service. We believe it's not acceptable to assign only junior-level employees to smaller client engagements. Regardless of the scope of the engagement, or the complexity of a client's operations, each and every client deserves direct attention and involvement from us at the partner and senior manager levels. We lead with our experience and expertise, and that comes from having seasoned people who are knowledgeable about your industry, your challenges, and the services you need to help strengthen your financial position. Our own research with clients and prospects indicates that the client service part of our relationship is as important as the professional service part of our relationship. We'll always provide the City with exceptional client and professional service.

2 The second difference is the quality of the service you'll receive. Quality has always been the foundation of our business. It's core to our training, our values, and our attitude. Many of our policies, processes, and procedures regarding quality have been in place for decades and have served our clients well. We continuously review and improve on our strong foundation in order to meet the expectations of clients, regulators, and lawmakers. At the end of each year, our clients should be able to review the fees paid to Moss Adams and clearly conclude they received their money's worth.

3 The third difference is our commitment to regular, candid communication. Your service team will be in touch with you throughout the year. We'll develop and implement a communication plan to make sure we stay current with your service needs and that you always have access to your accounting professionals. You can expect reliable, frequent updates on such issues as new tax laws, industry reports, and events of interest. We'll return your phone calls promptly and resolve your concerns quickly and to your satisfaction.

When selecting a firm to conduct your audit services, you'll likely consider many factors: fees, experience, technical expertise, and knowledge of your industry. But there are other elements you'll want to take into account. These include the service team's quality and consistency of communication with your team, their reputation for being available to clients throughout the year, and the way they approach the relationship aspects of the engagement. In the end, the firm you deem a best fit for the City will be the one that not only meets your criteria, but also provides the greatest value for the investment of your time and resources. **That firm is Moss Adams.**

THE CLEAR BENEFITS FOR YOUR ORGANIZATION

The Benefit	How It Happens
More Efficiency and Effectiveness	We'll design an audit plan that's unique to your organization and based on areas deemed to have the highest risk. During the audit, the focus is on assessing and testing these areas. This approach focuses efforts on what's most important to you and the users of your financial statements and audit reports.
More Senior-Level Attention	Our approach relies on greater partner and manager involvement. Senior-level professionals monitor and supervise the engagement, and partners conduct their reviews in real time.
More Flexibility	We build reasonable flexibility into the audit timing to fit your schedule and needs.
More Relevant Analysis	We take the necessary time to analyze your operational issues, which allows us to provide valuable and practical insight from a third-party perspective.
More Timeliness and Efficiency	Our audit teams use proven technology to provide an efficient and effective audit, including data mining software tools to analyze volumes of data, secure online data warehouses to store audit files, and industry-tailored audit programs.

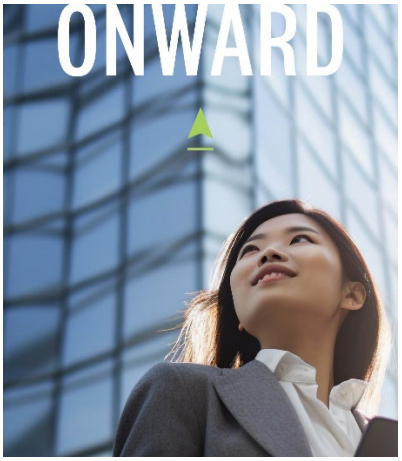
WE'RE PERSONALLY INVESTED

Distinguished for our depth of industry knowledge, we take the time to understand each client's situation, anticipate needs, and identify gaps before they become obstacles. This way, you can grow, manage, and protect your prosperity with confidence. We do more than just produce an audited financial statement. We go above and beyond for our clients, including the following:

- Staffing your team with professionals who are knowledgeable about your industry and the issues that could affect your organization
- Communicating with you not just during the engagement, but throughout the year
- Keeping your team consistent, so you don't have to take time away from growing your business to get new people up to speed
- Giving you access to our most senior-level practitioners around the firm
- Not just responding to your needs, but anticipating them
- Meeting with you frequently to discuss issues before they become problems
- Training your internal staff on technical issues to help you reduce future costs
- Keeping you aware of pertinent regulatory and accounting updates as they're issued

We're committed to forging a long-term working relationship with you, going beyond just the numbers. We provide you with added value we think you won't find at competing firms.

WE'RE LOOKING TOWARDS THE FUTURE: FIRM INNOVATION



At Moss Adams, we understand the importance of evolving to meet the changing needs of our clients and the world. That's why we foster a culture of innovation in everything we do. We believe that innovation is not just about staying ahead of the competition; it's about continuously finding new ways to add value to our clients' businesses. We encourage our people to think outside the box, challenge the status quo, and explore new ideas and approaches. Our commitment to innovation is reflected in our investment in cutting-edge technology and tools, our dedication to business transformation and sustainable growth, and our focus on inclusion and diversity.

We seek to innovate as a firm in the following ways:

Technology Innovation

- Our technology innovation team works diligently to explore emerging technologies, leverage analytical tools, and build new tools to maintain a competitive edge in the ever-evolving landscape of technology.
- Our technology innovation team provides our people opportunities to upskill through our micro-rotation program, enabling them to enhance their skills and deliver increased value to the engagement team.
- As emerging technologies continue to disrupt the market, our technology innovation team remains dedicated to researching and building out proof of concepts to provide engagement teams with new, more effective ways to serve our clients.

Business Transformation

- Our business transformation team considers our clients and the market to rethink how we function as a firm and make comprehensive changes to better meet the needs of our people and our clients.
- Through our focus on our business transformation goals, we seek to expand our people's skills, enhance efficiency, improve collaboration, center diverse perspectives, and maintain a fresh approach to our work.

Social Responsibility

- Since 1913, Moss Adams has been committed to responsible growth and the sustainability of our clients, people, and neighborhoods.
- In our effort to minimize our environmental impact, we've developed specific goals and policies related to the percentage of recycled materials and the total amount of supplies we use in our offices, the amount of water we withdraw, and the direct and indirect energy we consume.
- Our values of integrity and ethical behavior go beyond how we conduct ourselves in business—they extend to our cities and towns, neighborhoods, schools, and environment. Our commitment takes the form of volunteering, serving on boards, and making charitable donations—many of which are matched dollar for dollar by the Moss Adams Foundation.
- For additional information about our corporate social responsibility initiatives and progress reports, please visit our website at mossadams.com/about/social-responsibility.

WE'RE THE BEST OF BOTH WORLDS

We know how important it is to work with a local team—you need a solid relationship with accessible professionals, and it's reassuring to know your project lead is just down the road and available for a quick chat in the event you need them.

With Moss Adams, you'll get the personal connection of working with a small, local team, backed by industry-leading technical resources. Your team will personally collaborate with you on what works best for your organization, while bringing added insights from across multiple industries.

You'll find Moss Adams is a firm capable of handling all of your needs, and we're committed to providing you with a level of service and attention that exceeds our competitors. The best part is while we have the extensive capabilities of a large firm, your service is delivered in a personal manner you might associate more with a local or boutique provider. **That's the difference you'll experience with Moss Adams.**

Local Firm	Moss Adams	National Firm
Strong Local Presence	Strong Local Presence	
	Technical Depth	Technical Depth
Responsive	Responsive	
	Deep Bench Strength	Deep Bench Strength
Competitive Fees	Competitive Fees	
	Scalable	Scalable
	Focused Client Demographics	

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Appendices

Appendix A: Peer Review Report

Cherry Bekaert LLP
Your Guide Forward

Report on the Firm's System of Quality Control

To the Partners of Moss Adams LLP
and the National Peer Review Committee

We have reviewed the system of quality control for the accounting and auditing practice of Moss Adams LLP (the "Firm") applicable to engagements not subject to Public Company Accounting Oversight Board ("PCAOB") permanent inspection in effect for the year ended April 30, 2023. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants ("Standards").

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a system review as described in the Standards may be found at www.aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported on in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility
The Firm is responsible for designing and complying with a system of quality control to provide the Firm with reasonable assurance of performing and reporting in conformity with the requirements of applicable professional standards in all material respects. The Firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported on in conformity with the requirements of applicable professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility
Our responsibility is to express an opinion on the design of and compliance with the Firm's system of quality control based on our review.

Required Selections and Considerations
Engagements selected for review included engagements performed under *Government Auditing Standards*, including compliance audits under the Single Audit Act; audits of employee benefit plans; audits performed under FDICIA; and examinations of service organizations (SOC 1® and SOC 2® engagements).

As a part of our peer review, we considered reviews by regulatory entities as communicated by the Firm, if applicable, in determining the nature and extent of our procedures.

Opinion
In our opinion, the system of quality control for the accounting and auditing practice of Moss Adams LLP applicable to engagements not subject to PCAOB permanent inspection in effect for the year ended April 30, 2023, has been suitably designed and complied with to provide the Firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies,)* or *fail*. Moss Adams LLP has received a peer review rating of *pass*.

Cherry Bekaert LLP

Atlanta, Georgia
October 10, 2023

AICPA

National Peer
Review Committee

October 19, 2023

Jeffrey Brown
Moss Adams LLP
999 3rd Ave Ste 2800.
Seattle, WA 98104-4057

Dear Jeffrey Brown:

It is my pleasure to notify you that on October 19, 2023, the National Peer Review Committee accepted the report on the most recent System Review of your firm. The due date for your next review is October 31, 2026. This is the date by which all review documents should be completed and submitted to the administering entity.

As you know, the report had a peer review rating of pass. The Committee asked me to convey its congratulations to the firm.

Thank you for your cooperation.

Sincerely,



Michael Wagner
Chair, National PRC

+1.919.402.4502

cc: John Klisch, Erica Forhan

Firm Number: 900010050024 Review Number: 602495

Appendix B: Insurance Certificates

LIABILITY INSURANCE CERTIFICATE

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 6/26/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Zina Saeed	
Lemme, A Division of EPIC 111 West Campbell Street 4th Floor Arlington Heights IL 60005	PHONE (A/C, No, Ext): 847-385-6800	FAX (A/C, No):
	E-MAIL ADDRESS: PSGCerts@lemme.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Swiss Re International SE and Various	
INSURED Moss Adams LLP Moss Adams (Cayman) LP 3rd Floor One Capital Place Shedden Road George Town VI KY1-1202	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 909917471 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYER'S' LIABILITY Y / N						☐ PER STATUTE ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ N / A						E.L. EACH ACCIDENT	$
	(Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	$
A	Professional Liability			FN2412241	7/1/2024	7/1/2025	Each Claim Aggregate	$1,000,000 $1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER	CANCELLATION
Parties at Interest	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE

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WORKER'S COMPENSATION INSURANCE CERTIFICATE

CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY) 10/30/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

Holder Identifier :

PRODUCER	CONTACT NAME:	
Aon Risk Services Central, Inc. Chicago IL Office 200 East Randolph Chicago IL 60601 USA	PHONE (A/C. No. Ext): (312) 381-1000	FAX (A/C. No.): (312) 381-7007
	E-MAIL ADDRESS:	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
Moss Adams LLP 999 Third Avenue Suite 2800 Seattle WA 98104 USA	INSURER A: Valley Forge Insurance Co	20508
	INSURER B: The Continental Insurance Company	35289
	INSURER C: National Fire Ins. Co. of Hartford	20478
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 570102473134 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
C	X COMMERCIAL GENERAL LIABILITY			5088714197	10/31/2023	10/31/2024	EACH OCCURRENCE	$1,000,000
	CLAIMS-MADE [X] OCCUR			General Liability			DAMAGE TO RENTED PREMISES (Ea occurrence)	$1,000,000
							MED EXP (Any one person)	$15,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY	$1,000,000
	POLICY PRO-JECT [X] LOC						GENERAL AGGREGATE	$2,000,000
	OTHER:						PRODUCTS - COMP/OP AGG	$2,000,000
A	AUTOMOBILE LIABILITY			5088714166	10/31/2023	10/31/2024	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	ANY AUTO			Auto			BODILY INJURY (Per person)	
	OWNED AUTOS ONLY [X] HIRED AUTOS ONLY						BODILY INJURY (Per accident)	
	SCHEDULED AUTOS [X] NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	
B	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	
	DED RETENTION							
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			5088714183	10/31/2023	10/31/2024	[X] PER STATUTE OTH-ER	
B	ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [N]	N/A		Workers Compensation 5088714216	10/31/2023	10/31/2024	E.L. EACH ACCIDENT	$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE-EA EMPLOYEE	$1,000,000
							E.L. DISEASE-POLICY LIMIT	$1,000,000

Certificate No : 570102473134

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER	CANCELLATION
Evidence of Insurance Evidence of Insurance - IL 60601 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE *Aon Risk Services Central, Inc.*

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City of Idaho Falls

REQUEST FOR PROPOSALS #RFP-24-07

Professional Audit Services

Tentative Schedule of Events	
RFP Issue Date	June 18, 2024
Clarification Requests Due	July 3, 2024, by 4:00 PM MST
Responses to Clarification Requests posted	As they come and no later than July 10, 2024, by 4:00 PM MST
Proposals Due	July 23, 2024, by 4:00 PM MST
Proposal Review	July 24-31, 2024
Interviews (optional)	Week of August 5-9, 2024
Council Approval of Contract Award	August 19, 2024, 3:00 PM MST

Submit all proposals or requests for clarification electronically thru BidNet (https://www.bidnetdirect.com//cityofidahofalls)

Issued By:
City of Idaho Falls
308 Constitution Way
Idaho Falls, ID 83401
www.idahofallsidaho.gov

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1 . GENERAL INFORMATION

a. **Introduction.** The City of Idaho Falls, Idaho (City) requests proposals from qualified firms of independent licensed auditors (Auditor or Respondent) to provide professional audit services to the City. The City's current audit services contract has ended, and the City is seeking a new audit contract.

The first reporting period to be audited is October 1, 2023 through September 30, 2024, with the contract extending through the next two subsequent fiscal years' audits, with three optional one-year extensions. The City intends to select only one Auditor to provide services. *No subcontractor proposals will be accepted.*

b. **Anticipated Request for Proposals (RFP) Schedule.** The City anticipates the following general timeline for this RFP. The anticipated schedule may be changed as needed.

Tentative Schedule of Events	
RFP Issue Date	June 18, 2024
Clarification Requests Due	July 3, 2024, by 4:00 PM MST
Responses to Clarification Requests posted	As they come and no later than July 10, 2024, by 4:00 PM MST
Proposals Due	July 23, 2024, by 4:00 PM MST
Proposal Review	July 24-31, 2024
Interviews (optional)	Week of August 5-9, 2024
Council Approval of Contract Award	August 19, 2024, 3:00 PM MST

c. **Submission Date and Location**. Proposals must be submitted and received electronically through the BidNet platform on or before 4:00pm Mountain Standard Time (MST) on Friday July 23, 2024. (**https://www.bidnetdirect.com//cityofidahofalls**)

Email, facsimile, or mailed proposals will not be accepted. Proposals received after the specified date and time will not be given further consideration.

d. **Solicitation Documents, Clarification Requests, Inquiries, and Changes (Addenda).** All solicitation documents may be viewed on the BidNet platform (**https://www.bidnetdirect.com//cityofidahofalls**). You can also link to the BidNet platform by going to https://www.idahofallsidaho.gov/Bids.aspx or navigating to the City of Idaho Falls website at www.idahofallsidaho.gov, click on the Business Tab, then select Services→ Bid Opportunities and proceed to the BidNet platform through the applicable RFP posting.

Questions and clarification requests will be accepted until 4:00 PM PST on July 3, 2024. All questions shall be submitted through the BidNet platform.

Changes or responses to questions and clarification requests of will be posted through the BidNet no later than 4:00 PM MST on July 10, 2024. Respondents are responsible for checking BidNet for the issuance of any addenda prior to submitting a proposal. The City reserves the right to issue additional addenda at any time if, in its sole, discretion, as needed. No questions will be accepted by telephone. Questions or comments directed by a Respondent to persons outside of the individual listed above are inappropriate and such activity may result in that proposal being deemed non-responsive.

e. **General Terms**.

i. **Protests.** Any complaints or perceived inequities related to this RFP shall be in writing and directed to the Purchasing Officer at purchasing@idahofalls.gov. Protests related to the solicitation shall be received no later than seven calendar days after issuance of RFP. Protests of the award must be made within seven calendar days after notification of the selected Respondent.

ii. **Modification/Withdrawal.** Unless otherwise specified, modification of the proposal will not be permitted; however, a Respondent may withdraw the proposal at any time prior to the scheduled closing time for receipt of proposals; any Respondent may withdraw the proposal, by written request by email to the Purchasing Officer. Withdrawal of Proposal shall not disqualify the Respondent from submitting another proposal provided the time for receipt of proposals has not expired.

iii. **Duration of Proposals.** Proposals must remain valid for at least 90 days from the proposal due date. Proposals must be signed by an official authorized to bind the Respondent.

iv. **Incurring Costs.** The City is not liable for any cost incurred by contractors prior to issuance of a contract

f. **Reservation of Rights by the City.** The issuance of this request for proposal does not constitute an assurance by the City that any contract will be entered into by the City, and expressly reserves the right to:

i. Waive any immaterial defect or informality in any response or response procedure.
ii. Reject any and all proposals.
iii. Reissue the Request for Proposals
iv. Invite additional Respondents to the request.
v. Request additional information and data from any or all Respondents.
vi. Extend the date for submission of responses.
vii. Supplement, amend, or otherwise modify the request for proposal, and cancel this request with or without the substitution of another request for proposal.
viii. Disqualify any Respondent who fails to provide information or data requested herein or who provides inaccurate or misleading information or data.
ix. Disqualify any Respondent based on any real or apparent conflict of interest.

x. Cancel award of this contract at any time before execution of the contract by both parties if cancellation is deemed to be in the best interest of the City. In no event shall the City have any liability for the cancellation of award.

By responding to this solicitation, each Respondent agrees that any finding by the City of any fact in dispute as to this solicitation or the responses thereto shall be final and conclusive, except as provided herein.

g. **Conflict of Interest.** By the submission of a proposal, the Auditor agrees to ensure that, at the time of contracting, the Auditor will have no interest, direct or indirect, that would conflict in any manner or degree with the performance of the Auditor's obligations under the Agreement. The Auditor shall further covenant that, in the performance of the Agreement, the Auditor shall not employ any person, or subcontract with any entity, having any such known interest.

h. **EEO Requirements.** Respondent, by submission of a proposal, agrees to not discriminate against any worker, employee, application subcontractor or any member of the public because of race, color, gender, age, national origin, or disability, or otherwise commit an unfair employment practice. Respondent further agrees to comply with all Federal, State, and local equal employment opportunity requirements.

i. **Financial Requirements.** Prior to negotiating an agreement, the selected Auditor will be required to submit certified hourly rates and overhead schedule. The City reserves the right to require their last years audited financial information in support of those rates.

j. **Proprietary Material.** The City assumes no liability for disclosure of proprietary material submitted by Respondents. Proposal submittals shall be considered public documents under applicable state law except to the extent portions of the submittals are otherwise protected under applicable law.

2. PROPOSAL EVALUATION AND SELECTION

An Evaluation Committee will evaluate and determine the individual and comparative merits of each of the responses received. It is the responsibility of the Respondent to ensure that it complies with this solicitation and provides the information requested. If the Respondent fails to provide any information requested in this solicitation, such failure may result in either a lowered evaluation score or disqualification of the response. As part of the evaluation and selection process, the City reserves the right to require the top-ranked Respondents, at their expense, to give a presentation and/or answer interview questions.

a. **Mandatory criteria.** Mandatory criteria include:
   i. The Respondent is licensed to practice in the State of Idaho.
   ii. The Respondent is independent and has no conflict of interest with regard to any other work performed by the Respondent for the City.

iii. Manager(s) and Partner assigned to the audit of the City must hold an active Certified Public Accounting (CPA) license in the State of Idaho.
iv. The Respondent complies with the instructions in the RFP for preparing and submitting the proposal.

b. **Evaluation Criteria and Scoring.** Respondents meeting the mandatory criteria will have their proposals evaluated for technical qualifications and cost by the scoring team. Proposals will not be evaluated or scored unless they provide and meet all the mandatory elements.

i. Additional Criteria. Information included within the proposal may be used to evaluate Respondent's submission as part of any criteria regardless of where that information is found within the proposal. Information obtained from the proposal and from any other relevant source may be used in the evaluation and selection process.

ii. Scoring Criteria. Proposals meeting the mandatory elements will be scored based on the following criteria and descriptions below:

Scoring Criteria	Points Possible
Technical Qualifications	
Company & Audit Team Experience & Qualifications	30
Project Understanding & Approach	35
Overall Completeness, Clarity & Quality of Proposal	5
Cost of Services	30
Maximum Points	**100**
Interview (if applicable)	25
Total Maximum Points	**125**

If interviews are conducted, there will be an additional 25 points available. Additionally, the scoring team may require submission of supplemental materials. The City reserves the right to modify or incorporate additional steps in the evaluation process in the interest of having a thorough and comprehensive body of information in order to make a recommendation.

1. **Technical Qualifications.**
   a. **Company & Audit Team Experience & Qualifications.** Respondents will be evaluated on their inclusion of information to demonstrate the following:
      - Audit experience and expertise related to municipalities, power utilities, single audit, and passenger facility charge (PFC) requirements from similar engagements.
      - Knowledge and experience of the firm and individuals assigned to perform work under the proposed contract.
      - Qualifications, experience, skills, and commitment to perform the work.

- Resources available for the timely completion of the audit
- Quality of the individuals' and firm's completed projects and the quality of service the individuals and firm provided on similar engagements.

b. **Project Understanding & Approach.** Respondents will be evaluated on their inclusion of information to demonstrate the following:
   - Understanding of the engagement and the City's needs and schedule.
   - Approach and methodologies to accomplish the objectives and tasks set forth in the scope of work, including, but not limited to the types of information or data required, expected methods of communication and transmission of information and data, and innovative ideas.
   - Ability to meet proposed schedule for compliance with stated milestone dates and/or suggested schedule enhancements or deviations.

2. **Overall Completeness, Clarity & Quality of Proposal.** The proposal that provides all requested information with clear and concise detail presented in a professional manner, free from errors and inconsistencies, will receive the highest points for this criterion.

3. **Cost of Services.** The proposal that accomplishes the stated objectives and services described at the lowest cost will receive the highest points for this criterion.

3. CONTRACT AWARD

a. **Notification.** Upon completion of the evaluation process by the scoring team, the City will notify the successful and unsuccessful Respondents as soon as practicable.

b. **Contract Negotiation.** Negotiations will then begin with the selected Auditor. If negotiations break down with the top ranked Auditor, those negotiations will be formally ended and negotiations will begin with the next highest ranked Auditor.

The agreement(s) will define the extent of services to be rendered, schedule, method, and amount of compensation. The successful Auditor agrees to enter into a contract with the City. The City reserves the right to negotiate a final contract that is in the best interest of the City. The proposal will become a part of the agreement.

In addition, the successful Respondent will need to agree to acknowledge and adhere to the Idaho Anti-Boycott Israel Act, Idaho Code § 67-2346, and certify that the firm is not owned or operated by the government of the People's Republic of China, pursuant to Idaho Code § 67-2359.

Once a tentative agreement is prepared, it will be presented to the City Council to award the professional services contract. Final award will be subject to City Council approval and the execution of the contract.

c. **Contract Duration.** The selected Auditor shall be designated as the City's Auditor for a three (3) year term with three (3) optional one-year renewals. Initial audit period is for the fiscal year ended September 30, 2024. Either party may cancel the agreement by written notice delivered prior to April 1 of each year. Such contract cancellation shall be effective on and after April 30 of the subsequent year. The total contract term is not to exceed a maximum of six (6) fiscal years and is subject to annual review and recommendation of City staff and satisfactory negotiation of terms (including a total fee acceptable to both the City and the Auditor). Since the City cannot appropriate future resources, the remaining years of the agreement are subject to approval in the City's annual budget.

d. **Payment of Contract Fees.** City Council must approve the audit contract prior to commencement of work. Up to 75% of each annual audit fee may be billed through interim or progress billings prior to issuance of the audit reports. The City, Single Audit, and Passenger Facility Charge (PFC) audits need to be itemized by the Auditor on billings.

   Should circumstances arise during the audit that require significant additional work to be performed in excess of the amounts set forth in the contract, additional costs shall be negotiated prior to commencement of the work.

4. SCOPE OF WORK

The City of Idaho Falls is requesting proposals from qualified firms of independent licensed auditors to audit the City's Annual Comprehensive Financial Report (ACFR) commencing with the fiscal year ending September 30, 2024, extending through the next two subsequent fiscal years, with three optional one-year extensions. These audits are to be performed in accordance with the provisions contained in this request for proposal.

a. **Auditor Responsibilities.** Selected Auditor shall perform the following:

   i. Perform the audit in accordance with:
      - Generally accepting auditing standards as set forth by the American Institute of Certified Public Accountants (AICPA),
      - Government Auditing Standards, issued by the Comptroller General of the United States,
      - the Single Audit Act,
      - Title 2 U.S. Code of Federal Regulations (CFR) Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance),
      - Passenger Facility Charge Guide for Public Agencies issued by the Federal Aviation Administration,
      - And any other applicable procedures for the audit of a local government's ACFR

prepared in accordance with generally accepted accounting principles (GAAP).

In addition, all aspects of the engagement shall be performed in accordance with the highest professional standard and comply with all applicable federal, state, and local laws.

The Auditor shall also be responsible for performing certain limited procedures involving required supplementary information required by the Governmental Accounting Standards Board (GASB), as mandated by generally accepted auditing standards (GAAS), as well as any new or additional compliance requirements during the term of this contract including GASB Statement No. 100 *Accounting Changes and Error Corrections–an amendment of GASB Statement No. 62*, GASB Statement No. 101 *Compensated Absences*, and GASB Statement No. 102 *Certain Risk Disclosures*.

ii. Provide a draft of all reports for management's review.

iii. Provide the City with periodic progress reports, and possible presentation to Finance Committee, prior to final presentation of audit opinion to City Council. Finance management shall be informed immediately of findings and deficiencies. The Auditor shall notify the Finance Manager and Assistant Finance Manager immediately if any difficulties are encountered in completing the audit, if audit findings resulting in qualified reports are discovered or if any circumstances require the Auditor to incur any costs in addition to the quoted maximum fees.

iv. Express an opinion on the fair presentation of the City of Idaho Falls's financial statements of government activities, business-type activities, each major fund, and aggregate remaining fund information in conformity with accounting principles generally accepted in the United States of America.

The Auditor is not required to audit the Management Discussion and Analysis which is supplementary information required by the Government Accounting Standards Board. However, the Auditor is to apply limited procedures regarding the methods of measurement and presentation of the supplementary information. The Auditor is not required to audit data presented in the Statistical Section of the financial report.

v. Express an opinion on the Required Supplementary Information (budget comparison information for major funds), the combining individual nonmajor fund financial statements and other schedules, and the Schedule of Expenditures of Federal Awards and Passenger Facility Charges in-relation-to the basic financial statements taken as a whole based on the auditing procedures applied during the audit of the financial statements.

vi. **Provided by Client (PBC) Listing.** The auditor will provide the City with a PBC listing of required documentation.

vii. **Basic Reports to be Issued.** The audit is expected to be completed with audit reports and letters to be issued no later than March 31st of each fiscal year. However, the City's preference is to be done by March 15th. Following the completion of the audit of each year's financial statements, the Auditor shall issue:

a. Annual Comprehensive Financial Report (ACFR) – City of Idaho Falls
    1. Independent Auditor's Report on the fair presentation of the financial statements in conformity with generally accepted accounting principles for the City and its component units.
    2. Government Auditing Standards Compliance Reports
        i. Independent Auditor's Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on Audit of Financial Statements Performed in Accordance with Government Auditing Standards.
        ii. Independent Auditor's Report on Compliance for Each Major Program and Passenger Facility Charge Program and on Internal Control over Compliance Required by the Uniform Guidance and Passenger Facility Charge Audit Guide for Public Agencies
    3. Schedule of Prior Audit Findings, if needed
    4. Schedule of Findings and Questioned Costs
    5. AU-C section 260 Auditor's Communication with those Charged with Governance
    6. AU-C section 265 Communicating Internal Control Related Matters Identified in an Audit, if needed
    7. Management Letter, if needed
b. If federal, state, or other Government Auditing Standards change, the associated standard audit reports will be updated and included in the expected basic reports to be issued under the audit.

viii. An exit conference is required of the Auditor upon completion of fieldwork with City staff to inform them of pertinent findings. A formal presentation of the audit results by the Auditor to the City Council may be required.

ix. The Auditor is expected to provide informal advice and consultation throughout the year on matters relating to accounting and financial reporting. This would not necessarily include any task that entails significant research or a formal report.

x. Provide Working Paper Retention and Access to Working Papers: All working papers and reports must be retained, at the Auditor's expense, for a minimum of seven years following completion of the audit, unless the firm is notified in writing by the City of Idaho Falls of the need to extend the retention period. The Auditor will be required to make working papers available, upon request, to the following parties or their designees:
- City of Idaho Falls
- Any State or Federal Granting Agencies
- Parties designated by the federal or state governments or by the City of Idaho Falls as

part of an audit quality review process.

xi. Respond to the inquiries of successor auditors and allow successor auditors to review working papers related to matters of accounting significance and internal control.

xii. Reports on other audits or agreed-upon procedures may be agreed to in writing as stated in a supplemental audit agreement. Prior to beginning work, the scope of the report or study and associated costs shall be approved by the City.

b. **City Responsibilities.** Assistance to be provided by the City includes:

i. Prepare the final closing of the books by no later than January 10. The City will provide the Auditors with a Trial Balance by fund and all the accounting detail necessary to perform the audit.

ii. Prepare all workpapers requested by the Auditor prior to the start of interim and/or final fieldwork.

iii. Generate the necessary confirmation letters based on templates provided by the Auditors.

iv. Be available during the audit to assist in providing information, documentation and explanations as needed as well as access to the computer system to view records and print reports. Requests will first be directed to the Assistant Finance Manager or designee.

v. Provide the Auditor with reasonable workspace including access to the internet and photocopier.

vi. The Finance Manager and Assistant Finance Manager will provide the Auditor with a signed Representation Letter at the conclusion of the audit.

5. BACKGROUND INFORMATION

a. **General City Information.** The City of Idaho Falls, Idaho, is a mid-sized growing community of approximately 67,000 in Idaho's southeastern corner. The City operates under a Mayor-Council form of government. The City Council consists of the Mayor and six council members elected at large. The Council is responsible, among other things, for passing ordinances, adopting the budget, confirming committee members, and working with various department heads as assigned by the Mayor. The Mayor is responsible for carrying out the policies and ordinances of the Council, overseeing the day-to-day operations of the City; and appointing the heads of the various departments. The Council is elected on a non-partisan basis.

The City has approximately 782 regular employees and an additional 200-300 temporary employees depending on the season, and an annual budget of about $340 million. The City is

organized across eleven primary operating departments:

- Airport
- Community Development Services
- Fire/EMS
- Human Resources
- Idaho Falls Power & Fiber
- Legal
- Library
- Municipal Services
- Parks & Recreation
- Police
- Public Works

The Idaho Falls Redevelopment Agency (IFRA) is a discretely presented component unit of the City and is audited separately by an external auditor. IFRA was formed for the purpose of redeveloping and rehabilitating certain deteriorating areas within the City.

The City's auditor under the most recent three-year completed contract was Eide Bailly, LLP, of Boise, ID. The firm is eligible to submit a proposal.

b. **Municipal Services and Financial Operations.** Municipal Services includes the Finance, Information Technology (IT), Equipment and Building Maintenance service divisions for the City.

The Finance Division is responsible for the budget and audit preparation, investments, and cash management, and is organized in three primary divisions managed by the Finance Manager/Treasurer:

- *Treasury* – Responsible for cash receipting and cash management of the City's resources.
- *Utility Billing* – Responsible for billing, and administration of service setup and terminations for power, fiber, water, wastewater, and sanitation utilities.
- *Accounting* – Responsible for the integrity of the general ledger, bank and account reconciliation, monthly financial reporting, budget and audit facilitation, payroll, procurement, accounts payable, property and capital assets.

Miscellaneous Billing – Other accounts receivable are processed under the direction of the Municipal Services Director.
Grants – Grants are currently administered by the specific department receiving the grant funding.

c. **Single Audit and Federal Programs.** The City reported almost $12 million in its Schedule of Expenditures of Federal Awards for the fiscal year ending September 30, 2023, and collected over $1 million in Passenger Facility Charges (PFCs) at the Idaho Falls Regional Airport. The City

expects similar or increasing amounts in future years to be subject to the Uniform Guidance and Passenger Facility Charge Audit Guide for Public Agencies.

d. **Accounting Records and Systems.** The City currently utilizes Central Square's Naviline accounting software. Naviline modules used by the City include accounts receivable, cash receipts, general ledger, payroll, purchasing/inventory, work orders, continuing property records. Additionally, the City uses third party softwares for the following:
   - Utility Billing – Cayenta
   - Community Development – TrackIT (October 1, 2023-March 31, 2024)/City Works (April 1, 2024 forward)
   - Asset Keeper – Fire and most Enterprise Fund Capital Assets
   - Various Point of Sale systems are used throughout various City locations (Zoo, Aquatic Center, Library, golf courses, etc.)

   The City's IT division is responsible for system security, backups and installing vendor upgrades.

e. **Prior Reports Website Link.** The prior year Annual Comprehensive Financial Reports (ACFRs), and Budget documents and other additional information are available on the City website at https://www.idahofallsidaho.gov/316/Finance

6. PROPOSAL REQUIREMENTS

Proposals are to include, but not necessarily be limited to, the content listed below. The volume, or size of the proposal, should be consistent with the relative size of the project. Concise proposals without needless duplication are encouraged.

a. **Letter of Transmittal.** All proposals must include a cover letter of transmittal signed by a duly constituted official legally authorized to bind the Respondent to both its proposal and cost schedule.

   The letter of transmittal should briefly identify how the proposer meets the mandatory criteria detailed in section 2.a.i Proposal Evaluation and Selection and that the Auditor agrees to perform all of the work outlined in the City's RFP within the time periods established by the City and state the firm understands that the firm's proposal is a firm and irrevocable offer. The letter of transmittal must also include the following:

   i. Name, address, and telephone number of the proposer submitting the proposal.
   ii. Name, title, address, telephone number, and email address of the person, or persons to contact who are authorized to represent the proposer and to whom correspondence should be directed.

b. **Table of Contents.** Include a clear identification of the material by section and by page number.

c. **Technical Qualifications.**
   i. Company & Audit Team Experience & Qualifications (30 points possible). Proposals that, in the City's judgment, provide the most qualified and experienced staff who have performed work similar to the City's needs will be ranked higher.
      1. Firm Information
         a. List the firm and the Idaho State Board of Accountancy License Firm Registration License Number.
         b. Provide a list of up to five of the firm's current and recent government audit clients, indicating the type(s) of services performed and the number of years served for each.
         c. Provide a copy of firms last quality control peer review report including management letter and responses, if any. Indicate whether the review included government engagements.
         d. Describe how the firm meets professional independence standards.
         e. Provide a certificate of liability insurance coverage.
         f. Provide a certificate of workers' compensation insurance.
         g. Describe any regulatory action taken by any oversight body against the proposing audit organization or local office, if any, in the past five (5) years.
         h. Identify any potential audit difficulties, along with the firm's proposed resolution and any additional assistance expected from City staff.
         i. **References.** Provide contact names and phone numbers for at least three municipal clients, current and/or prior, so reference checks can be conducted.

      2. Audit Team
         a. List key personnel experience and qualifications of staff who will be working on the City's audit. Please include names of those expected to work on the audit, by level, CPA license number, and office location
            i. For each audit senior and higher-level person who would be assigned to the audit:
               1. Describe their relevant educational background, professional qualifications, licenses, and professional experience in governmental audits of similar size and complexity, single audits, and passenger facility charge (PFC) programs.
               2. Confirm availability and commitment of named staff to the project.
            ii. Do not include persons who will not be working on the project.
            iii. Engagement partners, managers, other supervisory staff, and specialists may be changed if those personnel leave the firm. Those personnel may also be changed for other reasons with the express prior written permission of the City. However, in either case, the City retains the right to approve or reject replacements.

   ii. **Project Understanding & Approach (35 points possible).** Describe the firm's audit approach and methodology to be used to perform audit services to the City and address the Scope of Work identified in Section 4 of this RFP and the schedule detailed below. Proposals that

comprehensively demonstrate, in the City's judgment, superior understanding of the City's needs and thoroughly address the firm's ability to accomplish the Scope of work will be ranked higher.

1. Discussion items may include:
   a. Approach to determining laws and regulations subject to audit test work,
   b. Approach to evaluating the City's internal control structure,
   c. Approach to selecting audit procedures including sample size selection, use of specialized software and use of analytical procedures, and identification of any anticipated problems,
   d. Methods of coordination and communication with the City,
   e. Methods of data, workpaper, and information transmission and collection

2. Provide a schedule (calendar) indicating ability to meet proposed timeline identified below, identifying estimated audit team timing and location (City or remote) of:
   a. Inventory Count Checks –The Auditor shall be on-site for fiscal yearend inventory count checks on or shortly after the fiscal year end of September 30 each year.
   b. Audit fieldwork – The Auditor shall complete all fieldwork by February following each audit year.
   c. Draft Reports – The Auditor shall have drafts of the audit reports and recommendations to management available for review by the City by March 5 of each audit year to ensure submission of the final ACFR to the GFOA by March 31st, but preferable March 15th, of each fiscal year.
   d. Final Review and Engagement Quality Review – The Auditor shall complete all reviews of financial statements prepared by City by March 25th of each fiscal year.
   e. Presentation to City Council – The Auditor will present audit opinions, reports, and any findings at a formal City Council meeting in person or remotely in March or April of each year following completion of the audit.
   f. Any assumptions regarding turnaround time for City Staff should be clearly noted.

3. Comment on your firm's ability and willingness to provide constructive suggestions for improving the City's internal controls, administrative procedures, and financial processes.

d. **Cost of Services (25 points possible).** Provide a cost proposal to perform the scope of work as described in Section 4. Compensation will not be the primary factor in the selection of an Auditor, however lower costs will be ranked higher. Cost proposal should include:

   i. **Expected Hours and Total Cost Information.** Provide a Not to Exceed Cost for Proposed Audit Service Schedule (Attachment A) *for each of the three fiscal years* ending September 30, 2024, through September 30, 2026 for the City of Idaho Falls. Proposal must include expected hours and hourly rates of key personnel and an overall Total Cost Proposal for each of the three contract years in the format identified in Attachment A Not to Exceed Cost

for Proposed Audit Service Schedule. If optional one-year renewals are executed, cost will be negotiated in advance of contract amendment and council approval.

For proposal purposes, please provide the cost per major program in the single audit and assume one major program. Please identify the cost related to audit of the Passenger Facility Charge program.

Include costs of other necessary items for audit as described in Section 4 Scope of Work.

ii. **Technical Assistance.** As a part of the overall audit contract, the City expects to receive from the audit firm a variety of technical assistance throughout the fiscal year that may include inquiries regarding accounting, reporting and internal control issues. Indicate fees for these services and/or if they are included in your total annual base fee.

iii. **New Accounting and Audit Requirements.** The proposal should identify any new accounting pronouncements and audit requirements expected to be implemented in the next three years and any additional audit fees that will be assessed due to the additional requirements.

iv. **Development Resources/Training.** The proposal should indicate services or resources offered by the firm to the City regarding accounting and audit requirements such as training sessions, newsletters, etc.

v. **Special Request Fees.** Describe the firm's policy on other charges including special request and special reports or broadening the scope of the engagement. List the audit firm's billing rates for all other applicable professional services for City reference as the City may request additional services which are outside of personal services audit contract.

e. **Additional Information.** Any other information that the Respondent feels applicable to the evaluation of the proposal. You may use this section to address those aspects of your services that distinguish you or your firm from others.

Memorandum

File #: 24-299 **City Council Meeting**

FROM: Bear Prairie, General Manager
DATE: Wednesday, July 31, 2024
DEPARTMENT: Idaho Falls Power

Subject
Resolution authorizing financing of the Idaho Falls Power Peaking Plant - IERA

Council Action Desired
☐ Ordinance ☒ Resolution ☐ Public Hearing
☐ Other Action (Approval, Authorization, Ratification, etc.)
Approve the Resolution authorizing the execution and delivery of a Power Supply Service Agreement, an Asset Purchase Agreement, and related documents to enable the Idaho Energy Resources Authority (IERA) to finance certain generation facilities and give authorization to the Mayor and City Clerk to execute the necessary documents (or take other action deemed appropriate).

Description, Background Information & Purpose
Idaho Falls Power recommends entering into a Power Supply Service Agreement with the IERA for payment to construct the Idaho Falls Peaking Plant and related facilities. Together, the plant and associated facilities have a life cycle of 40+ years. This arrangement enables better rate making to align the beneficiaries of these assets with the population that is paying for them. This makes a power supply service payment of more than 15 years fiscally prudent. This resolution and attached exhibits enable the Mayor on behalf of the City, including Idaho Falls Power, to execute the necessary documents to establish the Power Supply Service Agreement with IERA.

Alignment with City & Department Planning Objectives



☒ ☐ ☐ ☐ ☐ ☐ ☐ ☐

This action supports our readiness for future growth with high energy demands ensuring that community infrastructure meets current and future needs. This action also supports the strategic opportunity for infrastructure expansion in IFP's Strategic Plan.

Interdepartmental Coordination
The City's Legal Department, Finance Divisions, and Idaho Falls Power have collaborated on this project.

Fiscal Impact
Funding for this Power Supply Service Agreement is included in the 2023/24 CIP.

Legal Review
The City's Legal Department has reviewed and approved all documents.

RESOLUTION NO. 2024-__

A RESOLUTION AUTHORIZING THE FINANCING OF CERTAIN FACILITIES FOR THE GENERATION OF ELECTRIC POWER AND ENERGY THROUGH THE IDAHO ENERGY RESOURCES AUTHORITY AND PURCHASING THE GENERATION CAPACITY THEREFROM; AUTHORIZING THE EXECUTION AND DELIVERY OF A GROUND LEASE, A POWER SUPPLY AGREEMENT AND RELATED DOCUMENTS; AND APPROVING RELATED MATTERS.

WHEREAS, the City of Idaho Falls, Idaho (the "City"), is a municipal corporation operating and existing under and pursuant to the provisions of the constitution and laws of the State of Idaho;

WHEREAS, the City owns and operates a municipal electric utility system (the *"System"*) that is known as and does business as "Idaho Falls Power" (*"IFP"*);

WHEREAS, the City desires to cause the acquisition and construction of a new peaking plant to provide for the generation of electric power and energy to best serve its customers, such peaking plant to consist of, among other things (a) a 12,000 square foot pre-engineered metal building that will also include associated maintenance, office, and meeting spaces; (b) seven Caterpillar generators with a nameplate generation capacity of 17.5 megawatts that will be fueled by natural gas, with the capability to run on a 25% hydrogen blend, and (c) a 7,000 sq ft storage building near the generation facility, which will also offer outside storage space for the City (collectively, the *"Peaking Plant"*);

WHEREAS, the City desires to finance the costs of acquisition and construction of the Peaking Plant and certain other facilities and improvements (the Peaking Plant and such additional facilities and improvements are referred to collectively herein as the *"Project"*), all for the purpose of enhancing, extending and improving the generation capability, reliability and services of the System for the use and benefit of the customers located within the service area of the System as established by law;

WHEREAS, the Idaho Energy Resources Authority (the *"Authority"*) has been organized under the Idaho Energy Resources Authority Act, Title 67, Chapter 89, Idaho Code, as amended (the *"Act"*), as an independent public body politic and corporate and a public instrumentality of the State of Idaho (the *"State"*), to, among other things, acquire any facilities necessary, used or useful in connection with the generation of electric power and energy and to sell, lease or otherwise provide by contract to a participating utility the services, output or product provided by such facilities;

WHEREAS, the City is a "participating utility" and the Project constitutes "facilities" (each as defined in the Act);

WHEREAS, in furtherance of the Project, the City will lease the ground on which the Peaking Plant is to be located pursuant to a Ground Lease (the *"Ground Lease"*) between the City, as ground lessor, and the Authority, as ground lessee;

WHEREAS, the facilities comprising the Project are not presently part of the System as they either have not been placed in service or are not now owned by the City and, accordingly, are not subject to the transfer restrictions imposed by Section 50-326, Idaho Code, as amended;

WHEREAS, Article VIII, Section 3D of the Idaho Constitution provides that any city owning a municipal electric system may incur indebtedness or liability under agreements to purchase, share, exchange or transmit wholesale electricity for the use and benefit of customers located within its electric service area established by law, notwithstanding the limitations and requirements of Article VIII, Section 3 of the Idaho Constitution, provided that any such indebtedness or liability shall be payable solely from the rates, charges or revenues derived from the municipal electric system and shall not be secured by the full faith and credit or the taxing power of the city, the State or any political subdivision;

WHEREAS, concurrently with the execution of the Ground Lease, the Authority will sell, and the City will purchase all of the generation capacity, benefits and services of the Project and the City will transfer its interests in the Project pursuant to a Power Supply Agreement (the *"Power Supply Agreement"*) between the City and the Authority, and the City will make Capacity Payments (as defined therein) at the times and in the amounts necessary to pay the debt service on the Bonds (defined below) as well as all other costs and expenses relating to the Project and its financing, all such payment obligations being payable solely from the rates, charges or revenues derived from the System and shall not be secured by the full faith and credit or the taxing power of the City, the State of Idaho or any political subdivision;

WHEREAS, in order to obtain financing for the Project, the Authority will issue its Power Supply Revenue Bonds (Idaho Falls Power Project), Series 2024 (the *"Bonds"*) pursuant to the terms and provisions of an Indenture of Trust (the *"Indenture"*) between the Authority and the trustee named therein, the payment of which will be secured by a pledge of the Capacity Payments made by the City as an operating expense of the System under the Power Supply Agreement;

WHEREAS, the Bonds will be sold pursuant to a Bond Purchase Agreement (the *"Bond Purchase Agreement"*) among the City, the Authority and BofA Securities, Inc., as underwriter;

WHEREAS, in connection with the Bonds, it will be necessary for the City to (a) execute a Tax Exemption Certificate and Agreement to establish and maintain the tax-exempt status of interest on the Bonds (the *"Tax Certificate"*) and a Continuing Disclosure Undertaking as required by Rule 15c2-12 of the U.S. Securities and Exchange Commission (the *"Undertaking"*), and (b) approve the Preliminary Official Statement and the final Official Statement with respect to the Bonds;

WHEREAS, the Ground Lease, the Power Supply Agreement, the Bond Purchase Agreement, the Tax Certificate and the Undertaking are collectively referred to herein as the *"City Documents"* and the terms and provisions thereof are hereby incorporated in and made a part hereof; and

WHEREAS, the City is authorized by applicable provisions of Idaho law to sell its interest in the Project to the Authority, enter into and perform its obligations under the City Documents and undertake the related transactions described herein, and take all other actions necessary in connection with the matters and transactions described herein;

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF IDAHO FALLS, IDAHO, AS FOLLOWS:

1. The City further finds, determines and declares that the Project will enhance, extend and improve the generation capability, reliability and services of the System for the use and benefit of the customers located within the service area of the System as established by law, and is in the best interests of the City and the customers of the System.

2. In order to provide money sufficient to finance the cost of acquisition and construction of the Project, including the reimbursement of costs previously paid by the City in connection with the acquisition and construction of the Project, the City hereby approves the issuance of the Bonds in an aggregate principal amount not to exceed $50,000,000. The Bonds shall bear interest at a rate not to exceed six percent (6.00%) per annum and shall be payable over a term not exceeding twenty (20) years from their date of issuance and shall be sold at an underwriters' discount not exceeding two percent (2.00%) of the principal amount thereof.

3. The Ground Lease, the Power Supply Agreement, the Bond Purchase Agreement, the Tax Certificate and the Undertaking, in substantially the forms attached hereto as *Exhibits A, B, C, D* and *E*, respectively, are hereby authorized and approved. The Mayor or another Authorized Officer (defined below) and the City Clerk are hereby authorized and directed to sign and attest and seal, respectively, and as applicable, all of the City Documents and cause them to be delivered on behalf of the City, with such changes from the forms attached hereto as shall be approved by the Mayor or another Authorized Officer, her or his execution thereof to constitute conclusive evidence of such approval.

4. The City hereby approves the information set forth in the Preliminary Official Statement relating to the Bonds in substantially the form attached hereto as *Exhibit F* (and to be set forth in the Official Statement) with such changes thereto as may be approved by the Mayor or another Authorized Officer, her or his execution of the City Documents to constitute evidence of such approval.

5. (a) The Bonds shall be special and limited obligations of the Authority, payable from and secured by a pledge and assignment of the trust estate pledged by the Authority pursuant to the Indenture. The Bonds shall never constitute or become an indebtedness, or a debt or liability of the City and the City shall not be liable on the Bonds nor shall the Bonds or the Power Supply Agreement constitute the giving, pledging or loaning of the faith and credit of the City. Neither the Bonds nor the Power Supply Agreement shall, directly, indirectly or contingently, obligate the City to levy or collect any form of taxes or assessments for their payment or to create any indebtedness payable out of taxes or assessments.

(b) The payment of any and all obligations of the City of any nature whatsoever incurred pursuant to or as a result of the City Documents shall be payable solely from the revenues and income of the System and as an operating expense of the System.

6. (a) All prior actions taken by the City's officers, managers and employees in connection with the transactions contemplated hereby are hereby approved and ratified.

(b) The officers, management, employees and agents of the City are hereby authorized and directed to take all action necessary or reasonably required to carry out, give effect to and consummate the transactions contemplated hereby, including, without limitation, the execution and delivery of any closing and other documents, instruments, papers and certificates required to be delivered in connection with the transactions contemplated hereby

(c) If the Mayor or the City Clerk shall be unavailable to execute or attest, respectively, the City Documents or other documents that they are hereby authorized to execute or attest, the same may be executed or attested, respectively, by the President of the City Council or the General Manager or Assistant General Manager of Idaho Falls Power, in each case as designated by the Mayor (each, an *"Authorized Officer"*), and by the Deputy City Clerk, respectively.

7. If any section, paragraph, clause, or provision of this resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause, or provision shall not affect any of the remaining provisions of this Resolution.

8. This Resolution shall be effective immediately upon its approval and adoption.

[Space Intentionally Left Blank – Signature Page to Follow]

PASSED AND APPROVED BY THE MAYOR AND CITY COUNCIL OF IDAHO FALLS, IDAHO, THIS 8TH DAY OF AUGUST, 2024.

CITY OF IDAHO FALLS, IDAHO

Rebecca L. Noah Casper, Mayor

ATTEST:

Corrin Wilde, City Clerk

STATE OF IDAHO)
) ss:
County of Bonneville)

I, CORRIN WILDE, CITY CLERK OF THE CITY OF IDAHO FALLS, IDAHO, DO HEREBY CERTIFY:

That the above and foregoing Resolution is a full, true, and correct copy of a Resolution entitled "A RESOLUTION AUTHORIZING THE FINANCING OF CERTAIN FACILITIES FOR THE GENERATION OF ELECTRIC POWER AND ENERGY THROUGH THE IDAHO ENERGY RESOURCES AUTHORITY AND PURCHASING THE GENERATION CAPACITY THEREFROM; AUTHORIZING THE EXECUTION AND DELIVERY OF A GROUND LEASE, A POWER SUPPLY AGREEMENT AND RELATED DOCUMENTS; AND APPROVING RELATED MATTER" that was duly adopted at a regular meeting of the City Council ofthe City of Idaho Falls, Idaho (the *"City Council"*); the meeting was duly and regularly held at the regular meeting place of the City Council on August 8, 2024; all members of the City Council had due notice thereof; and a majority of the members were present.

The following is the vote upon the Resolution:

Councilmembers voting Yes:

Councilmembers voting No:

Councilmembers absent:

I further certify that the Resolution has not been amended, modified, or rescinded since the date of its adoption, and is now in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the official seal of the City on August 8, 2024.

CITY OF IDAHO FALLS, IDAHO

_____

Corrin Wilde, City Clerk

EXHIBIT A

[Ground Lease]

EXHIBIT B

[Power Sales Agreement]

EXHIBIT C

[Bond Purchase Agreement]

EXHIBIT D

[Tax Certificate]

EXHIBIT E

[Continuing Disclosure Undertaking]

EXHIBIT F

[Preliminary Official Statement]

APPENDIX A

THE CITY OF IDAHO FALLS AND IDAHO FALLS POWER

THE CITY OF IDAHO FALLS

GENERAL

The City of Idaho Falls, Idaho (the *"City"*) is a municipal corporation operating and existing under and pursuant to the provisions of the constitution and laws of the State of Idaho (the *"State"*). Incorporated in 1889, the City is located in southeastern Idaho on the upper Snake River. Originally the territory of the Shoshone-Bannock and Northern Paiute Indians, the City began as the Eagle Rock settlement at Taylor's Ferry (1863), later Taylor's Bridge. The town was renamed "Idaho Falls" in 1891 for the low but wide (1,500 feet) cataract in the river (now a source of hydropower), and it developed first as a railroad division point and later as a center of irrigated farming.

The City is the county seat of Bonneville County (the *"County"*) and occupies a land area of approximately 26 square miles with an estimated population of around 68,000. The City serves as the commercial, cultural, and healthcare hub for eastern Idaho, as well as parts of western Wyoming and southern Montana. It is home to the College of Eastern Idaho, the Museum of Idaho, the Hero Arena, the Idaho Falls Chukars minor league baseball team and the Idaho Falls Spud Kings, a minor league hockey team. See also "Economic and Demographic Information" below. The City features an extensive river walk trail featuring running and biking trails, art installations, and points of interest along several miles of the Snake River.

The Idaho Falls Regional Airport serves the City and the southeast Idaho region and is serviced by five airlines—Alaska Airlines, American Airlines, Delta Airlines, United Airlines and Allegiant Air—that provide year-round nonstop service to 13 destinations, including Dallas-Fort Worth, Denver, Las Vegas, Minneapolis-St. Paul, Phoenix-Mesa, Portland, Salt Lake City, Boise, Oakland and Seattle, as well as seasonal service to other destinations. The airport also serves as the largest general aviation airport in the region with over 100 based aircraft serving corporate aviation, police, fire, life flight/air ambulance services. The airport also has FedEx, UPS and other cargo operations totaling over 6 million pounds of cargo a year as of 2021, which is forecasted to be nearly 10 million pounds of cargo by 2026. The Idaho Falls Regional Airport provides an economic impact of over $145,000,000 annually to the region.

Two school districts serve the City—Idaho Falls School District #91 and Bonneville Joint School District #93. District #91 covers the majority of urban Idaho Falls and a small portion of the County west of the City. District #93 covers minimal parts of eastern Idaho Falls, and the remainder of the County with the exception of some remote areas that have independent elementary districts. All middle and high school students are transported into District #93 secondary schools. The City is home to 11 public high schools, seven public middle schools, and 27 public elementary schools. It is also served by four public charter schools and four private schools.

The City provides the following services: general administrative services, planning and building, public safety (police, fire, ambulance and animal control), parks and recreation, streets, library, public works, regional airport and water, sanitation, electric, broadband internet and wastewater utilities.

MAYOR AND COUNCIL

The City operates under the Mayor-Council form of government. Policy-making and legislative authority are vested in the City Council consisting of six members, all elected on a non-partisan basis. The City Council is responsible, among other things, for passing ordinances, adopting the budget, setting fees for services, confirming committee members and working with various department heads as assigned by the Mayor. The Mayor is responsible for carrying out the policies and ordinances of the Council, overseeing the day-to-day operations of the City, and appointing the heads of the various departments. Department Directors are professional positions appointed by the Mayor and confirmed the Council with no term limits on service. Removal of a Director requires either the Mayor and a majority of the Council vote or a unanimous vote of the Council.

The Mayor and City Council members are elected at large for four-year terms, with three of the City Council members standing for election every two years. The City Council holds regular meetings twice a month and special meetings as needed. All meetings are open to the public as provided by law and agenda items are posted in advance. A list of current City Council members, their occupations and their terms of office follows.

NAME	POSITION	OCCUPATION	CURRENT TERM EXPIRES (JAN.)
Rebecca L. Noah Casper	Mayor	Political Consulting/Adjunct Professor	2026
Michelle Ziel-Dingman	Council President	Chief Executive Officer	2028
Lisa Burtenshaw	Council Member	Former School Board Trustee	2026
James Francis	Council Member	Retired Educator/Administrator	2026
John Radford	Council Member	Chief Executive Officer	2028
James Freeman	Council Member	Retired, Firefighter/Paramedic	2026
Kirk Larsen	Council Member	Retired Commercial Banker	2028

EMPLOYEES

As of September 30, 2023, the City had 710 full-time employees and approximately 200 temporary employees.

ECONOMIC AND DEMOGRAPHIC INFORMATION

The City and the County are part of the Idaho Falls Metropolitan Statistical Area (*"MSA"*). The Idaho Falls MSA has an estimated population of 168,322, and the combined statistical area, which includes Blackfoot and Rexburg, has an estimated population of 287,460. A portion of the demographic information given below is gathered on the MSA as a whole rather than on a specific area within the MSA.

General. The City serves as regional center for retail, wholesale, medical, educational and governmental services. Underlying the City economy is a very strong base of agriculture production and

processing in barley, potatoes, wheat and cattle. Coupled with the agriculture base is the scientific and hi-tech research and supporting businesses for the Idaho National Laboratory. See *"Idaho National Laboratory"* below. This scientific sector provides a highly educated work force and high incomes in the local economy. This diversified and regional market economy provides economic stability in jobs, incomes and tax base. The regional market area extends from the City of Blackfoot to the south of the City, into Montana and Wyoming on the north and east, and on into central Idaho. The regional medical center, including hospitals, medical specialties and services, is concentrated in the City.

The City is the regional market center on the western side of Yellowstone Park and Jackson Hole. To the west of the City is a National Monument—The Craters of the Moon. The outdoor activities of fly-fishing, hunting, skiing, snowmobiling, hiking and sightseeing support many businesses and manufacturers. The tourism and entertainment industry within the City is growing and supporting more jobs and businesses. In addition, the State's largest museum is in Idaho Falls, which anchors a growing cultural tourism sector.

The State and federal offices in the City also serve all of eastern Idaho. The three state universities—Boise State University, University of Idaho and Idaho State University—have a large classroom and research presence in the City and are associated with the Idaho National Laboratory. The City is also home to a community college—the College of Eastern Idaho—which serves the area.

The City boasts three hospitals, two emergency rooms and provides the region's only trauma facility and burn center. The City has a vibrant arts and culture sector, including a full and active symphony, an opera company, and an active arts council which includes multiple youth arts organizations and opportunities.

Because of its location in a region with a varied economic base, unemployment in the City has been relatively stable. Currently the City is experiencing increasing economic growth, as well as continuing population growth consistent with overall growth in Idaho. The economy is expected to continue to diversify and grow in the manufacturing and technology industries. See *"Employment"* and *"Major Employers"* below.

Idaho National Laboratory. Idaho National Laboratory (INL) consists of an 890-square-mile area in southeastern Idaho typically referred to as the "INL Site," as well as laboratories and administrative buildings located at the INL Campus approximately 35 miles to the east of the INL Site in the City. Day-to-day operations are conducted at three primary facility areas—each hosting the complementary resources necessary to support national priority research. One area focuses on nuclear materials and processing, another on reactor technologies and the third on science, technology and education integration. INL is part of the United States Department of Energy's (*"DOE"*) complex of national laboratories. INL performs work in each of the strategic goal areas of DOE: energy, national security, science and environment and is the nation's lead laboratory for nuclear energy research, development, demonstration and deployment. INL, through its Technical Assistance Program (TAP), and IFP have collaborated on, among other things, data with respect to its hydroelectric power generation. INL is managed by Battelle Energy Alliance, LLC for the DOE's Office of Nuclear Energy.

In 2023, INL was the sixth largest overall employer in the State of Idaho with over 5,900 employees. The average base salary of an INL employee was $119,397 in 2023, with a total economic impact from INL on the state of Idaho of over $3.77 billion.

Population. The following table provides historical population information for the City.

	City of Idaho Falls	Change Over Prior Period
2023 Estimate	68,001	4.91%
2020 Census	64,818	14.09%
2010 Census	56,813	11.99%
2000 Census	50,730	15.48%
1990 Census	43,929	10.54%
1980 Census	39,739	11.08%

Source: U.S. Census Bureau.

Employment. Historical employment within the County and the Idaho Falls MSA is described in the following tables.

BONNEVILLE COUNTY
ANNUAL AVERAGE LABOR FORCE DATA

	Annual Average					
Bonneville County	2018	2019	2020	2021	2022	2023
Civilian Labor Force	55,200	57,042	59,122	61,411	63,378	65,279
Unemployed	1,358	1,364	2,442	1,763	1,569	1,698
Percent of Labor Force Unemployed	2.5%	2.4%	4.1%	2.9%	2.5%	2.6%
Total Employment	53,842	55,678	56,680	63,174	61,809	63,581

	Annual Average					
By Place of Work	2017	2018	2019	2020	2021	2022
Total Covered Employment	48,734	49,395	51,226	53,056	55,017	56,015
Agriculture, Forestry, Fishing & Hunting	1,395	1,546	1,534	1,471	1,403	1,328
Construction	3,552	3,472	3,880	4,689	4,816	4,934
Manufacturing	4,650	4,309	4,356	4,233	4,471	4,874
Trade, Utilities & Transportation	9,821	9,847	9,971	10,241	10,431	10,612
Information	795	839	811	722	724	675
Financial Activities	1,692	1,890	1,984	2,254	2,186	2,300
Professionals & Business Services	7,166	7,165	7,339	7,511	7,797	7,915
Education & Health Services	10,990	11,614	12,313	12,611	13,419	13,614
Leisure & Hospitality	4,615	4,695	4,960	5,559	5,681	5,716
Other Services	2,094	2,178	2,128	1,972	2,046	1,939
Public Administration	1,964	1,840	1,950	1,793	2,043	2,108

Source: U.S. Census Bureau

Major Employers. Major employers in the Idaho Falls MSA include the following:

IDAHO FALLS MSA
MAJOR EMPLOYERS

RANK	EMPLOYER	INDUSTRY	NUMBER OF EMPLOYEES	% OF TOTAL MSA EMPLOYMENT
1	Battelle Energy Alliance	Prof. Services (INL)	5,786	8.54%
2	Melaleuca Inc.	Wellness	1,699	2.51
3	Brigham Young University-Idaho	Education	1,689	2.49
4	Wal-Mart	Retail Grocery	1,497	2.21
5	Eastern Idaho Health Services	Healthcare	1,470	2.17
6	Fluor Marine Propulsion LLC	Industrial	1,372	2.03
7	Idaho Falls SD No. 91	Public Education	1,303	1.92
8	Bonneville Joint SD No. 93	Public Education	1,210	1.79
9	City of Idaho Falls	Government	1,005	1.48
10	Broulim's Foodtown	Retail Grocery	771	1.14

Source: Idaho Department of Labor information as of 2023.

Note: Only employers that have given the Department permission to release employment range data are listed.

Income. Historic per capita income, personal income, and median income for the County and the State are shown below:

BONNEVILLE COUNTY AND STATE OF IDAHO
PER CAPITA, TOTAL PERSONAL INCOME AND MEDIAN INCOME

	2018	2019	2020	2021	2022
PER CAPITA INCOME[1]					
Bonneville County	$53,186	$56,468	$59,981	$61,768	$62,984
% change from prior year	9.3%	6.2%	6.2%	3.0%	2.0%
State of Idaho	$43,270	$45,917	$49,687	$54,141	$56,615
% change from prior year	5.0%	6.1%	8.2%	9.0%	4.6%
TOTAL PERSONAL INCOME[1]					
Bonneville County ($000)	$ 6,308	$ 6,862	$ 7,481	$ 7,909	$ 8,156
% change from prior year	11.4%	8.8%	9.0%	5.7%	3.1%
State of Idaho ($000)	$76,530	$83,019	$91,889	$103,114	$109,776
% change from prior year	7.1%	8.5%	10.7%	12.2%	6.5%
MEDIAN INCOME[2]					
Bonneville County	$60,444	$65,165	$67,294	$69,880	$74,505
% change from prior year	8.4%	7.8%	3.3%	3.8%	6.6%
State of Idaho	$58,730	$65,990	$66,730	$76,920	$72,580
% change from prior year	-1.3%	12.4%	1.1%	15.3%	-5.6%

(1) Source: U.S. Bureau of Economic Analysis retrieved from the Federal Reserve Economic Date ("FRED").

(2) Source: U.S. Census Bureau retrieved from FRED.

IDAHO FALLS POWER

GENERAL

The City of Idaho Falls (the *"City"*) has operated a municipal electric generation system since 1900, when a small generator was installed in an irrigation canal to create electricity for street lights. Formerly known as the "Electric Light Division," the City's municipal electric utility is now known as "Idaho Falls Power." Idaho Falls Power (sometimes referred to below as *"IFP"*) operates an integrated generation, power supply, transmission and distribution system (the *"System"*) that serves approximately 31,500 residential, commercial, industrial and high density customers. IFP also operates a broadband utility that provides fiber optic service to the community and is known as "Idaho Falls Fiber" (*"IFF"*). IFF was established in 1998 with leasing of dark fiber and has grown into one of the largest fiber to the home open access networks in the US.

Idaho Falls Power has received a Diamond Level Reliable Public Power Provider (RP3) designation from the American Public Power Association (*"APPA"*). This valued designation is given to only those public power utilities that demonstrate a high level of proficiency in reliability, safety, workforce development, and continued system improvement every three years. The Diamond Level is the highest tier utilities can achieve. Out of over 2,000 public power utilities nationwide, less than six percent of them achieved the Diamond Level certification held by Idaho Falls Power.

GOVERNANCE

The City's Mayor and Council (described above) also serve as the Power Board, which meets monthly and provides direct governance of Idaho Falls Power. These monthly meetings are used to (a) provide IFP staff the opportunity to provide briefings related to industry issues that may affect Idaho Falls Power, (b) set and review strategic areas of focus of IFP, (c) monitor action plan progress with respect to strategic direction, (d) monitor the financial condition of IFP, (e) review power supply risks and strategies to manage risk, and (f) provide policy level direction to the General Manager for implementation. The monthly Power Board meetings are not typically used for City Council action unless it is approval of an internal policy that directs management of the utility. Formal actions such as ordinance changes, rate/fee changes, contract approval, bid awards, ratification of power supply, power sales contracts, etc. are scheduled for action at regularly-scheduled City Council meetings.

MISSION STATEMENT AND STRATEGIC PLAN

In March 1997, the Mayor and Council adopted a Mission Statement for Idaho Falls Power. The Mission Statement was most recently amended in 2017 with the strategic plan. The updated Mission Statement was simplified to encompass the diverse range of products and services IFP provides to the community. The updated mission is for Idaho Falls Power to be "a customer-owned utility dedicated to providing value driven, safe, reliable and high-quality services."

Idaho Falls Power in coordination with the Power Board updates and reviews its strategic plan through in-depth planning sessions on a two year cycle. This cycle ensures that new Power Board members understand and have input into the alignment of the mission and vision for IFP. This process helps IFP and the Power Board gauge how successfully it is executing its mission and strategic direction. It also enables longer term planning

and thinking by the governing body. This process includes an in-depth strengths, weaknesses, opportunities and threats (SWOT) analysis that focuses on key areas of operational performance. The strategic plan underwent a reformatting and refocusing which included comprehensive strategic planning by the Board that took place over four different Board meetings in 2023 and early 2024, with adoption in March of 2024. The new format and plan is more action oriented with trackable results to obtain the desired long term goals set by the Board through policy direction to the General Manager.



GOVERNING POLICIES

In furtherance of IFP's Mission Statement, the Mayor and Council have adopted various policies that govern the operations of Idaho Falls Power. These policies are summarized below.

Financial Stability and Creditworthiness Policy. The Financial Stability and Creditworthiness Policy establishes policies and principles for maintaining and enhancing IFP's financial stability and creditworthiness to best position it to (i) meet the creditworthiness requirements under its power purchase agreement with Bonneville (described below) and under wholesale power purchase agreements with other market participants, (ii) participate in future generation and transmission projects, (iii) fund and maintain sufficient reserves for working capital, capital projects and rate stabilization purposes, and (iv) have access to credit markets and favorable financing terms as and when necessary. The policy is intended to promote the continued ability of IFP to provide reliable, low-cost power supply service to its customers, and the prudent operation and management of the System.

Various components of the policy reflect the rating criteria for public power utilities utilized by major credit rating agencies, and the policy includes provisions with respect to governance and management of IFP,

asset and operations management, rate setting and rate review, integrated resource planning, insurance and catastrophic risk assessment, physical and cyber security, financial planning and other matters. The policy establishes various financial targets, including maintaining (a) at least 250 days' cash on hand (combined balance of the Electric Fund and the Rate Stabilization Fund), (b) 200% coverage for debt service and other fixed obligations, and (c) target balances of $10 million in the Electric Fund, $25 million in the Rate Stabilization Fund and with the Capital Funds target balance reflecting and adequately funding the capital needs of the utility based upon the ten-year Capital Improvement Plan (CIP). The policy also includes considerations for debt issuances and other matters.

Risk Management Policy. The Risk Management Policy (i) establishes policies and principles for wholesale power transactions entered into by IFP, (ii) authorizes management of IFP to enter into certain wholesale power transactions from time to time to meet and manage seasonal shortfalls and surpluses in its power supplies, (iii) requires that certain wholesale power transactions be entered into only upon specific authorization by the Mayor and City Council, (iv) establishes procedures for the periodic review of wholesale power transactions that are entered into by IFP and (v) expressly prohibits certain activities. The policy provides that IFP will enter into only those wholesale power transactions that are consistent with the prudent and businesslike operation of the System and its power supply requirements and resources. Only existing and reasonably forecasted power supply requirements and resources will be the basis for any wholesale power transaction. The policy directs management to reduce or mitigate price, reliability and counterparty risks in all wholesale power transactions, and includes an absolute prohibition on speculative transactions, a matching of power supply resources and requirements, an examination of alternatives and strict counterparty creditworthiness standards.

General Fund Transfers Policy. The General Fund Transfer Policy establishes principles and procedures for the transfer of amounts from the Electric Fund to the City's General Fund. The amount of the General Fund Transfer in any year is determined as a part of IFP's annual budgetary process and is benchmarked for best practices against APPA's biennial report titled, "Payments and Contributions by Public Power Utilities to State and Local Governments." The General Fund transfer in any year is equal to 6.5% of IFP's average operating revenues over the three preceding fiscal years. The General Fund transfer is then reduced by the Electric Fund's annual transfer to the City's Traffic Light Capital Improvement Fund. The policy expressly prohibits other in-kind transfers to other City departments that are outside the scope of providing utility services. In addition, Idaho law prevents the transfer of utility funds to defer or lower the explicit obligations of general city government.

MANAGEMENT AND EMPLOYEES

Management. Idaho Falls Power is managed by its General Manager with the assistance of its Assistant General Manager.

Travis "Bear" Prairie, General Manager. Bear Prairie is the General Manager of Idaho Falls Power and Idaho Falls Fiber. Prior to assuming this role in 2018 he was the Assistant General Manager for eight years. Bear has over 23 years of experience in the energy industry, with experience in utility executive management, commodity trading and asset development. He began his career at Idaho Power Company, holding numerous roles in commodity trading and power supply management, and later developed and staffed a west coast based electric and natural gas trading business for Integrys Energy. As General Manager, he has primary responsibility for all operations of IFP and IFF, including long-range power supply planning, power operations, broadband

service deployment, resource development and utility risk management. Bear serves on numerous boards including the American Public Power Association (APPA), Public Power Council (PPC), Utah Associated Municipal Power Systems, the Idaho Strategic Energy Alliance, the Idaho Consumer Owned Utilities Association (ICUA), the Idaho Energy Resources Authority, Idaho Strategic Energy Alliance, and the Pacific Northwest Utilities Conference Committee. He is currently the Chair of the PPC which represents over 90 Bonneville Power Administration (*"Bonneville"* or *"BPA"*) preference customers in the Northwest. He holds an MBA degree from Northwest Nazarene University and a bachelor's degree in business administration from The College of Idaho.

Stephen Boorman, P.E., Assistant General Manager. Stephen Boorman, has served as the Assistant General Manager for Idaho Falls Power since September 2018. Stephen has been in engineering and management for over 33 years, with 28 of those years working for electric utilities. His previous positions have included Light Department Director for the City of Cheney, Washington, City Administrator for the City of Bonners Ferry, Idaho, and Engineer for Missoula Electric Cooperative. In his role as Assistant General Manager, he focuses on engineering with utility planning and operations and supports internal staff needs across various Idaho Falls Power and Fiber Divisions, working both internally and externally to support collaborations with other City departments and with customers. Stephen has served on a number of industry trade groups including PPC, ICUA, and Northwest Requirements Utilities (NRU). He holds a bachelor of science degree in electrical and electronic engineering from Montana State University, and is a licensed professional engineer in the State of Idaho.

Josh Roos, Chief Financial Officer. Josh Roos has worked for the City of Idaho Falls and Idaho Falls Power for 13 years as a Workflow Technician, Design Technician, City Treasurer and currently as the Chief Financial Officer. As the CFO, Josh oversees the cost-of-service model, performs financial analysis, maintains financial reports, develops the budget and oversees all other aspects of the utility's financial health and planning. Josh has been the project manager over multiple grants (either with the City or with IFP) including the Coronavirus Aid, Relief, and Economic Security Act (CARES ACT), The American Rescue Plan Act (ARPA), The Grid Resilience and Innovation Partnerships (GRIP) Program and many other State and Federal grant opportunities. In 2009, Josh graduated from Idaho State University with his BBA in Finance and since then has been awarded multiple certificates regarding finance and electrical design. Josh has been involved with multiple community organizations and has served as the district director for the Idaho City Clerks, Treasurers and Finance Officers (ICCTFOA) and serves as a board of director and the treasurer for East Idaho Credit Union.

Employees. Idaho Falls Power is staffed by 86 employees, 54 of whom are represented by the International Brotherhood of Electrical Workers (IBEW). The City's current collective bargaining agreement with the IBEW expires on May 3, 2025. IFP reports that the relationship between management and IFP's employees has been and continues to be aligned with the expectations of utility management and represented employees. Labor relations are positive, with a partnership focus on worker safety and industry professionalism.

SERVICE AREA

Idaho Falls Power provides electric utility service to a 27 square mile service area, almost all of which is located within the City. See "THE CITY OF IDAHO FALLS" ABOVE for information regarding the service areas, its population and economy.

Electric Supplier Stabilization Act. In 2001, the Idaho Legislature enacted the Electric Supplier Stabilization Act (the *"Stabilization Act"*) which was designed to promote harmony among and between investor-owned, municipal and cooperative utilities in Idaho (referred to in the Stabilization Act as *"electric suppliers"*), prohibit the "pirating" of consumers of another electric supplier, discourage duplication of electric facilities, actively supervise certain conduct of electric suppliers under the Stabilization Act, and stabilize the territories and consumers served with electricity by such electric suppliers.

In general, the Stabilization Act (a) prohibits an electric supplier from serving any customer that is or had been lawfully served by another electric supplier, (b) provides that a new customer will be served by the electric supplier with the nearest existing service line, unless there is no service line within one-quarter mile, in which case the customer may choose its electric supplier, (c) authorizes electric suppliers to enter into agreements with one another for the purpose of allocating territories, consumers, and future consumers between them and designating which territories and consumers are to be served by which contracting electric supplier, and (d) authorizes and directs the Idaho Public Utilities Commission to actively supervise and enforce the provisions of the Stabilization Act.

Pursuant to the Stabilization Act, Idaho Falls Power entered into a Service Allocation Agreement with Rocky Mountain Power in 2005. This agreement delineates the respective boundaries of the service territories of IFP and Rocky Mountain Power and gives IFP the right to purchase Rocky Mountain Power facilities that serve customers that are located within the corporate boundaries of the City, including customers that are in areas that are annexed into the City. Asset buyouts are made under fixed price terms established in the Service Allocation Agreement. The Stabilization Act and the Service Allocation Agreement have the effect of precluding Rocky Mountain Power from serving customers located within IFP's established service area.

Idaho Falls Power engaged in a large buyout of Rocky Mountain Power customers that were located within the municipal boundaries of the City. The multi-year engagement between the utilities cleaned up service boundaries and brought over 800 new customers onto the Idaho Falls Power system in 2021.

TRANSMISSION AND DISTRIBUTION SYSTEM

The System includes approximately 52 miles of high voltage (161 and 44 kV) transmission facilities and over 528 miles of distribution facilities that operate at voltages ranging from 2.4 kV to 12.5 kV. The System receives purchased power at two transmission substations that interconnect with the transmission systems of PacifiCorp (Rocky Mountain Power), one of which is the Westside Substation. The System currently includes 12 substations.

The recently completed 161 kV Sugarmill-Paine Transmission Project added another point where the System is interconnected to PacifiCorp. Interconnection points like this, though not another official delivery point as defined by their transmission service contracts, does provide additional bulk power delivery reliability improvements for the larger power system. IFP's Paine Substation provides bulk power delivery into the currently growing northern part of the service area where customer demand continues to grow at a robust rate from both commercial and residential customers. The completion of the 161 kV Sugarmill-Paine Transmission Project completed the 161 kV system of which the southern portion was built in the late 1980's. Other System facilities include a fiber optic connectivity and Supervisory Control and Date Acquisition (SCADA) network for the operation and control.

Management of Idaho Falls Power reports that the transmission and distribution facilities of the System are in good operating condition and are being maintained in accordance with good utility practice. IFP has aggressive vegetation management practices in place, and doubled its vegetation removal practices in 2018 to transition to a four-year cycle of tree trimming and vegetation management to limit outage risks from vegetation interactions. In 2024 IFP moved to a three-year vegetation trimming cycle to further enhance reliability and reduce unplanned outage risks. There are also active raptor protection programs in place including pole retrofits.

Roughly half of Idaho Falls Power's distribution system is overhead lines and half is underground. Of the half that is underground, half of that was older direct-bury conductors that were not installed in conduits. There has been an extensive capital improvement project underway since 2019 to install conduits and replace electrical conductors in any areas where cable failures are starting to happen. This installation of conduit in all areas of direct bury electrical lines was completed in early 2024 with completion of the fiber to home network buildout. These two projects were done in tandem to achieve maximum cost effectiveness by digging just once in customer easements. This large capital undertaking was paid for out of current cashflow and routine capital improvement funds. The utility installed approximately 70 miles of new electrical conduit.

ELECTRIC GENERATING FACILITIES

The System's electric generating facilities consist of two run-of-the-river hydroelectric projects on the Snake River – the Bulb Turbine Project (five generating units at three separate dam sites, including the "Old" Lower Plant) and the Gem State Project (one generating unit). Additionally, the Project financed with the Bonds, consists of acquiring approximately 131 acres of real property, the construction thereon of buildings and structures with bays and expansion bays for mixed fuels and other generating units, battery and other electric storage facilities, electric transformers and interconnections, fuel interconnection and handling facilities, and related facilities and improvements that will provide additional generating capacity for the System.

Bulb Turbine Project. The Bulb Turbine project replaced or augmented three hydroelectric generating plants that were constructed along the Snake River between 1912 and 1940, known as the Upper, City and Lower Plants. The plants at the original Upper and City sites were destroyed by the floodwaters that resulted from the collapse of the U.S. Bureau of Reclamation's Teton Dam in 1976. The original Lower Plant did not sustain as much damage from the Teton Dam flood and was retained, with the addition of a "bulb turbine" facility that was constructed adjacent to it at the time of the replacement of the Upper and City Plants.

Construction of the Upper and City Plants and the addition of the new Lower Plant began in 1978 and was completed in 1982. Known as the "Bulb Turbine Project," this was one of the first in the United States to use the European technology of placing the turbine-generator entirely within a horizontal water passage. The generator is enclosed in a water-tight seal or "bulb" and connected to a downstream runner by a horizontal shaft. The advantage of using this technology over the more common vertical-shaft turbines, is that it better utilizes the relatively low water height (known as the *"head"*) in the stretch of the river around Idaho Falls.

The available head at each of the three sites is approximately 19 feet, which is low compared to most utility-scale hydroelectric projects. Each of the three plants channels up to 6,000 cubic feet per second of water through the turbines and has a nameplate generating capacity 8 MW (the "Old" Lower Plant provides an additional 3 MW of generating capacity). The total production from the three plants sites averages approximately 145 million kilowatt-hours (*"kWh"*) of electricity annually.

Gem State Project. The generating capacity of the Gem State Project is nearly as large as the combined capacity of Bulb Turbine Project. It was constructed at an abandoned hydroelectric site about five miles south of the City. Construction began in 1985 and was completed in 1988. The powerhouse contains one vertical Kaplan turbine-generator with an installed capacity of 22.6 MW operating under a 43 foot head. Its 40 foot high, 3,600 foot long earth-fill dam impounds a reservoir of 5,000 acre-feet with a surface area of 305 acres. Gem Lake, as it's known, has become a popular area for fishing and boating for area residents. The plant produces an average of approximately 130 million kWh of electricity annually.

Peaking Plant Project. IFP, in collaboration with Engineer Structures Inc. (ESI), is constucting a state-of-the-art generation plant on a 136-acre parcel of land in Bonneville County just outside of the current city limits. The plant will be housed in a 240' x 50' pre-engineered metal building, which will also include associated maintenance, office, and meeting spaces. Of the total acreage, 10 acres have been specifically platted for the plant, while the remaining land allows for potential future expansion for R&D research and the construction of a future substation. The facility will feature seven Caterpillar generators with a nameplate generation capacity of 17.5 megawatts, and an eighth spot reserved for potential clean energy research unit development with hydrogen technology advancements in collaboration with partners like the Idaho National Laboratory (INL).

These seven generators will be fueled by natural gas, with the capability to run on a 25% hydrogen blend, with potential increases as technology progresses. IFP has secured all necessary easements for the Intermountain Gas 6" gas line and the IFP distribution circuit feeder line, ensuring fuel and electric grid connectivity. The plant will operate during peak demand times or periods of high energy costs, providing crucial power support for the City. Additionally, the project includes the construction of a 70' x 100' storage building near the generation facility, which will also offer storage space for IFP. Compliance and coordination with Bonneville County and the City have been essential throughout the project to ensure seamless integration and operation across jurisdictions, with no need for zoning changes or other compliance related hurdles.

BONNEVILLE POWER ADMINISTRATION; BLOCK AND SLICE AGREEMENT

Bonneville. The Bonneville Power Administration was established by the Bonneville Project Act of 1937, and is a federal power agency within the U.S. Department of Energy. Under the Pacific Northwest Electric Power Planning and Conservation Act (the *"Northwest Power Act"*), Bonneville is:

- required to offer to sell power to municipal, public or cooperative utilities located in the Pacific Northwest (*"Preference Customers"*) to meet the utility's firm power load in excess of the utility's own firm resources;

- required to offer to exchange power with Pacific Northwest investor-owned utilities for residential and farming uses, to establish rates for such power that are the same as the rates paid by Preference Customers, and require such utilities to pass the cost-benefits through to these customers (the *"Residential Exchange Program"*); and

- directed to meet its obligations to provide electric power through conservation to the extent that conservation is cost effective and, to the extent that conservation measures are insufficient to meet such obligations, to acquire cost effective electric power from renewable and other resources.

Bonneville is required by law to meet certain energy requirements in the region and is authorized to acquire power resources and to take other actions to enable it to carry out these purposes. This includes the requirement for Bonneville to provide power to Preference Customers, such as Idaho Falls Power, so the utility can meet its total customer load and load growth, less its owned or purchased resources from non-federal generators. In doing so, Bonneville must give preference and priority to public body and cooperative utilities before offering to serve non-preference entities. In acquiring additional power supplies, Bonneville is precluded from owning or constructing any electric generating facilities. In the event customers elect to have Bonneville serve their customer load beyond the current capability of the federal system, called Teir 1 resources, the customer is required to pay all the costs of that newly acquired resource.

Bonneville is headquartered in Portland, Oregon and is one of four regional power marketing agencies within the U.S. Department of Energy. For its fiscal year ended September 30, 2023, Bonneville had total power sales operating revenues of $4.24 billion and total power sales operating expenses of $4.15 billion.

The Federal System. Bonneville markets power from 31 federal hydroelectric projects, one non-federally owned nuclear plant, and several small power plants in the Pacific Northwest, and from various contractual rights (the *"Federal System"*), with an expected aggregate output in its operating year 2025 (August 1, 2024 through July 31, 2025) of approximately 9,662 annual average MW under median water conditions and approximately 7,960 annual average MWs under low water conditions. Annual average MWs (or *"aMW"*) are the number of MWhs of electric energy generated, transmitted or used over the course of a 365-day year, and one aMW is equal to 8,760 MWh.

These hydroelectric projects, built and operated by the United States Bureau of Reclamation and the United States Army Corps of Engineers, are located in the Columbia River basin. The region's sole nuclear facility is owned and operated by Energy Northwest, a joint operating agency organized under the laws of the State of Washington. The Federal System currently produces about 28% of the region's electric energy supply. Bonneville's transmission system includes over 15,000 circuit miles of transmission lines. Bonneville sells a large portion of its electric power at wholesale rates to over 125 publicly-owned, cooperatively-owned, and tribal utilities in the Pacific Northwest. Its service area covers over 300,000 square miles and has a population of about 15 million.

Residential Exchange Program. The Northwest Power Act provides that a municipal or investor-owned utility may offer power to Bonneville, and Bonneville must purchase such power from the utility, at the utility's average system cost. In exchange, Bonneville sells an equivalent amount of power to the utility for purchase by its residential and small farm customers at Bonneville's established Priority Firm (*"PF"*) Exchange Rate. This is referred to as the "Residential Exchange Program." The PF Exchange Rate is established periodically by Bonneville as part of its rate case and is the lower rate Bonneville is required to provide to its municipal and electric cooperative utility customers. Benefits are settled financially with no energy exchanged.

Over the years there have been numerous legal challenges with respect to the treatment of Residential Exchange Program costs in Bonneville's power rates. In 2011, the parties reached a settlement agreement, which provides an agreed basis and certainty for how the Residential Exchange Program is treated in Bonneville's power rates through 2028. There are negotiations/discussion currently taking place between BPA preference customers and the regions investor-owned utilities to discuss another long-term settlement of the Exchange program for the Provider of Choice (Post 2028) contracts.

Tier 1 Rates. On October 1, 2011, Bonneville's customers began purchasing power from the agency under new 17-year power contracts with a tiered rate construct. These contracts were named and are commonly referred to as Regional Dialogue contracts, which developed this new tiered rate construct. Under this rate construct, a utility is eligible to purchase energy from Bonneville at a "Tier 1 Rate," up to a pre-defined amount (known as the "*High Water Mark*"). The Tier 1 Rate is cost-based and reflects the investment and operating costs of the resources in the Federal System as of October 1, 2011.

Bonneville has agreed by contract to review and set the Tier 1 Rate every two years. The ratemaking process incorporates inputs from a number of public processes, including (a) the Integrated Program Review, which establishes BPA's operating budgets and costs, (b) the Capital Investment Review, which establishes BPA's long-range capital plan, and (c) the Rate Period High Water Mark process, through which the resources of the Federal System and total Preference Customer loads are determined for the purpose of allocating costs under the tiered rates construct. At the conclusion of the ratemaking process, Bonneville submits its rates to FERC for approval. This review is to confirm Bonneville's rates are sufficient to recover the agency's costs.

Under its Block and Slice Agreement with Bonneville (described below), Idaho Falls Power's High Water Mark for the maximum amount of power it can purchase at the cost-based Tier 1 Rate is no longer sufficient to cover all of its energy needs because the systems loads have grown beyond their Tier 1 allocation. Idaho Falls Power has elected to procure their own Tier 2 resources rather than have BPA procure power on their behalf. Idaho Falls Power has been securing their own additional energy resources through a mix of resource development and power purchase agreements to serve their Above High Water Mark loads.

Block and Slice Power Purchase Agreement. Idaho Falls Power has executed a long-term agreement with Bonneville (the *"Block and Slice Agreement"*), providing for the purchase and sale of the "Block" and "Slice" energy products for the period from October 1, 2011 through September 30, 2028. The Block product provides a set amount of energy delivered in flat monthly blocks; the Slice product represents a "slice" or percentage of the actual output of the Federal System.

The Block product provides Idaho Falls Power with power in flat monthly amounts that are determined based on Idaho Falls Power's historical average monthly loads. For the year ended September 30, 2023, Idaho Falls Power received 343518 MWh from the Block product, as shown in the table below.

The Slice product provides Idaho Falls Power with variable amounts of power that reflect the actual output of Bonneville's resource portfolio. It provides Idaho Falls Power with the ability to follow its customer loads by storing and dispatching energy within the contractual constraints and physical limits of the Federal System. Under the Slice product, Idaho Falls Power takes responsibility for managing its portion of Bonneville's resources, and assumes the inherent risks. The majority of Idaho Falls Power's short-term wholesale market sales are from surplus Slice energy, which varies with the seasonal and daily variations in the Slice product's output. If the regional snowpack and water conditions that feed the Federal System are above average, the energy output from the Slice product will be above average. If snowpack and water conditions are below average, then the output from the Slice product will be reduced. The output of the Federal System varies annually with changes in hydrological conditions. Regional weather patterns create the snowpack and precipitation levels that feed the Columbia River System and the resulting hydroelectric generation of the Federal System.

As a purchaser of the Block and Slice products, Idaho Falls Power has an obligation to pay its *pro rata* share of Bonneville's actual operating costs for the sum of its Block percentage and its Slice percentage. Idaho

Falls Power's Block percentage is 0.57751% and its Slice percentage is 0.54881%, for a total cost allocation of 1.12632%. IFP's combined Block and Slice percentages are equivalent to 551,643 MWh or 62.973 aMW, under critical water conditions.

The following table shows the amounts of energy purchased by the City from BPA under the Block and Slice in each operating year:

Year Ending September 30,	Block Energy (MWh)	Slice Energy (MWh)
2014	345,026	432,914
2015	362,990	401,518
2016	348,072	404,176
2017	251,053	465,197
2018	231,297	458,646
2019	238,843	381,733
2020	207,242	414,271
2021	215,232	374,369
2022	336,640	433,957
2023	343,518	344,727

After the end of each fiscal year, Bonneville "trues up" the difference between its actual costs and its rate forecast for the year through the Slice True-Up Adjustment charge or credit. Idaho Falls Power's share of the Bonneville's fiscal year 2023 Slice True-Up Adjustment was a credit of approximately $579,294. IFP has received a Slice True-Up Adjustment credit in each year since 2011 under the current Block and Slice Agreement.

The Slice portion of the Block and Slice Agreement includes a separate Creditworthiness Agreement to secure Idaho Falls Power's payment obligations. Under the provisions of the Creditworthiness Agreement, Idaho Falls Power would be required to provide credit support though a letter of credit if Idaho Falls Power's long-term credit rating were to drop below investment grade or if Bonneville were to determine that Idaho Falls Power was not creditworthy. The maximum amount of credit support or collateral is based on a factor of 0.12 multiplied by Idaho Falls Power's total annual cost for Slice, or approximately $2.5 million. To date, Idaho Falls Power has not been required to provide collateral for this purpose.

The payment obligations of Idaho Falls Power under the Block and Slice Agreement are payable solely from the income and revenues of Idaho Falls Power and as an operating expense of the System.

Transmission. Idaho Falls Power purchased bundled transmission and power supply services from Bonneville until the 1990s when FERC rulemakings prompted Bonneville to unbundle its transmission services from its power supply services. Idaho Falls Power now receives network transmission services from Bonneville under a long-term contract with indefinite renewal rights for preference power purchased from Bonneville. The transmission capacity available under this contract is based upon the actual amount of BPA energy delivered to IFP. Transmission costs make up approximately 8.73% of Idaho Falls Power's total costs of power supply and transmission services from BPA. Bonneville typically files two-year rate cases for its transmission service costs in parallel with the power rate case cycle.

Idaho Falls Power also receives network transmission service from PacifiCorp under a long-term transmission service agreement held by the Utah Associated Municipal Power Systems (*"UAMPS"*) for IFP's energy delivery needs beyond what is provided under its transmission service agreement with Bonneville.

HORSE BUTTE WIND PROJECT

Idaho Falls Power has entered into a Power Sales Contract (the *"HBW Power Sales Contract"*) with UAMPS for the purchase of electricity from the Horse Butte Wind Project, a 57.6 MW nameplate capacity wind farm comprised of 32 Vestas V-100 (1.8 MW) wind turbines and related facilities located in Bonneville County, Idaho, approximately 15 miles east of the City. Commercial operation of the Facility commenced on August 15, 2012.

Under the HBW Power Sales Contract, IFP has agreed to purchase, on a take-or-pay basis, 5.26% of the generating capacity and output of the Horse Butte Wind Project and to pay the same percentage of all of UAMPS's ownership and operating costs, including debt service on the bonds issued by UAMPS to finance the costs of acquisition and construction of the Project. The term of the HBW Power Sales Contract extends for the useful life of the Horse Butte Wind Project and may not be terminated so long as any of UAMPS' bonds remain outstanding. Idaho Falls Power's payment obligations under the HBW Power Sales Contract are payable solely from the revenues and income of the System and as an operating expense of the System.

UAMPS. The City is a member of UAMPS, a political subdivision of the State of Utah that provides wholesale electric services to 50 public utility systems in eight Western states. The City joined UAMPS in order to achieve economies of scale in purchasing power supplies, transmission access to power markets outside of the Pacific Northwest and the use of UAMPS' power scheduling and dispatching office which operates 24 hours a day on a real-time basis. The UAMPS power scheduling and dispatch desk works with the Idaho Falls Power dispatch desk on an hourly basis to manage the BPA Slice product and transact as required in the hourly wholesale power markets to balance customer energy demand and supply resources.

FIVE-YEAR POWER SUPPLY AND SALES HISTORY

The following table shows the power supply resources and power sales of Idaho Falls Power for the last five years of operations:

POWER SUPPLY AND SALES (MWH)

	Year Ended September 30,				
POWER SUPPLY RESOURCE	2019	2020	2021	2022	2023
System Generation					
Upper Plant	50,599	49,947	44,761	40,962	10,866
City Plant	46,722	48,028	42,322	37,109	38,521
Lower Plant	42,779	40,290	35,513	12,540	38,318
Old Lower	8,603	8,978	6,967	14,796	2,965
Gem State	130,683	126,444	112,833	101,474	101,183
TOTAL SYSTEM GENERATION	279,386	273,687	242,396	206,881	191,853
Purchased Power					
BPA/Block and Slice	615,333	621,513	589,601	770,597	688,245
Horse Butte Wind	7,974	8,917	8,168	9,330	7,887
Other[1]	60,842	69,548	83,780	14,888	111,648
TOTAL PURCHASED POWER	684,149	699,978	681,549	794,815	807,780
TOTAL POWER SUPPLY	963,535	973,665	923,945	1,001,696	999,633
POWER SALES					
Retail	692,339	708,705	735,619	753,766	781,404
Wholesale	188,805	186,132	121,866	167,986	101,119
TOTAL POWER SALES[2]	881,144	894,837	857,485	921,752	882,523

Source: Idaho Falls Power.

1. Wholesale market purchases shorter than five years.
2. Difference between Total Power Supply and Total Power Sales is attributable to transmission losses and standard customer distribution system real power losses.

System peak demand for the year ended September 30, 2023 was 165.40 MW, which was the highest recorded peak energy usage in system history.

For the year ended September 30, 2023, carbon-free generation (hydroelectric, nuclear, wind and solar) accounted for 92% of the electricity delivered to the customers of Idaho Falls Power. The other four percent of electricity that is not counted as carbon-free represents wholesale market purchases which do not have a designated carbon profile.

Off-System Sales and Purchases. Idaho Falls Power markets surplus energy in excess of the requirements of its customers into the wholesale market. The timing and volume of these transactions are based

upon hydrological conditions at the time and during the operating season due to the large amount of hydroelectric generation from IFP's owned resources and the Block and Slice Agreement. In a typical operating year with average stream flows Idaho Falls Power sells approximately 153,182 MW of surplus generation into the wholesale market with the proceeds from these transactions being used to offset other power supply costs and lower customer net retail rates. The proceeds from these sales varies from period to period based upon surplus energy availability and market prices. Some surplus energy is sold ahead in the forward energy markets, typically hedged with any necessary peak energy purchases to manage price risk exposure.

The general volumes and transaction types are dictated by IFP's Risk Management Policy (described above). This policy helps manage utility wholesale market price exposure while also allowing some ability for Idaho Falls Power to take advantage of market opportunities with its surplus energy.

IFP's owned and purchased power supply resources do not provide sufficient electricity to meet the peak demands on the System. IFP enters into short-term power purchase transactions in the wholesale market to meet its peak demands.

Resource Planning and Future Power Supply. Idaho Falls Power does extensive resource planning on an annual basis which is presented to the Power Board. This planning function looks twenty years into the future with load forecasts based upon best available predictive analytics of growth and consumer demand changes. On an at least monthly basis the portfolio model and resource plan are updated with the most recent basin hydrology reports to effectively model and predict hydro generation supply and shape. This information is analyzed and, following risk management guidelines and hedging strategies, IFP enters into power purchase and sales contracts to balance monthly and seasonal supply surplus and deficits.

In addition to interactions with the wholesale power markets for seasonal shaping long range planning processes analyze the longer term resource needs that are best suited for resource development. Peaking resource needs are being analyzed as what are the lowest cost, reliable and stable options to best meet customer needs. These options range from battery technology, demand response program development, simple cycle natural gas peaking to clean synthetic fuels peaking plants. Some of these options are technology maturity and price dependent but system resource planner consistently follows and analyze best available technology, price and maturity.

Through its membership in UAMPS' resource project committee, IFP participates in analyzing and developing numerous power supply facilities with other UAMPS members. The resource committee led to the development, participation and creation of the Horse Butte Wind project. The resource committee is analyzing solar, wind, battery systems, advanced nuclear, geothermal, clean fuel plant conversions and other emerging power generation projects that can meet IFP's resource needs. This access to project-based resource development coupled with long-range resource planning enables Idaho Falls Power to incrementally add the right resources at the proper times to meet its goals of affordable and reliable power supply.

Idaho Fall Power was a participant in a small modular nuclear reactor project, the Carbon Free Power Project, that was being developed by UAMPS; however, that project has been terminated and IFP has fulfilled all of its financial obligations with respect to the termination of the project.

IFP applied for $36.9 million grant from the Grid Resilience and Innovation Partnerships Program (GRIP). As part of this grant IFP will design, engineer, procure, and execute a multi-phased project that will

underground 2.5 miles of existing transmission lines, and construct a new substation to improve service to INL and key areas of IFP's service territory. The project will also include a purpose-built battery energy storage system designed to store renewable power, and provide resilient backup to INL in the event of an outage, while also supporting improved usage and resiliency to key targeted and underserved communities. Finally, the project will provide numerous community benefits to Distribution Automation Controllers located in Idaho Falls.

Idaho Falls Power has a Memorandum of Understanding (MOU) with Open Mountain Energy to develop a geothermal resource on a currently drilled geothermal bed in Southern Idaho. The MOU is a twenty to twenty-five year power purchase agreement where IFP would have no development risk or production risk exposure.

Idaho Falls Power continues to explore adding grid scale battery storage that can also enable our micro-grid to become fully functional by providing the needed voltage and system frequency stability. These systems are becoming more commercially stable, lower cost and operationally less risky. IFP anticipates this will be a focus point for resource addition to help with short duration peak energy needs starting in 2026 after the Project is complete and online.

Idaho Falls Power is also in preliminary discussions with advanced nuclear developers on a power purchase agreement where they would site their first commercial project on a portion of land own by IFP near the Project site. This project would also be fixed price with no development risk to the utility and must be competitive with other non-carbon emitting, dispatchable resources. These advanced reactors are designed to operate at twelve megawatts electric per module.

Idaho Falls Power also independently analyzes resource options and maintains the capability and capacity to invest in new generation resources independent of UAMPS, should that be deemed advantageous like the Peaking Plant currently under construction.

ENERGY SALES AND CUSTOMERS

The following table shows the number of customers, electric sales and electric sales revenues of Idaho Falls Power for the last five years of operations:

CUSTOMERS AND SALES

	Year Ended September 30,				
	2019[1]	2020	2021	2022	2023
NUMBER OF CUSTOMERS					
Residential	24,425	24,803	25,142	26,561	26,930
Commercial	4,236	4,263	4,322	4,550	4,561
Industrial	4	4	5	5	6
High Density Load	3	4	3	4	4
TOTAL CUSTOMERS	28,668	29,074	29,472	31,120	31,501
ELECTRIC SALES (MWH)					
Residential	290,433	301,047	305,629	318,367	334,898
Commercial	333,290	337,379	353,102	353,562	372,457
Industrial	66,997	64,696	75,770	71,060	70,222
High Density Load	1,619	5,583	1,118	10,776	3,827
TOTAL SALES (MWH)	692,339	708,705	735,619	753,766	781,404
ELECTRIC SALES REVENUES					
Residential	$22,768,475	$23,363,376	$23,939,138	$25,495,334	$28,987,667
Commercial	22,611,821	22,652,304	23,511,364	24,664,278	27,693,644
Industrial	3,383,192	3,344,747	3,907,030	3,747,329	3,956,027
High Density Load	85,673	291,687	177,920	674,354	221,747
TOTAL SALES ($)	$48,849,161	$49,652,114	$51,535,452	$54,581,295	$60,859,085

Source: Idaho Falls Power.

1. Adjustments to rate classifications in 2019 resulted in three industrial customers moving to the commercial rate class.

Idaho Falls Power in 2018 created a separate rate class to adequately deal with the risks that high density load customers, predominantly crypto currency miners, could place on their electric system and other electric customer rate classes. The creation of a separate rate class ensures proper rate treatment so there are not cross rate class or customer type subsidies or risk shifts. High density load customers that are larger than 1 MW are covered by the New Large Single Load rate which is essentially a negotiated rate as determined and approved by the City Council. This offers an additional layer of protection for existing customers and traditional rate classes from undue risks. Idaho Falls Power's electric rates are some of the lowest in the United States which without these protections could result in undue upward rate pressure or risks.

Largest Customers. The following table shows the ten largest customers by kWh sales, of Idaho Falls Power for the year ended September 30, 2023.

CUSTOMER	BUSINESS	KWH SALES	% OF REVENUES
Busch Agricultural Resources[1]	Industrial	67,550,249	6.24%
Battelle Energy Alliance[2]	Commercial	52,627,005	5.92
City of Idaho Falls (Water)	Government	14,717,530	1.69
EIRMC Joint Venture	Health Care	8,702,359	0.85
Mountain View Hospital	Health Care	7,339,418	0.79
Intermountain Packing LLC	Commercial	6,284,954	0.65
City of Idaho Falls (Wastewater)	Government	6,267,626	0.73
Idaho Falls Community Hospital	Health Care	5,287,802	0.52
Costco Wholesale Corp	Retail Sales	4,300,787	0.43
Ingredion	Commercial	4,048,652	0.59
	TOTAL	177,126,382	18.41%

Source: Idaho Falls Power.
1. Busch receives electric service at two locations; kWh sales shown are total sales to both locations.
2. Battelle receives electric service at multiple locations; kWh sales shown are total sales to all locations.

IFP's annual uncollectable amounts average under three percent.

RATE STRUCTURE AND RATES

The System operates on an entirely self-supporting basis, and the revenues from the rates shown below and other System revenues pay all costs of the System, including purchased power expenses (which account for approximately 70% of budgeted operating expenses), operation and maintenance costs, debt service expense and capital improvement costs, and also provide funding for the Rate Stabilization Fund discussed below. System rates are reviewed annually by management of IFP and the City Council. IFP conducts annual cost of service studies to ensure that its rates for each customer class reflect accurately its actual cost of serving the customers in each class.

The electric rates presently charged by IFP are among the lowest of any utility in the United States. IFP has established itself as a provider of reliable electric service at low and stable rates. By so doing, it promotes economic development in the City and the public welfare. Its goal in contracting for new power supplies is to maintain and, if possible, improve its position as a leader in providing low-cost and reliable electric service.

The rates and charges for electric service provided by Idaho Falls Power are established and approved by the Mayor and City Council. The rates and charges are not subject to review or approval by any State of Idaho or federal regulatory body or commission.

The following table shows IFP’s current rates and charges by customer class:

	CUSTOMER CLASS			
RATE/CHARGE	Residential	Commercial	Industrial	High-Density Load[1]
Base Energy Charge/kWh	6.9¢	4.2¢	4.2¢	4.4¢
Demand Charge/kW	n/a	$10.00[2]	$7.75	$10.00[1]
Service Charge/month	$22.00	n/a	n/a	n/a

1 High density loads over 1 MW receive a negotiated rate.
2 Subject to a minimum Demand Charge of $26.00.
Source: Idaho Falls Power.

The following table shows the changes in IFP's base energy charges per kWh over the last ten years.

	BASE ENERGY CHARGE/CUSTOMER CLASS		
EFFECTIVE DATE	Residential	Commercial	Industrial
October 1, 2015	5.35¢	3.08¢	2.98¢
October 1, 2016	5.78¢	3.50¢	3.40¢
October 1, 2017	6.25¢	3.90¢	3.90¢
October 1, 2022	6.75¢	4.20¢	4.20¢
October 1, 2023	6.90¢	4.20¢	4.20¢

Effective October 1, 2023, base energy charges for residential customers increased by 2.2% and base energy charges for commercial and industrial customers remained the same. Residential service charges increased from $20.00 to $22.00 and demand charges for industrial customer were increased from $7.50 to $7.75 in 2028. There has not been any rate increase for any rate classes since 2022. All customers began receiving a ($0.002/kWh) Power Cost Adjustment (PCA) credit on their utility bill each year starting in 2017 and ended in 2022. The former rate classes for small and large industrial customers were consolidated into a single Industrial rate category in 2017.

Comparative Electric Bills. The following table shows a comparison of the IFP's monthly electric bills for selected residential (1000 kWh) and commercial (15 kW, 4000 kWh) loads to the bills of other utilities in Idaho. This table is based on publicly-available rate tariffs and schedules.

UTILITY	RESIDENTIAL	COMMERCIAL
IDAHO FALLS POWER	$91.00	$318.00
INVESTOR-OWNED UTILITIES		
Rocky Mountain Power	116.84	501.39
Idaho Power Company	123.50	412.62
COOPERATIVE UTILITY		
Fall River Electric Coop	106.50	378.21

SELECTED FINANCIAL INFORMATION

The following tables provide summary financial information for the Electric Fund for the last five fiscal years ended September 30.

SUMMARY STATEMENT OF NET POSITION

	2019	2020	2021	2022	2023
Assets					
Current assets:					
Cash and cash equivalents	$ 6,348,289	$ 2,469,285	$ 1,029,599	$ 1,190,162	$ 2,160,212
Investments	45,671,115	52,403,867	33,851,962	36,122,866	47,428,163
Receivables (net of uncollectibles)	4,431,037	4,181,362	5,141,286	6,723,322	4,916,324
Due from other funds	-	3,002,943	13,623,330	17,527,978	19,463,846
Bond Receivable	-	-	20,704,017	5,122,888	128,943
Lease Receivables	-	-	-	-	68,418
Inventory	4,274,687	4,470,125	4,452,971	6,575,815	6,578,725
Total current assets	60,725,128	66,527,582	78,803,165	73,263,031	80,744,631
Noncurrent assets	-	-	118,268	-	-
Capital assets:					
Combined Capital Assets	253,445,104	253,907,433	281,313,827	299,236,499	302,380,825
Less: accumulated depreciation	(149,623,386)	(151,998,277)	(158,377,484)	(165,725,352)	(172,628,771)
Total capital assets, net	103,821,718	101,909,156	122,936,343	133,511,147	129,752,054
Total Assets	164,546,846	168,436,738	201,857,776	206,774,178	210,496,685
Deferred outflow of resources	607,970	1,146,615	1,735,239	3,436,185	2,533,743
Total assets and deferred outflows	$165,154,816	$169,583,353	$203,593,015	$210,210,363	$213,030,428
Liabilities					
Current liabilities:					
Accounts payable	$ 4,184,446	$ 2,163,210	$ 4,674,613	$ 4,319,290	$ 3,953,046
Accrued wages and compensated absences	1,127,634	1,057,625	1,220,417	969,340	975,574
Security deposits	-	-	-	62,820	-
Total current liabilities	5,312,080	3,220,835	5,895,030	5,351,450	4,928,620
Noncurrent liabilities:					
Compensated absences	510,647	507,192	659,943	635,908	600,173
Net pension liability	2,286,159	4,451,877	-	6,292,990	6,170,684
Loan payable	-	-	20,594,873	19,565,548	18,491,223
Total noncurrent liabilities	2,796,806	4,959,069	21,254,816	26,494,446	25,262,080
Total liabilities	8,108,886	8,179,904	27,149,846	31,845,896	30,190,700
Deferred inflow of resources	1,092,109	246,305	3,974,651	162,385	158,189
Net Position:					
Net investment in capital assets	103,821,718	101,909,156	122,936,343	113,945,599	110,495,730
Restricted	-	-	-	-	2,738,051
Unrestricted	52,132,103	59,247,988	49,532,175	64,256,483	69,447,758
Total Net Position	155,953,821	161,157,144	172,468,518	178,202,082	182,681,539
Total Liabilities, Deferred Inflows and Net Position	$165,154,816	$169,583,353	$203,593,015	$210,210,363	$213,030,428

Source: Summarized from the City's Comprehensive Annual Financial Reports for the fiscal years shown.

SUMMARY STATEMENT OF REVENUES, EXPENSES AND CHANGES IN NET POSITION

	Fiscal Years ended September 30,				
	2019	2020	2021	2022	2023
Operating revenues	$ 56,679,992	$ 57,411,155	$ 57,882,152	$ 71,018,877	$ 75,379,689
Operating expenses					
Operations and maintenance	42,228,914	39,558,028	41,382,419	54,375,641	64,958,468
Depreciation	6,873,947	6,384,587	6,548,071	7,347,868	7,981,016
Total operating expenses	49,102,861	45,942,615	47,930,490	61,723,509	72,939,484
Operating income	7,577,131	11,468,540	9,951,662	9,295,368	2,440,205
Nonoperating revenues	2,499,683	1,092,599	207,356	(1,642,824)	1,860,996
Net income before contributions and transfers	10,076,814	12,561,139	10,159,018	7,652,544	4,301,201
Capital contributions	1,659,433	3,039,512	4,618,346	1,615,799	-
Transfers in (out)	(3,686,943)	(5,085,575)	(3,465,990)	(3,534,779)	178,256
Change in net position	8,049,304	10,515,076	11,311,374	5,733,564	4,479,457
Net position, beginning of year	147,904,517	150,642,068	161,157,144	172,468,518	178,202,082
Adjustment	(5,311,753)	-	-	-	-
Net position, end of year	$150,642,068	$161,157,144	$172,468,518	$178,202,082	$182,681,539

Source: Summarized from the City's Comprehensive Annual Financial Reports for the fiscal years shown.

ENERGY EFFICIENCY PROGRAMS

For over 40 years, IFP has been sponsoring efficiency programs for its customers, resulting in annual energy savings of more than 1,000,000 kWh (1,000 MWh). Currently, IFP is collaborating with several commercial customers to join a BPA-sponsored program offering rebates for modern energy-efficient lighting. Recently, IFP has identified new energy efficiency programs under investigation, which have the potential to boost annual energy savings to 5,000,000 kWh. To further these efforts, Idaho Falls Power analyzed the cost per kWh during peak hours and found it cost-effective to increase incentives for savings during these times. This has enabled IFP to enhance incentives for installing energy-efficient products such as ductless heat pumps, air source heat pumps, windows, insulation, and heat pump water heaters. Non-residential lighting projects have also increased, from 61 projects in 2023 to 83 projects in just eight months of 2024. IFP is on track to save approximately 3,000,000 kWh this year.

IFP plans to continue implementing cost-effective efficiency programs to reduce the need for supplemental power supply resources as System loads increase. Conservation and efficiency programs benefit IFP by lowering the System's overall energy requirements and record peak demand, which was observed in 1996 and continues to increase year after year due to temperatures and load growth. Annually, IFP allocates over 2% of customer revenue to energy efficiency measures, rebates, and programs. The utility is a regional leader in energy efficiency, with staff holding leadership roles on regional technical advisory boards that develop and analyze future Pacific Northwest regional efficiency programs. This ramp-up in initiatives has significantly increased energy savings, reducing the amount of power IFP needs to purchase and reinforcing IFP's commitment to energy efficiency and sustainability.

FUTURE CAPITAL EXPENDITURES

The following table shows IFP's projected capital improvement expenditures on the System and is based on the fiscal 2024 capital expenditure budget and the later years based on IFP's 2024-2034 Capital Improvement Plan:

	Capital Improvement Plan / Capital Budget				
CATEGORY	2024	2025	2026	2027	2028
Distribution	$ 6,650,000	$ 5,570,000	$ 4,885,000	$ 4,075,000	$ 6,725,000
Transmission	550,000	410,000	2,300,000	5,150,000	7,450,000
Generation	--	30,952,500	3,970,000	876,000	315,000
Gem State	262,000	--	--	--	--
Bulb Turbines	7,287,500	--	--	--	--
Fiber Optic Network	5,000,000	3,000,000	1,700,000	1,700,000	1,300,000
Customer accounts	450,000	200,000	540,000	480,000	500,000
Admin & General	90,000	1,040,000	--	--	--
Energy Services	--	700,000	2,000,000	1,000,000	200,000
Operations Technology	1,005,000	210,000	50,000	590,000	--
Subtotal	21,294,500	42,082,500	15,445,000	13,871,000	16,490,000
Less Cash Contributions	7,000,000	31,000,000	9,500,000	1,500,000	300,000
TOTAL (NET)	$14,294,500	$11,082,500	$ 5,945,00	$12,371,000	$16,190,000

The total net capital expenditures shown above are expected to be funded with accumulated amounts on deposit in the Capital Improvement Fund (current balance of approximately $10.5 million) and available System revenues. The City does not expect to issue bonds or incur additional obligations to finance the projected capital expenditures of IFP.

RATE STABILIZATION FUND

Recognizing the challenges that Idaho Falls Power would be facing as a result of changes in the electric industry, in December 1997 the City Council created a Rate Stabilization Fund within the City's electric enterprise fund. The Council found that the creation and operation of the Rate Stabilization Fund would better enable IFP to continue to provide safe, reliable and low-cost electric service to the consumers served by the System. The Rate Stabilization Fund is governed by policy which states how monies flow between this dedicated fund and the rates to bring stability to customer rates that may arise from annual volatility in hydro generation amounts and wholesale energy price risks.

Excess revenues generated due to favorable market and/or hydrological conditions that produce additional surplus generation that can be monetized in the markets are accounted for in the Rate Stabilization Fund. The Fund's target balance is $25 million, which was and is determined to be adequate for the size and risk

profile of the energy portfolio, based upon current practices and market exposure. [Approximately 75% of fund balances in excess of the $25 million target at the end of the fiscal year are returned to the customers through a rate credit in the Power Cost Adjustment rate on customers' bills the following year. 25% is then moved into IFP's Capital Improvement Fund for system improvements. In any year in which power supply costs are higher than projected (for example, due to poor hydro conditions or unfavorable market conditions) and there is not additional power supply revenue to offset increased costs, amounts will be drawn from the Rate Stabilization Fund to cover current expenses. This "shock absorber" mechanism provides for stable rates while still allowing IFP to most effectively monetize the benefits of the hydro system. This separate fund also protects the other funds, like operating and capital funds from being at risk. Since the inception of the Power Cost Adjustment rate provision in 2018, there has been a credit to IFP's customers three of the past five years totaling $4,195,268. In 2022 the Rate Stabilization Fund target amount was increased and funded to $25 million from the previous $20 million completely on surplus power sales revenue in addition to expected revenue set in rates.

In the event that that fund is drawn below $21 million due to extremely poor net wholesale power supply expenses, the Power Cost Adjustment Rate, per policy, would be a charge to customers on their bills to replenish the stabilization fund balances back to target.] The Rate Stabilization Fund was funded initially with existing reserves in the City's electric enterprise fund and reserves released upon bond retirements.

CERTAIN RISKS RELATED TO IDAHO FALLS POWER

FACTORS AFFECTING THE ELECTRIC UTILITY INDUSTRY

The electric utility industry in general has been, or in the future may be, affected by a number of factors which could impact the financial condition and competitiveness of many electric utilities and the level of utilization of generating and transmission facilities. Such factors include, among others:

- effects of compliance with changing environmental, safety, licensing, regulatory and legislative requirements,
- unforeseen costs or operational impacts of hydro relicensing of the Gem State an Bulb Turbine Projects;
- changes resulting from conservation and demand-side management programs on the timing and use of electric energy,
- changes resulting from any national energy policy,
- effects of competition from other electric utilities (including increased competition resulting from mergers, acquisitions, and "strategic alliances" of competing electric and natural gas utilities and from competitors transmitting less expensive electricity from much greater distances over an interconnected system) and new methods of, and new facilities for, producing low-cost electricity,

- Federal laws and regulations and congressional inaction, including the repeal of certain federal statutes that would have the effect of increasing the competitiveness of many investor owned utilities,
- increased competition from independent power producers and marketers, brokers and federal power marketing agencies,
- issues integrating solar and wind generation,
- the physical security of electric generation, transmission and distribution infrastructure and the security of system control and information systems against cyber-attacks and other security breaches,
- "self-generation" or "distributed generation" (such as microturbines and fuel cells) by industrial and commercial customers and others,
- increased operating and maintenance costs,
- changes from projected future load requirements,
- increases in costs and uncertain availability of capital,
- shifts in the availability and relative costs of different fuels and energy sources,
- increases in the price of energy purchased on the open market that may occur in times of high peak demand in an area of the country experiencing such high peak demand, such as has occurred in California and the Pacific Northwest,
- inadequate risk management procedures and practices with respect to, among other things, the purchase and sale of energy and transmission capacity,
- other legislative changes, voter initiatives, referenda and statewide propositions,
- effects of the changes in the economy,
- effects of possible manipulation of the electric markets,
- natural disasters or other physical calamities, including, but not limited to, earthquakes, tsunamis, mudslides, wind storms, floods and droughts,
- man-made physical and operational disasters, including, but not limited to, terrorism, cyber-attacks and collateral damage from untargeted computer viruses,
- operational issues relating to dams along the Columbia and Snake Rivers,
- changes to the climate, and

- epidemics and pandemics such as COVID-19.

Any of these factors (as well as other factors) could have an adverse effect on the financial condition of any given electric utility, including Idaho Falls Power, and likely will affect individual utilities in different ways.

Idaho Falls Power is unable to predict what impact such factors will have on its business operations and financial condition. This Official Statement includes a brief descriptions of certain of these factors. These descriptions do not purport to be comprehensive or definitive, and these matters are subject to change subsequent to the date hereof.

CYBER SECURITY

Idaho Falls Power uses computer systems and information technology to conduct its operations. IFP is subject to cyber threats, including but not limited to hacking, viruses, malware, ransomware and other attacks on computers and other sensitive digital networks and systems. IFP employs a cybersecurity program that consists of policies, procedures, and technical controls, including firewalls, anti-virus software, anti-spam/malware software, intrusion protection and domain name system filtering software. IFP also contracts with third party vendors to monitor and augment internal monitoring of its computer systems.

Although Idaho Falls Power has a variety of security measures and safeguards in place as described above, no assurances can be given that any existing or additional safety and security measures will prove adequate in the event that cyberattacks, military conflicts or terrorist activities, including cyber terrorism, are directed against IFP's systems technology or the assets of the System. Cyberattacks are becoming more sophisticated and certain cyber incidents, such as surveillance, may remain undetected for an extended period. United States government agencies have in the past issued warnings indicating that critical infrastructure sectors such as the electric grid may be specific targets of cybersecurity threats. Attacks directed at critical electric sector operations could damage generation, transmission or distribution assets that are essential to IFP's ability to serve its electric customers, cause operational malfunctions and outages affecting the System, and result in costly recovery and remediation efforts. The costs of security measures or of remedying damage from security breaches could be greater than presently anticipated.

CLIMATE CHANGE

There is scientific consensus that increasing concentrations of greenhouse gases have caused and will continue to cause a rise in temperatures around the world. The change in the earth's average atmospheric temperature, generally referred to as "climate change," is, among other things, expected to result in a wide range of changes in climate patterns, including changes in annual and seasonal temperature and precipitation patterns, increases in the frequency and severity of extreme weather events and more frequent incidences of wildfires and floods.

Legislation and Regulation. Federal, regional, state, and international initiatives have been proposed or adopted to address global climate change by controlling or monitoring greenhouse gas emissions, by encouraging renewable energy development, and by implementing other measures. Idaho Falls Power cannot predict whether or when new laws and regulations or proposed initiatives would take effect in a manner that would affect IFP, and, if so, how they would impact IFP's operations and finances.

The US Environmental Protection Agency (EPA) recently issued a final carbon emissions rule for existing coal-fired and new gas-fired power plants. Among other things, the rule requires coal-fired plants that intend to operate past 2039 and all new baseload gas-fired plants (that operate at 40% of the maximum annual capacity or more) to control 90% of carbon emissions based on carbon capture and sequestration. With respect to the existing coal-fired plants, states are required to submit plans to the EPA within two years under which the state describes how it will implement the standards, with some flexibility based on local circumstances. Many states and industry groups have filed suit to block implementation of the new rule.

Effects on IFP. Idaho Falls Power believes that direct effects of initiatives to reduce carbon emissions on IFP will be limited because the majority of its owned and purchased power supply resources, particularly power purchased from Bonneville under the Block and Slice Agreement, are not carbon-emitting resources. While there may be initiatives for the early retirement of generating resources with high carbon emissions, particularly coal-fired generation, it is unlikely that the power supply resources utilized by IFP will be subject to early retirement as a result of climate change policy. The Peaking Plant project has relatively low risk of being impacted by policies due to operating less than 20% of the year and being a resource that is ready to convert to clean fuels when that supply chain matures. The generating units purchased are hydrogen ready out of the box without any need of upgrades for a 25% blend. Further increases can be accomplished with additional upgrades. The plant is also deploying best available technology for emissions controls and reductions, even though Idaho and our region within Idaho does not require this level of emissions reduction. Idaho Falls Power believes this type of resource enables the reliable and affordable energy transition to further carbon reduction resource deployment.

The physical effects of climate change could have various impacts on Idaho Falls Power. The amount of power available to IFP from BPA is dependent on the generation capability of the Federal System, which relies on precipitation and snowpack in the Columbia River Basin. The impacts of climate change on regional precipitation could affect the amount, timing, and availability of hydroelectric generation from the Federal System, as well as the operations of the Federal System. Many areas in the western United States have experienced severe to extreme drought conditions in recent years, and drought conditions have been a cause or contributing factors in large and devastating wildfires in the region. Wildfires have damaged, destroyed or affected the operations of various transmission facilities that are essential for the stable operations of the regional power grid. In addition, climate change could affect load patterns on IFP's System if, for example, space- heating and -cooling demands change and if heat waves become more frequent and severe.

Idaho Falls Power cannot predict the timing, extent, or severity of climate change or its effect on IFP's operations and finances, and there can be no assurances such effects will not be material and adverse.

WILDLAND FIRE RISKS

Fire protection for IFP's generation, transmission and distribution facilities is provided by the Idaho Falls Fire Department (*"IFFD"*), which has the largest full-time all-hazards and EMS departments in southeast Idaho. IFFD firefighters respond to calls within the City and Bonneville County Fire Protection District #1, and serve a population of approximately 117,000 residents and 290 square miles. IFFD has four fire stations in the City, as well as an additional fire station just outside City limits. The Insurance Services Office (ISO), which issues fire insurance ratings on a 1 to 10 scale (with 1 being the best possible rating) that indicate how well-protected a community is by its fire department, has assigned IFFD a rating of "2." Less than 2.5% of the more than 48,000 fire departments nationwide have an ISO fire insurance rating of 2.

The service territory of Idaho Falls Power is primarily within the municipal city limits and is surrounded by farmland which largely eliminates wildfire risk to IFP's facilities. IFFD provides wildland firefighting teams that respond to numerous wildfires across the western United States, and is available to fight any wildland fires that may threaten IFP's facilities.

IFP has developed a Fire Mitigation Plan (FMP or Plan) for the purposes of identifying potential risks to the IFP's power system, identifying strategic operational objectives for reducing fire risk, and providing for the safety of our employees and citizens. A well-maintained and regularly inspected electric system not only ensures power reliability but also serves to deliver power at a higher level of safety and minimizes the risk of wildfire.

This FMP is to document the appropriate awareness and actions for IFP regarding the mitigation of and response to wildfire as related to our municipal electric utility. This is with full understanding that PacifiCorp (PAC), our transmission provider and surrounding distribution utility, also has a fire mitigation plan. Based on PAC's much larger footprint, IFP will be impacted by PAC's actions and very often follow PAC's lead in taking preventive measures. Due to IFP's relationship with PAC, Idaho Falls Fire Department and Bonneville County IFP will provide assistance and/or coordination with these and related organizations.

The IFP Plan's principal objectives are to reduce—to the extent possible—the inherent risk of IFP infrastructure components contributing to fire ignition and to minimize impacts to IFP's power system from potential fire events. The formal documentation of policies, practices and protocols actively employed for the purpose of reducing fire risk exposure and fire incident response is a central objective of the Plan. IFP will periodically modify and update its Plan as areas of improvement in processes and efficiencies are identified and as relevant technological advancements become available.

Draft
8/1/24

When Recorded Please Return to:

Ryan D. Bjerke, Esq.
Chapman and Cutler LLP
215 South State Street, Suite 560
Salt Lake City, Utah 84111

GROUND LEASE

Dated as of September 1, 2024

Between

CITY OF IDAHO FALLS, IDAHO
D/B/A IDAHO FALLS POWER

Ground Lessor

and

IDAHO ENERGY RESOURCES AUTHORITY

Ground Lessee

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(This Table of Contents is not a part of this Ground Lease,
but is only for convenience of reference.)

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EXHIBIT A - Description of the Project Site

GROUND LEASE

THIS GROUND LEASE, dated as of September 1, 2024 (the *"Ground Lease"*), by and between the City of Idaho Falls, Idaho (the *"Ground Lessor"*), a municipal corporation and a public body of the State of Idaho (the *"State"*), whose mailing address is 308 Constitution Way, Idaho Falls, Idaho 83402, and the Idaho Energy Resources Authority (the *"Ground Lessee"*), an independent public body politic and corporate and a public instrumentality of the State, whose mailing address is 877 W. Main Street, Suite 200, Boise, Idaho 83701.

W I T N E S S E T H:

WHEREAS, the Ground Lessor is the owner of certain land located in Bonneville County, Idaho, as more particularly described on *Exhibit A* attached hereto and made a part hereof by this reference (the *"Project Site"*);

WHEREAS, the Ground Lessor is of the opinion that the Project Site should be developed by the acquisition and construction on the Project Site of a new peaking plant to provide for the generation of electric power and energy to best serve its customers, such peaking plant to consist of the acquisition of approximately 136 acres of real property, the construction thereon of buildings and structures with bays and expansion bays for mixed fuels and other generating units, battery and other electric storage facilities, electric transformers and interconnections, fuel interconnection and handling facilities, and related facilities and improvements (the *"Project"*);

WHEREAS, the Ground Lessor desires to enter into this Ground Lease to lease the Project Site to the Ground Lessee which will, simultaneously with the execution hereof, execute that certain Power Supply Agreement, dated as of September 1, 2024 (the *"Power Supply Agreement"*), by which the Ground Lessee will sell all of the Project Capacity (as defined in the Power Supply Agreement) to the Ground Lessor;

WHEREAS, the Ground Lessor desires the Ground Lessee to finance the Project, among other things, by the issuance of the Ground Lessee's Power Supply Revenue Bonds (Idaho Falls Power Project), Series 2024 (the *"Series 2024 Bonds"*) under the Idaho Energy Resources Authority Act, Title 67, Chapter 89 of the Idaho Code (the *"Act"*), and that certain Indenture of Trust, dated as of September 1, 2024 (the *"Indenture"*), between the Ground Lessee and Zions Bancorporation, National Association, as trustee (the *"Trustee"*); and

WHEREAS, the Ground Lessor and the Ground Lessee are respectively empowered to enter into this Ground Lease pursuant to applicable law, including particularly the Act and Section 50-301 of the Idaho Code;

NOW, THEREFORE, in consideration of the rental payment and the performance of the mutual promises and agreements herein contained, the parties hereto agree as follows:

Section 1. Definitions. All capitalized terms used herein and not otherwise defined herein or in the preambles hereto shall have the same meaning when used herein as such terms have when used in the Power Supply Agreement or the Indenture, as applicable.

Section 2. Demised Premises. (a) The Ground Lessor hereby leases to the Ground Lessee the Project Site, subject only to Permitted Encumbrances (defined below).

"Permitted Encumbrances" shall mean, as of any particular time, (a) liens for taxes, assessments and other governmental charges not then delinquent; (b) this Ground Lease and any financing statements naming the Ground Lessor or the Ground Lessee as debtor and naming the Ground Lessee or the Trustee as secured party now or hereafter filed to perfect a lien and security interest in the Project; (c) utility, access and other easements and rights-of-way, mineral rights, restrictions and exceptions that will not materially interfere with or impair the operations being conducted in or on the Project Site (or, if no operations are being conducted therein or thereon, the operations for which the Project Site was designed or last modified); (d) any mechanic's, laborer's, materialmen's, supplier's or vendor's lien or right in respect thereof if payment is not yet due and payable under the contract in question; (e) such minor defects, irregularities, encumbrances, easements, rights-of-way and clouds on title as normally exist with respect to properties similar in character to the Project Site; and (f) any liens or encumbrances being contested by the Ground Lessor.

(b) The Ground Lessor and the Ground Lessee may make, from time to time, without the consent of the Trustee or the owners of the Series 2024 Bonds such modifications, alterations, amendments or additions to, or deletions from, the Project Site as the Ground Lessor and the Ground Lessee mutually agree to be necessary and desirable to facilitate the use and development by the Ground Lessor, its successors, permitted sublessees and assigns, of the Project Site; *provided, however,* that the portion of the Project Site remaining subject to this Ground Lease after any such modification, alteration, amendment to, or deletion from, the Project Site shall (i) be capable of being operated as a separate and independent functional unit without additional cost to the occupant, (ii) be a single legal parcel of land or a combination of contiguous legal parcels, (iii) have adequate access to and from public streets and easements for the maintenance of all utilities and (iv) not be in violation of any law, rule, regulation, ordinance, covenant or restriction relating thereto. Upon such modification, alteration, amendment or addition to or deletion from the Project Site, the Ground Lessor and the Ground Lessee shall execute and cause to be recorded an amendment to this Ground Lease reflecting the release of such portion of the Project Site from the terms hereof.

(c) The Ground Lessor may at any time or times grant easements, licenses, rights-of-way (including the dedication of public highways) and other rights or privileges in the nature of easements with respect to the Project Site, or the Ground Lessor may release existing easements, licenses, rights-of-way and other rights or privileges with or without consideration, and the Ground Lessee agrees that it shall execute and deliver any such instrument necessary or appropriate to confirm and grant or release any such easement, license, right-of-way or other right or privilege upon receipt of: (i) a copy of the instrument of grant or release; (ii) a written application signed by an Authorized Representative requesting such instrument; and (iii) a certificate executed by an Authorized Representative stating that such grant or release (A) is not detrimental to the proper conduct of the operations of the Ground Lessor and (B) will not impair the effective use or interfere with the operation of the Project.

Section 3. Ownership; Possession. The Ground Lessor represents, warrants and covenants that it has marketable fee title to the Project Site described in *Exhibit A* attached hereto and incorporated herein by this reference, subject only to Permitted Encumbrances. The Ground Lessor shall forthwith upon execution hereof deliver to the Ground Lessee possession of the Project Site, and the Ground Lessee hereby agrees to accept such possession upon execution hereof.

Section 4. Term. This Ground Lease shall commence as of the date hereof and expire on the first to occur of any of the following events: (a) September 16, 20__, upon payment of all Capacity Payments under the Power Supply Agreement; or (b) when the lien of the Indenture shall have been discharged with respect to the Bonds in accordance with the terms thereof.

Section 5. Rent. The Ground Lessee shall pay to the Ground Lessor an advance rent of $1.00 as full consideration for this Ground Lease over the term hereof.

Section 6. Purpose. The Ground Lessee shall use the Project Site solely for the purpose of acquiring and constructing the Project and selling the Project Capacity therefrom to the Ground Lessor pursuant to the Power Supply Agreement and for such purposes as may be incidental thereto.

Section 7. No Assignments and Subleases. The Ground Lessee shall not assign or sublet the Project Site.

Section 8. Right of Entry. The Ground Lessor and its designated representatives shall have the right to enter upon the Project Site during reasonable business hours (and in emergencies at all times) (a) to inspect the same and (b) for any purpose connected with the Ground Lessor's rights or obligations under this Ground Lease.

Section 9. Expiration. The Ground Lessee agrees, upon the expiration or termination of this Ground Lease, to quit and surrender the Project Site in good order and condition, reasonable wear and tear excepted, *provided* that the Project existing upon the Project Site at the time of the termination or expiration of this Ground Lease shall remain thereon and title thereto shall vest in the Ground Lessor free and clear of any interest of the Ground Lessee. Prior to such termination or expiration, title to the Project shall remain in the Ground Lessee.

Section 10. Quiet Enjoyment. Subject to Section 2 hereof, the Ground Lessee at all times during the term of this Ground Lease shall peaceably and quietly have, hold and enjoy the Project Site.

Section 11. Amendments, Changes and Modifications. This Ground Lease may be amended only by a written amendment signed by the parties hereto.

Section 12. Taxes. The Ground Lessor covenants and agrees to pay any and all taxes and assessments levied or assessed upon the Project Site.

Section 13. Eminent Domain. If the whole or any part of the Project Site shall be taken under the power of eminent domain, the Ground Lessor hereby agrees, to the extent permitted by law, that the compensation to be paid in any condemnation proceedings brought by or on behalf of the Ground Lessor with respect to the Project Site shall be in an amount not less than the total principal of, and premium (if any) and interest on, the Bonds then outstanding under the Indenture and other amounts payable under the Power Supply Agreement and the following provisions shall apply:

(a) In the event of a partial taking of the Project Site, the Ground Lessee shall have the option to terminate this Ground Lease by written notice to the Ground Lessor delivered within thirty (30) days after the date of such taking. If the Ground Lessee shall not elect to terminate this Ground Lease as herein provided, this Ground Lease shall remain in full force and effect with respect to that portion of the Project Site not so taken.

(b) All awards and payments on account of any taking (including all amounts thereof in respect to any portion of the Project Site) shall be paid to the Ground Lessee to be distributed in the following order of priority:

(i) To the Ground Lessee, (A) the value of the Project located on the Project Site, but in no event less than the principal amount of the Bonds then outstanding under the Indenture, plus (B) any amount assessed for the Ground Lessee in the action or proceeding for condemnation with respect to removal or relocation costs or damages to any personal property or detriment to the operations of the Ground Lessee or any special damages to the Ground Lessee. Nothing contained in this Subsection shall be deemed to limit the right of the Ground Lessee to damages accruing from the date said damages are assessed in any condemnation proceeding or action.

(ii) To the Ground Lessor, the entire award except the portion allotted to the Ground Lessee above.

Section 14. Default by Ground Lessee. (a) The occurrence of the following shall constitute a material default and breach of this Ground Lease by the Ground Lessee: any failure by the Ground Lessee to observe and perform any provision of this Ground Lease to be observed or performed by the Ground Lessee, where such failure continues for thirty (30) days after the earlier of actual knowledge of such failure or written notice thereof by the Ground Lessor; *provided however,* that if the nature of such default is such that the same cannot reasonably be cured within such 30-day period, the Ground Lessee shall not be deemed to be in default if the Ground Lessee shall within such period commence such cure and thereafter diligently prosecute the same to completion.

(b) In the event any such default by the Ground Lessee shall have happened and be continuing, the Ground Lessor shall have the right, at its option without any further demand or notice, to take whatever action as law or in equity may appear necessary or desirable to enforce its rights under this Ground Lease.

Section 15. Notices. All notices, statements, demands, requests, consents, approvals, authorizations, offers, agreements, appointments or designations hereunder by either party to the other shall be in writing and shall be sufficiently given and served upon the other party, if sent by United States registered mail, return receipt requested, postage prepaid and addressed as follows:

If to the Ground Lessor, to:

City of Idaho Falls
Attention: City Clerk
308 Constitution Way
Idaho Falls, ID 83402

If to the Ground Lessee, to:

Idaho Energy Resources Authority
Attention: Executive Director
877 W. Main St., Suite 200
Boise, ID 83701

Section 16. Partial Invalidity. If any one or more of the terms, provisions, promises, covenants or conditions of this Ground Lease, or the application thereof to any person or circumstance, shall to any extent be adjudged invalid, unenforceable, void or voidable for any reason whatsoever by a court of competent jurisdiction each and all of the remaining terms, provisions, promises, covenants and conditions of this Ground Lease, and the application thereof to other persons or circumstances, shall not be affected thereby, and shall be valid and enforceable to the fullest extent permitted by law.

Section 17. No Third-Party Beneficiaries. This Ground Lease shall not be deemed to create any right in any person who is not a party (other than the permitted successors and assigns of a party hereto) and shall not be construed in any respect to be a contract in whole or in part for the benefit of any third party (other than the permitted successors and assigns of a party hereto.

Section 18. No Leasehold Mortgage. The Ground Lessee may not mortgage its interest under this Ground Lease.

Section 19. No Merger. Neither this Ground Lease nor the Power Supply Agreement nor any provisions hereof or thereof shall be construed to effect a merger of the title of the Ground Lessor to the Project Site under this Ground Lease and the Ground Lessor's interests therein under the Power Supply Agreement.

(*Signature page follows.*)

IN WITNESS WHEREOF, the parties hereto have caused this Ground Lease to be executed and attested by their proper officers thereunto duly authorized, and their official seals to be hereunto affixed, as of the day and year first above written.

GROUND LESSOR:

CITY OF IDAHO FALLS, IDAHO

By _____
Mayor

[SEAL]

ATTEST AND COUNTERSIGN:

By_____
City Recorder

GROUND LESSEE:

IDAHO ENERGY RESOURCES AUTHORITY

By _____
Chairman

ATTEST:

_____
Secretary-Treasurer

ACKNOWLEDGMENTS

STATE OF IDAHO)
: ss.
COUNTY OF BONNEVILLE)

On the _____ day of _____, 2024, Rebecca L. Noah Casper and _____ personally appeared before me and did affirm that they are the Mayor and City Recorder of the Ground Lessor, respectively, the governmental body described in, and which executed, the foregoing instrument, and that such instrument was signed on behalf of such officers by authority of a duly adopted resolution of the Ground Lessor.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on the day and year in this certificate first above written.

_____
NOTARY PUBLIC
Residing at: _____

STATE OF IDAHO)
: SS.
COUNTY OF ADA)

On the _____ day of _____, 2024, Michael P. Elliott and Mike Mooney personally appeared before me and did affirm that they are the Chairman and Secretary-Treasurer, respectively, of the Ground Lessee, the governmental body described in, and which executed, the foregoing instrument, and that such instrument was signed on behalf of such officers by authority of a duly adopted resolution of the Ground Lessor.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on the day and year in this certificate first above written.

_____
NOTARY PUBLIC
Residing at: _____

EXHIBIT A

DESCRIPTION OF THE PROJECT SITE

The tract of land constituting the Project Site is located in Bonneville County, Idaho, and is more particularly described as follows:

[Lot 2, Block 1, Idaho Falls Power Industrial Park]

POWER SUPPLY AGREEMENT

by and between

IDAHO ENERGY RESOURCES AUTHORITY

and

CITY OF IDAHO FALLS, IDAHO
D/B/A IDAHO FALLS POWER

Dated as of September 1, 2024

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POWER SUPPLY AGREEMENT

This Power Supply Agreement is made and entered into as of September 1, 2024 (this *"Agreement"*), by and between the Idaho Energy Resources Authority, an independent public body politic and corporate and a public instrumentality of the State (the *"Authority"*), and the City of Idaho Falls, Idaho, a municipal corporation and a public body of the State (the *"City"*).

RECITALS*

WHEREAS, the Authority is authorized to acquire, own, construct, install and operate facilities that are necessary, used or useful in connection with the generation of electric power and energy, to sell the capacity and services provided by such facilities to a Participating Utility and to enter into contracts and agreements in connection therewith, all pursuant to the Act;

WHEREAS, the City owns and operates the System, provides electric utility services to customers located within its established service area, including as such service area is established under the Electric Supplier Stabilization Act, is a Participating Utility within the meaning of the Act and is authorized pursuant to law to construct, operate and contract for the capacity and service of facilities that provide generation of electric power and energy and related services;

WHEREAS, the City desires to cause the acquisition and construction of a new peaking plant to provide for the generation of electric power and energy to best serve its customers, such peaking plant to consist of, among other things (a) a 12,000 square foot pre-engineered metal building that will also include associated maintenance, office, and meeting spaces; (b) seven Caterpillar generators with a nameplate generation capacity of 17.5 megawatts that will be fueled by natural gas, with the capability to run on a 25% hydrogen blend, and (c) a 7,000 sq ft storage building near the generation facility, which will also offer outside storage space for the City (collectively, the *"Peaking Plant"*);

WHEREAS, the City currently owns the land on which the Peaking Plant is to be located (the *"Project Site"*) and will lease the Project Site to the Authority pursuant to a Ground Lease, dated as of September 1, 2024, between the City, as ground lessor, and the Authority, as ground lessee;

WHEREAS, the City will transfer to the Authority all of its right, title and interest in the Peaking Plant and certain other facilities and improvements (all such facilities being referred to collectively herein as the *"Project,"* as more particularly described in Exhibit A), and the Authority will sell all of the Project Capacity to the City as provided herein;

WHEREAS, the facilities comprising the Project are not presently part of the System as they either have not been placed in service or are not now owned by the City and, accordingly, are not subject to the transfer restrictions imposed by Section 50-326, Idaho Code, as amended;

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* Capitalized terms used but not defined in the Recitals have the meanings assigned such terms in Section 1.1.

WHEREAS, Article VIII, Section 3D of the Idaho Constitution provides that any city owning a municipal electric system may incur indebtedness or liability under agreements to purchase, share, exchange or transmit wholesale electricity for the use and benefit of customers located within its electric service area established by law, notwithstanding the limitations and requirements of Article VIII, Section 3 of the Idaho Constitution, provided that any such indebtedness or liability shall be payable solely from the rates, charges or revenues derived from the municipal electric system and shall not be secured by the full faith and credit or the taxing power of the city, the State or any political subdivision;

WHEREAS, the City has found and determined that the Project will enhance and improve the generation capability, reliability and services of the System for the use and benefit of customers located within its electric service area established by law, and the Capacity Payments and other amounts payable by the City under this Agreement are payable solely from the rates, charges or revenues derived from the City's municipal electric system and are not secured by the full faith and credit or the taxing power of the City, the State or any political subdivision;

WHEREAS, the execution, delivery and performance of this Agreement by the Authority and the City has been duly authorized and approved by all necessary action of their respective governing bodies; and

NOW, THEREFORE, in consideration of the premises and the respective representations, covenants and agreements hereinafter contained, the parties hereto do mutually promise, covenant and agree as follows:

ARTICLE I

DEFINITIONS AND REPRESENTATIONS

Section 1.1. Definitions. In addition to the terms defined in the preamble and recitals, the following terms shall have the following meanings in this Agreement:

"Act" means the Idaho Energy Resources Authority Act, Title 67, Chapter 89, Idaho Code, as amended.

"Additional Bonds" means one or more series of additional bonds issued, executed, authenticated and delivered under the Indenture.

"Agreement" means this Power Supply Agreement dated, as of _____ 1, 2024, between the Authority and the City, and shall include any and all amendments and supplements hereto hereafter made in conformity herewith and with the Indenture.

"Authority Indemnified Parties" means, collectively, the Authority and its elected or appointed officials, employees, or agents.

"Authorized Representative" means, (i) in the case of the Authority, the Chairman or Secretary of the Board of Directors or the Executive Director thereof, or any elected or appointed

officials, employees, contractors or other agents of the Authority authorized to perform specific acts or to discharge specific duties and (ii) in the case of the City, the Mayor, the General Manager of Idaho Falls and the those officers or employees authorized to act pursuant to letters of authority issued from time to time by the Mayor and delivered to the Authority.

"Bond Counsel" means Chapman and Cutler LLP or any other nationally-recognized bond counsel selected by the Authority and approved by the City.

"Bond Fund" means the Bond Fund established by Section 5.01 of the Indenture which shall constitute the special trust fund established pursuant to Section 67-8915 of the Act for payment of principal and interest on the Bonds or any other fees and expenses that are due and payable under the Indenture and any other costs related thereto.

"Bonds" means the Series 2024 Bonds and any Additional Bonds, authenticated and delivered pursuant to the Indenture.

"Business Day" means a day (a) other than a day on which banks located in The City of New York, New York or the cities in which the principal offices of the Trustee, the City or the Authority are located are required or authorized by law or executive order to close and (b) on which the New York Stock Exchange is not closed.

"Capacity Payment" means the amounts payable by the City for the purchase of the Project Capacity pursuant to this Agreement as set forth on Schedule I.

"Code" means the Internal Revenue Code of 1986, as amended, and the U.S. Treasury Regulations thereunder.

"Comparable Value" means the generation facilities proposed to be substituted for a portion of the Project have, in aggregate, a value, as estimated by the City, that is not less than 80 percent of the value, as estimated by the City, of any portion of the Project for which the substitution is proposed. In making the determination of Comparable Value, the City may use original Cost of Construction, replacement Cost of Construction, depreciated book value, or fair market value.

"Cost of Construction" means all costs described in Section 67-8915(1) of the Act, including all costs related to acquiring, installing and/or constructing the Project or any portion thereof to completion, operation and/or energization, which costs shall include but shall not be limited to (i) all costs of environmental review, engineering and architectural services with respect to the Project or any portion thereof, including the cost of design, test borings, surveys, estimates, plans and specifications and for supervising construction, as well as for the performance of all other duties required by or consequent upon the proper installation and/or construction of, and the making of alterations, renovations, additions and improvements in connection with, the completion, operation and/or energization of the Project or any portion thereof; (ii) all costs paid or incurred for labor, materials, services, supplies, machinery, equipment and other expenses and to construction managers, contractors, suppliers, builders and materialmen in connection with the acquisition, installation and/or construction of the Project or any portion thereof; and (iii) all costs

which are required to be paid, under the terms of any contract or contracts, for the acquisition or construction of the Project or any portion thereof.

"Event of Default" under the Indenture has the meaning specified in Section 8.01 of the Indenture and *"Event of Default"* under this Agreement has the meaning specified in Section 5.1.

"Funds" means the Funds established and created pursuant to and held by the Trustee under the Indenture.

"Impositions" shall have the meaning assigned to such term in Section 3.5.

"Indenture" means the Indenture of Trust, dated as of _____ 1, 2024, by and between the Authority and the Trustee, as from time to time amended or supplemented by Supplemental Indentures in accordance with its terms.

"Legal Requirements" shall have the meaning assigned to such term in Section 3.6.

"Lien" shall have the meaning assigned to such term in Section 3.8.

"Loss Event" shall have the meaning assigned to such term in Section 3.7.

"Operating Expenses" means all actual operation and maintenance expenses of the System incurred by the City for maintaining and operating the System, calculated in accordance with generally accepted accounting principles used by the City consistently applied, including: (a) costs of purchased or generated power and energy, including the Capacity Payments and other amounts payable by the City under this Agreement; (b) costs of fuel, water, and other commodities; (c) costs of transmission and interconnection services; (d) expenses of maintenance, repair, billing and collection, and other expenses incurred to maintain and preserve the System in good repair and working order; and (e) the administrative costs of the City relating to the System, including salaries and wages of employees, payments to employees retirement and benefit systems, overhead, taxes (if any), fees of auditors, accountants, attorneys, engineers, or other consultants, insurance premiums and all other reasonable and necessary costs of the City or charges required to be paid by it relating to the System; *provided that* Operating Expense do not include: (i) depreciation, replacement and obsolescence charges or reserves therefor, (ii) amortization of intangibles or other bookkeeping entries of a similar nature, (iii) costs of capital additions, replacements, betterments, extensions or improvements to the System that under generally accepted accounting principles are chargeable to a capital account or to a reserve for depreciation, (iv) payments in lieu of taxes and transfers to the general fund of the City, and (v) charges for the payment of any bonds or other debt obligations payable from the Revenues of the System.

"Opinion of Counsel" means a written opinion of counsel who may (except as otherwise expressly provided in this Agreement or Indenture) be counsel for the City or the Authority and who shall be acceptable to the Trustee.

"Outstanding," when used with reference to a Bond or Bonds, as of any particular date, means all Bonds which have been issued, executed, authenticated and delivered under the Indenture, except:

(a) Bonds cancelled by the Trustee because of payment or redemption prior to maturity or surrendered to the Trustee under the Indenture for cancellation;

(b) any Bond (or portion of a Bond) paid or deemed paid in accordance with Sections 10.01 and 10.02 of the Indenture;

(c) Bonds in exchange for or in lieu of which other Bonds shall have been authenticated and delivered under Article 3 of the Indenture, *provided, however,* that in determining whether the holders of the requisite principal amount of Bonds Outstanding have given any request, demand, authorization, direction, notice, consent or waiver hereunder, Bonds owned by the City shall be disregarded and deemed not to be Outstanding, except that, in determining whether the Trustee shall be protected in relying upon any such request, demand, authorization, direction, notice, consent or waiver, only Bonds which the Trustee knows to be so owned shall be so disregarded; and

(d) Bonds paid or deemed paid pursuant to Section 10.02 of the Indenture.

"Participating Utility" has the meaning assigned to such term in the Act.

"Permitted Encumbrances" means, as of any particular time,

(a) this Agreement, the Indenture, and the pledge and assignment of the Authority's interest in the Project to the City pursuant to Section 67-8909(4) of the Act to secure its obligation to convey title in the Project to the City or its designee once there are no Bonds Outstanding;

(b) liens for real estate taxes, assessments, levies and other governmental charges, the payment of which is not in default;

(c) utility, access and other easements and rights-of-way, restrictions and exceptions that an Authorized Representative of the City certifies to the Authority and the Trustee will not interfere with or impair the City's use of the Project as provided in this Agreement;

(d) such minor defects, irregularities, encumbrances, easements, rights-of-way (including agreements with any railroad the purpose of which is to service a railroad siding) and clouds on title as normally exist with respect to property similar in character to the Project and as do not, either singly or in the aggregate, materially impair the value or use of the property affected thereby for the purpose for which it was acquired and held by the Authority under this Agreement;

(e) any mechanics', workmen's, repairmen's, materialmen's, contractors', warehousemen's, carriers', suppliers' or vendors' lien or right in respect thereof if payment is not yet due and payable, all if and to the extent permitted by Section 3.8 of this Agreement; and

(f) any mortgage, lien, security interest or other encumbrance which exists in favor of the Trustee or to which the Trustee shall consent.

"Person" means any individual, corporation, partnership, joint venture, association, joint stock company, trust, unincorporated organization or government, any agency or political subdivision thereof or any other entity.

"Project" means the Project described in Exhibit A to this Agreement.

"Project Capacity" means all of the generation capacity, services and benefits of the Project.

"Project Contracts" means all contracts relating to the acquisition and construction of the Project, including _____.

"Project Information" has the meaning assigned to such term in Section 7.12.

"Project Fund" means the Project Fund established by Section 5.01 of the Indenture which shall constitute the special trust fund established pursuant to Section 67-8915 of the Act for payment of the Cost of Construction.

"Qualified Investments" means, at the time of purchase, to the extent permitted by applicable Idaho law, the following:

(a) Bonds, notes and other obligations of the United States or any agency or instrumentality thereof and other securities secured by such bonds, notes or other obligations;

(b) Money market funds which are insured or the assets of which are limited to obligations of the United States or any agency or instrumentality thereof;

(c) Time certificates of deposit and savings accounts;

(d) Commercial paper which, at the time of its purchase, is rated in the highest category by a nationally recognized rating service; and

(e) Property or securities in which the State treasurer may invest funds in the State treasury pursuant to Section 67- 1210, Idaho Code.

"Redemption Price" means, with respect to any Bond or a portion thereof, the principal amount thereof to be redeemed in whole or in part, plus the applicable premium, if any, payable upon redemption thereof pursuant to such Bond or the Indenture.

"Reserved Rights" means, collectively,

(a) the right of the Authority in its own behalf to receive all Opinions of Counsel, reports, financial statements, certificates, insurance policies, binders or certificates, or other notices or communications required to be delivered to the Authority under this Agreement;

(b) the right of the Authority to grant or withhold any consents or approvals required of the Authority under this Agreement;

(c) the right of the Authority in its own behalf (or on behalf of the appropriate taxing authorities) to enforce, receive amounts payable under, or otherwise exercise its rights under Sections 2.3(b), 3.5 and 4.10; and

(d) the right of the Authority in its own behalf to declare an Event of Default under Section 5.1 with respect to any of the Authority's Reserved Rights.

"Revenues" means all income, revenues and moneys received, receivable or otherwise derived by the City from the ownership or operation of the System determined in accordance with generally accepted accounting principles consistently applied, including (a) all amounts received from the rates, fees and charges imposed for the capacity, energy and services provided by the System to retail consumers, and (b) all amounts received from the sale, remarketing or other disposition at wholesale of capacity, energy or other services; *provided that* the following items are not Revenues: (i) connection fees and other specific charges collected for the purpose of paying or reimbursing the cost of specific facilities; (ii) customers' deposits or any other deposits subject to refund until such deposits have become the property of the City; (iii) grants which are restricted by the grantor for a specific purpose and are not available for general purposes of the System; and (iv) the net proceeds of eminent domain proceedings and casualty insurance maintained by the City with respect to the System to the extent such proceeds are not promptly applied to the repair or replacement of the System.

"Series" means all of the Bonds designated as being of the same Series authenticated and delivered on original issuance in a simultaneous transaction, and any Bonds thereafter authenticated and delivered in lieu thereof or in substitution therefor pursuant to the Indenture.

"Series 2024 Bonds" means the Authority's $_____ Power Supply Revenue Bonds (Idaho Falls Power Project), Series 2024 issued, executed, authenticated and delivered under the Indenture.

"State" means the State of Idaho.

"Supplemental Indenture" means any indenture supplemental to or amendatory of the Indenture, executed and delivered by the Authority and the Trustee in accordance with Article 11 of the Indenture.

"System" means the complete municipal electric utility system of the City known and doing business as "Idaho Falls Power" (formerly known as the "Electric Light Division") including, but not limited to, all facilities, works, properties and structures for the generation, transmission and distribution of electricity, including: (a) all contractual rights to electric capacity, energy and ancillary and related services; (b) transmission capacity and service; (c) all real property, including easements, rights-of-way necessary or convenient in connection with the System; (d) all licenses permits and approvals necessary for the operation of the System; and (e) all additions, betterments, extensions and improvements to the System hereafter acquired or constructed.

"Tax Certificate" means the Tax Exemption Certificate and Agreement of the Authority and the City with respect to the Series 2024 Bonds.

"Trust Estate" means all property, interests, revenues, funds, contracts, rights and other security granted to the Trustee pursuant to the granting clauses of the Indenture.

"Trustee" means Zions Bancorporation, National Association, in its capacity as trustee, bond registrar and paying agent under the Indenture, and its successors in such capacity and their assigns hereafter appointed in the manner provided in the Indenture.

Section 1.2. Construction. In this Agreement, unless the context otherwise requires:

(a) The terms "hereby", "hereof", "hereto", "herein", "hereunder" and any similar terms, as used in this Agreement, refer to this Agreement, and the term "hereafter" means after, and the term "heretofore" means before, the date of the execution and delivery of this Agreement.

(b) Words of the masculine gender mean and include correlative words of the feminine and neuter genders and words importing the singular number means and include the plural number and vice versa.

(c) Words importing persons include firms, associations, partnerships (including limited partnerships), trusts, corporations and other legal entities, including public bodies, as well as natural persons.

(d) Any headings preceding the texts of the several Articles and Sections of this Agreement, and any table of contents appended to copies hereof, shall be solely for convenience of reference and shall not constitute a part of this Agreement, nor shall they affect its meaning, construction or effect.

(e) All accounting terms not otherwise defined herein shall have the meanings in accordance with generally accepted accounting principles in the United States of America in effect from time to time as applicable to the City.

(f) References herein to Articles, Sections, Exhibits and Schedules refer to the Articles, Sections, Exhibits and Schedules of this Agreement unless the context clearly requires otherwise. References herein to an Article number (e.g., Article 4) or a Section number (*e.g.,* Section 6.2) shall be construed to be a reference to the designated Article number or Section number hereof unless the context or use clearly indicates another or different meaning or intent.

(g) The use herein of the word "include" or "including," when following any general statement, term or matter, shall not be construed to limit such statement, term or matter to the specific items or matters set forth immediately following such word or to similar items or matters, whether or not non-limiting language (such as "without limitation" or "but not limited to" or words of similar import) is used with reference thereto, but rather shall be deemed to refer to all other items or matters that fall within the broadest scope of such general statement, term or matter.

Section 1.3. Representations and Warranties by the Authority. The Authority makes the following representations and warranties:

(a) The Authority is duly organized and existing under the laws of the State, and it is authorized and empowered to enter into the transactions contemplated by this Agreement and to carry out its obligations hereunder.

(b) This Agreement constitutes the legal, valid and binding obligation of the Authority enforceable against the Authority in accordance with its terms, except to the extent that the enforceability of this agreement may be limited by bankruptcy, moratorium or insolvency or other laws affecting creditors' rights generally and subject to general rules of equity (regardless of whether such enforceability is considered in an action at law or a proceeding in equity).

(c) There is no action, suit or proceeding before or pending or, to the best knowledge of the Authority, threatened against the Authority, by or before any court, public board, public body, administrative agency or arbitration board wherein an unfavorable decision, ruling or finding would adversely affect the transactions contemplated hereby or by the Indenture, or which, in any way, would adversely affect the validity of the Bonds, the Indenture or this Agreement, or any agreement or instrument to which the Authority is a party and that is used or contemplated for use in consummation of the transactions contemplated hereby.

(d) The execution, delivery and performance of this Agreement and the consummation of the transactions herein contemplated have been duly authorized by all requisite action on the part of the Authority and will not violate or conflict with any provision of State law or any order of any court or agency of government or any indenture, agreement or other instrument to which the Authority is a party or by which it or any of its property is subject to or bound, or be in conflict with or result in a breach of or constitute (with due notice and/or lapse of time) a default under any such indenture, agreement or other instrument or result in the imposition of any Lien, of any nature whatsoever other than Permitted Encumbrances.

(e) All consents, approvals or authorizations, if any, of any governmental authority required on the part of the Authority in connection with the execution and delivery of this Agreement have been duly obtained.

(f) The Authority is authorized and empowered by law to (i) acquire, construct, equip, install, energize and operate the Project, (ii) appoint the City as its agent to acquire, construct, equip, install, energize and operate the Project, (iii) sell the Project Capacity to the City pursuant to this Agreement, (iv) finance the Project through the issuance of the Bonds pursuant to the Indenture, and (v) take all actions necessary or convenient in connection with the foregoing.

(g) No Authority default under this Agreement has occurred and is continuing.

Section 1.4. Representations and Warranties by the City. The City makes the following representations and warranties:

(a) The City is duly organized and existing under the laws of the State, and it is authorized and empowered to enter into the transactions contemplated by this Agreement and to carry out its obligations hereunder.

(b) This Agreement constitutes the legal, valid and binding obligation of the City enforceable against the City in accordance with its terms, except to the extent that the enforceability of this Agreement is qualified by (i) limitations imposed by bankruptcy laws of the United States or insolvency, reorganization, arrangement, moratorium or other laws relating to or affecting the enforcement of creditors' rights generally, (ii) general principles of equity, regardless of whether such enforceability is considered in a proceeding in equity or at law and (iii) the exercise of judicial discretion in appropriate cases.

(c) There is no action, suit or proceeding pending or to the knowledge of the City threatened against the City by or before any court, public board, public body, administrative agency or arbitration board that would materially adversely affect the ability of the City to perform its obligations under this Agreement and all authorizations, consents and approvals of governmental bodies or agencies required to be obtained by the City as of the date hereof in connection with the execution and delivery of this Agreement or in connection with the performance of the obligations of the City hereunder have been obtained.

(d) The execution, delivery and performance of this Agreement and the consummation of the transactions herein contemplated have been duly authorized by all requisite action on the part of the City and will not violate or conflict with any provision of law or any order of any court or agency of government or any indenture, agreement or other instrument to which the City is a party or by which it or any of its property is subject to or bound, or be in conflict with or result in a breach of or constitute (with due notice and/or lapse of time) a default under any such indenture, agreement or other instrument or result in the imposition of any Lien of any nature whatsoever other than Permitted Encumbrances.

(e) All consents, approvals or authorizations, if any, of any governmental authority required on the part of the City in connection with the execution and delivery of this Agreement have been duly obtained.

(f) The City is authorized and empowered by law to (i) own and operate the System, (ii) acquire, construct, equip, install, energize and operate the Project as the agent of the Authority,

(iii) purchase the Project Capacity from the Authority pursuant to this Agreement, (iv) pay the Capacity Payments and the other amounts payable by the City under this Agreement, provided that the Capacity Payments and such other amounts shall be payable solely from the Revenues of the System as provided herein, and (v) take all actions necessary or convenient in connection with the foregoing.

(g) No Event of Default, and no event that with the giving of notice or the passage of time, or both, would constitute an Event of Default, has occurred and is continuing.

ARTICLE II

PURCHASE AND SALE OF PROJECT CAPACITY; FINANCING OF THE PROJECT

Section 2.1. Purchase and Sale of Project Capacity. (a) The Authority has or will have all legal rights of title and ownership of the Project. The Authority hereby sells to the City and the City hereby purchases from the Authority, the Project Capacity, for and during the term herein provided and upon and subject to the terms and conditions herein set forth. The Authority hereby delivers to the City and the City hereby accepts sole and exclusive possession of the Project.

(b) The City shall assure that, during the term of this Agreement, the rights to and interests in the land on which or above which the Project is located shall be sufficient, if applicable, for the design, installation, construction, testing and energization of the Project and for the operation and continued allowed existence of the Project after construction.

(c) The Authority covenants and agrees not to sell, convey, transfer, lease, mortgage or encumber the Project or any portion thereof except as specifically permitted under this Agreement.

Section 2.2. Contract Term. The term of this Agreement shall commence as of _____ 1, 2024 and shall expire on _____, 20__, or such earlier date as this Agreement may be terminated as provided in Section 6.2.

Section 2.3. Payment Provisions, Pledge of Agreement. (a) The City covenants to make Capacity Payments in the amounts and at the times set forth on Schedule I attached hereto. The Authority agrees that such Capacity Payments shall be paid by the City directly to the Trustee for deposit in the Bond Fund.

(b) The City shall pay, as additional amounts payable hereunder, all Impositions, as defined in and in accordance with the provisions of Section 3.5 hereof. If the City fails to pay any Imposition except as permitted by Section 3.5, the Authority may make such payment and the City shall reimburse the Authority therefor in accordance with Section 2.3(c).

(c) In the event the City should fail to make or cause to be made any of the payments required under the foregoing provisions of this Section, the amount not so paid shall continue as an obligation of the City until the amount not so paid shall have been fully paid with interest on such overdue amount until the date of payment at [5.00]% per annum.

(d) The City shall have the option to prepay its Capacity Payment obligations and to exercise its option to purchase the Project at the times and in the manner provided in Article VI hereof.

(e) Pursuant to the Indenture the Authority will pledge and assign to the Trustee as security for the Bonds all of the Authority's right, title and interest in this Agreement (except for the Authority's Reserved Rights), including the Capacity Payments payable hereunder, and in furtherance of said pledge the Authority will unconditionally assign such Capacity Payments to the Trustee for deposit in the Bond Fund in accordance with the Indenture. The City hereby consents to the above-described lien and security interest, and pledge and assignment of this Agreement.

(f) The City covenants and agrees that the Trustee shall have the power, authority, rights and protections provided in the Indenture. The City further covenants, at its expense, to use its best efforts to cause there to be obtained for the benefit of the Authority any documents or opinions required of the Authority under the Indenture.

(h) The parties agree that (i) any amounts remaining in the Bond Fund upon expiration or earlier termination of the Contract Term after payment in full of the Bonds (or provision for payment thereof having been made in accordance with the provisions of the Indenture) and any expenses in accordance with the Indenture shall belong to and be paid to the City by the Trustee as overpayment of Capacity Payments and (ii) any amounts payable to the Authority pursuant to Section 10.01 or 10.02 of the Indenture shall belong to and be paid to the City by the Trustee as overpayment of Capacity Payments. The Authority agrees that any amounts that it elects to transfer to and/or deposit into the Bond Fund shall be credited by the Authority against the next Capacity Payments of the City due under Section 2.3(a).

Section 2.4. Special and Limited Obligation of the City. (a) The obligation of the City to pay the Capacity Payments and all other payments provided for in this Agreement and to operate and maintain the Project in accordance with Section 3.2 shall in each case be (i) a special and limited obligation of the City, payable solely from the Revenues as an Operating Expense of the System, and (ii) subject to the preceding clause, absolute and unconditional, irrespective of any defense or any rights of set-off, recoupment or counterclaim or deduction and without any rights of suspension, deferment, diminution or reduction it might otherwise have against the Authority, the Trustee or the holder of any Bond, and the obligation of the City shall arise whether or not the Project is operating or operable or its use is curtailed, suspended or terminated.

(b) THE CITY'S OBLIGATIONS HEREUNDER SHALL BE PAYABLE SOLELY FROM THE REVENUES OF THE SYSTEM AS AN ITEM OF OPERATING EXPENSES AND A COST OF POWER SUPPLY AND SERVICE NECESSARY AND USEFUL IN THE OPERATION OF THE SYSTEM, AND SUCH OBLIGATIONS ARE NOT, NOR SHALL THEY BE CONSTRUED TO BE, GENERAL OBLIGATIONS OF THE CITY OR THE STATE OR ANY POLITICAL SUBDIVISION THEREOF, NOR ARE SUCH OBLIGATIONS INTENDED TO BE, OR ARE THEY SECURED BY, THE FULL FAITH AND CREDIT OR THE TAXING POWER OF THE CITY OR THE STATE OR ANY POLITICAL SUBDIVISION THEREOF. THIS AGREEMENT SHALL NOT CONSTITUTE AN INDEBTEDNESS, GENERAL OBLIGATION OR A CHARGE AGAINST THE GENERAL CREDIT OR TAXING POWER OF THE STATE, THE CITY OR ANY POLITICAL SUBDIVISION OF THE STATE WITHIN THE

MEANING OF ANY CONSTITUTIONAL OR STATUTORY LIMITATION. THIS AGREEMENT IS NOT AND SHALL NOT BE CONSTRUED TO BE A LENDING OR A DONATION OF THE CREDIT OF THE CITY FOR ANY PURPOSE WHATSOEVER.

Section 2.5. Financing of and Title to the Project. (a) The Authority agrees to issue the Bonds pursuant to the Indenture to finance the Cost of the Construction of the Project. Subject to Section 6.3 hereof, in consideration of the Authority's financing of the Project, the City and the Authority hereby agree that title to the Project and any and all components thereof shall vest with the Authority whether acquired directly by the Authority or acquired by the City acting as agent of the Authority pursuant to Section 3.1 hereof. To the extent any portion of the Project has been acquired by the City prior to the execution and delivery of this Agreement, this Agreement, together with the City's initial requisition of proceeds of the Series 2024 Bonds pursuant to Section 5.02(f) of the Indenture, shall constitute a bill of sale and the transfer of title to such portion to the Authority.

(b) THE BONDS, TOGETHER WITH THE INTEREST THEREON, ARE SPECIAL LIMITED OBLIGATIONS OF THE AUTHORITY PAYABLE SOLELY FROM THE TRUST ESTATE PLEDGED UNDER THE INDENTURE; AND THE BONDS SHALL NOT CONSTITUTE A DEBT OR PLEDGE OF THE FULL FAITH AND CREDIT OR TAXING POWER OF THE STATE, THE CITY OR ANY POLITICAL SUBDIVISION OF THE STATE OR A LOAN OF THE CREDIT OF ANY OF THE FOREGOING WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY LIMITATION AND SHALL NEVER CONSTITUTE OR GIVE RISE TO A PECUNIARY LIABILITY OF THE AUTHORITY, THE STATE, THE CITY OR ANY POLITICAL SUBDIVISION OF THE STATE. NO OWNER OF ANY BONDS SHALL HAVE THE RIGHT TO COMPEL ANY EXERCISE OF TAXING POWER OF THE STATE, THE CITY OR ANY POLITICAL SUBDIVISION OF THE STATE TO PAY THE BONDS OR THE INTEREST THEREON.

ARTICLE III

CONSTRUCTION, OPERATION AND MAINTENANCE OF THE PROJECT; IMPOSITIONS AND LEGAL REQUIREMENTS

Section 3.1. Construction of the Project. (a) The Authority hereby appoints the City as its agent in connection with the acquisition and construction of the Project and, so long as no Event of Default has occurred hereunder, authorizes the City to take all actions, make all decisions, give all directions and control all matters under the Project Contracts. The City is hereby authorized to submit requisitions on the Project Fund in accordance with Section 5.02(f) of the Indenture to pay or reimburse the Cost of Construction of the Project.

(b) The City, as the agent of the Authority, agrees to cause the acquisition and construction of the Project to be completed as soon as is reasonably practicable and in accordance with the terms of the Project Contracts, the Indenture, this Agreement and all applicable requirements of governmental authorities and law.

(c) The City may change the description and specifications of the Project, and may add facilities, equipment and other capital items to the description of the Project, so long as such change or addition does not substantially alter the nature of the Project by providing a copy of an amended

Exhibit A to the Authority and the Trustee, *provided that* (i) prior to making any such change or addition, the City shall consult with Bond Counsel to ensure that such change or addition does not adversely affect the continued exemption from federal income taxation of interest on the Series 2024 Bonds, and (ii) any amendment of the description and specifications of the Project shall not entitle the City to any abatement or reduction in the Capacity Payments and other amounts payable by the City under this Agreement.

Section 3.2. Operation of the Project. (a) The Authority hereby appoints the City as its agent in connection with the operation, maintenance, repair and replacement of the Project and, so long as no Event of Default has occurred hereunder, authorizes the City to take all actions, make all decisions, give all directions and control all matters under the Joint Ownership and Operating Agreement. The Authority shall have no control over, and no obligation with respect to, the Project, including the operation, maintenance, repair, replacement or use of the Project.

(b) The City will pay all costs of operating the Project and will make all decisions regarding the operation or use of the Project. The City may, in its discretion, transfer operational control to another entity; *provided* that the City shall remain liable hereunder.

(c) The City will hold, in its own name, all easements, rights of way, and any other interests in land under the Project and the Authority shall have no rights therein.

Section 3.3. Maintenance, Insurance, Alterations and Improvement. (a) During the term of this Agreement, the City will pay all costs of maintaining the Project and will maintain the Project in the same manner in which the City maintains similar facilities that it owns. The City may install any replacements, or perform renewals and repairs to the Project that it deems necessary or desirable (whether ordinary or extraordinary, structural or nonstructural, foreseen or unforeseen). The Authority shall be under no obligation to replace, service, test, adjust, erect, maintain or effect replacements or perform renewals or repairs of the Project, to effect the replacement of any inadequate, obsolete, worn-out or unsuitable parts of the Project, or to furnish any services for the Project and the City hereby agrees to assume full responsibility therefor.

(b) The City will procure and maintain insurance on the Project consistent with the insurance it maintains on and with respect to the System pursuant to Section 4.6.

(c) The City may make such alterations of or additions to the Project or any portion thereof from time to time as it in its discretion may determine to be desirable for its uses and purposes, and such alterations or additions shall constitute a part of the Project. The City may install or permit to be installed, machinery, equipment and other personal property and fixtures on the Project and may replace Project components with other property.

(d) Except as otherwise provided in Section 3.8, unless the Authority shall consent thereto in writing, the City shall not create, permit or suffer to exist any Lien against the Project or any portion thereof, or the interest of the City in the Project or this Agreement except for Permitted Encumbrances.

Section 3.4. Removal of Obsolete Portions of the Project; Sale of Portions of a Project. (a) The City may remove from the Project and sell, assign or otherwise dispose of any portion of the Project which is obsolete, worn-out or no longer usable for the purpose for which such portion had originally been acquired (including from a Loss Event), *provided* that this Agreement shall remain valid, binding and enforceable following such removal. The City shall not be required to deposit in the Bond Fund or otherwise pay to the Authority any amounts received by the City from such sale, assignment or disposition. Upon removal by the City of a portion of the Project which is obsolete, worn-out or no longer usable for the purpose for which such portion had originally been acquired, the City may notify the Authority that such property no longer constitutes part of the Project and effective upon such notice the definition of the Project will be deemed to be so amended.

(b) The City may remove from the Project and sell, assign or otherwise dispose of any portion of the Project which is not obsolete, worn-out or no longer usable for the purpose for which such portion had originally been acquired (including from a Loss Event), *provided,* that, this Agreement shall remain valid, binding and enforceable following such removal and, *provided further*, that, the City shall deposit in the Bond Fund any funds received by it from the sale or other disposition of such removed property for use first as prepayment of Capacity Payments thereafter coming due and second, if no such Capacity Payments are to come due, as directed in the Indenture.

(c) The removal from the Project of any property under this Section shall not entitle the City to any abatement or reduction in the Capacity Payments and other amounts payable by the City under this Agreement. This Section shall not affect or impose any condition or limitation on the City's right to sublease the Project or portion thereof, or to assign, partially assign or otherwise transfer this Agreement under Section 7.3. The rights provided to the City under this Section are in addition to the option of the City to purchase the Project or portions thereof under Section 6.1.

Section 3.5. Taxes, Assessments and Governmental Charges. The City shall pay when the same shall become due all taxes and assessments, general and specific, if any, levied and assessed upon or against the Project, this Agreement, any estate or interest of the Authority or the City in the Project or transfer of such estate or interest, or the Capacity Payments hereunder during the term of this Agreement, and all assessments and other governmental charges and impositions whatsoever, foreseen or unforeseen, ordinary or extraordinary, under any present or future law, and charges for public or private utilities or other charges incurred in the occupancy, use, operation, maintenance or upkeep of the Project, all of which are herein called *"Impositions."* The Capacity Payments set forth on Schedule I do not include an element intended to cover the cost of Impositions that may be levied and assessed upon or against the Project. Any such Impositions shall be the City's obligation and paid as additional amounts payable in accordance with Section 2.3(b). The Authority shall promptly forward to the City any notice, bill or other statement received by the Authority concerning any Imposition. The City may pay any Imposition in installments if so payable by law, whether or not interest accrues on the unpaid balance. The City may contest in good faith the validity, existence or applicability of any Imposition. Notwithstanding anything herein to the contrary, the City may withhold payment of such Imposition during such contest so long as the failure to pay such Imposition does not adversely affect the validity and enforceability of this Agreement or the other obligations of the City hereunder. At the request of the City, the Authority shall pay an Imposition, but only to the extent

that the City provides funds to the Authority to make such payment. Any refund of an Imposition shall belong to the City and the Authority shall promptly pay over any refund of an Imposition received by it to the City.

Section 3.6. Compliance with Law. The City agrees that it will, throughout the term of this Agreement and at its sole cost and expense, operate and maintain the Project in compliance, in all material respects, with all federal, state and local statutes, codes, laws, acts, ordinances, orders, judgments, decrees, rules, regulations and authorizations, whether foreseen or unforeseen, ordinary or extraordinary, which shall now or at any time hereafter be binding upon or applicable to the Project or the City's operation and maintenance of the Project or any portion thereof (including without limitation those relating to zoning, land use, environmental protection, air, water and land pollution, toxic wastes, hazardous wastes, solid wastes, wetlands, health, safety, equal opportunity, minimum wages, and employment practices) (the *"Legal Requirements"*), and will observe and comply with all conditions, requirements, and schedules necessary to preserve and extend all rights, licenses, permits (including, without limitation, zoning variances, special exception and non-conforming uses), privileges, franchises and concessions in connection with the operation and maintenance of the Project or any portion thereof. The City may in good faith contest the validity or applicability of any Legal Requirement. Notwithstanding anything herein to the contrary, the City may withhold compliance with such Legal Requirement during such contest so long as such noncompliance does not adversely affect the validity and enforceability of this Agreement or the other obligations of the City hereunder.

Section 3.7. Damage, Destruction and Condemnation. (a) In the event that at any time during the term of this Agreement the whole or portion of the Project shall be damaged or destroyed, or taken or condemned by a competent authority for any public use or purpose, or by agreement between the Authority and those authorized to exercise such right, or if the temporary use of the Project or any portion thereof shall be so taken by condemnation or agreement (a *"Loss Event"*):

(i) the Authority shall have no obligation to rebuild, replace, repair or restore the Project,

(ii) there shall be no abatement, postponement or reduction in the Capacity Payments or other amounts payable by the City under this Agreement, and

(iii) the City will promptly give written notice to the Authority and the Trustee of any Loss Event of greater than $5,000,000 or any Loss Event that will permanently result in a loss of use of the Project, which notice shall generally describe the nature and extent of such Loss Event.

(b) The City shall not be obligated to rebuild, replace, repair or restore the Project or any portion thereof or purchase the Project or any portion thereof following a Loss Event so long as this Agreement shall remain valid, binding and enforceable on the City following such Loss Event. If the City elects to rebuild, replace, repair or restore the Project or any portion thereof following a Loss Event, it shall do so with funds other than funds provided or otherwise derived under this Agreement.

(c) Any proceeds of insurance or condemnation awards or recoveries of claims against contractors (or an amount equal to such proceeds, awards or recoveries) received by the Authority or the City shall be, as directed by the City, deposited into the Project Fund or the Bond Fund for use to pay or reimburse the costs of rebuilding, replacing, repairing or restoring the related portions of the Project, for the prepayment of Capacity Payments thereafter coming due, or as may otherwise be permitted in the Indenture; *provided, however*, that, if the foregoing proceeds (or amounts equal thereto) are received by the City in respect of facilities that were a part of the Project when the damage or the basis for the claim originally arose but which facilities were subsequently removed from the definition of the Project, any proceeds (or amounts equal to such proceeds) received by the City shall be retained by the City as its own funds.

Section 3.8. Discharge of Liens. (a) Except as permitted by Sections 3.2, 3.3 and 7.3, the City shall not sell, assign, encumber (other than Permitted Encumbrances), convey or otherwise dispose of its interest in the Project or any portion thereof during the term of this Agreement, without the prior written consent of the Authority and the Trustee, and any purported disposition without such consent shall be void; if any lien, encumbrance or charge is filed or asserted, or any judgment, decree, order, levy or process of any court or governmental body is entered, made or issued or any claim (such liens, encumbrances, charges, judgments, decrees, orders, levies, processes and claims being herein collectively called *"Liens"*), whether or not valid, is made against the Project or any portion thereof or the interest therein of the Authority, the City or the Trustee or against any of the Capacity Payments or other amounts payable under this Agreement or the interest of the City under this Agreement other than Liens for Impositions not yet payable, or payable without the addition of any fine, penalty, interest or cost for non-payment, Permitted Encumbrances, or Liens being contested as permitted by Section 3.8(b), the City forthwith upon receipt of notice of the filing, assertion, entry or issuance of such Lien (regardless of the source of such notice) shall give written notice thereof to the Authority and the Trustee and take all action (including the payment of money and/or the securing of a bond) at its own cost and expense (unless such Liens resulted solely from the willful misconduct or intentional misrepresentation of the Authority or the Trustee) as may be necessary or appropriate to obtain the discharge in full thereof and to remove or nullify the basis therefor. Nothing contained in this Agreement shall be construed as constituting the express or implied consent to or permission of the Authority for the performance of any labor or services or the furnishing of any materials that would give rise to any Lien against the Authority's interest in the Project.

(b) So long as no Event of Default has occurred and is continuing hereunder, the City may at its sole expense contest by appropriate action conducted in good faith and with due diligence, the amount or validity or application, in whole or in part, of any Lien.

(c) Notwithstanding the preceding paragraphs, the City shall not be required to discharge Liens against the interest of the City in the Project as long as this Agreement will remain valid, binding and enforceable. Nothing herein shall be construed as limiting the right of the City to sell the generation capability or beneficial use of the Project, to use or sell electric power or energy or capacity derived from the Project, to permit operational control of the Project by another entity in accordance with Section 3.2(b), or to make the Project available for use by third parties (provided that if such use is pursuant to an assignment, partial assignment, transfer or sublease, the provisions of Section 7.3 must be complied with).

Section 3.9. Authority; Covenant of Quiet Enjoyment. The Authority covenants and agrees that it has full right and lawful authority to enter into this Agreement for the full term hereof. So long as the City shall pay the Capacity Payments and all other sums payable by it under this Agreement and shall duly observe all the covenants, stipulations and agreements herein contained obligatory upon it and no Event of Default hereunder shall have occurred and be continuing, the City shall have, hold and enjoy, during the term hereof, peaceful, quiet and undisputed possession of the Project, and the Authority (at the sole cost and expense of the City) shall from time to time take all necessary action to that end, subject to Permitted Encumbrances.

Section 3.10. Right to Cure Authority Defaults. The Authority hereby grants the City full authority for the account of the Authority to perform any covenant or obligation the nonperformance of which is alleged to constitute a default by the Authority in any notice received by the City, in the name and stead of the Authority, with full power of substitution. The Authority agrees to reimburse the City for all costs and expenses incurred by the City in performing any such covenant or obligation from its available funds.

Section 3.11. No Warranty of Condition or Suitability. NEITHER THE TRUSTEE NOR THE AUTHORITY HAS MADE NOR MAKES ANY REPRESENTATION OR WARRANTY WHATSOEVER, EITHER EXPRESS OR IMPLIED, WITH RESPECT TO THE MERCHANTABILITY, CONDITION, FITNESS, DESIGN, OPERATION OR WORKMANSHIP OF ANY PORTION OF THE PROJECT, ITS FITNESS FOR ANY PARTICULAR PURPOSE, THE QUALITY OR CAPACITY OF THE MATERIALS IN THE PROJECT, OR THE SUITABILITY OF THE PROJECT FOR THE PURPOSES OR NEEDS OF THE CITY OR THE EXTENT TO WHICH PROCEEDS DERIVED FROM THE SALE OF THE BONDS WILL BE SUFFICIENT TO PAY THE COST OF THE PROJECT. THE CITY IS SATISFIED THAT THE PROJECT IS SUITABLE AND FIT FOR ITS PURPOSES. NEITHER THE TRUSTEE NOR THE AUTHORITY SHALL BE LIABLE IN ANY MANNER WHATSOEVER TO THE CITY OR ANY OTHER PERSON FOR ANY LOSS, DAMAGE OR EXPENSE OF ANY KIND OR NATURE CAUSED, DIRECTLY OR INDIRECTLY, BY THE PROPERTY OF THE PROJECT OR THE USE OR MAINTENANCE THEREOF OR THE FAILURE OF OPERATION THEREOF, OR THE REPAIR, SERVICE OR ADJUSTMENT THEREOF, OR BY ANY DELAY OR FAILURE TO PROVIDE ANY SUCH MAINTENANCE, REPAIRS, SERVICE OR ADJUSTMENT, OR BY ANY INTERRUPTION OF SERVICE OR LOSS OF USE THEREOF OR FOR ANY LOSS OF BUSINESS HOWSOEVER CAUSED.

Section 3.12. Issuance of Additional Bonds. The Authority and the City recognize that under the provisions of and subject to the conditions set forth in the Indenture, the Authority is authorized to enter into a Supplemental Indenture and issue one or more series of Additional Bonds on a parity with the Series 2024 Bonds for the purpose of (i) providing funds to repair, relocate, replace, rebuild or restore the Project in the event of damage, destruction or taking by eminent domain, (ii) providing extensions, additions or improvements to the Project, or (iii) refunding Outstanding Bonds. If the City is not in default hereunder, the Authority will consider the issuance of Additional Bonds in a principal amount as is specified in a written request in accordance with the applicable provisions set forth in the Indenture. This Agreement may be amended to include provisions increasing Capacity Payments in respect of the actions contemplated in this Section.

Any such repair, relocation, replacement, rebuilding, restoration, additions, extensions or improvements undertaken under this Section shall become a part of the Project and shall be included under this Agreement to the same extent as if originally included hereunder.

ARTICLE IV

COVENANTS AND AGREEMENTS OF THE CITY

Section 4.1. Compliance with Agreement. The City will punctually pay the Capacity Payments and the other amounts payable hereunder in strict conformity with the terms of this Agreement. The City will faithfully observe and perform all the agreements, conditions, covenants and terms contained herein required to be observed and performed by it, and will not terminate this Agreement for any cause whatsoever, including, without limiting the generality of the foregoing, any acts or circumstances that may constitute failure of consideration, destruction of or damage to the Project, condemnation of the Project by any governmental entity, commercial frustration of purpose, any change in the tax or other laws of the United States of America or of the State or any political subdivision of either or any failure of the Authority to observe or perform any agreement, condition, covenant or term required to be observed and performed by it contained herein, whether express or implied, or any duty, liability or obligation arising out of or connected with this Agreement.

Section 4.2. No Prior Liens on Revenues. The City covenants and agrees that it will not enter into any agreement, make any pledge, grant any lien or otherwise take any action with the effect that (i) the Capacity Payments and other amounts payable by the City hereunder do not constitute items of Operating Expenses or (ii) the Operating Expenses are not payable as a first charge on the Revenues.

Section 4.3. Against Sale or Other Disposition of Property. The City will not sell, lease, encumber or otherwise dispose of any System properties in any manner that would materially adversely affect the efficient and proper operation of the System or the Net Revenues; *provided that* any real or personal property which has become nonoperative, obsolete or worn-out or which is not needed for the efficient and proper operation of the System may be sold, exchanged or disposed of by the City.

Section 4.4. Maintenance and Operation of the System. (a) The City will maintain and preserve the System in good repair and working order at all times and will operate the System in an efficient and economical manner and will pay all Operating Expenses of the System as they become due and payable.

(b) The City will pay and discharge any and all lawful claims for labor, materials or supplies which, if unpaid, might become a lien on the Revenues, the System or any part thereof.

(c) The City will comply with, keep, observe and perform all agreements, conditions, covenants and terms, expressed or implied, required to be performed by it contained in all contracts for the use of the System and all other contracts affecting or involving the System to the extent that the City is a party thereto.

Section 4.5. Rates and Charges. (a) The City shall establish, fix, prescribe and collect rates and charges for the sale or use of the electric power and energy and related services provided by the System which, together with other available income, are reasonably expected to produce

Revenues at least sufficient to pay all Operating Expenses of the System in each Fiscal Year, including the Capacity Payments and all other amounts payable by the City under this Agreement, and all other amounts payable out of the Revenues. The City will review such rates and charges from time to time, and upon any material change to the operations of circumstances of the System, shall promptly revise such rates and charges as necessary to comply with the foregoing requirement.

(b) Except in connection with the receipt of federal or State funding, or as required by law or as a condition to the acquisition or operation of the Project or System, the City will not permit any part of the System, or any facility thereof, to be used, or taken advantage of, free of charge by any person, firm or corporation, or by any public agency (including the United States of America, the State of Idaho and any public corporation, political subdivision, city, county, district or agency of any thereof)[, excepting only that the City may without charge use the services and facilities of the System].

(c) The City shall have in effect at all times rules and regulations (i) requiring all users of the electricity and other services provided by the System to pay the rates, fees and charges imposed by the City and (ii) providing for the billing and payment thereof.

Section 4.6. Insurance. (a) Subject to the condition that insurance is obtainable at reasonable prices and upon reasonable terms and conditions, the City will procure and maintain insurance on the System and the Project and public liability insurance in such amounts and against such risks as are usually insurable in connection with similar enterprises and are normally carried by municipalities and other public power systems in the operation of similar properties, *provided that* the City may in its discretion be a self-insurer of any risk.

(b) The City will secure and maintain adequate fidelity insurance or bonds on all officers and employees handling or responsible for the funds of the System.

Section 4.7. Books and Accounts. (a) The City will keep proper books of record and accounts of the System in accordance with generally applicable account principles as applied to the City in which complete and correct entries shall be made of all transactions relating to the System and the Revenues. Such books of record and accounts shall at all times during normal business hours be subject to inspection by the Authority and the Trustee or their representatives authorized in writing.

(b) Neither the Authority nor the Trustee shall be required to review or inspect, and shall not be deemed to have notice of, the contents of the books and records of the City.

Section 4.8. Protection of Security and Rights of the Authority. The City will preserve and protect the security and the rights of the Authority to the Capacity Payments hereunder and will warrant and defend such rights against all claims and demands of all persons. In connection therewith, the Authority and the City shall not amend this Agreement without first obtaining an opinion of nationally recognized bond counsel to the effect that such amendment will not materially adversely affect the security of the Bond Owners.

Section 4.9. Payment of Taxes; Compliance with Governmental Regulations. The City will pay and discharge all taxes, assessments and other governmental charges, if any, which may hereafter be lawfully imposed upon the System or any part thereof or upon the Revenues when the same shall become due. The City will duly observe and conform with all valid regulations and requirements of any governmental authority relative to the operation of the System or any part thereof, but the City shall not be required to comply with any regulations or requirements so long as the validity or application thereof shall be contested in good faith.

Section 4.10. Expenses; Indemnity. (a) The City shall pay all reasonable costs and expenses of the Authority incurred in connection with this Agreement.

(b) To the extent permitted by the Idaho Constitution, the City shall at all times protect, indemnify and hold the Authority Indemnified Parties harmless of, from and against

(i) all costs and expenses arising from or relating to compliance with environmental laws and regulations and orders of governmental agencies applicable to the Project or arising from or relating to mitigation, remediation, or abatement of environmental impacts,

(ii) any and all claims (whether in tort, contract or otherwise), demands, expenses (including reasonable attorneys fees) and liabilities for any loss, damage, injury and liability of every kind and nature and however caused, including any liability arising from failure to comply with applicable environmental laws, regulations or orders applicable to the Project, and

(iii) taxes of any kind and by whomsoever imposed on the Authority in respect of the Project or the Bonds,

in each case arising from or relating to the Project or resulting from, arising out of, or in any way connected with the financing of the costs of the Project and the marketing, issuance or sale of the Bonds for such purpose (including amounts payable by the Authority pursuant to its indemnification of the Trustee); *provided, however,* that the City shall have no indemnification obligation under this Section for any such costs, expenses, claims, demands, taxes or liabilities arising from the intentional misrepresentation or willful misconduct of the Authority or Authority Indemnified Parties. The indemnification set forth in this Section shall be binding upon the City for any and all claims, demands, expenses, liabilities and taxes set forth herein and shall survive the expiration or termination of this Agreement.

Section 4.11. Tax Covenants. (a) The City shall not take any action or permit to be taken any action within its control which would cause or which, with the passage of time if not cured would cause, the interest on the Series 2024 Bonds to become includable in gross income for federal income tax purposes. To that end, the City hereby covenants that it will not take or fail to take any action that would cause the Series 2024 Bonds to be (a) "arbitrage bonds" within the meaning of Section 148 of the Code, (b) "private activity bonds" within the meaning of Section 141 of the Code, or (c) "federally guaranteed" within the meaning of Section 149(b) of the Code.

(b) Without limiting the generality of the foregoing paragraph, the City further covenants and agrees that:

(i) it will at all times comply with the provisions of the Tax Exemption Certificate and the rebate requirements contained in Section 148(f) of the Code;

(ii) no use will be made of the proceeds of the issue and sale of the Series 2024 Bonds, or any funds or accounts of the City which may be deemed to be proceeds of the Series 2024 Bonds, pursuant to Section 148 of the Code and applicable regulations (proposed or promulgated) under which, if such use had been reasonably expected on the date of issuance of the Series 2024 Bonds, would have caused the Series 2024 Bonds to be classified as "arbitrage bonds" within the meaning of Section 148 of the Code;

(iii) it will not sell or dispose of the capacity and output of the System in such manner that such sale, disposition or use would cause the Series 2024 Bonds to be "private activity bonds" described in Section 141 of the Code or "arbitrage bonds" described in Section 148 of the Code; and

(iv) it will not take any action that will adversely affect the exemption from federal income taxation of interest on the Series 2024 Bonds, nor will it omit to take any action necessary to preserve the exclusion from federal gross income of interest on the Series 2024 Bonds.

Pursuant to these covenants, the City obligates itself to comply throughout the term of the Series 2024 Bonds with the requirements of Section 103 of the Code and the regulations proposed or promulgated thereunder.

(c) The City and the Authority recognize that the Authority is issuing the Series 2024 Bonds and has certain responsibilities related to the maintenance of the exemption from federal income taxation of interest on the Series 2024 Bonds. The Authority and the City nevertheless agree that the City will be responsible for all actions and record keeping related to the Series 2024 Bonds other than those actions that cannot be so delegated. The Authority will cooperate with the City and assist the City (at the City's expense) in taking actions related to the Series 2024 Bonds.

(d) The Authority will timely sign any returns or other tax forms (including Forms 8038-G and 8038-T) as reasonably requested by the City and will deliver such signed forms to the City or its designee. The Authority will at the request of the City execute any certificates or elections related to the Series 2024 Bonds including certificates related to the allocation of Series 2024 Bonds or proceeds thereof. The Authority hereby designates the City as the keeper of the books and records of the Authority concerning the Series 2024 Bonds and the City accepts such designation. The Authority shall at the request of the City facilitate the redemption of any of the Series 2024 Bonds.

(e) The Authority will promptly notify the City if the Internal Revenue Service contacts the Authority concerning the Series 2024 Bonds and will forward any written communications from the Internal Revenue Service concerning the Series 2024 Bonds to the City. In the case of

any inquiries or requests from the Internal Revenue Service for information concerning the Series 2024 Bonds, the Authority will cooperate with the City and take reasonable action at the expense of the City to respond to such inquiries in a timely fashion.

(f) The Authority and the City recognize that the IRS or another regulatory entity may undertake an examination of the Series 2024 Bonds. In the event that the Authority is notified of such an examination, the Authority shall as quickly as possible notify the City. The City will coordinate the defense of such examination and will determine if counsel should be hired and, if so, which counsel. Except to the extent that the City determines that another party should undertake a response, the City will be responsible for compiling answers to any information or document request that might be presented to the Authority or the City as a result of such examination. If an examination cannot be closed without a closing agreement, the City will use reasonable efforts to reach an acceptable closing agreement with such regulatory agency and to obtain all required City and Authority approvals of such closing agreement.

(g) The IRS and other regulatory agencies may conduct compliance checks from time to time. As part of such compliance check, the IRS or another regulatory agency may send questionnaires to the Authority or to the City. The Authority will promptly advise the City concerning any such compliance check. The City may hire counsel to assist in the response to a compliance check. The City will advise the Authority of any such compliance check promptly after receiving notice thereof.

(h) The City and the Authority recognize that if there is a violation of the covenants of the City related to the maintenance of the exclusion from gross income for federal income tax purposes of interest on the Series 2024 Bonds or a violation of the covenants of the City related to the maintenance of the tax-advantaged status of the Series 2024 Bonds, then the Authority and possibly the City may be able to enter into a voluntary closing agreement with the IRS to preserve the favorable tax status of the Series 2024 Bonds. The City should determine if a voluntary closing agreement is desirable and possible. The City will coordinate the City's and Authority's efforts in obtaining any voluntary closing agreement. The City may retain or consult with counsel to attempt to obtain a voluntary closing agreement. The Authority acknowledges that it may need to be a party to such a closing agreement and will, at the direction and expense of the City execute appropriate documents to obtain relief.

Section 4.12. Continuing Disclosure; Notice of Default. (a) The City shall execute a continuing disclosure undertaking as an "obligated person" with respect to the Bonds that meets the requirements of Rule 15c2-12 of the U.S. Securities and Exchange Commission (17 C.F.R. §240.15c2-12) and agrees to furnish the annual financial and operating information, annual financial statements and event notices required thereunder at the times and in the manner specified therein.

(b) The City shall immediately notify the Authority and the Trustee of the occurrence of any Event of Default hereunder of which it has knowledge. Any notice required to be given pursuant to this subsection shall be signed by an Authorized Representative of the City and set forth a description of the default and the steps, if any, being taken to cure said default. If no steps have been taken, the City shall state this fact on the notice.

Section 4.13. Further Assurances. The City will do, execute, acknowledge and deliver or cause to be done, executed, acknowledged and delivered such further acts, instruments, conveyances, transfers and assurances, including Uniform Commercial Code financing statements, if any, at the sole cost and expense of the City, as the Authority deems reasonably necessary or advisable for the implementation, effectuation, correction, confirmation or perfection of this Agreement and any rights of the Authority or the Trustee, under the Indenture.

ARTICLE V

EVENTS OF DEFAULT; REMEDIES

Section 5.1. Events of Default. Any one or more of the following events shall constitute an "Event of Default" hereunder:

(a) Failure of the City to pay any Capacity Payment that has become due and payable by the terms of Section 2.3(a);

(b) Failure of the City to pay any amount due hereunder (other than under Section 2.3(a)) and continuance of such failure for thirty (30) days after notice of such failure is given to the City by the Authority or the Trustee; and

(c) bankruptcy, reorganization, arrangement, insolvency or liquidation proceedings, including proceedings under Title 11, Chapter 9, United States Code or other proceedings for relief under any federal or state bankruptcy law or similar law for the relief of debtors, are instituted by or against the City and, if instituted against the City, said proceedings are consented to or are not dismissed within thirty days after such institution.

Section 5.2. Remedies on Default. Whenever any Event of Default referred to in Section 5.1 hereof shall have occurred and be continuing, the Authority (with respect to its Reserved Rights) and the Trustee, subject to the second succeeding paragraph of this Section, may take whatever action at law or in equity permitted by law to be taken against the City as may appear necessary or desirable to collect the amounts then due and thereafter to become due under this Agreement.

Any amounts collected pursuant to action taken under this Section shall be paid to the Trustee for deposit into the Bond Fund and applied in accordance with the provisions of the Indenture.

The Authority, during the term of this Agreement, waives any and all rights as owner of the Project to re-enter and take possession of the Project, to sell or lease the Project, to terminate this Agreement and to exclude the City from possession of the Project upon the occurrence of an Event of Default under this Agreement. The Authority and the City hereby declare that this Agreement does not create a security interest in the Project in favor of the Authority, and the Authority hereby waives any rights it may have as a secured party with respect to the Project under the Idaho Uniform Commercial Code in effect in any jurisdiction or otherwise.

No action taken pursuant to this Section shall, except as expressly provided herein, relieve the City from the City's obligations hereunder, all of which shall survive any such action.

Section 5.3. Remedies Cumulative. The rights and remedies of the Authority and the Trustee under this Agreement or the Indenture shall be cumulative and shall not exclude any other rights and remedies of the Authority or the Trustee allowed by law or in equity with respect to any default under this Agreement. Failure by the Authority or the Trustee to insist upon the strict performance of any of the covenants and agreements herein set forth or to exercise any rights or remedies upon default by the City hereunder shall not be considered or taken as a waiver or relinquishment for the future of the right to insist upon and, to the extent permitted by law, to enforce by mandatory injunction, specific performance or other appropriate legal remedy strict compliance by the City with all of the covenants and conditions hereof, or of the rights to exercise any such rights or remedies, if such default by the City be continued or repeated.

Section 5.4. No Additional Waiver Implied by One Waiver. In the event any covenant or agreement contained in this Agreement should be breached by either party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder. No waiver shall be binding unless it is in writing and signed by the party making such waiver. No course of dealing between the Authority and/or the Trustee and the City or any delay or omission on the part of the Authority and/or the Trustee in exercising any rights hereunder or under the Indenture shall operate as a waiver.

Section 5.5. Effect on Discontinuance of Proceedings. In case any proceeding taken by the Trustee under the Indenture or this Agreement on account of any Event of Default hereunder or under the Indenture shall have been discontinued or abandoned for any reason or shall have been determined adversely to the Trustee, then, and in every such case, the Authority, the Trustee and the Holders of the Bonds shall be restored, respectively, to their former positions and rights hereunder and thereunder, and all rights, remedies, powers and duties of the Trustee shall continue as in effect prior to the commencement of such proceedings.

Section 5.6. Agreement to Pay Attorneys' Fees and Expenses. In the event the City should default under any of the provisions of this Agreement, and the Authority or the Trustee should employ attorneys and/or incur other expenses for the collection of Capacity Payments or other amounts payable hereunder or the enforcement of performance or observance of any obligation or agreement on the part of the City herein contained, the City agrees that it will on demand therefor pay to the Authority or the Trustee the reasonable fees and disbursements of such attorneys, and such other expenses so incurred, including fees and expenses on appeal.

ARTICLE VI

OPTIONS

Section 6.1. Options. (a) The City has the option, at any time and from time to time, to make advance Capacity Payments which, at the direction of the City, shall be deposited into the Bond Fund and held to make the next maturing scheduled payments of principal and interest on the Bonds or applied to redeem all or a portion of the Bonds, all in accordance with the terms of

the Indenture. The City has the option, at any time and from time to time, to purchase all or any portion of the Project by making a purchase option payment equal to the amount necessary to redeem all or the applicable portion of the Bonds on the next redemption date. Such purchase option may be assigned by the City without the consent of the Authority. The City shall exercise its option to make such advance Capacity Payments or such purchase option by delivering a written notice of an Authorized Representative of the City to the Trustee in accordance with the Indenture, with a copy to the Authority, setting forth (i) the amount of the advance Capacity Payment or purchase option payment, (ii) the principal amount of Bonds Outstanding, if any, requested to be redeemed with such advance Capacity Payment or purchase option payment (which principal amount shall be in such minimum amount or integral multiple of such amount as shall be permitted in the Indenture), and (iii) the date on which such principal amount of Bonds are to be redeemed. Such advance Capacity Payment to be applied to redeem Bonds or to make any such purchase option payment shall be paid to the Trustee in legal tender on or before the redemption date and shall be an amount which, when added to the amount on deposit in the Bond Fund and available therefor, will be sufficient to pay the Redemption Price of the Bonds to be redeemed, together with interest to accrue on the Bonds to be redeemed to the date fixed for redemption and all expenses of the Authority and the Trustee (including reasonable fees and expenses of counsel to the Authority and the Trustee) in connection with such redemption. The Authority agrees to take all actions required to be taken by it to effect such redemption. After any purchase of a portion of the Project, the Capacity Payments payable pursuant to Section 2.3(a) may be reduced by the percentage equal to the percentage that the portion of the Project purchased is to the entire Project or by such other amount as may be agreed to by the Authority and the City, in each case with the consent of the Trustee; *provided,* that the remaining amount of Capacity Payments payable may not be less than an amount sufficient to pay debt service on the Bonds when due and; *provided, further,* that the Trustee may rely on a verification report regarding debt service sufficiency when delivering its consent.

(b) Nothing in this Section shall be deemed to require that the City exercise an option to purchase or prepay the Capacity Payments on the Project, or any portion thereof, or in any way to limit the City's right to effect a change in the definition of the Project or the right of the parties hereto to agree to effect an amendment to the definition of the Project, as provided in Section 3.5.

Section 6.2. Termination of Agreement. After full payment of the Bonds or provision for the payment in full thereof having been made in accordance with Section 10.01 of the Indenture, the City may terminate this Agreement by paying all amounts due and payable under this Agreement and by giving the Authority notice in writing of such termination and thereupon such termination shall forthwith become effective, subject, however, to the survival of the obligations of the City under Section 4.10.

Section 6.3. Conveyance of Title. (a) At the closing of any purchase of the Project or any portion thereof pursuant to Article VI hereof, the Authority will upon receipt of the purchase price deliver to the City good title to the property being purchased evidenced in writing by a bill of sale or other instrument of conveyance, as such property then exists, subject to the following: (i) those license and encumbrances (if any) to which said property was subject when conveyed to the Authority; (ii) those Liens resulting from the failure of the City to perform or observe any of the

agreements on its part contained in this Agreement; and (iii) Permitted Encumbrances other than this Agreement and the Indenture.

(b) This Agreement constitutes a "security agreement" on personal property within the meaning of the Uniform Commercial Code and other applicable law and with respect to the Project. To this end, pursuant to Section 67-8909(4) of the Act, Authority hereby grants to the City, as security for its obligation to convey title in the Project to the City or its designee once there are no Bonds Outstanding, a security interest in the Project, and agrees that the City shall have all the rights and remedies of a secured party under the Uniform Commercial Code with respect to such property. If an Event of Default shall occur and be continuing, the City, in addition to any other rights and remedies which it may have, shall have the right to exercise immediately and without demand, any and all rights and remedies granted to a secured party upon default under the Uniform Commercial Code. Any notice of sale, disposition or other intended action by the City with respect to the Project sent to Authority at least ten (10) days prior to any action under the Uniform Commercial Code shall constitute reasonable notice to Authority.

ARTICLE VII

MISCELLANEOUS

Section 7.1. Indenture; Amendment. The City shall have and may exercise all the rights, powers and authority granted to the City in the Indenture and in the Bonds, and the Indenture and the Bonds shall not be modified, altered or amended in any manner which adversely affects such rights, powers and authority so stated to be in the City or otherwise adversely affects the City without the written consent of the City.

Section 7.2. Force Majeure. In case by reason of force majeure either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement, then except as otherwise expressly provided in this Agreement, if such party shall give notice and full particulars of such force majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied on, the obligations of the party giving such notice (other than the obligations of the City to make payments required to be made hereunder), so far as they are affected by such force majeure, shall be suspended during the continuance of the inability then claimed which shall include a reasonable time for the removal of the effect thereof, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch. The term "force majeure," as employed herein, shall mean acts of God, strikes, lockouts or other industrial disturbances, acts of the public enemy, orders of any kind of the Government of the United States or of the State or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, washouts, droughts, arrest, restraining of government and people, civil disturbances, explosions, partial or entire failure of utilities, shortages of labor, material, supplies or transportation, or any other similar or different cause not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of existing or impending strikes, lockouts or other industrial disturbances shall be entirely within the discretion of the party having the difficulty and that the above requirements that any force majeure shall be reasonably beyond the control of the party and shall be remedied with all reasonable dispatch shall be deemed to be fulfilled even though

such existing or impending strikes, lockouts and other industrial disturbances may not be settled but could have been settled by acceding to the demands of the opposing person or persons.

Section 7.3. Assignment or Sublease. The City may assign, partially assign (for instance, the City may assign this Agreement with respect to certain identified portions of the Project) or transfer this Agreement or sublet the whole or any part of the Project so long as the City shall remain liable to the Authority for the payment of all Capacity Payments and other payments hereunder and for the full performance of all of the terms, covenants and conditions of this Agreement. The City shall furnish or cause to be furnished to the Authority a copy of any such assignment, transfer or sublease in substantially final form within ten (10) days prior to the date of execution thereof. The City may also enter into contracts relating to the use of the Project as provided in Sections 3.2(b) and 3.4(c). Funds received by or on account of the City in connection with a sublease, assignment, partial assignment, or transfer in accordance with this Section shall be the City's funds.

Section 7.4. Amendments. This Agreement may be amended only by a written amendment signed by the parties hereto with the concurring written consent of the Trustee given in accordance with the provisions of the Indenture. A change or deemed change in the definition of the Project under Sections 3.1 and 3.2 shall not constitute an amendment to this Agreement under this Section.

Section 7.5. Notices. All notices, certificates or other communications hereunder shall be deemed sufficiently given if (a) mailed by United States certified mail, return receipt requested, postage prepaid, or (b) if sent by a nationally recognized overnight courier, or (c) delivered personally, addressed as follows:

(a) To the Authority:

For overnight courier or personal delivery:

Idaho Energy Resources Authority
Attention: Executive Director
877 W. Main St., Suite 200
Boise, ID 83701

For United States mail:

Idaho Energy Resources Authority
Attention: Executive Director
P.O. Box 1617
Boise, ID 83701-1617

(b) To the City:

For overnight courier or personal delivery:

For United States mail:

City of Idaho Falls
Attention: City Clerk

308 Constitution Way
Idaho Falls, ID 83402

In all cases, with a copy to:

Idaho Falls Power
Attention: General Manager
P.O. Box 50220
140 South Capitol
Idaho Falls, ID 83405-0220

(c) To the Trustee: Zions Bancorporation, National Association
800 West Main Street, Suite 700
Boise, ID 83702

The Authority, the City and the Trustee may, by notice given hereunder to each of the others, designate any further or different addresses to which subsequent notices, certificates or other communications to them shall be sent.

Any notice, certificate or other communication hereunder shall, except as may expressly be provided herein, be deemed to have been given or served two (2) days after the date the same shall be deposited in the United States mail, postage prepaid, in the manner aforesaid or one (1) day after the date that the same shall be deposited with a nationally recognized overnight courier or on the date of delivery or refusal thereof, if delivered personally.

Section 7.6. Severability. If any clause, provision or Section of this Agreement be ruled invalid by any court of competent jurisdiction, the invalidity of such clause, provision or Section shall not affect any of the remaining provisions hereof.

Section 7.7. Inspection of Project. (a) Upon reasonable notice and with monitoring by the City, the City shall permit the Trustee, the Authority and their respective agents or representatives to inspect the Project at all reasonable times during business days and business hours for the purpose of determining whether or not the City is in compliance with its obligations hereunder. Neither the Authority nor the Trustee shall have any duty to inspect the Project.

(b) In no event shall the Trustee or its agents, employees, contractors or other invitees (including without limitation, the Authority and other federal, state or local governmental agencies) be entitled to access to the area surrounding the location of any portion of the Project that the City has designated a confidential area unless and until the entity and individual persons seeking access have signed and delivered to a representative of the City at the Project an agreement of confidentiality and nondisclosure in the form and substance reasonably satisfactory to the City and Trustee, subject to, in certain circumstances, the limitations imposed by compliance with the North American Electric Reliability Corporation standards for Critical Infrastructure Protection. In addition, the City's consent in this Agreement to authorized access is for the limited purpose described in paragraph (a) above and is not intended as a waiver of any rights granted by law to

challenge a request or demand by anyone to access the Project for the purpose of an inspection or search.

(c) Nothing in this Section or elsewhere in this Agreement shall imply any duty on the part of Authority to do any work, and performance thereof by the Authority shall not constitute a waiver of the City's default in failing to perform the same.

Section 7.8. Effective Date; Counterparts. This Agreement shall become effective upon its execution and delivery. It may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 7.9. Binding Effect. This Agreement shall inure to the benefit of, and shall be binding upon, the Authority and the City and their respective successors and assigns. The Trustee is hereby made an express third party beneficiary of this Agreement.

Section 7.10. Law Governing. This Agreement shall be governed by and construed in accordance with the laws of the State, without reference to any choice of law doctrine that would result in the application of the laws of another state.

Section 7.11. Limited Recourse. No recourse under any obligation, covenant or agreement of the Authority contained in this Agreement shall be had against any appointed officials, employees, attorneys, contractors, and other agents of the Authority, or any officer, official, agent or employee of the State or any department, board or agency of the foregoing, by the enforcement of any assessment or by any legal or equitable proceeding, by virtue of any statute or otherwise; it being expressly agreed and understood that this Agreement is solely a limited obligation of the Authority, payable solely from the Capacity Payments and receipts derived from payments made by the City pursuant to this Agreement, which revenues and receipts have been pledged and assigned to the Trustee under the Indenture for the payment of the Bonds. No personal liability whatever shall attach to or be incurred by the appointed officials, employees, attorneys, contractors, and other agents of the Authority, or any officer, official, agent or employee of the State or any department, board or agency of the foregoing, or any of them under or by reason of any of the obligations, covenants or agreements of the Authority contained in this Agreement, or implied therefrom, and that any and all personal liability for breaches by the Authority of any of such obligations, covenants or agreements either at common law or at equity, or by statute or constitution, of every such officer, director or employee, or any officer, official, agent or employee of the State or any department, board or agency of the foregoing, is hereby expressly waived as a condition of and in consideration for the execution of this Agreement; *provided, however,* that nothing in this Section shall relieve any of the foregoing persons or entities from any liability arising from his, her or its willful misconduct or intentional misrepresentation.

Anything contained in this Agreement to the contrary notwithstanding, any obligation the Authority may incur in connection with the undertaking of the Project for the payment of money shall not be deemed to constitute a debt or general obligation of the Authority, the State or any political subdivision thereof, but shall be payable solely from the Capacity Payments and receipts received by it under this Agreement. No provision in this Agreement or any obligation herein imposed upon the Authority, or the breach thereof, shall constitute or give rise to or impose upon

the Authority, the State or any political subdivision thereof a pecuniary liability or a charge upon its full faith and credit or taxing powers or any revenues of the Authority other than the rental and other payments due under this Agreement and the Trust Estate.

Section 7.12. Information Security. It is possible that information that is provided to the Authority by the City or that comes into the possession of the Authority as a result of its ownership of the Project during the performance of this Agreement, may contain critical and sensitive information about the Project. *"Project Information"* means information about the Project that is so designated at any time by the City in writing to the Authority.

The City hereby designates the following information as Project Information:

(i) Information describing the precise location (survey coordinates) of the Project;

(ii) Information relating to the design, operation, maintenance or construction of the Project;

(iii) Information describing schedules for the design, operation, maintenance or construction of the Project, and

(iv) Information describing engineering or security vulnerabilities.

Project Information excludes any of the foregoing information if it has otherwise been made available to the public by the City or with the City's consent.

The Authority may disseminate Project Information among its elected or appointed officials, employees, attorneys, contractors, and other agents only as may be necessary in the performance of this Agreement. The Authority shall, to the extent permitted by applicable law, including but not limited to Section 9-340A *et seq.,* Idaho Code, ensure that Project Information is not distributed, shared, or otherwise made accessible to others not involved in the performance of this Agreement other than with the prior consent of the City or pursuant to a valid final order or direction by a judicial, regulatory, administrative or other governmental body having jurisdiction thereof. If the Authority is requested to disclose any Project Information pursuant to a judicial, regulatory, administrative or other governmental process, the Authority shall immediately notify the City. The City may thereupon defend against disclosure at the City's expense. The Authority will assist the City in any such defense.

Section 7.13. No Broker. Each of the parties represents to the other that it has not dealt with any broker in connection with this transaction. If any claim is made by any broker who shall claim to have acted or dealt with the City or the Authority in connection with this transaction, the City or the Authority, as the case may be, will be responsible for payment of the brokerage commission, fee or other compensation to which such broker is entitled.

Section 7.14. Entire Agreement. This Agreement contains all the promises, agreements, conditions, inducements and understandings between Authority and the City relating to the Project

and there are no promises, agreements, conditions, understandings, inducements, warranties or representations, oral or written, expressed or implied, between them other than as herein set forth.

Section 7.15. Date of Agreement for Reference Purposes Only. The date of this Agreement shall be for reference purposes only and shall not be construed to imply that this Agreement was executed on the date first above written.

Section 7.16. State Pledge. Pursuant to Section 67-8918 of the Act, the State pledges to and agrees with the holders of any Bonds, and with the Trustee and the City, that the State will not limit, alter, restrict or impair the rights vested in the Authority to acquire, construct, reconstruct, maintain and operate the Project or to establish, revise, charge and collect rates, rents, fees and other charges as may be convenient or necessary to produce sufficient revenues to meet the expenses of maintenance and operation thereof and to fulfill the terms of any agreements made with the holders of Bonds, and with the Trustee and the City, or in any way impair the rights or remedies of the holders of such Bonds or of the Trustee and the City until the Bonds, together with the interest thereon, are fully paid and discharged and such contracts are fully performed on the part of the Authority.

IN WITNESS WHEREOF, each party hereto has caused this Agreement to be executed in its name and on its behalf by its duly authorized officer as of the date first written above.

IDAHO ENERGY RESOURCES AUTHORITY

By:_____
Name: Michael P. Elliott
Title: Chairman

[SEAL]

Attest:

_____
Name: Mike Mooney
Title: Secretary-Treasurer

CITY OF IDAHO FALLS, IDAHO

By:_____
Name: Rebecca L. Noah Casper
Title: Mayor

EXHIBIT A

DESCRIPTION OF THE PROJECT

The City is undertaking the acquisition and construction of a state-of-the-art generation plant on a 136-acre parcel of land in Bonneville County, Idaho. The plant will be housed in a 240' x 50' pre-engineered metal building, which will also include associated maintenance, office, and meeting spaces. Of the total acreage, 10 acres have been specifically platted for the plant, while the remaining land allows for potential future expansion for R&D research and the construction of a future substation. The facility will feature seven Caterpillar generators with a nameplate generation capacity of 17.5 megawatts, and an eighth spot reserved for future hydrogen technology advancements from the Idaho National Laboratory (INL). These generators will be fueled by natural gas, with the capability to run on a 25% hydrogen blend, with potential increases as technology progresses. The City has secured all necessary easements for the Intermountain Gas 6" feeder and the IFP feeder line, ensuring connectivity back to an existing substation. The plant will operate during peak demand times or periods of high energy costs, providing crucial power support for the City. Additionally, the project includes the construction of a 70' x 100' storage building near the generation facility, which will also offer outside storage space for IFP.

The City may elect to include additional facilities and equipment within the Project as provided herein. The following table shows the principal components of the Project and their estimated costs:

PROJECT COMPONENT	ESTIMATED COST
Purchase of 131 acres of land	$ 6,048,447
7 Caterpillar generators with 17.5 MW nameplate capacity	11,561,197
12,000 sq. ft. facility and 7,000 sq. ft. storage unit	23,123,900
Improvements and utilities	1,950,000
Fees and easements	299,000
Retrofitting for 12.5 Feeder	470,000
Engineering, consulting and IFP labor	415,000
TOTAL ESTIMATED COST:	$43,867,544

SCHEDULE I

CAPACITY PAYMENT SCHEDULE

DATE (NOT LATER THAN)	PRINCIPAL	INTEREST	TOTAL

DATE (NOT LATER THAN)	PRINCIPAL	INTEREST	TOTAL

DATE (NOT LATER THAN)	PRINCIPAL	INTEREST	TOTAL

DATE (NOT LATER THAN)	PRINCIPAL	INTEREST	TOTAL

DATE (NOT LATER THAN)	PRINCIPAL	INTEREST	TOTAL

IDAHO ENERGY RESOURCES AUTHORITY

$[PAR]

Power Supply Revenue Bonds
(Idaho Falls Power Project)
Series 2024

BOND PURCHASE AGREEMENT

August [__], 2024

Idaho Energy Resources Authority
PO Box 388
Boise, Idaho 83701

City of Idaho Falls
c/o Idaho Falls Power
140 S. Capital Avenue
Idaho Falls, Idaho 83402

Ladies and Gentlemen:

BofA Securities, Inc., on behalf of itself and not as an agent or representative of you (the "Underwriter") hereby offers to enter into this Bond Purchase Agreement (the "Purchase Agreement") with Idaho Energy Resources Authority, an independent public body politic and corporate and a public instrumentality of the State of Idaho (the "State") duly organized and validly existing under and pursuant to the laws of the State (the "Issuer") and the City of Idaho Falls, Idaho, a municipal corporation operating and existing under and pursuant to the provisions of the constitution and laws of the State (the "City"), whereby the Underwriter will purchase and the Issuer will sell the Bonds (as defined and described below). The Underwriter is making this offer subject to the acceptance by the Issuer and the City at or before 5:00 P.M., Mountain Time, on the date hereof. If the Issuer and the City accept this Purchase Agreement, this Purchase Agreement shall be in full force and effect in accordance with its terms and shall bind the Issuer, the City and the Underwriter. The Underwriter may withdraw this Purchase Agreement upon written notice delivered by the Underwriter to the Executive Director of the Issuer and the Mayor of the City at any time before the Issuer and the City accept this Purchase Agreement. Terms used but not defined in this Purchase Agreement are defined in the Indenture (as defined below).

1. PURCHASE AND SALE.

Upon the terms and conditions and in reliance upon the representations, warranties and agreements herein set forth, the Underwriter hereby agrees to purchase from the Issuer, and the Issuer hereby agrees to sell and deliver to the Underwriter, all (but not less than all) of the following bonds of the Issuer: Power Supply Revenue Bonds (Idaho Falls Power Project) Series 2024 (the

"Bonds"), at the purchase price of $[PAR], representing the aggregate principal amount of the Bonds less an Underwriter's discount of $[_____] plus original issue premium of $[_____]. Subject to the provisions of Section 4 hereof, the Underwriter intends to make an initial public offering of the Bonds at a price or prices described in Schedule I hereto; provided, however, the Underwriter reserves the right to change such initial public offering prices as the Underwriter deems necessary or desirable, in its sole discretion, in connection with the marketing of the Bonds, and may offer and sell the Bonds to certain dealers, unit investment trusts and money market funds, certain of which may be sponsored or managed by one or more of the Underwriter at prices lower than the public offering prices or yields greater than the yields set forth therein.

The Issuer and the City acknowledge and agree that: (i) the Underwriter is not acting as a municipal advisor within the meaning of Section 15B of the Securities Exchange Act, as amended, (ii) the primary role of the Underwriter, as underwriter, is to purchase securities, for resale to investors, in an arm's length commercial transaction between the Issuer and the Underwriter and the Underwriter has financial and other interests that differ from those of the Issuer and the City; (iii) the Underwriter is acting solely as a principal and is not acting as a municipal advisor, financial advisor or fiduciary to the Issuer or the City and has not assumed any advisory or fiduciary responsibility to the Issuer or the City with respect to the transaction contemplated hereby and the discussions, undertakings and procedures leading thereto (irrespective of whether the Underwriter has provided other services or is currently providing other services to the Issuer or the City on other matters); (iv) the only obligations the Underwriter has to the Issuer and the City with respect to the transaction contemplated hereby are expressly set forth in this Purchase Agreement; and (v) the Issuer and the City have consulted their own financial and/or municipal, legal, accounting, tax and other advisors, as applicable, to the extent it has deemed appropriate.

2. DESCRIPTION AND PURPOSE OF THE BONDS.

The Bonds have been authorized pursuant to Idaho Energy Resources Authority Act, Title 67, Chapter 89, Idaho Code, as amended (the "Act"), and a resolution adopted by the Board of Directors of the Issuer on August [___], 2024 (the "Authorizing Resolution"). The Bonds shall be dated the date of their original issuance. The Bonds shall be issued and secured under and pursuant to the Trust Indenture, dated as of [August 1], 2024 (the "Indenture"), by and between the Issuer and Zions Bancorporation, National Association, as trustee (the "Trustee").

The proceeds of the sale of the Bonds will be used to pay the costs of the acquisition and construction of the Project and pay certain costs of issuance associated with the Bonds.

The Bonds will be secured under the provisions of the Act and the Indenture. The Bonds are payable solely but equally and ratably from and are secured solely but equally and ratably by the Trust Estate which consists of (i) all right, title and interest of the Issuer in and to the Power Supply Agreement, including all Capacity Payments payable by the City thereunder, excluding, however, the Issuer's Reserved Rights, which rights may be enforced by the Issuer and the Trustee jointly or severally; (ii) all moneys and securities from time to time held by the Trustee under the terms of the Indenture including amounts set apart and transferred to the Project Fund or the Bond Fund, and all investment earnings of any of the foregoing, subject to disbursements from the Project Fund, the Bond Fund or any such special fund in accordance with the provisions of the Power Supply Agreement and the Indenture; and (iii) any and all other property of every kind and

nature from time to time which was heretofore or will be hereafter by delivery or by writing of any kind conveyed, mortgaged, pledged, assigned or transferred, as and for additional security under the Indenture, by the Issuer or by any other person, firm or corporation with or without the consent of the Issuer, to the Trustee which is hereby authorized to receive any and all such property at any time and at all times to hold and apply the same subject to the terms of the Indenture.

The Bonds shall mature in the years, bear interest, be purchased at the prices and be subject to optional and mandatory redemption at the times and in the amounts, all as set forth in Schedule I attached hereto. The Authorized Denominations, Record Dates, Interest Payment Dates, Sinking Fund Payment Dates, and other details and particulars of the Bonds shall be as described in the Indenture and the Official Statement (as defined below) of the Issuer.

3. DELIVERY OF THE OFFICIAL STATEMENT AND OTHER DOCUMENTS.

(a) The Issuer and the City have approved and delivered or caused to be delivered to the Underwriter a copy of the Preliminary Official Statement dated [August _____], 2024, which, including the cover page and all appendices thereto, is herein referred to as the "Preliminary Official Statement." It is acknowledged by the Issuer and the City that the Underwriter may deliver the Preliminary Official Statement and a final Official Statement (as hereinafter defined) electronically over the internet and/or in printed paper form. The Issuer deems the information in the Preliminary Official Statement under the caption "THE ISSUER" (the "Issuer Portion"), final as of its date and as of the date hereof for purposes of Rule 15c2-12 promulgated under the Securities Exchange Act of 1934, as amended ("Rule 15c2-12"), except for any information which is permitted to be omitted therefrom in accordance with paragraph (b)(1) of Rule 15c2-12. The City deems the remainder of the information in the Preliminary Official Statement (the "City Portion") final as of its date and as of the date hereof for purposes of Rule 15c2-12 promulgated under the Securities Exchange Act of 1934, as amended ("Rule 15c2-12"), except for any information which is permitted to be omitted therefrom in accordance with paragraph (b)(1) of Rule 15c2 12.

(b) Within seven (7) business days from the date hereof, and in any event not later than two (2) business days before the Closing Date (as hereinafter defined), the Issuer and the City shall deliver to the Underwriter a final Official Statement relating to the Bonds dated the date hereof (such Official Statement, including the cover page, and all appendices attached thereto, together with all information previously permitted to have been omitted by Rule 15c2-12 and any amendments or supplements and statements incorporated by reference therein or attached thereto, as have been approved by the Issuer, the City, Bond Counsel (as defined below), and the Underwriter, is referred to herein as the "Official Statement") and such additional conformed copies thereof as the Underwriter may reasonably request in sufficient quantities to comply with Rule 15c2-12, rules of the MSRB and to meet potential customer requests for copies of the Official Statement. The Underwriter agrees to file a copy of the Official Statement, including any amendments or supplements thereto prepared by the Issuer and the City, with the MSRB on its Electronic Municipal Markets Access ("EMMA") system. The Official Statement shall be executed by and on behalf of the Issuer by an authorized officer of the Issuer. The Official Statement shall be in substantially the same form as the Preliminary Official Statement and, other than information previously permitted to have been omitted by Rule 15c2-12, the Issuer and the City shall only make such other additions, deletions and revisions in the Official Statement which

are approved by the Underwriter. The Issuer and the City hereby agree to deliver to the Underwriter an electronic copy of the Official Statement in a form that permits the Underwriter to satisfy their obligations under the rules and regulations of the MSRB and the U.S. Securities and Exchange Commission (the "SEC") including in a word-searchable pdf format including any amendments thereto. The Issuer and the City hereby ratify, confirm and consent to and approve the use and distribution by the Underwriter before the date hereof of the Preliminary Official Statement and hereby authorize and consent to the use by the Underwriter of the Official Statement, the Power Supply Agreement and the Indenture in connection with the public offering and sale of the Bonds.

(c) In order to assist the Underwriter in complying with Rule 15c2-12, the City will undertake, pursuant to the Continuing Disclosure Undertaking, dated as of the original issuance of the Bonds (the "Disclosure Undertaking") and executed by the City, to provide annual financial information and notices of the occurrence of specified events. A form of the Disclosure Undertaking is set forth as Appendix D to the Preliminary Official Statement and the Official Statement.

4. ESTABLISHMENT OF ISSUE PRICE.

(a) The Underwriter agrees to assist the Issuer in establishing the issue price of the Bonds and shall execute and deliver to the Issuer at Closing an "issue price" or similar certificate, substantially in the form attached hereto as Exhibit A, together with the supporting pricing wires or equivalent communications, with such modifications as may be deemed appropriate or necessary, in the reasonable judgment of the Underwriter, the Issuer and Bond Counsel, to accurately reflect, as applicable, the sales price or prices or the initial offering price or prices to the public of the Bonds.

(b) Except for the maturities set forth in Schedule 1 attached hereto, the Issuer represents that it will treat the first price at which 10% of each maturity of the Bonds (the "10% Test") is sold to the public as the issue price of that maturity (if different interest rates apply within a maturity, each separate CUSIP number within that maturity will be subject to the 10% Test). If, as of the date hereof, the 10% Test has not been satisfied as to any maturity of the Bonds for which the Issuer has elected to utilize the 10% Test, the Underwriter agrees to promptly report to the Issuer the prices at which Bonds of that maturity or maturities have been sold by the Underwriter to the public. That reporting obligation shall continue until the earlier of the date upon which the 10% Test has been satisfied as to the Bonds of that maturity or maturities or the Closing Date.

(c) The Underwriter has offered the Bonds to the public on or before the date of this Purchase Agreement at the offering price or prices (the "initial offering price"), or at the corresponding yield or yields, set forth in Schedule 1 attached hereto, except as otherwise set forth therein. Schedule 1 also sets forth, as of the date of this Purchase Agreement, the maturities, if any, of the Bonds for which the 10% Test has not been satisfied and for which the Issuer and the Underwriter agree that the restrictions set forth in the next sentence shall apply (the "hold-the-offering-price rule"). So long as the hold-the-offering-price rule remains applicable to any maturity of the Bonds, the Underwriter will neither offer nor sell unsold Bonds of that maturity to any person at a price that is higher than the initial offering price to the public during the period starting on the sale date and ending on the earlier of the following:

(1) the close of the fifth (5th) business day after the sale date; or

(2) the date on which the Underwriter has sold at least 10% of that maturity of the Bonds to the public at a price that is no higher than the initial offering price to the public.

(d) The Underwriter confirms that:

(i) any selling group agreement and each third-party distribution agreement (to which the Underwriter is a party) relating to the initial sale of the Bonds to the public, together with the related pricing wires, contains or will contain language obligating each underwriter, each dealer who is a member of the selling group and each broker-dealer that is a party to such third-party distribution agreement, as applicable:

(A)(i) to report the prices at which it sells to the public the unsold Bonds of each maturity allocated to it until either all Bonds of that maturity allocated to it have been sold or it is notified by the Underwriter that the 10% Test has been satisfied as to the Bonds of that maturity and (ii) to comply with the hold-the-offering-price rule, if applicable, in each case if and for so long as directed by the Underwriter and as set forth in the related pricing wires, and

(B) to promptly notify the Underwriter of any sales of Bonds that, to its knowledge, are made to a purchaser who is a related party to an underwriter participating in the initial sale of the Bonds to the public (each such term being used as defined below),

(C) to acknowledge that, unless otherwise advised by the dealer or broker-dealer, the Underwriter shall assume that each order submitted by the underwriter, dealer or broker-dealer is a sale to the public.

(ii) any agreement among underwriters and any selling group agreement relating to the initial sale of the Bonds to the public, together with the related pricing wires, contains or will contain language obligating each underwriter that is a party to a third-party distribution agreement to be employed in connection with the initial sale of the Bonds to the public to require each broker-dealer that is a party to such third-party distribution agreement to (A) report the prices at which it sells to the public the unsold Bonds of each maturity allocated to it until either all Bonds of that maturity allocated to it have been sold or it is notified by the Underwriter that the 10% Test has been satisfied as to the Bonds of that maturity and (B) comply with the hold-the-offering-price rule, if applicable, in each case if and for so long as directed by the Underwriter and as set forth in the related pricing wires.

The Issuer acknowledges that, in making the representations set forth in this section, the Underwriter will rely on (i) the agreement of each underwriter to comply with the requirements for establishing issue price of the Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Bonds, as set forth in an agreement among

underwriters and the related pricing wires, (ii) in the event a selling group has been created in connection with the initial sale of the Bonds to the public, the agreement of each dealer who is a member of the selling group to comply with the requirements for establishing issue price of the Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Bonds, as set forth in a selling group agreement and the related pricing wires, and (iii) in the event that an underwriter or dealer who is a member of the selling group is a party to a third-party distribution agreement that was employed in connection with the initial sale of the Bonds to the public, the agreement of each broker-dealer that is a party to such agreement to comply with the requirements for establishing issue price of the Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable, as set forth in the third-party distribution agreement and the related pricing wires. The Issuer further acknowledges that each underwriter shall be solely liable for its failure to comply with its agreement to comply with its agreement regarding the requirements for establishing issue price of the Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Bonds, and that no underwriter shall be liable for the failure of any other underwriter, or of any dealer who is a member of a selling group, or of any broker-dealer that is a party to a third-party distribution agreement, to comply with its corresponding agreement to comply with the requirements for establishing issue price of the Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Bonds.

(e) The Underwriter acknowledges that sales of any Bonds to any person that is a related party to an underwriter participating in the initial sale of the Bonds to the public (each such term being used as defined below) shall not constitute sales to the public for purposes of this section. Further, for purposes of this section:

(i) "public" means any person other than an underwriter or a related party to an underwriter,

(ii) "underwriter" means (A) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the public and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) to participate in the initial sale of the Bonds to the public (including a member of a selling group or a party to a third-party distribution agreement participating in the initial sale of the Bonds to the public),

(iii) a purchaser of any of the Bonds is a "related party" to an underwriter if the underwriter and the purchaser are subject, directly or indirectly, to (i) more than 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (ii) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (iii) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other), and

(iv) "sale date" means the date of execution of this Purchase Agreement by all parties.

5. ISSUER'S REPRESENTATIONS. The Issuer represents to and agrees with the Underwriter that:

(a) The Issuer is duly organized and validly existing, with full legal right, power and authority to issue, sell and deliver the Bonds to the Underwriter pursuant to the Indenture, and execute, deliver and perform its obligations, as the case may be, under this Purchase Agreement, the Indenture, the Bonds, the Power Supply Agreement, and the Tax Exemption Certificate and Agreement with respect to the Bonds (collectively, the "Issuer's Legal Documents") and to perform and consummate all obligations and transactions required or contemplated by each of the Issuer's Legal Documents and the Official Statement.

(b) The Authorizing Resolution approving and authorizing the execution and delivery by the Issuer of the Issuer's Legal Documents and the offering, issuance and sale of the Bonds upon the terms set forth herein and in the Official Statement, was duly adopted at a meeting of the Board of Directors of the Issuer called and held pursuant to law and with all public notice required by law and at which a quorum was present and acting throughout, and is in full force and effect and has not been amended or repealed.

(c) The Indenture and the Bonds conform to the descriptions thereof contained in the Preliminary Official Statement and the Official Statement, and the Bonds, when duly issued and authenticated in accordance with the Indenture and delivered to the Underwriter as provided herein, will be validly issued and outstanding obligations of the Issuer, entitled to the benefits of the Indenture and payable from the sources therein specified.

(d) The Issuer has executed and delivered, or will execute and deliver on or before the Closing Date, each of the Issuer's Legal Documents. Each of the Issuer's Legal Documents constitutes, or will, as of the Closing Date, constitute a legal, valid and binding obligation of the Issuer enforceable in accordance with its terms, subject to any applicable bankruptcy, insolvency or other laws affecting creditors' rights or remedies heretofore or hereafter enacted. Each of the Issuer's Legal Documents has been executed and delivered, or will be executed and delivered, on or before the Closing Date, by each respective signatory and is currently in full force and effect or, as of the Closing Date, will be in full force and effect.

(e) The Issuer is not in any material respect in breach of or default under any constitutional provision, law or administrative regulation of the State or of the United States or any agency or instrumentality of either, or of any other governmental agency, or any Material Judgment or Agreement (as defined below), and no event has occurred and is continuing which with the passage of time or the giving of notice, or both, would constitute a default or event of default under any Material Judgment or Agreement; and the adoption of the Authorizing Resolution, the issuance, delivery and sale of the Bonds and the execution and delivery of the Issuer's Legal Documents and compliance with and performance of the Issuer's obligations therein and herein will not in any material respect conflict with, violate or result in a breach of or constitute a default under, any such constitutional provision, law, administrative regulation or any Material Judgment or Agreement, nor will any such execution, delivery, adoption or compliance result in

the creation or imposition of any lien, charge or other security interest or encumbrance of any nature whatsoever upon any of the property or assets of the Issuer (except as described in or contemplated by the Issuer's Legal Documents and the Official Statement) or under the terms of any such law, administrative regulation or Material Judgment or Agreement. As used in this Section 5, the term "Material Judgment or Agreement" means any judgment or decree or any loan agreement, indenture, bond, note or resolution or any material agreement or other instrument to which the Issuer is a party or to which the Issuer or any of its property or assets is otherwise subject (including, without limitation, the Act, the Authorizing Resolution and the Issuer's Legal Documents).

(f) All approvals, consents and orders of any governmental authority, board, agency, council, commission or other body having jurisdiction which would constitute a condition precedent to the performance by the Issuer of its obligations hereunder and under the Issuer's Legal Documents have been obtained; provided, that the Issuer makes no representations as to any approvals, consents or other actions which may be necessary to qualify the Bonds for offer and sale under Blue Sky or other state securities laws or regulations.

(g) Any certificates executed by any officer of the Issuer and delivered to the Underwriter pursuant hereto or in connection herewith shall be deemed a representation and warranty of the Issuer as to the accuracy of the statements therein made.

(h) Other than the Issuer's [_____] between the date hereof and the time of the Closing, the Issuer shall not, without the prior written consent of the Underwriter, offer or issue in any material amount any bonds, notes or other obligations for borrowed money, or incur any material liabilities, direct or contingent, except in the course of normal business operations of the Issuer or except for such borrowings as may be described in or contemplated by the Official Statement.

(i) Except for information which is permitted to be omitted pursuant to Rule 15c2-12(b)(1), the Issuer Portion of the Preliminary Official Statement as of its date and as of the date hereof was and is true and correct in all material respects and did not and does not contain any untrue or misleading statement of a material fact or omit to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

(j) The Issuer Portion of the Official Statement is, as of its date and at all times after the date of the Official Statement up to and including the Closing Date will be, true and correct in all material respects and will not contain any untrue or misleading statement of a material fact or omit to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

(k) If the Issuer Portion of the Official Statement is supplemented or amended, at the time of each supplement or amendment thereto and (unless subsequently again supplemented or amended) at all times subsequent thereto up to and including that date that is 25 days from the "end of the underwriting period" (as defined in Rule 15c2-12), the Issuer Portion of the Official Statement as so supplemented or amended will be true and correct in all material respects and will not contain any untrue statement of a material fact or omit to state a material fact necessary to

make the statements therein, in the light of the circumstances under which they were made, not misleading.

(l) If between the date hereof and the end of the underwriting period, any event shall occur which might or would cause the Issuer Portion of the Official Statement, as then supplemented or amended, to contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, the Issuer shall notify the Underwriter thereof, and if, in the opinion of the Underwriter, such event requires the preparation and publication of a supplement or amendment to the Issuer Portion of the Official Statement, the Issuer shall promptly (and in any event before the Closing Date) prepare and furnish (at the expense of the Issuer) a reasonable number of copies of an amendment of or supplement to the Issuer Portion of the Official Statement in form and substance satisfactory to the Underwriter.

(m) Except as described in the Issuer Portion of the Preliminary Official Statement and the Issuer Portion of the Official Statement, no litigation, proceeding or official investigation of any governmental or judicial body is pending against the Issuer or against any other party of which the Issuer has notice or, to the knowledge of the Issuer, threatened against the Issuer: (i) seeking to restrain or enjoin the issuance, sale or delivery of any of the Bonds, or the payment or collection of any amounts pledged or to be pledged to pay the principal of and interest on the Bonds, (ii) in any way contesting or affecting any authority for the issuance of the Bonds or the validity or binding effect of any of the Issuer Legal Documents, (iii) which is in any way contesting the creation, existence, powers or jurisdiction of the Issuer or the validity or effect of the Issuer Legal Documents or the Act or any provision thereof or the application of the proceeds of the Bonds, (iv) contesting in any way the completeness or accuracy of the Issuer Portion of the Preliminary Official Statement or the Issuer Portion of the Official Statement or any supplement or amendment thereto or (v) which, if adversely determined, could materially adversely affect the transactions contemplated by the Preliminary Official Statement and Official Statement or any of the Issuer Legal Documents. The Issuer shall advise the Underwriter promptly of the institution of any proceedings known to it by any governmental agency prohibiting or otherwise affecting the use of the Preliminary Official Statement or the Official Statement in connection with the offering, sale or distribution of the Bonds.

(n) The Issuer has not entered into any undertaking relating to continuing disclosure of information pursuant to Rule 15c2-12.

(o) The Issuer, to the best of its knowledge, has never been and is not in default in the payment of principal of, premium, if any, or interest on, or otherwise is not nor has it been in default with respect to, any bonds, notes, or other obligations which it has issued, assumed or guaranteed as to payment of principal, premium, if any, or interest.

All representations, warranties and agreements of the Issuer shall remain operative and in full force and effect, regardless of any investigations made by the Underwriter or on the Underwriter's behalf, and shall survive the delivery of the Bonds.

6. CITY'S REPRESENTATIONS. The City represents to and agrees with the Underwriter that:

(a) The City is duly organized and validly existing, with full legal right, power and authority to execute, deliver and perform its obligations, as the case may be, under this Purchase Agreement, the Power Supply Agreement, and the Tax Exemption Certificate and Agreement (collectively, the "City's Legal Documents") and to perform and consummate all obligations and transactions required or contemplated by each of the City's Legal Documents and the Official Statement.

(b) The resolution of the City Council of the City adopted on [_____], 2024 (the "City Approving Resolution") which approved and authorized the execution and delivery by the City of the City's Legal Documents, was duly adopted at a meeting of the City Council of the City called and held pursuant to law and with all public notice required by law and at which a quorum was present and acting throughout, and is in full force and effect and has not been amended or repealed.

(c) The Power Supply Agreement conforms to the descriptions thereof contained in the Preliminary Official Statement and the Official Statement.

(d) The City has executed and delivered, or will execute and deliver on or before the Closing Date, each of the City's Legal Documents. Each of the City's Legal Documents constitutes, or will, as of the Closing Date, constitute, a legal, valid and binding obligation of the City enforceable in accordance with its terms, subject to any applicable bankruptcy, insolvency or other laws affecting creditors' rights or remedies heretofore or hereafter enacted. Each of the City's Legal Documents has been executed and delivered, or will be executed and delivered on or before the Closing Date, by each respective signatory and is currently in full force and effect or, as of the Closing Date, will be in full force and effect.

(e) The City is not in any material respect in breach of or default under any constitutional provision, law or administrative regulation of the State or of the United States or any agency or instrumentality of either, or of any other governmental agency, or any Material Judgment or Agreement (as defined below), and no event has occurred and is continuing which with the passage of time or the giving of notice, or both, would constitute a default or event of default under any Material Judgment or Agreement; and the adoption of the City Approving Resolution and the execution and delivery of the City's Legal Documents and compliance with and performance of the City's obligations therein and herein will not in any material respect conflict with, violate or result in a breach of or constitute a default under, any such constitutional provision, law, administrative regulation or any Material Judgment or Agreement, nor will any such execution, delivery, adoption or compliance result in the creation or imposition of any lien, charge or other security interest or encumbrance of any nature whatsoever upon any of the property or assets of the City (except as described in or contemplated by the City's Legal Documents and the Official Statement) or under the terms of any such law, administrative regulation or Material Judgment or Agreement. As used in this Section 6, the term "Material Judgment or Agreement" means any judgment or decree or any loan agreement, indenture, bond, note or resolution or any material agreement or other instrument to which the Issuer is a party or to which the City or any

of its property or assets is otherwise subject (including, without limitation, the Act, the City Approving Resolution and the City's Legal Documents).

(f) All approvals, consents and orders of any governmental authority, board, agency, council, commission or other body having jurisdiction which would constitute a condition precedent to the performance by the Issuer of its obligations hereunder and under the City's Legal Documents have been obtained; provided, that the City makes no representations as to any approvals, consents or other actions which may be necessary to qualify the Bonds for offer and sale under Blue Sky or other state securities laws or regulations.

(g) Any certificates executed by any officer of the City and delivered to the Underwriter pursuant hereto or in connection herewith shall be deemed a representation and warranty of the City as to the accuracy of the statements therein made.

(h) Between the date hereof and the time of the Closing, the City shall not, without the prior written consent of the Underwriter, offer or issue in any material amount any bonds, notes or other obligations for borrowed money, or incur any material liabilities, direct or contingent, except in the course of normal business operations of the City or except for such borrowings as may be described in or contemplated by the Official Statement.

(i) The financial statements included in the Annual Comprehensive Financial Report of the City for the fiscal year ended September 30, 2023 fairly represents the receipts, expenditures, assets, liabilities and cash balances of such amounts of the City's Electric Fund as of the date and for the period therein set forth. Except as disclosed in the City Portion to the Official Statement or otherwise disclosed in writing to the Underwriter, there has not been any materially adverse change in the financial condition of the City's Electric Fund or in its electric utility operations since September 30, 2023 and there has been no occurrence, circumstance or combination thereof which is reasonably expected to result in any such materially adverse change.

(j) Except for information which is permitted to be omitted pursuant to Rule 15c2-12(b)(1), the City Portion of the Preliminary Official Statement as of its date and as of the date hereof was and is true and correct in all material respects and did not and does not contain any untrue or misleading statement of a material fact or omit to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

(k) The City Portion of the Official Statement is, as of its date and at all times after the date of the Official Statement up to and including the Closing Date will be, true and correct in all material respects and will not contain any untrue or misleading statement of a material fact or omit to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

(l) If the City Portion of the Official Statement is supplemented or amended, at the time of each supplement or amendment thereto and (unless subsequently again supplemented or amended) at all times subsequent thereto up to and including that date that is 25 days from the "end of the underwriting period" (as defined in Rule 15c2-12), the City Portion of the Official Statement as so supplemented or amended will be true and correct in all material respects and will

not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

(m) If between the date hereof and the end of the underwriting period, any event shall occur which might or would cause the City Portion of the Official Statement, as then supplemented or amended, to contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, the City shall notify the Underwriter thereof, and if, in the opinion of the Underwriter, such event requires the preparation and publication of a supplement or amendment to the City Portion of the Official Statement, the City shall promptly (and in any event before the Closing) prepare and furnish (at the expense of the City) a reasonable number of copies of an amendment of or supplement to the City Portion of the Official Statement in form and substance satisfactory to the Underwriter.

(n) Except as described in the City Portion of the Preliminary Official Statement and the City Portion of the Official Statement, no litigation, proceeding or official investigation of any governmental or judicial body is pending against the Issuer or against any other party of which the City has notice or, to the knowledge of the City, threatened against the City: (i) seeking to restrain or enjoin the issuance, sale or delivery of any of the Bonds, or the payment or collection of any amounts pledged or to be pledged to pay the principal of and interest on the Bonds, (ii) in any way contesting or affecting any authority for the issuance of the Bonds or the validity or binding effect of any of the City Legal Documents, (iii) which is in any way contesting the creation, existence, powers or jurisdiction of the City or the validity or effect of the City Legal Documents or any provision thereof or the application of the proceeds of the Bonds, (iv) contesting in any way the completeness or accuracy of the City Portion of the Preliminary Official Statement or the City Portion of the Official Statement or any supplement or amendment thereto or (v) which, if adversely determined, could materially adversely affect the financial position or operating condition of the City or the transactions contemplated by the Preliminary Official Statement and Official Statement or any of the City Legal Documents. The City shall advise the Underwriter promptly of the institution of any proceedings known to it by any governmental agency prohibiting or otherwise affecting the use of the Preliminary Official Statement or the Official Statement in connection with the offering, sale or distribution of the Bonds.

(o) During the last five years, the City has not failed to materially comply with any previous undertaking relating to continuing disclosure of information pursuant to Rule 15c2-12.

(p) The City, to the best of its knowledge, has never been and is not in default in the payment of principal of, premium, if any, or interest on, or otherwise is not nor has it been in default with respect to, any bonds, notes, or other obligations which it has issued, assumed or guaranteed as to payment of principal, premium, if any, or interest.

All representations, warranties and agreements of the City shall remain operative and in full force and effect, regardless of any investigations made by the Underwriter or on the Underwriters' behalf, and shall survive the delivery of the Bonds.

7. CLOSING.

At 9:00 a.m., Mountain Time, on [September 11], 2024, or at such other time or date as the Underwriter, the Issuer and the City may mutually agree upon as the date and time of the closing (the "Closing Date"), the Issuer will deliver or cause to be delivered to the Underwriter, at the offices of Chapman and Cutler LLP ("Bond Counsel"), 215 State Street, Suite 560, Salt Lake City, Utah 84111, or at such other place as the Underwriter, the Issuer and the City may mutually agree upon, the Bonds, through the facilities of The Depository Trust Company, New York, New York ("DTC"), duly executed and authenticated, and the other documents specified in Section 8. Such delivery shall be referred to herein as the "Closing." At the Closing, (a) upon satisfaction of the conditions herein specified, the Underwriter shall accept the delivery of the Bonds, and pay the purchase price therefor in federal funds payable to the order of the Trustee for the account of the Issuer and (b) the Issuer shall deliver or cause to be delivered the Bonds to the Underwriter through the facilities of DTC in definitive or temporary form, duly executed by the Issuer and in the authorized denominations as specified by the Underwriter at the Closing and the Issuer shall deliver the other documents hereinafter mentioned. The Bonds shall be made available to the Underwriter at least one (1) business day before the Closing Date for purposes of inspection.

8. CONDITIONS PRECEDENT.

The Underwriter has entered into this Purchase Agreement in reliance upon the representations and agreements of the Issuer and the City contained herein and the performance by the Issuer and the City of their obligations hereunder, both as of the date hereof and as of the Closing Date. The Underwriter's obligations under this Purchase Agreement are and shall be subject to the following further conditions:

(a) The representations of the Issuer and the City contained herein shall be true, complete and correct in all material respects on the date of acceptance hereof and on and as of the Closing Date.

(b) At the time of the Closing, the Official Statement, the Authorizing Resolution, the City Approving Resolution, the Issuer's Legal Documents and the City's Legal Documents shall be in full force and effect and shall not have been amended, modified or supplemented except as may have been agreed to in writing by the Underwriter.

(c) The Issuer and the City shall perform or have performed all of their obligations, respectively, required under or specified in the Authorizing Resolution, the City Approving Resolution, the Issuer's Legal Documents, the City's Legal Documents and the Official Statement to be performed at or prior to the Closing.

(d) The Issuer and the City shall have delivered to the Underwriter final Official Statements by the time, and in the numbers, required by Section 3 of this Purchase Agreement.

(e) As of the date hereof and at the time of Closing, all necessary official action of the Issuer relating to the Issuer's Legal Documents and the Official Statement and all necessary official action of the City relating to the City's Legal Documents, shall have been taken and shall be in full force and effect and shall not have been amended, modified or supplemented in any material respect.

(f) After the date hereof, up to and including the time of the Closing, there shall not have occurred any change in or particularly affecting the Issuer, City, the Act, the Authorizing Resolution, the City Approving Resolution, the Issuer's Legal Documents, the City's Legal Documents or the Capacity Payments as the foregoing matters are described in the Preliminary Official Statement and the Official Statement, which in the reasonable professional judgment of the Underwriter materially impairs the investment quality of the Bonds.

(g) At or prior to the Closing, the Underwriter shall receive the following documents (in each case with only such changes as the Underwriter shall approve):

(i) The approving opinion(s) of Bond Counsel relating to the Bonds, dated the Closing Date, substantially in the form attached as Appendix C to the Official Statement, and relating to the enforceability of the Issuer's Legal Documents and the enforceability of the Power Supply Agreement against the City and, if not otherwise directly addressed to the Underwriter, a reliance letter with respect thereto addressed to the Underwriter;

(ii) The supplemental opinion of Bond Counsel, addressed to the Underwriter, dated the Closing Date, to the effect that:

1. This Purchase Agreement has been duly executed and delivered by the Issuer and the City and is a legal, valid and binding obligation of both the Issuer and the City enforceable in accordance with its terms, subject to laws relating to bankruptcy, insolvency, reorganization or creditors' rights generally, to the application of equitable principles, the exercise of judicial discretion and the limitations on legal remedies against public entities in the State;

2. The statements contained in the Preliminary Official Statement and the Official Statement on the cover page and in the sections entitled "SOURCES OF PAYMENT AND SECURITY FOR THE BONDS," "THE BONDS" (other than the information concerning DTC and the book-entry system), "THE POWER SUPPLY AGREEMENT," "THE INDENTURE" and "TAX EXEMPTION," insofar as such statements expressly summarize certain provisions of the Indenture, the Bonds, the Power Supply Agreement and the form and content of such counsel's opinion attached as Appendix C to the Preliminary Official Statement and the Official Statement, are accurate in all material respects; and

3. The Bonds are not subject to the registration requirements of the Securities Act of 1933, as amended (the "1933 Act") and the Indenture is exempt from qualification pursuant to the Trust Indenture Act of 1939, as amended (the "Trust Indenture Act");

(iii) A letter, dated the Closing Date and addressed to the Underwriter, from Chapman and Cutler LLP, Disclosure Counsel, to the effect that, based upon

the information made available to them in the course of their participation in the preparation of the Preliminary Official Statement and the Official Statement and without passing on and without assuming any responsibility for the accuracy, completeness and fairness of the statements in the Preliminary Official Statement and the Official Statement, and having made no independent investigation or verification thereof, nothing has come to their attention which would lead them to believe that the Preliminary Official Statement, as of its date and as of the date hereof, did not and does not, and the Official Statement as of its date and all times subsequent thereto during the period up to and including the Closing Date, does not and will not, contain an untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading in any material respect;

(iv) The opinion of Hawley Troxell Ennis & Hawley, LLP Counsel of the Issuer, dated the date of the Closing and addressed to the Underwriter, to the effect that:

1. The Issuer is an independent public body politic and corporate and a public instrumentality of the State duly organized and existing under the laws of the State.

2. The Authorizing Resolution has been duly adopted at a meeting of the Board of Directors of the Issuer and is in full force and effect and has not been amended, modified or superseded.

3. The Issuer's Legal Documents have been duly authorized, executed and delivered by, and constitute valid and binding agreements of, the Issuer.

4. To the best of such counsel's knowledge after reasonable investigation, the authorization, execution and delivery by the Issuer of the Issuer's Legal Documents, the consummation of the transactions therein contemplated and its performance of and compliance with the provisions thereof do not and will not conflict with or result in a breach of any of the terms or provisions of or constitute a default under any material agreement to which the Issuer is a party or by which it or any of its properties are bound, or any existing law, rule, regulation, or any judgment, order or decree known to those attorneys in this firm who have rendered legal services in connection with the Bonds (after reasonable investigation) or any governmental instrumentality or court having jurisdiction over the Issuer or any of its properties and to the best of our knowledge, no Event of Default, nor any occurrence which but for the passage of time or the giving of notice or both would be an Event of Default, has occurred.

5. All consents, approvals or other actions by or filings with any governmental authority required for the execution and delivery by the Issuer of the Issuer's Legal Documents and the adoption of the Authorizing Resolution and for the performance by the Issuer of the transactions required thereby have been duly obtained or made and are in full force and effect.

6. There is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, government agency, public board or body, pending, or, to the best of my knowledge, threatened, which (a) in any way questions the corporate existence of the Issuer or the titles of the officers of the Issuer to their respective offices, (b) seeks to restrain or enjoin the issuance or delivery of any of the Bonds, (c) in any way contests or affects the validity or enforceability of the Bonds or the Issuer's Legal Documents, or (d) in any way contests the powers of the Issuer or any authority for the issuance of the Bonds.

(v) The opinion of counsel to the Trustee, dated the date of the Closing and addressed to the Underwriter, to the effect that:

1. The Trustee is a national banking association duly organized, validly existing and in good standing under the laws of the United States having full power and authority and being qualified to enter into, accept and administer the trust created under the Indenture to which it is a party and to enter into such Indenture;

2. The Indenture has been duly authorized, executed and delivered by the Trustee and constitutes the legal, valid and binding obligation of the Trustee enforceable against the Trustee in accordance with its terms, except as enforcement thereof may be limited by bankruptcy, insolvency or other laws affecting enforcement of creditors' rights generally and by the application of equitable principles if equitable remedies are sought;

3. The execution, delivery and performance of the Indenture will not conflict with or cause a default under any law, ruling, agreement, administrative regulation or other instrument by which the Trustee is bound;

4. All authorizations and approvals required by law and the articles of association and bylaws of the Trustee in order for the Trustee to execute and deliver and perform its obligations under the Indenture have been obtained; and

5. No action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, regulatory agency, public board or

body, is pending or threatened in any way affecting the existence of the Trustee or the titles of its directors or officers to their respective offices, or seeking to restrain or enjoin the issuance, sale or delivery of the Bonds or the application of proceeds thereof in accordance with the Indenture, or in any way contesting or affecting the Bonds or the Indenture;

(vi) The opinion of Gilmore & Bell, P.C., counsel to the Underwriter, dated the date of the Closing and addressed to the Underwriter, and covering such matters as the Underwriter may reasonably request;

(vii) The opinion of counsel to the City, dated the date of Closing and addressed to the Underwriter, in form and substance satisfactory to the Underwriter, to the effect that:

1. The City has been duly organized and is validly existing under the Constitution and laws of the State, and has all requisite power and authority thereunder: (a) to adopt the City Approving Resolution, and to enter into, execute, deliver and perform its covenants and agreements under the City's Legal Documents; (b) to approve and authorize the use, execution and distribution of the Preliminary Official Statement and the Official Statement; (c) and to carry on its activities as currently conducted, including the operation of its power system (the "System");

2. The City has taken all actions required to be taken by it before the Closing Date material to the transactions contemplated by the documents mentioned in paragraph 1 above, and the City has duly authorized the execution and delivery of, and the due performance of its obligations under, the City's Legal Documents;

3. The City has full power and authority to own and operate the System and to charge fees and rates for services provided thereby.

4. The City possesses all necessary licenses and permits to own and operate the System.

5. The City Approving Resolution was duly adopted by the City Council of the City at a meeting of the City Council which was called and held pursuant to law and with all required notices and in accordance with all applicable open meetings laws and at which a quorum was present and acting at the time of the adoption of the City Approving Resolution;

6. The adoption of the City Approving Resolution, the execution and delivery by the City of the City's Legal Documents and the compliance with the provisions of the City's Legal Documents, do not and will not conflict with or violate in any material respect any

State constitutional, statutory or regulatory provision, or, to the best of such counsel's knowledge after due inquiry, conflict with or constitute on the part of the City a material breach of or default under any agreement or instrument to which the City is a party or by which it is bound;

7. The City's Legal Documents constitute legal, valid and binding obligations of the City and are enforceable according to the terms thereof, except as enforcement thereof may be limited by bankruptcy, insolvency or other laws affecting enforcement of creditors' rights generally, and by the application of equitable principles if equitable remedies are sought, by the exercise of judicial discretion and the limitations on legal remedies against public entities in the State;

8. No litigation is pending or, to the best of such counsel's knowledge after due inquiry, threatened against the Issuer in any court in any way affecting the titles of the officials of the City to their respective positions, or seeking to restrain or to enjoin the execution or delivery of the City's Legal Documents, or the City's ownership or operation of the System, or the collection of revenues from the System, or the City's ability to charge rates or fees for services provided by the System, or in any way contesting or affecting the validity or enforceability of the City Approving Resolution or the City's Legal Documents, or contesting in any way the completeness or accuracy of the City Portion of the Official Statement, or contesting the powers of the City or its authority with respect to the City Approving Resolution or the City's Legal Documents;

9. The information contained in the Preliminary Official Statement, as of its date and as of the date hereof and the Official Statement as of its date and as of the Closing Date and contained in Appendix A thereto does not contain any untrue statement of a material fact and does not omit to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading;

10. To the best of such counsel's knowledge after due inquiry, no authorization, approval, consent or other order of the State or any local agency of the State, other than such authorizations, approvals and consents which have been obtained, is required for the valid authorization, execution and delivery by the City of the City's Legal Documents and the authorization and distribution of the Preliminary Official Statement and the Official Statement (provided that no opinion need be expressed as to any action required under state securities or Blue Sky laws in connection with the purchase of the Bonds by the Underwriter); and

11. To the best of such counsel's knowledge after due inquiry, the City is not in breach of or default under any applicable law or administrative regulation of the State or any applicable judgment or decree or any loan agreement, indenture, bond, note, resolution, agreement or other instrument to which the City is a party or is otherwise subject, which breach or default would materially adversely affect the City's ability to enter into or perform its obligations under the City's Legal Documents, and no event has occurred and is continuing which, with the passage of time or the giving of notice, or both, would constitute a default or an event of default under any such instrument and which would materially adversely affect the Issuer's ability to enter into or perform its obligations under the City's Legal Documents;

(viii) A certificate, dated the Closing Date, signed by an "Authorized Officer" (as defined in the Authorizing Resolution) of the Issuer to the effect that: (a) the representations and agreements of the Issuer contained herein are true and correct in all material respects as of the date of the Closing; (b) the Issuer's Legal Documents have been duly authorized and executed and are in full force and effect; (c) except as described in the Preliminary Official Statement as of its date and as of the date hereof and the Official Statement, no litigation is pending or, to his or her knowledge, threatened (i) seeking to restrain or enjoin the issuance or delivery of any of the Bonds, (ii) in any way contesting or affecting any authority for the issuance of the Bonds or the validity of the Bonds, the Authorizing Resolution or any Issuer's Legal Document, (iii) in any way contesting the creation, existence or powers of the Issuer or the validity or effect of the Act or any provision thereof or the application of the proceeds of the Bonds, or (iv) which, if adversely determined, could materially adversely affect the transactions contemplated by the Preliminary Official Statement as of its date and as of the date hereof and the Official Statement as of its date and as of the Closing Date or any Issuer's Legal Document; and (d) the Issuer Portion of the Official Statement is true and correct in all material respects and does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading;

(ix) A certificate, dated the Closing Date, signed by an Authorized Officer of the City to the effect that: (a) the representations and agreements of the City contained herein are true and correct in all material respects as of the date of the Closing; (b) the City's Legal Documents have been duly authorized and executed and are in full force and effect; (c) except as described in the Preliminary Official Statement as of its date and as of the date hereof and the Official Statement, no litigation is pending or, to his or her knowledge, threatened (i) seeking to restrain or enjoin the issuance or delivery of any of the Bonds, (ii) in any way contesting or affecting any authority for the issuance of the Bonds or the validity of the Bonds, the City Approving Resolution or any City's Legal Document, (iii) in any way contesting the creation, existence or powers of the City or the validity or effect of the Act or any provision thereof or the application of the proceeds of the Bonds, or

(iv) which, if adversely determined, could materially adversely affect the financial position or operating condition of the Issuer or the transactions contemplated by the Preliminary Official Statement as of its date and as of the date hereof and the Official Statement as of its date and as of the Closing Date or any City's Legal Document; and (d) the City Portion of the Official Statement is true and correct in all material respects and does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading;

(x) A certificate, dated the Closing Date, signed by an "Authorized Officer" (as defined in the City Approving Resolution) of the City, in form and substance satisfactory to the Underwriter, to the effect that (i) the financial statements of the City as of September 30, 2023 included in its Annual Comprehensive Financial Report, fairly represent the receipts, expenditures, assets, liabilities and cash balances of such amounts and, insofar as presented, other funds of the Electric Fund as of the dates and for the periods therein set forth and (ii) except as disclosed in the City Portion of the Preliminary Official Statement and the City Portion of the Official Statement, since September 30, 2023, no materially adverse change has occurred, or any development involving a prospective material change, in the financial position or results of operations of the City's Electric Fund and the City has not incurred since September 30, 2023, any material liabilities payable from the revenue of the System other than in the ordinary course of business or as set forth in or contemplated by the Official Statement;

(xi) Executed or certified copies of the Indenture;

(xii) Executed or certified copies of each Issuer's Legal Document and each City's Legal Document;

(xiii) The Tax Exemption Certificate and Agreement of the Issuer and the City, in form satisfactory to Bond Counsel, executed by such officials of the Issuer as shall be satisfactory to the Underwriter;

(xiv) A certified copy of the Authorizing Resolution and the City Approving Resolution;

(xv) Evidence satisfactory to the Underwriter of the assignment of a rating of "[___]" to the Bonds by Fitch Ratings;

(xvi) A certificate of an authorized officer of the Trustee, as trustee, dated as of the Closing Date, to the effect that: (a) the Trustee is a national banking association organized and existing under and by virtue of the laws of the United States, having the full power and being qualified to enter into and perform its duties under the Indenture and to authenticate and deliver the Bonds to the Underwriter; (b) the Trustee is duly authorized to enter into the Indenture and to authenticate and deliver the Bonds to the Underwriter pursuant to the Indenture; (c) when delivered to and paid for by the Underwriter at the Closing, the Bonds will have been duly

authenticated and delivered by the Trustee; (d) the execution and delivery of the Indenture and compliance with the provisions on the Trustee's part contained therein, will not conflict with or constitute a breach of or default under any law, administrative regulation, judgment, decree, loan agreement, indenture, note, resolution, agreement or other instrument to which the Trustee is a party or is otherwise subject (except that no representation, warranty or agreement is made with respect to any federal or state securities or blue sky laws or regulations), which conflict, breach or default would materially impair the ability of the Trustee to perform its obligations under the Indenture, nor will any such execution, delivery, adoption or compliance result in the creation or imposition of any lien, charge or other security interest or encumbrance of any nature whatsoever upon any of the properties or assets held by the Trustee pursuant to the lien created by the Indenture under the terms of any such law, administrative regulation, judgment, decree, loan agreement, indenture, bond, note, resolution, agreement or other instrument, except as provided by the Indenture; and (e) to the best of the knowledge of the Trustee, it has not been served with any action, suit, proceeding, inquiry or investigation in law or in equity, before or by any court, governmental agency, public board or body, nor is any such action or other proceeding threatened against the Trustee, affecting the existence of the Trustee, or the titles of its officers to their respective offices or seeking to prohibit, restrain, or enjoin the execution and delivery of the Bonds or the collection of revenues to be applied to pay the principal, premium, if any, and interest with respect to the Bonds, or the pledge thereof, or in any way contesting or affecting the validity or enforceability of the Indenture, or contesting the powers of the Trustee or its authority to enter into, adopt or perform its obligations under any of the foregoing to which it is a party, wherein an unfavorable decision, ruling or funding would materially adversely affect the validity or enforceability of the Indenture or the power and authority of the Trustee to enter into and perform its duties under the Indenture and to authenticate and deliver the Bonds to or upon the order of the Underwriter;

(xvii) Evidence that a Form 8038-G relating to the Bonds has been executed by the Issuer and will be filed with the Internal Revenue Service (the "IRS") within the applicable time limit;

(xviii) A copy of the Blue Sky Survey with respect to the Bonds;

(xix) A copy of the Issuer's executed Blanket Letter of Representation to The Depository Trust Company; and

(xx) Such additional legal opinions, certificates, proceedings, instruments and other documents as the Underwriter, counsel for the Underwriter or Bond Counsel may reasonably request to evidence compliance by the Issuer with legal requirements, the truth and accuracy, as of the time of Closing, of the representations of the Issuer or the City herein contained and the due performance or satisfaction by the Issuer and the City at or prior to such time of all agreements then to be performed and all conditions then to be satisfied by the Issuer and the

City and all conditions precedent to the issuance of Bonds pursuant to the Indenture shall have been fulfilled.

9. TERMINATION.

If the Issuer or the City shall be unable to satisfy the conditions of the Underwriter's obligations contained in this Purchase Agreement or if the Underwriter's obligations shall be terminated for any reason permitted by this Purchase Agreement, this Purchase Agreement may be cancelled by the Underwriter at, or at any time before, the time of the Closing. Notice of such cancellation shall be given by the Underwriter to the Issuer and the City in writing, or by telephone confirmed in writing. The performance by the Issuer and the City of any and all conditions contained in this Purchase Agreement for the benefit of the Underwriter may be waived by the Underwriter.

(a) The Underwriter shall also have the right, before the time of Closing, to cancel its obligations to purchase the Bonds, by written notice by the Underwriter to the Issuer, if between the date hereof and the time of Closing:

(i) Any event or circumstance occurs or information becomes known, which, in the professional judgment of the Underwriter, makes untrue any statement of a material fact set forth in the Preliminary Official Statement or the Official Statement or results in an omission to state a material fact necessary to make the statements made therein, in the light of the circumstances under which they were made, not misleading; or

(ii) The market for the Bonds or the market prices of the Bonds or the ability of the Underwriter to enforce contracts for the sale of the Bonds shall have been materially and adversely affected, in the professional judgment of the Underwriter, by:

(1) An amendment to the Constitution of the United States or the State shall have been passed or legislation shall have been introduced in or enacted by the Congress of the United States or the legislature of any state having jurisdiction of the subject matter or legislation pending in the Congress of the United States shall have been amended or legislation (whether or not then introduced) shall have been recommended to the Congress of the United States or to any state having jurisdiction of the subject matter or otherwise endorsed for passage (by press release, other form of notice or otherwise) by the President of the United States, the Treasury Department of the United States, the Internal Revenue Service or the Chairman or ranking minority member of the Committee on Finance of the United States Senate or the Committee on Ways and Means of the United States House of Representatives, or legislation shall have been proposed (whether or not then introduced) for consideration by either such Committee by any member thereof or presented as an option for consideration (whether or not then introduced) by either such Committee by the staff of such Committee or by the staff of the joint Committee on Taxation of the Congress of the United States, or legislation shall have been favorably reported for passage to either House of the Congress of the

United States by a Committee of such House to which such legislation has been referred for consideration, or a decision shall have been rendered by a court of the United States or of the State or the Tax Court of the United States, or a ruling shall have been made or a regulation or temporary regulation shall have been proposed or made or any other release or announcement shall have been made by the Treasury Department of the United States, the Internal Revenue Service or other federal or State authority, with respect to federal or State taxation upon revenues or other income of the general character to be derived by the Issuer or upon interest received on obligations of the general character of the Bonds which, in the judgment of the Underwriter, may have the purpose or effect, directly or, indirectly, of affecting the tax status of the Issuer or the City, their property or income, their securities (including the Bonds) or the interest thereon, or any tax exemption granted or authorized by State legislation; or

(2) The declaration of war or engagement in or escalation of military hostilities by the United States or the occurrence of any other national emergency or calamity or terrorism affecting the operation of the government of, or the financial community in, the United States; or

(3) The declaration of a general banking moratorium by federal, New York or State authorities; or

(4) The occurrence of a major financial crisis, a material disruption in commercial banking or securities settlement or clearance services, or a material disruption or deterioration in the fixed income or municipal securities market; or

(5) Additional material restrictions not in force or being enforced as of the date hereof shall have been imposed upon trading in securities generally by any governmental authority or by any national securities exchange; or

(6) The general suspension of trading on any national securities exchange; or

(iii) Legislation enacted, introduced in the Congress or recommended for passage (whether or not then introduced) by the President of the United States, or a decision rendered by a court established under Article III of the Constitution of the United States or by the Tax Court of the United States, or an order, ruling, regulation (final, temporary or proposed) or official statement issued or made by or on behalf of the Securities and Exchange Commission, or any other governmental agency having jurisdiction of the subject matter shall have been made or issued to the effect that the Bonds, other securities of the Issuer or the City or obligations of the general character of the Bonds are not exempt from registration under the 1933 Act, or that the Indenture is not exempt from qualification under the Trust Indenture Act; or

(iv) Any change in or particularly affecting the Issuer, the City, the Act, the Authorizing Resolution, the City Approving Resolution, the Issuer's Legal

Documents, the City's Legal Documents or the Trust Estate as the foregoing matters are described in the Preliminary Official Statement or the Official Statement, which in the professional judgment of the Underwriter materially impairs the investment quality of the Bonds; or

(v) An order, decree or injunction of any court of competent jurisdiction, issued or made to the effect that the issuance, offering or sale of obligations of the general character of the Bonds, or the issuance, offering or sale of the Bonds, including any or all underlying obligations, as contemplated hereby or by the Preliminary Official Statement or the Official Statement, is or would be in violation of any applicable law, rule or regulation, including (without limitation) any provision of applicable federal securities laws as amended and then in effect; or

(vi) A stop order, ruling, regulation or official statement by the SEC or any other governmental agency having jurisdiction of the subject matter shall have been issued or made or any other event occurs, the effect of which is that the issuance, offering or sale of the Bonds, or the execution and delivery of any Issuer's Legal Documents or City's Legal Documents, as contemplated hereby or by the Preliminary Official Statement or the Official Statement, is or would be in violation of any applicable law, rule or regulation, including (without limitation) any provision of applicable federal securities laws, including the 1933 Act, the Securities Exchange Act of 1934 or the Trust Indenture Act, each as amended and as then in effect; or

(vii) Any change or any development involving a prospective change in or affecting the business, properties or financial condition of the City, except for changes which the Preliminary Official Statement and Official Statement discloses are expected to occur; or

(viii) Any litigation shall be instituted or be pending at the time of the Closing to restrain or enjoin the issuance, sale or delivery of the Bonds, or in any way contesting or affecting any authority for or the validity of the proceedings authorizing and approving the Act, the Authorizing Resolution, the City Approving Resolution, the Issuer's Legal Documents, the City's Legal Documents or the existence or powers of the Issuer or the City with respect to their obligations under the Issuer's Legal Documents or the City's Legal Documents, as appropriate; or

(ix) A reduction or withdrawal in any of the assigned ratings on the Bonds, or, as of the Closing Date, the failure by any of the rating agencies identified in the Preliminary Official Statement to assign the ratings described in the Preliminary Official Statement to the Bonds.

10. AMENDMENTS TO OFFICIAL STATEMENT.

During the period commencing on the Closing Date and ending twenty-five (25) days from the end of the underwriting period, the Issuer and the City shall advise the Underwriter if any event

relating to or affecting the Official Statement shall occur as a result of which it may be necessary or appropriate to amend or supplement the Official Statement in order to make the Official Statement not misleading in light of the circumstances existing at the time it is delivered to a purchaser or "potential customer" (as defined for purposes of Rule 15c2-12). If the Official Statement is supplemented or amended, at the time of each supplement or amendment thereto and at all times subsequent thereto up to and including that date that is 25 days from the end of the "underwriting period" (as defined in Rule 15c2-12), the Official Statement as supplemented or amended will not contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading and shall amend or supplement the Official Statement (in form and substance satisfactory to counsel for the Underwriter) so that the Official Statement will not contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading.

11. EXPENSES.

All expenses and costs of the Issuer incident to the performance of its obligations in connection with the authorization, issuance and sale of the Bonds to the Underwriter, including the costs of printing or reproduction of the Bonds, the Issuer's Legal Documents, the City's Legal Documents and the Official Statement in reasonable quantities, fees of consultants, fees of rating agencies, advertising expenses, fees and expenses of the Trustee and its counsel and fees and expenses of counsel to the Issuer and the City and Bond Counsel, shall be paid by the Issuer from the proceeds of the Bonds or other revenues of the Issuer. The Issuer shall be solely responsible for and shall pay for any expenses incurred by the Underwriter on behalf of the Issuer's employees and representatives which are incidental to implementing this Purchase Agreement, including, but not limited to, meals, transportation, lodging, and entertainment of those employees and representatives. All other expenses and costs of the Underwriter incurred under or pursuant to this Purchase Agreement, including, without limitation, the cost of preparing this Purchase Agreement and other Underwriter documents, travel expenses and the fees and expenses of counsel to the Underwriter, shall be paid by the Underwriter (which may be included as an expense component of the Underwriter's discount).

12. USE OF DOCUMENTS.

The Issuer and the City hereby authorize the Underwriter to use, in connection with the public offering and sale of the Bonds, this Purchase Agreement, the Preliminary Official Statement, the Official Statement, the Issuer's Legal Documents, the City's Legal Documents, and the information contained herein and therein.

13. QUALIFICATION OF SECURITIES.

The Issuer and the City will furnish such information, execute such instruments and take such other action in cooperation with the Underwriter as the Underwriter may reasonably request to qualify the Bonds for offer and sale under the Blue Sky or other securities laws and regulations of such states and other jurisdictions of the United States as the Underwriter may designate and to provide for the continuance of such qualification; *provided, however,* that neither the Issuer nor

the City will be required to qualify as a foreign corporation or to file any general or special consents to service of process under the laws of any state.

14. NOTICES.

Any notice or other communication to be given to the Issuer under this Purchase Agreement may be given by delivering the same in writing to The Idaho Energy Resources Authority, P.O. Box 1617, Boise, Idaho 83701-1617; any such notice or other communication to be given to the City may be given by delivering the same in writing to (a) City of Idaho Falls, 308 Constitution Way, Idaho Falls, Idaho 83402, Attention: Mayor and City Attorney, and (b) City of Idaho Falls c/o Idaho Falls Power, 140 South Capital Avenue, Idaho Falls, Idaho 83402, Attention: Director; and any such notice or other communication to be given to the Underwriter may be given by delivering the same in writing to BofA Securities, Inc., 315 Montgomery Street, 1st Floor, San Francisco, California 94104.

15. BENEFIT.

This Purchase Agreement is made solely for the benefit of the Issuer, the City and the Underwriter (including their successors or assigns) and no other person, partnership, association or corporation shall acquire or have any right hereunder or by virtue hereof. Except as otherwise expressly provided herein, all of the agreements and representations of the Issuer and the City contained in this Purchase Agreement and in any certificates delivered pursuant hereto shall remain operative and in full force and effect regardless of: (i) any investigation made by or on behalf of the Underwriter; (ii) delivery of and payment for the Bonds hereunder; or (iii) any termination of this Purchase Agreement, other than pursuant to Section 9 (and in all events the agreements of the Issuer pursuant to Section 10 hereof shall remain in full force and effect notwithstanding the termination of this Purchase Agreement under Section 9 hereof).

16. GOVERNING LAW.

THIS PURCHASE AGREEMENT SHALL BE DEEMED TO BE A CONTRACT UNDER, AND FOR ALL PURPOSES SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO CHOICE OF LAW RULES (OTHER THAN NEW YORK GENERAL OBLIGATIONS LAWS SECTION 5-1401 AND 5-1402); PROVIDED, HOWEVER, THAT THE OBLIGATION OF THE ISSUER AND THE CITY AND THEIR RESPECTIVE AUTHORITIES TO ENTER INTO THIS PURCHASE AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE.

17. WAIVER OF JURY TRIAL.

THE ISSUER AND THE CITY HEREBY IRREVOCABLY WAIVE TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS PURCHASE AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

18. MISCELLANEOUS.

This Purchase Agreement contains the entire agreement between the parties relating to the subject matter hereof and supersedes all oral statements, prior writings and representations with respect thereto.

19. CERTIFICATIONS REQUIRED BY IDAHO LAW.

(a) The Underwriter hereby certifies, pursuant to Section 67-2346, Idaho Code, that the Underwriter, including all wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of those entities or business associations, is not currently engaged in, and will not for the duration of this Purchase Agreement engage in, a boycott of goods or services from Israel or territories under its control. The terms in this Section defined in Section 67-2346, Idaho Code, shall have the meanings set forth therein.

(b) The Underwriter hereby certifies, pursuant to Section 67-2359, Idaho Code, that the Underwriter, including all wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of those entities or business associations, is not currently owned or operated by the Government of China and will not for the duration of this Purchase Agreement be owned or operated by the Government of China. The terms in this Section defined in Section 67-2359, Idaho Code, shall have the meanings set forth therein.

(c) The Underwriter hereby certifies, pursuant to Section 67-2347A, Idaho Code, that the Underwriter, including all wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of those entities or business associations, is not currently engaged in, and will not for the duration of this Purchase Agreement engage in, a boycott of any individual or company because the individual or company: (i) engages in or supports the exploration, production, utilization, transportation, sale, or manufacture of fossil fuel-based energy, timber, minerals, hydroelectric power, nuclear energy, or agriculture; or (ii) engages in or supports the manufacture, distribution, sale, or use of firearms, as defined in Section 18-3302(2)(d), Idaho Code. The terms in this Section defined in Section 67-2347A, Idaho Code, shall have the meanings set forth therein.

This Purchase Agreement may be executed in several counterparts, each of which shall be deemed an original hereof.

Very truly yours,
Approved and Agreed to: August [___], 2024

BOFA SECURITIES, INC.,
as Underwriter

By:_____

Approved and Agreed to: August [___], 2024

IDAHO ENERGY RESOURCES AUTHORITY,
as Issuer

By:_____

Its:_____

Approved and Agreed to: August [___], 2024

CITY OF IDAHO FALLS, IDAHO

By:_____
Mayor

SCHEDULE I

Maturities, Principal Amounts, Interest Rates, Yields and Prices

Due (September 15)	Principal Amount	Interest Rate	Yield	Price	Pricing Rule

_____

[* General Rule Maturities.]
[** Hold-the-Offering-Price Maturities.]

EXHIBIT A

CONSOLIDATED FORM

$[PAR]
IDAHO ENERGY RESOURCES AUTHORITY

Power Supply Revenue Bonds

(Idaho Falls Power Project) Series 2024

ISSUE PRICE CERTIFICATE

The undersigned, on behalf of BofA Securities, Inc. ("BofA Securities") hereby certifies as set forth below with respect to the sale and issuance of the above-captioned obligations (the "Bonds").

1. ***Sale of the General Rule Maturities***. As of the date of this certificate, for each Maturity of the General Rule Maturities, the first price at which at least 10% of such Maturity of the Bonds was sold to the Public is the respective price listed in Schedule A.

2. ***Initial Offering Price of the Bonds Hold-the-Offering-Price Maturities***.

(a) BofA Securities offered the Hold-the-Offering-Price Maturities to the Public for purchase at the respective initial offering prices listed in Schedule A (the "Initial Offering Prices") on or before the Sale Date. A copy of the pricing wire or equivalent communication for the Bonds is attached to this certificate as Schedule B.

(b) As set forth in the Bond Purchase Agreement, BofA Securities has agreed in writing that, (i) for each Maturity of the Hold-the-Offering-Price Maturities, it would neither offer nor sell any of the unsold Bonds of such Maturity to any person at a price that is higher than the Initial Offering Price for such Maturity during the Holding Period for such Maturity (the "hold-the-offering-price rule"), and (ii) any selling group agreement shall contain the agreement of each dealer who is a member of the selling group, and any retail distribution agreement shall contain the agreement of each broker-dealer who is a party to the retail distribution agreement, to comply with the hold-the-offering-price rule. BofA Securities has not offered or sold any unsold Bonds of any Maturity of the Hold-the-Offering-Price Maturities at a price that is higher than the respective Initial Offering Price for that Maturity of the Bonds during the Holding Period.

3. ***Defined Terms***.

(a) *General Rule Maturities* means those Maturities of the Bonds listed in Schedule A hereto as the "General Rule Maturities."

(b) *Hold-the-Offering-Price Maturities* means those Maturities of the Bonds listed in Schedule A hereto as the "Hold-the-Offering-Price Maturities."

(c) *Holding Period* means, with respect to a Hold-the-Offering-Price Maturity, the period starting on the Sale Date and ending on the earlier of (i) the close of the fifth business day after the Sale Date (August [___], 2024), or (ii) the date on which BofA Securities has sold at least 10% of such Hold-the-Offering-Price Maturity to the Public at prices that are no higher than the Initial Offering Price for such Hold-the-Offering-Price Maturity.

(d) *Issuer* means The Idaho Energy Resources Authority.

(e) *Maturity* means Bonds with the same credit and payment terms. Bonds with different maturity dates, or Bonds with the same maturity date but different stated interest rates, are treated as separate maturities.

(f) *Public* means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter or a related party to an Underwriter. The term "related party" for purposes of this certificate means any two or more persons who have greater than 50 percent common ownership, directly or indirectly.

(g) *Sale Date* means the first day on which there is a binding contract in writing for the sale of a Maturity of the Bonds. The Sale Date of the Bonds is August [___], 2024.

(h) *Underwriter* means (i) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Bonds to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the Public).

The representations set forth in this certificate are limited to factual matters only. Nothing in this certificate represents BofA Securities interpretation of any laws, including specifically Sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder. The undersigned understands that the foregoing information will be relied upon by the Issuer and the City with respect to certain of the representations set forth in the Tax Certificate and with respect to compliance with the federal income tax rules affecting the Bonds, and by Chapman and Cutler LLP, in connection with rendering its opinion that the interest on the Bonds is excluded from gross income for federal income tax purposes, the preparation of Internal Revenue Service Form 8038-G, and other federal income tax advice it may give to the Issuer and the City from time to time relating to the Bonds.

BOFA SECURITIES, INC.

By: _____
Name: _____
Dated: _____, 2024.

SCHEDULE A

SALE PRICES OF THE GENERAL RULE MATURITIES AND INITIAL OFFERING PRICES OF THE HOLD-THE-OFFERING-PRICE MATURITIES

Due (September 15)	Principal Amount	Interest Rate	Yield	Price	Pricing Rule

_____

[* General Rule Maturities.]
[** Hold-the-Offering-Price Maturities.]

SCHEDULE B

PRICING WIRE OR EQUIVALENT COMMUNICATION

(*Attached*)

TAX EXEMPTION CERTIFICATE AND AGREEMENT

$_____ AGGREGATE PRINCIPAL AMOUNT OF
POWER SUPPLY REVENUE BONDS (IDAHO FALLS POWER PROJECT), SERIES 2024

IDAHO ENERGY RESOURCES AUTHORITY

CITY OF IDAHO FALLS, IDAHO

and

ZIONS BANCORPORATION, NATIONAL ASSOCIATION
as Trustee

September __, 2024

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TAX EXEMPTION CERTIFICATE AND AGREEMENT

The undersigned are a duly qualified officer of the Idaho Energy Resources Authority (the *"Issuer"*) charged, with others, with the responsibility for executing and delivering the bonds described on the cover page of this tax agreement (the *"Bonds"*), a duly qualified officer of the City of Idaho Falls, Idaho, a municipal corporation and a public body of the State of Idaho (the *"City"*) charged with others with the operation and use of electric transmission facilities of the City and a duly qualified officer of Zions Bancorporation, National Association (the *"Trustee"*), charged, with others, with responsibility concerning the investment of and expenditure of the proceeds of the Bonds and record keeping with respect thereto under the Indenture of Trust (the *"Indenture"*) dated as of September 1, 2024, by and between the Issuer and the Trustee securing the Bonds. Certain terms are defined in Article I hereof. Terms used herein and not defined in Article I shall have the meanings given to them in the Indenture.

One purpose of executing this Tax Agreement is to set forth various facts regarding the Bonds and to establish the expectations of the Issuer and the City as to future events regarding the Bonds and the use of Bond proceeds. The certifications, covenants and representations contained herein (except for Section 7.10 of this Tax Agreement) are made on behalf of the Issuer, the City and the Trustee for the benefit of the owners from time to time of the Bonds.

The Issuer and the City hereby each covenants that it will not take any action, omit to take any action or permit the taking or omission of any action within its control (including, without limitation, making or permitting any use of the proceeds of the Bonds) if taking, permitting or omitting to take such action would cause any of the Bonds to be an arbitrage bond or a private activity bond within the meaning of the Code or would otherwise cause the interest on the Bonds to be included in the gross income of the recipients thereof for federal income tax purposes. The Issuer acknowledges that, in the event of an examination by the Internal Revenue Service of the Bonds, under present rules, the Issuer may be treated as a "taxpayer" in such examination and agrees that it will respond in a commercially reasonable manner to any inquiries from the Internal Revenue Service in connection with such an examination and to keep the City reasonably informed about any such inquiries. The City agrees to cooperate with the Issuer in responding to any such inquiries and to cover reasonable costs of such response.

The Trustee is executing and delivering this Tax Agreement solely for the purposes of acknowledging the matters set forth herein, and being bound to undertake the duties and responsibilities set forth with respect to the Trustee relating only to amounts held under the Indenture in the following Articles and Sections (including all Exhibits and Appendices referred to therein) of this Tax Agreement: Sections 2.7 and 2.9, Article III, Sections 4.1, 4.2, 4.3, 5.2, 5.3, 5.4, 7.1, 7.8, 7.9, 7.11, 7.12, 7.13, 7.14, 7.16 and 7.17. With respect to matters set forth in the remaining Sections of this Tax Agreement, and with respect to amounts not held under the Indenture the Trustee has made no investigations, makes no representations and undertakes no duties or responsibilities.

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ARTICLE I

DEFINITIONS

In addition to such other words and terms used and defined in this Tax Agreement, the following words and terms used in this Tax Agreement shall have the following meanings unless, in either case, the context or use clearly indicates another or different meaning is intended:

"Affiliated Person" means a Person that is affiliated with another Person (including the Issuer) because either (a) at any time during the six months prior to the execution and delivery of the Bonds, more than five percent of the voting power of the governing body of either Person is in the aggregate vested in the other Person and its directors, officers, owners, and employees, or (b) during the one-year period beginning six months prior to the execution and delivery of the Bonds, the composition of the governing body of the Person (or any Person that controls the Person) is modified or established to reflect (directly or indirectly) representation of the interests of the other Person (or there is an agreement, understanding, or arrangement relating to such a modification or establishment during that one-year period).

"Bond Counsel" means Chapman and Cutler LLP or any other nationally recognized firm of attorneys experienced in the field of municipal bonds whose opinions are generally accepted by purchasers of municipal bonds.

"Bond Fund" means the Bond Fund created and held under the Indenture.

"Bonds" means the obligations of the Issuer described on the cover page of the Tax Agreement.

"Capital Expenditures" means costs of a type that would be properly chargeable to a capital account under the Code (or would be so chargeable with a proper election) under federal income tax principles if the Issuer were treated as a corporation subject to federal income taxation, taking into account the definition of Placed-in-Service set forth herein.

"City" is defined in the preamble to this Tax Agreement.

"Closing" means the date of this Tax Agreement, which is the first date on which the Issuer is receiving the purchase price for the Bonds.

"Code" means the Internal Revenue Code of 1986.

"Commingled Fund" means any fund or account containing both Gross Proceeds and an amount in excess of $25,000 that are not Gross Proceeds, if the amounts in the fund or account are invested and accounted for collectively, without regard to the source of funds deposited in the fund or account. An open-ended regulated investment company under Section 851 of the Code is not a Commingled Fund.

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"Control" means the possession, directly or indirectly through others, of either of the following discretionary and non-ministerial rights or powers over another entity:

(a) to approve and to remove without cause a controlling portion of the governing body of a Controlled Entity; or

(b) to require the use of funds or assets of a Controlled Entity for any purpose.

"Controlled Entity" means any entity or one of a group of entities that is subject to Control by a Controlling Entity or group of Controlling Entities.

"Controlled Group" means a group of entities directly or indirectly subject to Control by the same entity or group of entities. A Controlled Group includes the entity that has Control of the other entities.

"Controlling Entity" means any entity or one of a group of entities directly or indirectly having Control of any entities or group of entities.

"Costs of Issuance" means the costs of issuing the Bonds, including underwriter's discount and legal fees.

"Costs of Issuance Fund" means Project Fund.

"External Commingled Fund" means a Commingled Fund in which the Issuer and all members of the same Controlled Group as the Issuer own, in the aggregate, not more than ten percent of the beneficial interests.

"First Sale Price" means, for Bonds of any Maturity, the first price, at which at least ten percent of the Bonds of that Maturity were sold to the Public.

"GIC" means (a) any investment that has specifically negotiated withdrawal or reinvestment provisions and a specifically negotiated interest rate and (b) any agreement to supply investments on two or more future dates (*e.g.,* a forward supply contract).

"Gross Proceeds" means amounts in the funds listed on *Exhibit E* hereto.

"Indenture" means the Indenture of Trust by and between the Issuer and the Trustee dated as of September 1, 2024 securing the Bonds.

"Issue Price" of Bonds within any Maturity is determined as provided in Section 5.1, and for Bonds issued for money generally means the first price at which at least 10% the Bonds of that group are sold to the Public unless another rule for determining the Issue Price of such Bonds has been chosen by the Issuer as provided in Section 5.1. The *"Issue Price"* of any Bonds issued for property other than cash or marketable securities is determined under appropriate regulations.

"Issuer" is defined in the preamble to this Tax Agreement.

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"Maturity" means a group of all Bonds with the same credit and payment terms. All Bonds in a Maturity will have the same coupon, the same maturity date, and the same redemption provisions.

"Person" means and includes any individual, body politic, governmental unit, agency or authority, trust, estate, partnership, association, company, corporation, joint-stock company, syndicate, group, pool, joint venture, other unincorporated organization or group, or group of any of the above.

"Placed-in-Service" means the date on which, based on all facts and circumstances (a) a facility has reached a degree of completion that would permit its operation at substantially its design level and (b) the facility is, in fact, in operation at such level.

"Preliminary Expenditures" means architectural, engineering, surveying, soil testing, Costs of Issuance and similar costs that were incurred prior to commencement of construction, rehabilitation or acquisition of the Project, but do not include any costs related to land acquisition, site preparation and similar costs incident to commencement of construction.

"Private Business Use" means any use of the Project by any Person (including the federal government) other than a state or local governmental unit, including as a result of (i) ownership, (ii) actual or beneficial use pursuant to a lease or a management, service, incentive payment, research or output contract or (iii) any other similar arrangement, agreement or understanding, whether written or oral, except for use of the Project on the same basis as the general public. Private Business Use includes any formal or informal arrangement with any Person other than a state or local governmental unit (i) that conveys special legal entitlements to any portion of the Project, or (ii) under which any Person other than a state or local governmental unit has any special economic benefit with respect to any portion of the Project that is not available for use by the general public.

"Project" means all property financed, refinanced or reimbursed with Sale Proceeds (including investment earnings) of the Bonds, including in particular:

(i) a 12,000 square foot pre-engineered metal building that will also include associated maintenance, office, and meeting spaces;

(ii) seven Caterpillar generators with a nameplate generation capacity of 17.5 megawatts that will be fueled by natural gas, with the capability to run on a 25% hydrogen blend; and

(iii) a 7,000 sq ft storage building near the generation facility, which will also offer outside storage space for the City.

"Project Fund" means the Project Fund created and held under the Indenture.

"Public" means any person, other than the Issuer or an Underwriter, that is not related to (i) the Issuer or (ii) an Underwriter (including any person that agrees pursuant to a written contract

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with the Issuer, the Purchaser or another Underwriter to participate in the initial sale of Bonds to the Public).

"Purchaser" means BofA Securities, Inc., the purchaser of the Bonds from the Issuer.

"Qualified Administrative Costs of Investments" means (a) reasonable, direct administrative costs (other than carrying costs) such as separately stated brokerage or selling commissions, but not legal and accounting fees, recordkeeping, custody and similar costs; or (b) all reasonable administrative costs, direct or indirect, incurred by a publicly offered regulated investment company or an External Commingled Fund.

"Qualified Tax-Exempt Obligations" means (a) any obligation described in Section 103(a) of the Code, the interest on which is excludable from gross income of any owner thereof for federal income tax purposes and is not an item of tax preference for purposes of the alternative minimum tax imposed on individuals by Section 55 of the Code; (b) an interest in a regulated investment company to the extent that at least ninety-five percent of the income to the holder of the interest is interest that is excludable from gross income under Section 103 of the Code of any owner thereof for federal income tax purposes and is not an item of tax preference for purposes of the alternative minimum tax imposed on individuals by Section 55 of the Code; and (c) certificates of indebtedness issued by the United States Treasury pursuant to the Demand Deposit State and Local Government Series program described in 31 C.F.R. pt. 344 (this clause (c) applies only to demand deposit SLGS, not to other types of SLGS).

"Rebate Fund" means the fund, if any, identified and defined in Section 4.1 herein.

"Rebate Provisions" means the rebate requirements contained in Section 148(f) of the Code and in the Regulations.

"Regulations" means United States Treasury Regulations dealing with the tax-exempt bond provisions of the Code.

"Reimbursed Expenditures" means any expenditures of the Issuer paid prior to Closing to which Sale Proceeds or investment earnings thereon are or will be allocated.

"Reimbursement Allocation" means the act of allocating in writing the amount of Sale Proceeds indicated on *Exhibit A* to reimburse Reimbursed Expenditures.

"Resolution" means Resolution No. 2024-__ of the Issuer authorizing the issuance of the Bonds.

"Sale Date" for any Bond means August __, 2024, the first day on which there is a binding contract in writing for the sale or exchange of the Bond.

"Sale Proceeds" means amounts actually or constructively received from the sale of the Bonds, including (a) amounts used to pay underwriter's discount or compensation, (b) accrued interest, other than accrued interest for a period not greater than one year before Closing but only

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if it is to be paid within one year after Closing and (c) amounts derived from the sale of any right that is part of the terms of a Bond or is otherwise associated with a Bond (*e.g.,* a redemption right).

"Tax Agreement" means this Tax Exemption Certificate and Agreement, including all exhibits, together with any amendments made pursuant to Section 7.9 of this Tax Exemption Certificate and Agreement, but not including any post-issuance compliance policy referenced in or attached to this Tax Agreement.

"Trustee" is defined in the preamble to this Tax Agreement.

"Underwriter" means any person that agrees pursuant to a written contract with the Issuer or the Purchaser or another Underwriter to participate in the initial sale of Bonds to the Public and includes the Purchaser if the purchaser is not purchasing the Bonds as an investor.

"Yield" means that discount rate which when used in computing the present value of all payments of principal and interest paid and to be paid on an obligation produces an amount equal to the obligation's purchase price (or in the case of the Bonds, the Issue Price as established in Section 5.1), including accrued interest. For purposes of computing the Yield on the Bonds and on investments, the same compounding interval (which must be an interval of not more than one year) and standard financial conventions (such as a 360-day year) must be used.

"Yield Reduction Payment" means a rebate payment, or any other amount paid to the United States in the same manner as rebate amounts are required to be paid or at such other time or in such manner as the Internal Revenue Service may prescribe that will be treated as a reduction in Yield of an investment under the Regulations.

ARTICLE II

DESCRIPTION OF PROJECT

Section 2.1. Purpose of the Bonds. The Bonds are being issued to finance the Project in a prudent manner consistent with the revenue needs of the Issuer. A breakdown of the sources and uses of funds is attached as *Exhibit A*. At least 75% of (i) Sale Proceeds plus (ii) all investment earnings thereon during the period ending on the date of completion of the Project, less (iii) Costs of Issuance paid from Sale Proceeds or investment earnings thereon, are expected to be used for construction purposes with respect to property owned by a governmental unit.

Section 2.2. The Project — Binding Commitment and Timing. The Issuer has incurred or will, within six months of the Closing, incur a substantial binding obligation (not subject to contingencies within the control of the Issuer or any member of the same Controlled Group as the Issuer) to a third party to expend at least five percent of the Sale Proceeds on the Project. It is expected that the work of acquiring and constructing the Project and the expenditure of amounts deposited into the Project Fund will continue to proceed with due diligence through the last date shown in *Exhibit B*, which is no later than three years after Closing, at which time it is anticipated that all Sale Proceeds and investment earnings thereon will have been spent.

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It is expected that the Sale Proceeds deposited into the Project Fund, plus investment earnings on the Project Fund will be spent to pay costs of the Project, including any capitalized interest on the Bonds, in accordance with the estimated drawdown schedule contained in *Exhibit B*.

Estimated total investment income as set forth in *Exhibit B* has been calculated on the basis of the Issuer's expected overall investment rate on amounts in the Project Fund, assuming that (a) the costs of the Project are drawn down in accordance with the schedules contained in *Exhibit B* and (b) Costs of Issuance will be drawn down during the three-month period after Closing. The foregoing assumptions represent the Issuer's best estimate, as of this date, of the drawdown schedules of and investment earnings on the Sale Proceeds and investment earnings thereon.

Section 2.3. Reimbursement. Except for Reimbursed Expenditures, as identified on *Exhibit A*, none of the Sale Proceeds or investment earnings thereon will be used to reimburse the Issuer for an expenditure paid prior to the date of Closing.

The Issuer is making the Reimbursement Allocation to allocate a portion of the Sale Proceeds to the Reimbursed Expenditures incurred in connection with acquiring, constructing, renovating, improving and equipping the Project and will, after such Reimbursement Allocation, treat such proceeds as being spent. In support of the Reimbursement Allocation, the Issuer represents as follows:

(a) Except as described in (f) below, the Issuer declared an official intent to reimburse such expenditures on December 15, 2021, not later than 60 days after the date such expenditures were paid. At the time the official intent described above was declared, the Issuer reasonably expected to pay or reimburse the non-Preliminary Expenditures related thereto with the proceeds of a future borrowing. A copy of the declaration of such intent is set forth as or referenced in *Exhibit I*, attached hereto. With respect to expenditures paid within the 60-day period ending on this date and with respect to which no declaration of intent was previously made, the Issuer hereby declares its intent to reimburse such expenditures as identified in *Exhibit A* and in the description of the Project contained herein. The Issuer hereby allocates Sale Proceeds in the amount indicated on *Exhibit A* to reimburse the Reimbursed Expenditures.

(b) Except as described in (f) below, the Closing is within 18 months after the later of (i) the first date on which a Reimbursed Expenditure was paid or (ii) the first date on which the property relating to a Reimbursed Expenditure was Placed-in-Service or abandoned, but in no event more than three years after the first date on which a Reimbursed Expenditure was paid.

(c) All Reimbursed Expenditures represent Capital Expenditures or Costs of Issuance.

(d) The Issuer acknowledges that if within one year after Closing the Issuer deposits any money or other property into any fund or account (other than amounts deposited into a bona fide debt service fund) to pay principal of or interest on the Bonds or any other tax-exempt obligations, qualified tax credit bonds or direct pay bonds in an

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amount corresponding to Gross Proceeds used to reimburse a Reimbursed Expenditure (unless such money or other property constitutes proceeds of a borrowing by the Issuer), it may adversely affect the tax-exempt status of the Bonds. As used herein, *"qualified tax credit bonds"* means any qualified tax credit bond (as defined in former Section 54A(d) of the Code) or any "build America bond" that is not a qualified bond under Section 6431 of the Code and *"direct pay bonds"* means any bond treated as a qualified bond as defined in Section 6431 of the Code. The Issuer further acknowledges that, it has covenanted not to take any action that would cause interest on the Bonds to become includable in the gross income of the holders thereof for federal income tax purposes.

(e) No Reimbursement Allocation will employ any action that results in the Issuer issuing more Bonds, issuing Bonds earlier, or allowing Bonds to remain outstanding longer than is reasonably necessary to accomplish the governmental purposes of the Bonds, based upon all of the facts and circumstances.

(f) The restrictions in (a) and (b) above do not apply to (i) an amount of Preliminary Expenditures that does not exceed 20% of the Sale Proceeds being used to finance the portion of the Project with respect to which the Preliminary Expenditures were incurred and (ii) Costs of Issuance or (iii) an amount not in excess of the lesser of $100,000 or five percent of the Sale Proceeds.

(g) None of the Reimbursed Expenditures have been previously paid with proceeds of debt.

Section 2.4. Working Capital. All Sale Proceeds and investment earnings thereon will be used, directly or indirectly, to finance Capital Expenditures other than amounts spent for the following:

(a) working capital expenditures directly related to Capital Expenditures financed by the Bonds, in an amount not to exceed five percent of the Sale Proceeds;

(b) payments of interest on the Bonds for a period commencing at Closing and ending on the later of the date three years after Closing or one year after the date on which the Project is Placed-in-Service;

(c) Costs of Issuance and Qualified Administrative Costs of Investments;

(d) payments of rebate or Yield Reduction Payments made to the United States; and

(e) principal of or interest on the Bonds paid from unexpected excess Sale Proceeds and investment earnings thereon.

Section 2.5. Consequences of Contrary Expenditure. The Issuer acknowledges that if Sale Proceeds and investment earnings thereon are spent for non-Capital Expenditures other than as permitted by Section 2.4 hereof, a like amount of then available funds of the Issuer will be treated as unspent Sale Proceeds.

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Section 2.6. Payments to Issuer or Related Persons. The City and the Issuer acknowledge that if Sale Proceeds or investment earnings thereon are transferred to or paid to the City, the Issuer or any member of the same Controlled Group as the City or the Issuer, those amounts will not be treated as having been spent for federal income tax purposes. However, Sale Proceeds or investment earnings thereon will be allocated to expenditures for federal income tax purposes if the City or the Issuer uses such amounts to reimburse itself for amounts paid to Persons other than the City or the Issuer or any member of the same Controlled Group as the City or the Issuer, *provided* that the original expenditures were paid on or after Closing or are permitted under Section 2.3 of this Tax Agreement, and provided that the original expenditures were not otherwise paid out of Sale Proceeds or investment earnings thereon or the proceeds of any other borrowing. Any Sale Proceeds or investment earnings thereon that are transferred to or paid to the Issuer or any member of the same Controlled Group as the Issuer (other than as reimbursement permitted by Section 2.3 of this Tax Agreement) will remain Sale Proceeds or investment earnings thereon, and thus Gross Proceeds, until such amounts are allocated to expenditures for federal income tax purposes. If the Issuer does not otherwise allocate any such amounts to expenditures for the Project or other expenditures permitted under this Tax Agreement, any such amounts will be allocated for federal income tax purposes to the next expenditures, not otherwise paid out of Sale Proceeds or investment earnings thereon or the proceeds of any other borrowing, for interest on the Bonds prior to the later of the date three years after Closing or one year after the date on which the Project is Placed-in-Service. The Issuer will consistently follow this accounting method for federal income tax purposes.

Section 2.7. Investment of Bond Proceeds. Not more than 50% of the Sale Proceeds and investment earnings thereon are or will be invested in investments (other than Qualified Tax-exempt Obligations) having a Yield that is substantially guaranteed for four years or more. No portion of the Bonds is being issued solely for the purpose of investing a portion of Sale Proceeds or investment earnings thereon at a Yield higher than the Yield on the Bonds.

Section 2.8. No Grants. None of the Sale Proceeds or investment earnings thereon will be used to make grants to any person.

Section 2.9. Hedges. None of the City, the Issuer or any member of the same Controlled Group as the City or the Issuer has entered into or expects to enter into any hedge (*e.g.,* an interest rate swap, interest rate cap, futures contract, forward contract or an option) with respect to the Bonds. The City and the Issuer acknowledge that any such hedge could affect, among other things, the calculation of Bond Yield under the Regulations. The Internal Revenue Service could recalculate Bond Yield if the failure to account for the hedge fails to clearly reflect the economic substance of the transaction. The City and the Issuer acknowledge that if the City or the Issuer wish to take any such hedge into account in determining Bond Yield, various requirements under the Regulations, including prompt identification of the hedge with the Bonds on the Issuer's books and records, need to be met.

The Issuer and the City also acknowledge that if the City or the Issuer acquires a hedging contract with an investment element (including, *e.g.,* an off-market swap agreement, or any cap agreement for which all or a portion of the premium is paid at, or before the effective date of the cap agreement), then a portion of such hedging contract may be treated as an investment of Gross

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Proceeds of the Bonds and be subject to the fair market purchase price rules, rebate and Yield restriction. The City and the Issuer agree not to use proceeds of the Bonds to pay for any such hedging contract in whole or in part. The City and the Issuer also each agrees that it will not give any assurances to any Bond holder, or any credit or liquidity enhancer with respect to the Bonds that any such hedging contract will be entered into or maintained. The City and the Issuer recognize that if a portion of a hedging contract is determined to be an investment of Gross Proceeds, such portion may not be fairly priced even if the hedging contract as a whole is fairly priced.

Section 2.10. Internal Revenue Service Audits. The Internal Revenue Service has not contacted the Issuer or the City regarding any obligations issued by or on behalf of the Issuer or the City the proceeds of which have been or are to be used to finance assets for the benefit of the City used for a purpose similar to the assets to be financed with the proceeds of the Bonds or the purpose for which the Bonds are being issued or that are secured by or reasonably expected to be paid from the same or similar source as the Bonds. To the best of the knowledge of the Issuer, no such obligations of the Issuer are currently under examination by the Internal Revenue Service.

ARTICLE III

USE OF PROCEEDS; DESCRIPTION OF FUNDS

Section 3.1. Use of Proceeds. (a) *Exhibit A* describes the use of the Sale Proceeds and investment earnings thereon and the funds held under the Resolution and the Indenture at the time of Closing.

No Sale Proceeds and no investment earnings thereon will be used to prepay for goods or services more than ninety days prior to the date such goods or services are to be received if a principal purpose for the prepaying is to receive an investment return from the time the prepayment is made until the time payment otherwise would have been made. Such an investment return, if any, might include a reduced purchase price or otherwise enhanced value of the goods or services purchased. Customary prepayments made on substantially the same terms by a substantial percentage of persons who are similarly situated to the Issuer or the City but are not beneficiaries of tax-exempt financing will not be prohibited by this subsection.

No Sale Proceeds and no investment earnings thereon will be used to pay for or otherwise acquire goods or services from the Issuer, any member of the same Controlled Group as the Issuer, or an Affiliated Person.

(b) Only the following fund will be funded at Closing: the Project Fund. Other than the foregoing funds, the only other funds or accounts created under the Indenture or this Tax Agreement are the Bond Fund and Rebate Fund. No amounts, regardless of source, are being deposited into these other funds at Closing.

(c) Principal of and interest on the Bonds will be paid from the Bond Fund.

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(d) Costs of Issuance incurred in connection with the issuance of the Bonds will be paid from the Project Fund. Any moneys remaining in the Project Fund after the payment of all Costs of Issuance shall be retained therein and used to pay for costs of the Project.

(e) The costs of the Project will be paid from the Project Fund and no other moneys (except for investment earnings on amounts in the Project Fund) are expected to be deposited therein.

Section 3.2. Purpose of Bond Fund. The Bond Fund will be used primarily to achieve a proper matching of revenues and earnings with principal and interest payments on the Bonds in each bond year. It is expected that the Bond Fund will be depleted at least once a year, except for a reasonable carry over amount not to exceed the greater of (a) the earnings on the investment of moneys in the Bond Fund for the immediately preceding bond year or (b) 1/12th of the principal and interest payments on the Bonds for the immediately preceding bond year.

The Issuer reasonably expects that the Bond Fund will never be in excess of the amount that functions as a bona fide debt service fund.

Section 3.3. No Other Gross Proceeds. (a) Except as identified on *Exhibit E* hereto, after the issuance of the Bonds, neither the Issuer, any member of the same Controlled Group as the Issuer nor any other Person has or will have any property, including cash, securities or any other property held as a passive vehicle for the production of income or for investment purposes, that constitutes:

(i) Sale Proceeds;

(ii) amounts in any fund or account with respect to the Bonds (other than the Rebate Fund;

(iii) amounts that have a sufficiently direct nexus to the Bonds or to the governmental purpose of the Bonds to conclude that the amounts would have been used for that governmental purpose if the Bonds were not used or to be used for that governmental purpose (the mere availability or preliminary earmarking of such amounts for a governmental purpose, however, does not itself establish such a sufficient nexus);

(iv) amounts in a debt service fund, redemption fund, reserve fund, replacement fund or any similar fund to the extent reasonably expected to be used directly or indirectly to pay principal of or interest on the Bonds or any amounts for which there is provided, directly or indirectly, a reasonable assurance that the amount will be available to pay principal of or interest on the Bonds or any credit enhancement or liquidity device with respect to the Bonds, even if financial difficulties are encountered;

(v) any amounts held pursuant to any agreement (such as an agreement to maintain certain levels of types of assets) made for the benefit of the holders of the Bonds or any credit enhancement provider, including any liquidity device or negative pledge (*e.g.,* any amount pledged to secure the Bonds held under an agreement to maintain the amount

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at a particular level for the direct or indirect benefit of holders of the Bonds or a guarantor of the Bonds); or

(vi) amounts actually or constructively received from the investment and reinvestment of the amounts described in (i) or (ii) above.

(b) No compensating balance, liquidity account, negative pledge of property held for investment purposes required to be maintained at least at a particular level or similar arrangement exists with respect to, in any way, the Bonds or any credit enhancement or liquidity device related to the Bonds.

(c) One hundred and twenty percent of the average reasonably expected economic life of the Project is at least ____ years, as set forth on *Exhibit G*. The weighted average maturity of the Bonds (which does not exceed ____ years) does not exceed 120 percent of the average reasonably expected economic life of the Project.

(d) The term of the Bonds is not longer than reasonably necessary for the governmental purposes of the Bonds. The maturity, sinking fund and amortization schedule of the Bonds (the *"Principal Payment Schedule"*) is based on an analysis of revenues expected to be available to pay debt service on the Bonds. The Principal Payment Schedule is not more rapid (*i.e.,* having a lower average maturity) because such a more rapid schedule would place an undue burden on revenues or cause tax rates or the rates of other revenue sources to be increased beyond prudent levels, and would be inconsistent with the governmental purpose of the Bonds as set forth in Section 2.1.

Section 3.4. Final Allocation of Proceeds. Subject to the requirements of this Tax Agreement, including those concerning working capital expenditures in Section 2.4, the Issuer may generally use any reasonable, consistently applied accounting method to account for Gross Proceeds, investments thereon, and expenditures. The Issuer must account for the final allocation of proceeds to expenditures not later than 18 months after the later of the date the expenditure is paid or the date the property with respect to which the expenditure is made is Placed-in-Service. This allocation must be made in any event by the date 60 days after the fifth anniversary of the issue date of the Bonds or the date 60 days after the retirement of the Bonds, if earlier.

Reasonable accounting methods for allocating funds include any of the following methods if consistently applied: a specific tracing method; a Gross Proceeds spent first method; a first-in, first-out method, or a ratable allocation method. The Issuer may also reallocate proceeds of the Bonds from one expenditure to another until the end of the period for final allocation, discussed above. Unless the Issuer has taken an action to use a different allocation method by the end of the period for a final allocation, proceeds of the Bonds will be treated as allocated to expenditures using the specific tracing method.

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ARTICLE IV

ARBITRAGE REBATE; RECORD KEEPING; INVESTMENT RESTRICTIONS

Section 4.1. Compliance with Rebate Provisions. The City covenants to take such actions and make, or cause to be made, all calculations, transfers and payments that may be necessary to comply with the Rebate Provisions applicable to the Bonds. The City will make, or cause to be made, rebate payments with respect to the Bonds in accordance with law. Bond Counsel has provided a memorandum attached hereto as *Exhibit H* concerning the principles set forth in the Regulations regarding rebate.

The City may create and establish a special fund to be known as the Rebate Fund, which, if created, shall be continuously held, invested, expended and accounted for in accordance with this Tax Agreement. Moneys in the Rebate Fund shall not be considered moneys held for the benefit of the owners of the Bonds. Moneys in the Rebate Fund (including earnings and deposits therein) shall be held and used for any required payment to the United States as required by the Rebate Provisions and by the Regulations and as contemplated under the provisions of this Tax Agreement.

Section 4.2. Records. The City and the Trustee each agrees to keep and retain or cause to be kept and retained for the period described in Section 7.9 adequate records with respect to the investment of all Gross Proceeds and any amounts in the Rebate Fund. Such records shall include: (a) purchase price; (b) purchase date; (c) type of investment; (d) accrued interest paid; (e) interest rate; (f) principal amount; (g) maturity date; (h) interest payment date; (i) date of liquidation; and (j) receipt upon liquidation.

If any investment becomes Gross Proceeds on a date other than the date such investment is purchased, the records required to be kept shall include the fair market value of such investment on the date it becomes Gross Proceeds. If any investment ceases to be Gross Proceeds on a date other than the date such investment is sold or is retained after the date the last Bond is retired, the records required to be kept shall include the fair market value of such investment on the date the last Bond is retired. Amounts or investments will be segregated whenever necessary to maintain these records.

Section 4.3. Fair Market Value; Certificates of Deposit and Investment Agreements. In making investments of Gross Proceeds and any amounts in the Rebate Fund the City shall take into account prudent investment standards and the date on which such moneys may be needed. Except as provided in the next sentence, all amounts that constitute Gross Proceeds and all amounts in the Rebate Fund shall be invested at all times to the greatest extent practicable, and no amounts may be held as cash or be invested in zero yield investments other than obligations of the United States purchased directly from the United States. In the event moneys cannot be invested, other than as provided in this sentence due to the denomination, price or availability of investments, the amounts shall be invested in an interest-bearing deposit of a bank with a yield not less than that paid to the general public or held uninvested to the minimum extent necessary. The City shall be responsible (by providing appropriate direction to the Trustee) for ensuring that these limitations apply to all amounts held under the Indenture.

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Gross Proceeds and any amounts in the Rebate Fund that are invested in certificates of deposit or in GICs shall be invested only in accordance with the following provisions:

(a) Investments in certificates of deposit of banks or savings and loan associations that have a fixed interest rate, fixed payment schedules and substantial penalties for early withdrawal shall be made only if either (i) the Yield on the certificate of deposit (A) is not less than the Yield on reasonably comparable direct obligations of the United States and (B) is not less than the highest Yield that is published or posted by the provider to be currently available from the provider on reasonably comparable certificates of deposit offered to the public or (ii) the investment is an investment in a GIC and qualifies under paragraph (b) below. Investments in federally insured deposits or accounts, including certificates of deposit, may not be made except as allowed under Section 5.4 of this Tax Agreement.

(b) Investments in GICs shall be made only if:

(i) the bid specifications are in writing, include all material terms of the bid and are timely forwarded to potential providers (a term is material if it may directly or indirectly affect the yield on the GIC);

(ii) the terms of the bid specifications are commercially reasonable (a term is commercially reasonable if there is a legitimate business purpose for the term other than to reduce the yield on the GIC);

(iii) all bidders for the GIC have equal opportunity to bid so that, for example, no bidder is given the opportunity to review other bids (a last look) before bidding;

(iv) any agent used to conduct the bidding for the GIC does not bid to provide the GIC;

(v) at least three of the providers solicited for bids for the GIC are reasonably competitive providers of investments of the type purchased (*i.e.,* providers that have established industry reputations as competitive providers of the type of investments being purchased);

(vi) at least three of the entities that submit a bid do not have a financial interest in the Bonds;

(vii) at least one of the entities that provided a bid is a reasonably competitive provider that does not have a financial interest in the Bonds;

(viii) the bid specifications include a statement notifying potential providers that submission of a bid is a representation that the potential provider did not consult with any other provider about its bid, that the bid was determined without regard to any other formal or informal agreement that the potential provider

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has with the Issuer or any other Person (whether or not in connection with the Bonds) and that the bid is not being submitted as a courtesy to the Issuer or any other Person for purposes of satisfying the federal income tax requirements relating to the bidding for the GIC;

(ix) the determination of the terms of the GIC takes into account the reasonably expected deposit and drawdown schedule for the amounts to be invested;

(x) the highest-yielding GIC for which a qualifying bid is made (determined net of broker's fees) is in fact purchased; and

(xi) the obligor on the GIC certifies the administrative costs that it is paying or expects to pay to third parties in connection with the GIC.

A single investment, or multiple investments awarded to a provider based on a single bid, may not be used for funds subject to different rules relating to rebate or yield restriction.

(c) If a GIC is purchased, the Issuer will retain the following records with its bond documents until three years after the Bonds are redeemed in their entirety:

(i) a copy of the GIC;

(ii) the receipt or other record of the amount actually paid for the GIC, including a record of any administrative costs paid, and the certification under paragraph (b)(xi) of this section;

(iii) for each bid that is submitted, the name of the person and entity submitting the bid, the time and date of the bid, and the bid results; and

(iv) the bid solicitation form and, if the terms of the GIC deviated from the bid solicitation form or a submitted bid is modified, a brief statement explaining the deviation and stating the purpose for the deviation.

All investments made with Gross Proceeds or amounts in the Rebate Fund shall be bought and sold at fair market value. The fair market value of an investment is the price at which a willing buyer would purchase the investment from a willing seller in a bona fide, arm's length transaction. Except for investments specifically described in (a) or (b) of this section and United States Treasury obligations that are purchased directly from the United States Treasury, only investments that are traded on an established securities market, within the meaning of regulations promulgated under Section 1273 of the Code, will be purchased with Gross Proceeds. In general, an investment is traded on an established securities market only if at any time during the 31-day period ending 15 days after the purchase date: (i) within a reasonable period of time after the sale, the price for an executed purchase or sale of the investment (or information sufficient to calculate the sales price) appears in a medium that is made available to issuers of debt instruments, persons that

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regularly purchase or sell debt instruments (including a price provided only to certain customers or to subscribers), or persons that broker purchases or sales of debt instruments; (ii) there are one or more firm quotes for the investment (a firm quote is considered to exist when a price quote is available from at least one broker, dealer, or pricing service (including a price provided only to certain customers or to subscribers) for property and the quoted price is substantially the same as the price for which the person receiving the quoted price could purchase or sell the property; a price quote is considered to be available whether the quote is initiated by a person providing the quote or provided at the request of the person receiving the quote; the identity of the person providing the quote must be reasonably ascertainable for a quote to be considered a firm quote for this purpose; a quote will be considered a firm quote if the quote is designated as a firm quote by the person providing the quote or if market participants typically purchase or sell, as the case may be, at the quoted price, even if the party providing the quote is not legally obligated to purchase or sell at that price); or (iii) there are one or more indicative quotes for the investment (an indicative quote is considered to exist when a price quote is available from at least one broker, dealer, or pricing service (including a price provided only to certain customers or to subscribers) for property and the price quote is not a firm quote described in the prior clause). However, a maturity of a debt instrument is not treated as traded on an established market if at the time the determination is made the outstanding stated principal amount of the maturity that includes the debt instrument does not exceed $100,000,000 (or, for a debt instrument denominated in a currency other than the U.S. dollar, the equivalent amount in the currency in which the debt instrument is denominated).

An investment of Gross Proceeds in an External Commingled Fund shall be made only to the extent that such investment is made without an intent to reduce the amount to be rebated to the United States Government or to create a smaller profit or a larger loss than would have resulted if the transaction had been at arm's length and had the rebate or Yield restriction requirements not been relevant to the Issuer. An investment of Gross Proceeds shall be made in a Commingled Fund other than an External Commingled Fund only if the investments made by such Commingled Fund satisfy the provisions of this section.

The foregoing provisions of this section satisfy various safe harbors set forth in the Regulations relating to the valuation of certain types of investments. The safe harbor provisions of this section are contained herein for the protection of the Issuer, who has covenanted not to take any action to adversely affect the tax-exempt status of the interest on the Bonds. The Issuer may contact Bond Counsel if it does not wish to comply with the provisions of this section. Modifications to this Tax Agreement can be made in accordance with Section 7.8 hereof.

Section 4.4. Arbitrage Elections. Attached hereto as *Exhibit F* is a schedule of elections regarding certain matters with respect to arbitrage executed by the Issuer on the date hereof. The elections made by the Issuer on *Exhibit F* are incorporated by reference as if made herein.

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ARTICLE V

YIELD AND INVESTMENT LIMITATIONS

[Section 5.1. Issue Price. (a) Neither the City nor the Issuer has contractually agreed with any person other than the Purchaser for such person to participate in the initial sale of the Bonds to the Public.

(b) The Purchaser has certified that it or another Underwriter offered all Bonds of certain Maturities (the *"Price Hold Maturities"*) to the Public on or before the Sale Date at prices described in its certificate (the *"Actual Offer Prices"*). The Purchaser provided reasonable supporting documentation for that certification, such as a copy of the pricing wire.

(c) The Purchaser and all other Underwriters agreed in writing not to offer or sell Bonds of the Price Hold Maturities to any person at a price that is higher than the initial offering price of such Bonds to the Public during the period starting on the Sale Date and ending on the earlier of (i) the close of business of the fifth business day after the Sale Date or (ii) the date on which an Underwriter has sold at least 10% of Bonds with the same credit and payment terms as such Bonds to the Public at a price no higher than the Actual Offer Price of such Bonds.

(d) The Purchaser has certified that neither the Purchaser nor any other Underwriter has offered or sold any Bonds of the Price Hold Maturities to any person at a price that is higher than the Actual Offer Price of such Bonds during the period starting on the Sale Date and ending on the earlier of (i) the close of business on the fifth business day after the Sale Date or (ii) the date on which an Underwriter has sold at least 10% of Bonds with the same credit and payment terms as such Bonds to the Public at a price no higher than the Actual Offer Price of such Bonds.

(e) For each Maturity of the Bonds the Issuer hereby identifies and is selecting the rule under which the Issue Price of that Maturity is determined as follows: (i) For any Maturity for which 10% or more of the Maturity was, prior to the date of Closing, first sold to the Public at a price that was no more than the the Actual Offer Price, the Issue Price of such maturity shall be the First Sale Price. (ii) For all other Bonds of the Price Hold Maturities, the Issue Price will be the Actual Offer Price. (iii) For all Bonds that are not part of Price Hold Maturities, the Issue Price shall be the First Sale Price.]

Section 5.2. Yield Limits. (a) Except as provided in paragraph (b), all Gross Proceeds shall be invested at market prices and at a Yield (after taking into account any Yield Reduction Payments) not in excess of the Yield on the Bonds plus, if only amounts in the Project Fund are subject to this Yield limitation, 1/8th of one percent.

(b) The following may be invested without Yield restriction:

(i) amounts qualifying for a temporary period consisting of:

(A) amounts on deposit in the Bond Fund (except for capitalized interest) that have not been on deposit under the Indenture for more than 13 months,

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so long as the Bond Fund continues to qualify as a bona fide debt service fund as described in Section 3.2 hereof;

(B) amounts on deposit in the Project Fund prior to the earlier of three years after Closing or the date the Issuer no longer expects to spend all such amounts; and

(ii) amounts qualifying for other exceptions consisting of:

(A) an amount not to exceed the lesser of $100,000 or five percent of the Sale Proceeds;

(B) amounts invested in Qualified Tax-Exempt Obligations;

(C) amounts in the Rebate Fund;

(D) all amounts other than Sale Proceeds for the first 30 days after they become Gross Proceeds; and

(E) all amounts derived from the investment of Sale Proceeds or investment earnings thereon for a period of one year from the date received.

Section 5.3. Federal Guarantees. Except as otherwise permitted by the Regulations, no portion of the payment of principal of or interest on the Bonds or any credit enhancement or liquidity device relating to the foregoing is or will be guaranteed, directly or indirectly (in whole or in part), by the United States (or any agency or instrumentality thereof), including a lease, incentive payment, research or output contract or any similar arrangement, agreement or understanding with the United States or any agency or instrumentality thereof. No portion of the Gross Proceeds has been or will be used to make loans the payment of principal or interest with respect to which is or will be guaranteed (in whole or in part) by the United States (or any agency or instrumentality thereof). This Section does not apply to any guarantee by the Federal Housing Administration, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Government National Mortgage Association, the Student Loan Marketing Association or the Bonneville Power Administration pursuant to the Northwest Power Act (16 U.S.C. 839d) as in effect on the date of enactment of the Tax Reform Act of 1984.

Section 5.4. Federally Guaranteed Investments. (a) Certain Gross Proceeds may not be invested in a manner that is considered to create a federal guarantee. The restrictions in this Section 5.4 applies to all Gross Proceeds except:

(i) amounts on deposit in the Project Fund prior to the earlier of three years after Closing or the date the Issuer no longer expects to spend all such amounts; and

(ii) amounts on deposit in the Bond Fund to the extent the Bond Fund qualifies as a bona fide debt service fund described in Section 3.2.

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(b) If the Issuer holds any Gross Proceeds other than those listed in the preceding paragraph (a), then any such Gross Proceeds in an amount in excess of five percent of the Sale Proceeds shall not be invested in:

(i) federally insured deposits or accounts, such as bank accounts and C.D.s;

(ii) obligations of or directly or indirectly guaranteed, in whole or in part, by the United States (or any agency or instrumentality of the United States), other than the following:

(a) United States Treasury Obligations;

(b) obligations issued by the Resolution Funding Corporation pursuant to Section 21B(d)(3) of the Federal Home Loan Bank Act, as amended by Section 511 of the Financial Institutions Reform, Recovery and Enforcement Act of 1989, or any successor provision (*e.g.,* Refcorp Strips); and

(c) obligations guaranteed by the Federal Housing Administration, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Government National Mortgage Association, the Student Loan Marketing Association or the Bonneville Power Administration pursuant to the Northwest Power Act (16 U.S.C. 839d) as in effect on the date of enactment of the Tax Reform Act of 1984.

Because of these investment limitations, after the date three years after Closing, any amounts remaining in the Project Fund must be invested in U.S. Treasury obligations (including obligations of the State and Local Government Series, known as SLGS) or otherwise invested to avoid violating the restrictions set forth in this section.

ARTICLE VI

PRIVATE ACTIVITY BOND REPRESENTATIONS; FORM 8038-G; BANK QUALIFICATION

Section 6.1. Payment and Use Tests. (a) No more than five percent of the Sale Proceeds plus investment earnings thereon (not including amounts used to pay Costs of Issuance and other common costs (such as capitalized interest and fees paid for a qualified guarantee or qualified hedge) and amounts invested in a reserve or replacement fund), will be used, directly or indirectly, in whole or in part, in any Private Business Use.

(b) The payment of more than five percent of the principal of or the interest on the Bonds will not be, directly or indirectly (i) secured by any interest in (A) property used or to be used in any Private Business Use or (B) payments in respect of such property or (ii) on a present value basis, derived from payments (whether or not to the Issuer or a member of the same Controlled Group as the Issuer) in respect of property, or borrowed money, used or to be used in any Private Business Use.

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(c) No more than the lesser of five percent of the sum of Sale Proceeds and investment earnings thereon ((not including amounts used to pay Costs of Issuance and other common costs (such as capitalized interest and fees paid for a qualified guarantee or qualified hedge) and amounts invested in a reserve or replacement fund) or $5,000,000 will be used, directly or indirectly, to make or finance loans to any persons (other than the City).

(d) No user of the Project other than a state or local governmental unit will use more than a portion of the Project costing more than five percent of the Project, in the aggregate, on any basis other than the same basis as the general public.

Section 6.2. Output Contracts. All of the property to be acquired or constructed with proceeds of the Bonds will be used by the City to serve its electrical customers, other than certain storage and office facilities solely for City use. The City will not allocate any energy generated by or transmitted through any of the facilities comprising the Project to any output contract that has a term, including all renewal options, of three years or more. The City will monitor any output contracts under which electricity is to be delivered to any customers for a period of three years or more and will not enter into any such contracts if fulfilling such contracts would require the use of any portion of the Project. At present, the City has no such contracts other than a contract to sell a portion of the output of a facility unrelated to the Project (the Gem State Project) to PacifiCorp, an Oregon corporation (successor to Utah Power & Light Company); however, the contract with PacifiCorp will be completed by the end of September 2024. No part of the Project will be used to generate or transmit energy sold under this contract. [The City derives and transmits its electricity sold to its customer from various sources, including the Project (the "*Financed Output"*), and sources not derived from facilities financed or refinanced, directly or indirectly, with proceeds of tax-exempt bonds of the Issuer or City, including other facilities (the "*Non-Financed Output"*). The Issue and City acknowledge that whether electricity sold under a particular power sales contract is allocated to a particular facility, to the entire system of the seller of that output (net of any uses of that system output allocated to a particular facility), or to a portion of a facility is based on all the facts and circumstances. Significant factors to be considered in determining the allocation of an output contract to tax-exempt bond financed property are the following: (i)the extent to which it is physically possible to deliver output to or from a particular facility or system; (ii) the terms of a contract relating to the delivery of output (such as delivery limitations and options or obligations to deliver power from additional sources); (iii) whether a contract is entered into as part of a common plan of financing for a facility; and (iv) the method of pricing output under the contract, such as the use of market rates rather than rates designed to pay debt service of tax-exempt bonds used to finance a particular facility.]

Section 6.3. IRS Form 8038-G. The information contained in the Information Return for Tax-Exempt Governmental Obligations, Form 8038-G, set forth as or referenced in *Exhibit D* attached hereto is true and complete. The Issuer will file Form 8038-G (and all other required information reporting forms) in a timely manner.

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ARTICLE VII

MISCELLANEOUS

Section 7.1. Termination. This Tax Agreement shall terminate at the later of (a) 75 days after the Bonds have been fully paid and retired or (b) the date on which all payments, if any, required to satisfy the Rebate Provisions of the Code have been made to the United States. Notwithstanding the foregoing, the provisions of Sections 4.2, 4.3(c) and Section 7.9 shall not terminate until the third anniversary of the date the Bonds are fully paid and retired.

Section 7.2. Separate Issue. Since _____, 2024, none of the Issuer, the City or any member of the same Controlled Group as the Issuer or the City has sold or delivered any obligations other than the Bonds that are reasonably expected to be paid out of substantially the same source of funds as the Bonds. None of the Issuer, the City or any member of the same Controlled Group as the Issuer or the City will sell or deliver within 15 days after the date hereof any obligations other than the Bonds that are reasonably expected to be paid out of substantially the same source of funds as the Bonds.

Section 7.3. No Sale of the Project. (a) Other than as provided in the next sentence, neither the Project nor any portion thereof has been, is expected to be, or will be sold or otherwise disposed of, in whole or in part, prior to the earlier of (i) the last date of the reasonably expected economic life to the City of the property (determined on the date of issuance of the Bonds) or (ii) the last maturity date of the Bonds. The City may dispose of personal property in the ordinary course of an established government program prior to the earlier of (i) the last date of the reasonably expected economic life to the City of the property (determined on the date of issuance of the Bonds) or (ii) the last maturity of the Bonds, provided: (A) the weighted average maturity of the Bonds financing the personal property is not greater than 120 percent of the reasonably expected actual use of that property for governmental purposes; (B) the City reasonably expects on the issue date that the fair market value of that property on the date of disposition will be not greater than 25 percent of its cost; (C) the property is no longer suitable for its governmental purposes on the date of disposition; and (D) the City deposits amounts received from the disposition in a Commingled Fund with substantial tax or other governmental revenues and the City reasonably expects to spend the amounts on governmental programs within six months from the date of the commingling.

(b) The City acknowledges that if Bond-financed property is sold or otherwise disposed of in a manner contrary to (a) above, such sale or disposition may constitute a "deliberate action" within the meaning of the Regulations that may require prompt remedial actions to prevent interest on the Bonds from being included in gross income for federal income tax purposes. The City shall promptly contact Bond Counsel if a sale or other disposition of Bond-financed property in a manner contrary to (a) above is considered by the City.

Section 7.4. Purchase of Bonds by City or Issuer. Neither the City nor the Issuer will purchase any of the Bonds except to cancel such Bonds.

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Section 7.5. First Call Date Limitation. The period between the date of Closing and the first call date of the Bonds is not more than 10-1/2 years.

Section 7.6. Registered Form. The City and the Issuer recognize that Section 149(a) of the Code requires the Bonds to be issued and to remain in fully registered form in order that interest thereon be exempt from federal income taxation under laws in force at the time the Bonds are delivered. In this connection, the City and the Issuer agree that they will maintain the Bonds in registered form and will not take any action to permit the Bonds to be issued in, or converted into, bearer or coupon form.

Section 7.7. Future Events. The City and the Issuer acknowledge that any changes in facts or expectations from those set forth herein may result in different Yield restrictions or rebate requirements from those set forth in this Tax Agreement. The Issuer shall promptly contact Bond Counsel if such changes do occur.

Section 7.8. Permitted Changes; Opinion of Bond Counsel. Any restriction or covenant contained herein need not be observed, and any provision of this Tax Agreement may be changed or amended, only if (in addition to any requirements for a particular change contained elsewhere in this Tax Agreement) such nonobservance, change or amendment will not result in the loss of the exclusion from gross income for federal income tax purposes of interest on the Bonds or the inclusion of interest on the Bonds as an item of tax preference in computing the alternative minimum tax for individuals or corporations under the Code and the City, the Issuer and the Trustee each receive an opinion of Bond Counsel to such effect.

Section 7.9. Records Retention. The City and the Trustee agree to keep and retain or cause to be kept and retained sufficient records to support the continued exclusion of the interest paid on the Bonds from federal income taxation, to demonstrate compliance with the covenants in this Tax Agreement, and to show that all tax-exempt Bond related tax returns related to the Bonds submitted or required to be submitted to the Internal Revenue Service are correct and timely filed. Such records shall include, but are not limited to, basic records relating to the Bond transaction (including this Tax Agreement, the Resolution and the Bond Counsel opinion); documentation evidencing the expenditure of Bond proceeds; documentation evidencing the use of Bond-financed property by public and private entities (including, copies of leases, management contracts and research agreements); documentation evidencing all sources of payment or security for the Bonds; and documentation pertaining to any investment of Bond proceeds (including the information required under Section 4.2 and Section 4.3 hereof and in particular information related to the purchase and sale of securities, SLGS subscriptions, yield calculations for each class of investments if any, actual investment income received from the investment of proceeds, guaranteed investment contracts and documentation of any bidding procedure related thereto and any fees paid for the acquisition or management of investments and any rebate calculations). Such records shall be kept for as long as the Bonds are outstanding, plus the period ending three years after the latest of the final payment date of the Bonds or the final payment date of any obligations or series of obligations issued to refund directly or indirectly all or any portion of the Bonds.

Section 7.10. Post-Issuance Compliance Policy. The City and the Issuer acknowledge that the Internal Revenue Service encourages issuers of tax-exempt bonds to adopt written

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post-issuance compliance policies in addition to its bond documents. Post-issuance compliance policies may include provisions that specify the official(s) with responsibility for monitoring compliance, a description of the training provided to such responsible official(s) with regard to monitoring compliance, the frequency of compliance checks, the nature of the compliance activities required to be undertaken, the procedures used to timely identify and elevate the resolution of a violation when it occurs or is expected to occur, procedures for the retention of all records material to substantiate compliance with the applicable federal tax requirements, and an awareness of the availability of Internal Revenue Service's voluntary closing agreement program and other remedial actions to resolve violations.

The Issuer has allocated all record keeping, all investment restriction, and all use of proceeds and bond financed facilities requirements to the City and the Trustee. The City has adopted Post-Issuance Tax Compliance Procedures for Tax-Exempt Bonds and Certificates of Participation ("*City Procedures"*) to establish policies and procedures in connection with tax-exempt bonds and/or certificates of participation issued by the City so as to ensure that the City complies with all applicable post-issuance requirements needed to preserve the tax-exempt status of such tax-exempt Bonds. The City will apply the City Procedures to the Bonds as though the Bonds had been issued by the City. A copy of the current City Procedures is attached hereto as Exhibit J. The City Procedures do not constitute part of the Tax Agreement, and the City may modify or eliminate the City Procedures or any portion thereof, or any post-issuance compliance policies without the consent of the holders of the Bonds and without regard to Section 7.8 of this Tax Agreement.

Section 7.11. Severability. If any clause, provision or section of this Tax Agreement is ruled invalid by any court of competent jurisdiction, the invalidity of such clause, provision or section shall not affect any of the remaining clauses, sections or provisions hereof.

Section 7.12. Successors and Assigns. The terms, provisions, covenants and conditions of this Tax Agreement shall bind and inure to the benefit of the respective successors and assigns of the City, the Issuer and the Trustee.

Section 7.13. Headings. The headings of this Tax Agreement are inserted for convenience only and shall not be deemed to constitute a part of this Tax Agreement.

Section 7.14. Governing Law. This Tax Agreement shall be governed by and construed in accordance with the laws of Idaho.

Section 7.15. Expectations. The Issuer and the City (including the undersigned officers) have reviewed the facts, estimates and circumstances presented by the City, the Issuer, the Trustee and other persons in existence on the date of issuance of the Bonds. On the basis of the facts and estimates contained herein, the City and the Issuer have adopted the expectations contained herein. Such expectations are reasonable and there are no other facts, estimates and circumstances that would materially change such expectations.

Section 7.16. Counterparts. This Tax Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

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Section 7.17. Notices. All notices, demands, communications and requests which may or are required to be given hereunder or by any party hereto shall be deemed given on the date on which the same shall have been mailed to the addresses and by the methods set forth in the Indenture or in the Power Supply Agreement.

DATED as of the day and year first above written.

IDAHO ENERGY RESOURCES AUTHORITY

By _____
Name: Michael P. Elliott
Title: Chairman

CITY OF IDAHO FALLS, IDAHO

By _____
Name: Rebecca L. Noah Casper
Title: Mayor

Zions Bancorporation, National Association, as Trustee

By _____
Name: Jennifer Mabbott
Title: Trust Officer

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EXHIBIT A

ESTIMATED SOURCES AND USES OF FUNDS*

SOURCES:

Principal Amount	$
Net Premium	
TOTAL	$

USES AT CLOSING:

Reimbursement	$
Future Project Costs	
Costs of Issuance	
TOTAL	$

In addition, investment earnings (in the expected amount shown on *Exhibit B*) will be spent on Project costs.

* Accrued interest is excluded.

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EXHIBIT B

DRAWDOWN SCHEDULE OF BOND PROCEEDS *

QUARTER	BEGINNING BALANCE[1]	PLUS ESTIMATED INVESTMENT EARNINGS[2]	MINUS DRAWDOWN[3]	ENDING BALANCE
Upon Closing (reimbursements)			$6,000,000	
4th Quarter 2024			20,000,000	
1st Quarter 2025			2,500,000	
2nd Quarter 2025			11,000,000	
3rd Quarter 2025			3,500,000	
4th Quarter 2025			1,000,000	
Total:				

The above drawdown schedule was determined based on the City's past construction experience and consultation with developers, engineers, architects or other advisors to the Issuer.

The City has additional capital expenditures related to the Project. 4th Quarter 2025 expenditures should exhaust the Project Fund.

---

* Includes all Project draws, and all draws of Bond proceeds to pay interest on the Bonds.

1 Ending balance from prior period becomes beginning balance for period.

2 Assumes an estimated investment return of 3.7% per annum.

3 Amount of reimbursement: $6,000,000.
Date the official intent to reimburse was adopted: December 15, 2021.

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EXHIBIT C

CERTIFICATE OF PURCHASER

$_____ AGGREGATE PRINCIPAL AMOUNT OF
POWER SUPPLY REVENUE BONDS
(IDAHO FALLS POWER PROJECT), SERIES 2024
OF THE
IDAHO ENERGY RESOURCES AUTHORITY

The undersigned, on behalf of BofA Securities, Inc. (the *"Purchaser"*), hereby certifies as set forth below with respect to the sale and issuance of the above-captioned obligations (the *"Bonds"*).

I. General

1. The Purchaser and the Idaho Energy Resources Authority (the *"Issuer"*) have executed a bond purchase agreement in connection with the Bonds on the Sale Date. The Purchaser has not modified the bond purchase agreement since its execution on the Sale Date.

II. Price

1. As of the date of this certificate, for each Maturity of the General Rule Maturities, the first price at which at least 10% of such Maturity of the Bonds was sold to the Public is the respective price listed in *Schedule A*.

2. A. The Purchaser offered the Hold-the-Offering-Price Maturities to the Public for purchase at the respective initial offering prices listed in *Schedule A* (the "Initial Offering Prices") on or before the Sale Date. A copy of the pricing wire or equivalent communication for the Bonds is attached to this certificate as *Schedule B*.

B. As set forth in the Bond Purchase Agreement, the Purchaser has agreed in writing that, (i) for each Maturity of the Hold-the-Offering-Price Maturities, it would neither offer nor sell any of the Bonds of such Maturity to any person at a price that is higher than the Initial Offering Price for such Maturity during the Holding Period for such Maturity (the "hold-the-offering-price rule"), and (ii) any selling group agreement would contain the agreement of each dealer who is a member of the selling group, and any retail distribution agreement would contain the agreement of each broker-dealer who is a party to the retail distribution agreement, to comply with the hold-the-offering-price rule.

C. No Underwriter (as defined below) has offered or sold any Maturity of the Hold-the-Offering-Price Maturities at a price that is higher than the respective Initial Offering Price for that Maturity during the Holding Period.

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III. Defined Terms

1. "*General Rule Maturities"* means those Maturities of the Bonds not listed in *Schedule A* hereto as the "Hold-the-Offering-Price Maturities."

2. *"Hold-the-Offering-Price Maturities"* means those Maturities of the Bonds listed in *Schedule A* hereto as the "Hold-the-Offering-Price Maturities."

3. *"Holding Period"* means, with respect to a Hold-the-Offering-Price Maturity, the period starting on the Sale Date and ending on the earlier of (i) the close of the fifth business day after the Sale Date, or (ii) the date on which the Purchaser has sold at least 10% of such Hold-the-Offering-Price Maturity to the Public at prices that are no higher than the Initial Offering Price for such Hold-the-Offering-Price Maturity.

4. *"Maturity"* means Bonds with the same credit and payment terms. Bonds with different maturity dates, or Bonds with the same maturity date but different stated interest rates, are treated as separate maturities.

5. *"Public"* means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter or a Related Party to an Underwriter.

6. A person is a *"Related Party"* to an Underwriter if the Underwriter and the person are subject, directly or indirectly, to (i) more than 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (ii) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (iii) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other).

7. *"Sale Date"* means the first day on which there is a binding contract in writing for the sale of a Maturity of the Bonds. The Sale Date of the Bonds is August __, 2024.

8. *"Underwriter"* means (i) any person that agrees pursuant to a written contract with the Issuer (or with the Purchaser to form an underwriting syndicate) to participate in the initial sale of the Bonds to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Bonds to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the Public).

All terms not defined herein shall have the same meanings as in the Tax Exemption Certificate and Agreement with respect to the Bonds, to which this Certificate is attached. The representations set forth in this certificate are limited to factual matters only. Nothing in this certificate represents the Purchaser's interpretation of any laws, including specifically Sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury

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Regulations thereunder. The undersigned understands that the foregoing information will be relied upon by the Issuer with respect to certain of the representations set forth in its documents and with respect to compliance with the federal income tax rules affecting the Bonds, and by Chapman and Cutler LLP in connection with rendering its opinion that the interest on the Bonds is excluded from gross income for federal income tax purposes, the preparation of Internal Revenue Service Form 8038-G, and other federal income tax advice it may give to the Issuer from time to time relating to the Bonds.

Dated: September __, 2024

BOFA SECURITIES, INC.

By:_____
Name: _____
Its: _____

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SCHEDULE A

TO CERTIFICATE OF PURCHASER

Re: $_____ Aggregate Principal Amount of
Power Supply Revenue Bonds
(Idaho Falls Power Project), Series 2024
of the Idaho Energy Resources Authority

The Bonds are dated September __, 2024, and are due on September 15 of the years, in the amounts, bearing interest at the rates, and first sold and offered to the Public as described in the attached Certificate of Purchaser at the prices, in percentages and dollars, as follows:

HOLD-THE-OFFERING-PRICE MATURITY IF MARKED	YEAR	PRINCIPAL AMOUNT ($)	INTEREST RATE (%)	FIRST SALE PRICE OF AT LEAST 10% (% OF PAR)	OFFER PRICE (% OF PAR)

_____

Total

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SCHEDULE B

TO CERTIFICATE OF PURCHASER

Attach Pricing Wire

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EXHIBIT D

[FORM 8038-G]

EIN of Authority: 20-3896193
EIN of City (for schedule to be attached) 82-6000208

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EXHIBIT E

GROSS PROCEEDS*

Project Fund
Bond Fund
Sale Proceeds allocated at Closing to Reimbursement

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* If, any amounts are held contrary to the expectations described in Article III of the Tax Agreement, such amounts may also constitute Gross Proceeds. Further, if any Bond-financed property is sold or otherwise disposed of, contrary to the expectations described in the Tax Agreement, any amounts received from such sale or other disposition may also constitute Gross Proceeds.

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EXHIBIT F

SCHEDULE OF ELECTIONS

With regard to the Bonds, the Issuer hereby makes the elections indicated below with an "X". Any election below that has not been marked with an "X" has *not* been made in this Schedule of Elections:

A. Election to Waive Temporary Periods or Reasonably Required Reserve or Replacement Fund

☐ The Issuer hereby waives under Treas. Reg. Section 1.148-2(h) or Treas. Reg. Section 1.148-9(g) its right to invest amounts in the following funds or accounts in higher yielding investments:

_____
_____
_____
_____
_____

This waiver applies to any exceptions to Yield restriction that might otherwise apply to such amounts for a temporary period or as part of a reasonably required reserve fund. *This election is being made on or before the issue date of the Bonds.*

B. Waiver of Minor Portion

☐ The Issuer hereby waives under Treas. Reg. Section 1.148-2(h) or Treas. Reg. Section 1.148-9(g) described below its right to invest amounts in the funds or accounts described below in higher yielding investments as a result of any available minor portion.

_____
_____
_____
_____
_____

This waiver may be made at any time.

C. Election to Treat Portions of the Issue Separately

☐ The Issuer hereby elects under Section 148(f)(4)(C)(v) of the Internal Revenue Code of 1986 (the *"Code"*), and Treas. Reg. Section 1.148-7(j)(1) to treat a portion of the issue (the *"Construction Portion"*) with an issue price of $_____ (which portion contains 100 percent of the Bonds to be used for construction expenditures, plus an amount for non-construction expenditures, not to exceed 25 percent of the entire Construction Portion, with

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respect to property owned by a governmental unit or a Section 501(c)(3) organization) and the entire remaining portion of the Bonds as separate issues for purposes of Section 148(f)(4)(C) of the Code and Treas. Reg. Section 1.148-7(e). The Issuer reasonably expects, as of this date, that the Construction Portion will finance all of the construction expenditures to be financed by the Bonds. *This election is being made on or before the issue date of the Bonds.*

D. Election to Rebate on Earnings on Reserve

☐ The Issuer hereby elects under Section 148(f)(4)(C)(vi)(IV) of the Internal Revenue Code of 1986 (the *"Code"*), and Treas. Reg. Section 1.148-7(i)(2) to exclude from available construction proceeds earnings on the _____ (a reasonably required reserve or replacement fund) and apply the rebate requirements of Section 148(f)(2) of the Code to such earnings. *This election is being made on or before the issue date of the Bonds*.

E. Election-Out of Reasonable Expectations

☐ The Issuer hereby elects under Treas. Reg. Section 1.148-7(f)(2) to apply the provisions of Treas. Reg. Sections 1.148-7(e) through 1.148-7(m), relating to the two-year construction expenditure rule, based on actual facts rather than based on the Issuer's reasonable expectations. *This election is being made on or before the issue date of the Bonds (except in the case of certain in pooled financings).*

F. Election to Pay Penalty Instead of Rebate (the "1.5 Percent Penalty")

☐ The Issuer hereby irrevocably elects under Section 148(f)(4)(C)(vii) of the Internal Revenue Code of 1986, and Treas. Reg. Section 1.148-7(k) to pay a 1.5 Percent Penalty in lieu of rebate. *This election is being made on or before the issue date of the Bonds (except in the case of certain pooled financings).*

G. Election to Terminate 1.5 Percent Penalty After the End of the Initial Temporary Period

☐ Under Section 148(f)(4)(C)(viii) of the Internal Revenue Code of 1986 (the *"Code"*), and Treas. Reg. Section 1.148-7(l)(1), the Issuer hereby irrevocably elects to terminate (and pay a three percent penalty in lieu thereof) the 1.5 Percent Penalty previously elected under Section 148(f)(4)(C)(vii) of the Code and Treas. Reg. Section 1.148-7(k). *This election is being made not later than 90 days after the earlier of the end of the initial temporary period or the date on which construction is substantially completed.*

H. Election to Terminate the 1.5 Percent Penalty Before the End of the Initial Temporary Period

☐ Under Section 148(f)(4)(C)(ix) of the Internal Revenue Code of 1986 (the *"Code"*), and Treas. Reg. Section 1.148-7(l)(2), the Issuer hereby irrevocably elects to terminate (and pay the three percent penalty in lieu thereof) the 1.5 Percent Penalty previously elected under Section 148(f)(4)(C)(vii) of the Code and Treas. Reg. Section 1.148-7(k). The amount of available

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construction proceeds that will not be spent for the governmental purposes of the issue is equal to $_____. *This election is being made before the close of the initial temporary period and not later than 90 days after construction was substantially completed.*

I. Election to Treat Certain General Obligation Bonds as Part of the Same Issue

☐ The Issuer hereby elects under Treas. Reg. Section 1.150-1(c)(4)(iii) to treat the following series of Bonds as part of the same issue:

_____
_____
_____
_____
_____

All of the Bonds described above are general obligation bonds of the Issuer secured by the full faith and credit of the Issuer (or a substantially similar pledge) and were sold and issued on the same dates pursuant to a single offering document.

This election is being made on or before the issue date of the Bonds.

J. Election to Treat Certain Bonds as Part of Separate Issues

☐ The Issuer hereby allocates Bonds to particular uses under Treas. Reg. Section 1.150-1(c)(3), so as to treat the following Bonds as part of separate issues for purposes of Sections 103, 141 through 150 of the Code, other than Sections 141, 144(a), 148, 149(d) and 149(g):

Purpose 1:	Description of Bonds:
_____	_____
_____	_____
_____	_____
_____	_____

Purpose 2:	Description of Bonds:
_____	_____
_____	_____
_____	_____
_____	_____

The aggregate proceeds, investments and Bonds will be allocated between each of the separate issues, using a reasonable consistently applied allocation method, as follows:

_____
_____

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Each of the separate issues finance a separate purpose, and the Bonds of each portion would have been tax exempt if sold as a separate issue. The aggregate proceeds, investments, and Bonds have been allocated between each of the separate issues using a reasonable, consistently applied allocation method, which does not achieve more favorable results under sections 103 and 141 to 150 than could be achieved with actual separate issues. *All allocations under this election have been made in writing on or before the issue date.*

All terms not defined herein shall have the same meaning as in the Tax Exemption Certificate and Agreement with respect to the Bonds, to which this exhibit is attached.

No Elections Made

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EXHIBIT G
ECONOMIC LIFE WORKSHEET[4]

COLUMN A DESCRIPTION OF CAPITAL IMPROVEMENTS	COLUMN B % OF PROPERTY BEING FINANCED	COLUMN C REMAINING ECONOMIC LIFE[5]	COLUMN D (B X C)
Land Acquisition[6]	_____	30 years	_____
New Building Acquisition/Construction[7]	_____	40 years	_____
Building Renovation	_____	___ years	_____
Site Preparation or Land Improvements[8]	_____	20 years	_____
Other Construction	_____	___ years	_____
Equipment	_____	___ years	_____
Other	_____	___ years	_____
TOTAL	%		___ Years

Maximum Average Maturity of Bonds is Total of Col. D x 1.20, or _____ years.

[Note that the above percentages do not add to 100%. Because the weighted average maturity of the Bonds is under 10 years, it was not necessary to include the entire Project. The above intentionally omits portions of the Project with significant useful lives and underestimates the percentage used for new building construction.]

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4 This worksheet makes various conservative assumptions for the sake of simplicity.

5 The remaining economic life shown is the shortest life for any asset in a particular category. The life of an asset is based on the Issuer's actual experience with respect to that property or on the class life for the asset set out in Rev. Proc. 87-56. If an asset has already been placed in service, the grouping are based on expected remaining economic life.

6 Land is included only if more than 25 percent of the net proceeds of the issue are used to acquire land.

7 These facilities include only property that constitutes a new building (an existing building does not automatically receive a 40 year life—an existing building should be assigned a life equal to its expected economic life) or an integral part thereof, which integral part (i) is not removable without damage to such part and the building of which it is a part and (ii) is not a special purpose structure that houses, supports or serves equipment, and is expected to be retired or demolished with the equipment.

8 These improvements include only improvements directly to or added to land. These improvements do not include the land itself, nor buildings or structures thereon.

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MEMORANDUM

EXHIBIT H

TO: Idaho Energy Resources Authority
City of Idaho Falls
Zions Bancorporation, National Association, as Trustee

DATE: September __, 2024

RE: $_____ Aggregate Principal Amount of
Power Supply Revenue Bonds
(Idaho Falls Power Project), Series 2024
of the Idaho Energy Resources Authority

We have acted as Bond Counsel in connection with the issuance on this date of the obligations described above (the *"Bonds"*). In a Tax Exemption Certificate and Agreement delivered by you on this date (the *"Tax Agreement"*), you have agreed to comply with the arbitrage rebate requirements of Section 148 of the Internal Revenue Code of 1986. The purpose of this memorandum is to set out generally the rules that you must follow to comply with the Tax Agreement. This memorandum does not describe how to compute the amount to be rebated to the United States, and due to the complexity involved, the computation will likely require consultation with an expert.

The Internal Revenue Service has issued regulations relating to arbitrage and rebate matters. This memorandum is based upon these regulations, which are subject to change in the future. Such changes may require future recalculation of rebate amounts. For these reasons, it is very important for you and your tax advisors to keep abreast of developments in this area.

The following advice is based on factual information contained in the Tax Agreement. If the facts or expectations stated therein change, different rules could apply. Please note that the rules governing permissible Yield on investments set forth in the Tax Agreement are in addition to the rebate rules and, although you might be allowed to earn a Yield in excess of Bond Yield under the Yield rules, such excess may still be required to be rebated. In some cases, the payment of rebate may assist in compliance with the Yield restriction requirements. Thus, rebate compliance and Yield restriction compliance may operate together rather than independently. In any case, rebate compliance is essential to the maintenance of tax exemption even if no amounts are subject to Yield restriction. Terms not defined herein shall have the meanings set forth in the Tax Agreement.

General Rule. Except in the case of certain exceptions and elections as summarized below, every five years and at the final retirement of all of the Bonds you must compute and pay (as described below) to the United States the difference (the *"Excess Earnings"*) between the amount

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earned on all investments and reinvestments of Gross Proceeds (*"Actual Earnings"*) and the amount that would have been earned if Gross Proceeds had been invested at Bond Yield (the *"Allowable Earnings"*). Earnings to be taken into account are *not* determined under normal tax accounting principles. In addition to taking into account earnings received (either actually or constructively), investments that have not been previously liquidated and continue to be held on a computation date are treated, in essence, as converted to cash as of each computation date (as such dates are described below). The "cash value" of investments determined in this manner is subject to many special rules. Under many circumstances, the "market value" of an investment may be used. The application of these rules is complex and requires a comprehensive understanding of the rebate regulations.

To properly plan for the eventual payment of rebate to the United States, we suggest that you make annual calculations estimating rebate liability. You may also wish to deposit annual estimates of rebate liability into a rebate fund so that the payment to the United States may be made from amounts set aside. Federal tax law does *not*, however, require set asides. In any event, we strongly encourage you to make an annual estimate of the rebate liability. The calculations can be lengthy and often produce surprising results. Experience indicates that the calculation is far more difficult as the period of time for which the calculation is being performed increases.

Phantom Income. With certain exceptions, amounts paid for administrative costs are not treated as increasing earnings for purposes of rebate calculations. Administrative costs that do not increase earnings are reasonable, direct administrative costs, other than carrying costs, and generally include brokerage commissions for the purchase of investment agreements and separately stated brokerage or selling commissions, but not legal and accounting fees, record keeping, custody, and similar costs and expenses. The Regulations provide a safe harbor for determining that a broker's fee for the purchase of an investment agreement is reasonable.

Computation Dates. Each calculation of Excess Earnings should be made as of a "Computation Date." The Computation Date should be the same date in each calendar year (except that the final Computation Date should be the date on which all of the Bonds are actually retired). As indicated above, a Computation Date is required at least every five years. The first Computation Date must be on or before the fifth anniversary of the issuance of the Bonds. Each Computation Date, other than the final Computation Date, is the end of a bond year. A bond year ends on any date within one year of the issuance of the Bonds that you choose. If you do not choose an ending date for a bond year, it will be the anniversary date of the issuance of the Bonds.

Excess Earnings on a fixed Yield issue are determined by comparing Actual Earnings as of a Computation Date with Allowable Earnings as of the same date. Allowable Earnings are based on the Bond Yield as of such Computation Date. Bond Yield may change, but for reasons described below under "Bond Yield" it is unlikely to change over the life of the Bonds. If Bond Yield decreases as of a particular Computation Date, rebate (or additional rebate) may be due with respect to investments that have previously matured and the proceeds thereof spent.

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Except as provided below, on a variable Yield issue, Excess Earnings are computed for the period of time between Computation Dates (or from the date of issue of the Bonds in the case of the first Computation Date) by calculating Allowable Earnings based on Bond Yield for that period of time and comparing it with Actual Earnings for the same period. Once calculated for each such period, rebate for that period cannot change—*i.e.,* a snapshot for that period is taken and it never changes. Prior to the first date on which a rebate payment is required, you may choose to treat the end of any bond year as a computation date for purposes of the snapshot approach.

Bond Yield. For fixed Yield issues, generally Bond Yield is calculated based upon expected payments of principal of and interest on the Bonds (including amounts treated as interest). Bond Yield on a fixed Yield issue is generally not required to be recalculated after the date of issuance except under certain limited circumstances. Generally, recomputation is required upon changes in hedging transactions (*e.g.,* purchase or termination of a swap or cap agreement associated with the Bonds) or the transfer of rights associated with the Bonds (*e.g.,* sale of a call option). The actual rules for computing Bond Yield are quite complex, and if Bond Yield must be calculated or recalculated, an expert should be consulted.

Gross Proceeds. Based upon the facts and expectations presented in the Tax Agreement, the Gross Proceeds are all moneys and investments in the funds and accounts (regardless of where held) listed on the exhibit to the Tax Agreement referenced in the definition of "Gross Proceeds." If, contrary to the expectations described in the Tax Agreement, moneys or investments are pledged or otherwise set aside for payment of principal of or interest on the Bonds, such amounts may also constitute Gross Proceeds.

Universal Cap. Gross Proceeds will cease to be allocated to the Bonds (and will therefore be treated as if spent) to the extent that the amount of Gross Proceeds exceeds the outstanding amount of the Bonds (the *"Universal Cap"*). Although special rules are applicable in the case of discount or premium bonds, the outstanding amount of bonds is roughly equal to the outstanding principal amount. Generally, but not always, the market value of investments is used to test the amount of Gross Proceeds. The Universal Cap may cause allocations on the second anniversary of the issue date and as of the first day of each bond year thereafter.

Commingled Funds. Funds allocated to two or more issues or containing amounts that are not Gross Proceeds and amounts that are Gross Proceeds (including, for example, parity reserve funds) in which amounts are invested collectively without regard to source of funds must be treated as Commingled Funds. Investment earnings on Commingled Funds must be allocated to the Gross Proceeds according to a consistently applied reasonable allocation method. Such method, for example, may be based on average daily balances. Investments in Commingled Funds must be valued annually to properly allocate unrealized gain or loss to the Gross Proceeds. This mark to market requirement will not apply if the weighted average maturity of all investments held in the Commingled Fund during a particular fiscal year does not exceed 18 months and does not apply to commingled debt service and debt service reserve funds.

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Bona Fide Debt Service Fund Exception to the General Rule. Based upon the information in the Tax Agreement, the Bond Fund is a bona fide debt service fund. As such, no excess earnings need to be computed on the fund. To the extent that the Bond Fund ceases to be a "bona fide debt service fund" as described in Section 3.2 of the Tax Agreement, some Bond Fund moneys may be subject to the rebate requirement.

Six-Month Exception to the General Rule. If all Gross Proceeds of the Bonds (including earnings thereon, but excluding amounts described in the next sentence) are spent within six months of the date the Bonds are issued (except for an amount no greater than 5% of the Bond proceeds, and you spend all of those amounts (plus earnings thereon), within one year from the Closing) no rebate is required, except as described in this paragraph. Gross Proceeds required to be spent within this period do not include amounts deposited in a reasonably required reserve fund or in a bona fide debt service fund, and do not include Gross Proceeds that were not expected on the issue date of the Bonds and arose more than six months after the date the Bonds are issued. If the Bonds are secured by a reasonably required reserve fund, rebate is required to be calculated and paid on the reserve fund from the date the Bonds are issued, and if unexpected Gross Proceeds arise more than six months after the date the Bonds are issued, rebate is required to be calculated and paid on these amounts. To qualify for the six-month exception, there must be no other amounts that are treated as Gross Proceeds of the Bonds.

Eighteen-Month Exception to the General Rule. If all Gross Proceeds, (including investment earnings thereon, but excluding amounts described in the next sentence), are expended in accordance with the spend-down requirements set forth below, no rebate is required except as described in this paragraph. Gross Proceeds required to be spent within this period do not include amounts deposited in a reasonably required reserve fund or in a bona fide debt service fund, and do not include Gross Proceeds that were not expected on the issue date of the Bonds and arose more than eighteen months after the date the Bonds are issued. If the Bonds are secured by a reasonably required reserve fund, rebate is required to be calculated and paid on the reserve fund from the date the Bonds are issued, and if unexpected Gross Proceeds arise more than eighteen months after the date the Bonds are issued, rebate is required to be calculated and paid on these amounts. To qualify for the eighteen-month exception, there must be no other amounts that are treated as Gross Proceeds of the Bonds.

PERIOD	SPEND-DOWN REQUIREMENT
6 months	15%
12 months	60%
18 months	100% (except for reasonable retainages up to 5%)
30 months	all reasonable retainages must be spent

Reasonable retainage for this purpose and for purposes of the two-year construction exception described below is an amount retained for reasonable business purposes relating to the property financed with the proceeds of the Bonds (which may include, for example, a retention to

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ensure or promote compliance with a construction contract in circumstances in which the retained amount is not yet payable, or on which you reasonably determine that a dispute exists regarding completion or payment). To test these percentages for the 6-month and 12-month periods, the total amount of earnings reasonably expected at Closing are included in the total to which the percentages are applied. Actual earnings are included for the 18-month and 30-month periods. If you exercise due diligence to complete the financed project and an amount not exceeding the lesser of three percent of the issue price of the Bonds or $250,000 remains unspent as of the end of the eighteenth month if the reasonable retainage is not used, or the end of the 30th month if the reasonable retainage is used, you will be treated as satisfying the final expenditure requirement.

Two-Year Construction Expenditure Exception to the General Rule. Rebate is not required in the case of an issue (or, if an appropriate election is made at Closing, the portion of an issue) 75% of the "available construction proceeds" of which are expected to be used for construction expenditures (with respect to property that is owned by a governmental unit or a 501(c)(3) organization) and the available construction proceeds of which are spent in accordance with the spend-down requirements set forth below, except as described below. Generally, available construction proceeds are the original proceeds of the Bonds and investment earnings thereon, other than amounts deposited in a reasonably required reserve fund and amounts used to pay issuance costs of the issue. In general, amounts in a reasonably required reserve fund are subject to rebate as of the earlier of substantial completion of construction or the date two years from the date of issuance of the Bonds. In addition, rebate is generally required on any Gross Proceeds other than available construction proceeds, such as other amounts pledged to the Bonds.

PERIOD	SPEND-DOWN REQUIREMENT
6 months	10%
12 months	45%
18 months	75%
24 months	100% (except for reasonable retainages up to 5%)
36 months	all reasonable retainages must be spent

Reasonable retainages are described above under the eighteen-month exception. In addition, if you exercise due diligence to complete the Project, an amount not exceeding the lesser of three percent of the issue price of the issue or $250,000 may be disregarded in testing compliance with the 24-month spend-down requirement if the reasonable retainage is not used, or the 36 month spend-down requirement if the reasonable retainage is used.

Gross proceeds used to pay Costs of Issuance are not available construction proceeds and expenditures for Costs of Issuance do not count towards meeting the spending requirements. If, however, the spending requirements are met, and all Costs of Issuance are paid within two years, no rebate is required on amounts used to pay such costs.

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Available construction proceeds include earnings on other available construction proceeds. For the first three periods you must use reasonable expectations regarding future investment earnings in calculating such expenditure requirements; for later periods you must use the amount of actual earnings. You may have elected to use actual facts rather than reasonable expectations as to future earnings.

Qualified Tax-Exempt Obligation Exception to the General Rule. Earnings on any Gross Proceeds invested in Qualified Tax-Exempt Obligations (as defined in Article I of the Tax Agreement, generally not including as Qualified Tax-Exempt Obligations those obligations subject to the individual alternative minimum tax) are not considered when calculating Excess Earnings, regardless of whether those amounts have a Yield greater than or less than the Bond Yield. To the extent that 100% of Gross Proceeds are continually invested in Qualified Tax-Exempt Obligations, there would be no rebate requirement.

Investment at Fair Market Value. Investments of Gross Proceeds and amounts in any rebate fund must be made in arm's-length transactions in a manner that does not reduce the amount to be rebated to the United States. Investment decisions (other than the decision to invest in Qualified Tax-Exempt Obligations to avoid rebate) must be made on the basis of normal investment criteria of safety, Yield, and when the money will be needed. All interest rates and Yields must be market rates and Yields. Money must not be allowed to remain uninvested except for small amounts or for short periods of time, as provided in Section 4.3 of the Tax Agreement. Specific rules exist for certificates of deposit and investment agreements (including repurchase agreements) as set forth in Section 4.3 of the Tax Agreement.

Rebate Payments. Within 60 days after the Computation Date that is the end of the fifth bond year and every fifth bond year thereafter, at least 90% of the Excess Earnings and all earnings on the Excess Earnings (net of an appropriate credit depending on whether unexpended Gross Proceeds continue to exist) must be paid to the United States. Within 60 days of final payment of all principal of and interest on the Bonds to the holders of the Bonds, all Excess Earnings and all earnings on the Excess Earnings (net of the credit) must be paid to the United States. All payments to the United States must be mailed to the address provided in the instructions to Form 8038-T or such other form specified by the Internal Revenue Service. Form 8038-T or such other form specified by the Internal Revenue Service must be signed by the Issuer.

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EXHIBIT I

DECLARATION OF INTENT TO REIMBURSE

[TO BE INSERTED]

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EXHIBIT J

COPY OF CITY POST-ISSUANCE COMPLIANCE POLICY

POST ISSUANCE TAX COMPLIANCE PROCEDURES FOR TAX-EXEMPT BONDS AND CERTIFICATES OF PARTICIPATION

The purpose of these Post-Issuance Tax Compliance Procedures for Tax-Exempt Bonds and Certificates of Participation is to establish policies and procedures in connection with tax-exempt bonds and/or certificates of participation (collectively, "Bonds") issued by the City of Idaho Falls, Idaho (the "City") so as to ensure that the City complies with all applicable post-issuance requirements of Section 148 of the Internal Revenue Code (the "Code") needed to preserve the tax-exempt status of such tax-exempt Bonds.

I. General

A. Responsibility

Ultimate responsibility for all matters relating to City financings and refinancings rests with the Municipal Services Director of the City (hereinafter, the "Administrator").

B. Compliance Checklist

Attached is a Compliance Checklist to assist in applying these Procedures.

II. Post-Issuance Compliance Requirements

A. External Advisors/Documentation

The Administrator and other appropriate City personnel shall consult with bond counsel and other legal counsel and advisors, as needed, throughout the bond issuance process to identify requirements and to establish procedures necessary or appropriate so that the Bonds will continue to qualify for the appropriate tax status. Those requirements and procedures shall be documented in the City resolution(s), tax certificate(s) and/or other documents finalized at or before issuance of Bonds. Those requirements and procedures shall include future compliance with applicable arbitrage rebate requirements and all other applicable post issuance requirements of the Code throughout (and in some cases beyond) the term of the Bonds.

The Administrator and other appropriate City personnel also shall consult with bond counsel and other legal counsel and advisors, as needed, following issuance of Bonds to ensure that all applicable post issuance requirements in fact are met. This shall include, without limitation, consultation in connection with future contracts with respect to the use of bond financed assets and future contracts with respect to output or throughput of bond financed assets.

Whenever necessary or appropriate, the City shall engage expert advisors (each a "Rebate Service Provider") to assist in the calculation of arbitrage rebate payable in respect of the investment of bond proceeds.

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B. Role of the City as Issuer of Tax-Exempt Bonds

Unless otherwise provided by City resolutions, agreements entered into in connection with the issuance of Bonds, or tax certificate(s), unexpended bond proceeds shall be held by the City, and the investment of bond proceeds shall be managed by the Administrator. Unless otherwise provided by City resolutions, agreements entered into in connection with the issuance of Bonds, or the tax certificate, the Administrator shall maintain records and shall prepare regular, periodic statements to the City regarding the investments and transactions involving bond proceeds.

If a City resolution or ordinance provides for bond proceeds to be administered by a trustee, the City shall obtain from the trustee the agreement to provide statements regarding the investments and transactions involving bond proceeds, no less than quarterly.

C. Arbitrage Rebate and Yield

Unless a tax certificate reflects that bond counsel has advised that arbitrage rebate will not be applicable to an issue of Bonds:

- the City shall engage the services of a Rebate Service Provider, and the City or the bond trustee shall deliver statements concerning the investment of bond proceeds to the Rebate Service Provider in a manner that will enable timely calculation of arbitrage rebate;

- the Administrator and other appropriate City personnel shall provide to the Rebate Service Provider additional documents and information reasonably requested by the Rebate Service Provider;

- the Administrator and other appropriate City personnel shall monitor efforts of the Rebate Service Provider and assure payment of required rebate amounts, if any, no later than 60 days after each 5-year anniversary of the issue date of the Bonds, and no later than 60 days after the last Bond of each issue is redeemed; and

- during the construction period of each capital project financed in whole or in part by Bonds, the Administrator and other appropriate City personnel shall monitor the investment and expenditure of bond proceeds and shall consult with the Rebate Service Provider to determine compliance with any applicable exceptions from the arbitrage rebate requirements during each 6-month spending period up to 6 months, 18 months or 24 months, as applicable, following the issue date of the Bonds.

The City shall retain copies of all arbitrage reports and trustee statements as described below under "Record Keeping Requirements."

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D. Use of Bond Proceeds

The Administrator and other appropriate City personnel shall:

- monitor the use of bond proceeds, the use of bond-financed assets (e.g., facilities, furnishings or equipment) and the output or throughput of bond-financed assets throughout the term of the Bonds (and in some cases beyond the term of the Bonds) to ensure compliance with covenants and restrictions set forth in applicable City resolutions and tax certificates;

- maintain records identifying the assets or portion of assets that are financed or refinanced with proceeds of each issue of Bonds;

- consult with bond counsel and other professional expert advisers in the review of any management contracts or other arrangements involving use of bond-financed facilities to ensure compliance with all covenants and restrictions set forth in applicable City resolutions and tax certificates;

- maintain records for any contracts or arrangements involving the use of bond financed facilities as might be necessary or appropriate to document compliance with all covenants and restrictions set forth in applicable City resolutions and tax certificates;

- meet at least annually with personnel responsible for bond-financed assets to identify and discuss any existing or planned use of bond-financed assets or output or throughput of bond-financed assets, to ensure that those uses are consistent with all covenants and restrictions set forth in applicable City resolutions and tax certificates.

All relevant records and contracts shall be maintained as described below.

E. Record Keeping Requirements

Unless otherwise specified in applicable City resolutions or tax certificates, the City shall maintain the following documents for the term of each issue of Bonds (including refunding Bonds, if any) plus at least an additional five years:

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- a copy of the bond closing transcript(s) and other relevant documentation delivered to the City at or in connection with closing of the issue of Bonds;
- a copy of all material documents relating to capital expenditures financed or refinanced by bond proceeds, including (without limitation) construction contracts, purchase orders, invoices, trustee requisitions and payment records, as well as documents relating to costs reimbursed with bond proceeds and records identifying the assets or portion of assets that are financed or refinanced with bond proceeds;
- a copy of all contracts and arrangements involving private use of bond-financed assets or for the private use of output or throughput of bond-financed assets; and
- copies of all records of investments, investment agreements, arbitrage reports and underlying documents, including trustee statements.
- a copy of the bond closing transcript(s) and other relevant documentation delivered to the City at or in connection with closing of the issue of Bonds;
- copy of all material documents relating to capital expenditures financed or refinanced by bond proceeds, including (without limitation) construction contracts, purchase orders, invoices, trustee requisitions and payment records, as well as documents relating to costs reimbursed with bond proceeds and records identifying the assets or portion of assets that are financed or refinanced with bond proceeds;
- copy of all contracts and arrangements involving private use of bond-financed assets or for the private use of output or throughput of bond-financed assets; and
- copies of all records of investments, investment agreements, arbitrage reports and underlying documents, including trustee statements.

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COMPLIANCE CHECKLIST:

Construction (Applicable if any bond-financed projects are under construction):

☐ Check in with Rebate Service Provider regarding any applicable exceptions from the arbitrage rebate requirements during each 6-month spending period up to 6 months, 18 months, or 24 months following the issue date of any bond issue.

☐ Are there any remaining bond proceeds after completion of the project? If yes, deposit them into the debt service fund. Or, remaining proceeds may be spent on other projects, provided they were included in the description used in the ballot question.

☐ If other funds, aside from bond proceeds, were contributed to the project, check to make sure allocations of bond proceeds have been made to the project. Allocations need to be made in writing within 18 months after project is placed in service.

Investment and Proceeds Review (Annually):

☐ Create/update summary of investments of bond proceeds.

☐ Check in with Rebate Service Provider and provide summary of current investments of bond proceeds

Uses of Bond-Financed Facilities Review (Annually):

☐ Create/update list of all properties, equipment, facilities or furnishings financed with bond proceeds, separately identified by each bond issue of the City.

☐ Create/update list of all agreements granting long-term use (e.g., through leases or use agreements) of bond-financed facilities or properties to outside persons that are not a unit of state or local government. Provide all such contracts to bond counsel for review.

☐ Create/update list of all agreements granting temporary use (e.g., incidental uses or daily leases) of bond-financed facilities or properties to outside persons that are not a unit of state or local government.

☐ Are all such uses based on the same set, uniform rates? If no, please contact bond counsel.

☐ Are all agreements based on fair market value? If no, please contact bond counsel.

☐ Do any of the agreements provide for use longer than a total of 50 days by any single user? If yes, please contact bond counsel.

☐ Create/update list of all agreements granting non-exclusive uses of bond-financed facilities or properties to outside persons that are not a unit of state or local government. For example, agreements allowing private business facilities such as vending machines, kiosks, etc.

The following questions relate to **each** of the facilities/properties listed above:

☐ Is any of the facility/project managed by an outside organization? If yes, provide any such contracts to bond counsel for review.

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☐ Does any party other than a governmental entity have beneficial use or rights with respect to a financed property (e.g., naming rights or the right to use a bond-financed parking lot)? If yes, please discuss with bond counsel.

Bond Pay-Off:

☐ Check payment and redemption dates of bond issues and upon final payment, check in with Rebate Service Provider to make a final rebate computation no later than 60 days following the bond payment or redemption date.

Rebate:

☐ At least 60 days prior to each fifth anniversary of the issue date of each bond issue of the City, check with Rebate Service Provider to ensure that appropriate rebate amounts, if any, are being calculated by the Rebate Service Provider.

☐ Promptly following each fifth anniversary of the issue date of each bond issue of the City, check with Rebate Service Provider to ensure that appropriate rebate amounts, if any, have been remitted to the IRS.

Other (Upon Occurrence):

☐ Any time the use of a bond-financed project is changed from a governmental use to a nongovernmental use (e.g., by way of sale), please notify bond counsel immediately for remedial action which must be taken within 90 days of change.

☐ Any time a new Municipal Services Director of the City is appointed, the new Municipal Services Director shall go over the Procedures and this Checklist with bond counsel.

Policy History:
Administratively adopted on: December 23, 2020

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CONTINUING DISCLOSURE UNDERTAKING

FOR THE PURPOSE OF PROVIDING
CONTINUING DISCLOSURE INFORMATION
UNDER PARAGRAPH (b)(5) OF RULE 15C2-12

DATED: _____, 2024

THIS CONTINUING DISCLOSURE UNDERTAKING (the *"Agreement"*) is executed and delivered by the City of Idaho Falls, Idaho, d/b/a Idaho Falls Power (the *"City"*) in connection with the issuance by the Idaho Energy Resources Authority (the *"Issuer"*) of $_____ aggregate principal amount of its Power Supply Revenue Bonds (Idaho Falls Power Project), Series 2024 (the *"Bonds"*). The Bonds are being issued pursuant to an Indenture of Trust, dated as of September 1, 2024 (the *"Indenture"*).

In consideration of the issuance of the Bonds by the Issuer and the purchase of such Bonds by the beneficial owners thereof, the City covenants and agrees as follows:

Section 1. PURPOSE OF THIS AGREEMENT. This Agreement is executed and delivered by the City as of the date set forth above, for the benefit of the beneficial owners of the Bonds and in order to assist the Participating Underwriter (as defined below) in complying with the requirements of the Rule (as defined below). The City represents that it will be the only obligated person with respect to the Bonds at the time the Bonds are delivered to the Participating Underwriter and that no other person is expected to become so committed at any time after issuance of the Bonds.

Section 2. DEFINITIONS. The terms set forth below shall have the following meanings in this Agreement, unless the context clearly otherwise requires.

"Annual Financial Information" means the financial information and operating data described in *Exhibit I*.

"Annual Financial Information Disclosure" means the dissemination of disclosure concerning Annual Financial Information and the dissemination of the Audited Financial Statements as set forth in Section 4.

"Audited Financial Statements" means the Annual Comprehensive Financial Report of the City prepared pursuant to the standards and as described in *Exhibit I*.

"Commission" means the Securities and Exchange Commission.

"Dissemination Agent" means any agent designated by the City to assist the City with the filing of Annual Financial Information Disclosure and Reportable Events Disclosure under this Agreement and which has filed with the City a written acceptance of such designation, and such agent's successors and assigns.

"EMMA" means the MSRB through its Electronic Municipal Market Access system for municipal securities disclosure or through any other electronic format or system prescribed by the MSRB for purposes of the Rule.

"Exchange Act" means the Securities Exchange Act of 1934, as amended.

"Financial Obligation" means (a) a debt obligation, (b) a derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation, or (c) a guarantee of (a) or (b) in this definition; *provided however,* the term Financial Obligation shall not include municipal securities as to which a final official statement has been provided to the MSRB consistent with the Rule.

"MSRB" means the Municipal Securities Rulemaking Board.

"Participating Underwriter" means each broker, dealer or municipal securities dealer acting as an underwriter in the primary offering of the Bonds.

"Power Supply Agreement" means the Power Supply Agreement, dated as of September 1, 2024, by and between the Issuer and the City.

"Reportable Event" means the occurrence of any of the Events with respect to the Bonds set forth in *Exhibit II*.

"Reportable Events Disclosure" means dissemination of a notice of a Event as set forth in Section 5.

"Rule" means Rule 15c2-12 adopted by the Commission under the Exchange Act, as the same may be amended from time to time.

"Undertaking" means the obligations of the City pursuant to Sections 4 and 5.

Section 3. CUSIP NUMBER/FINAL OFFICIAL STATEMENT. The CUSIP Numbers of the Bonds maturing in each of the following years are as follows:

SEPTEMBER 15 OF THE YEAR	CUSIP NUMBER	SEPTEMBER 15 OF THE YEAR	CUSIP NUMBER

The Final Official Statement relating to the Bonds is dated _____, 2024 (the *"Final Official Statement"*).

Section 4. ANNUAL FINANCIAL INFORMATION DISCLOSURE. Subject to Section 8 of this Agreement, the City hereby covenants that it will disseminate its Annual Financial Information and its Audited Financial Statements (in the form and by the dates set forth in *Exhibit I*) to EMMA in such manner and format and accompanied by identifying information as is prescribed by the MSRB or the Commission at the time of delivery of such information and by such time so that such entities receive the information by the dates specified. MSRB

Rule G-32 requires all EMMA filings to be in word-searchable PDF format. This requirement extends to all documents to be filed with EMMA, including financial statements and other externally prepared reports.

If any part of the Annual Financial Information can no longer be generated because the operations to which it is related have been materially changed or discontinued, the City will disseminate a statement to such effect as part of its Annual Financial Information for the year in which such event first occurs.

If any amendment or waiver is made to this Agreement, the Annual Financial Information for the year in which such amendment is made (or in any notice or supplement provided to EMMA) shall contain a narrative description of the reasons for such amendment or waiver and its impact on the type of information being provided.

Section 5. REPORTABLE EVENTS DISCLOSURE. Subject to Section 8 of this Agreement, the City hereby covenants that it will disseminate in a timely manner (not in excess of ten business days after the occurrence of the Reportable Event) Reportable Events Disclosure to EMMA in such manner and format and accompanied by identifying information as is prescribed by the MSRB or the Commission at the time of delivery of such information. MSRB Rule G-32 requires all EMMA filings to be in word-searchable PDF format. This requirement extends to all documents to be filed with EMMA, including financial statements and other externally prepared reports. Notwithstanding the foregoing, notice of optional or unscheduled redemption of any Bond or defeasance of any Bond need not be given under this Agreement any earlier than the notice (if any) of such redemption or defeasance is given to the owners of the Bonds pursuant to the Indenture.

Section 6. CONSEQUENCES OF FAILURE OF THE CITY TO PROVIDE INFORMATION. The City shall give notice in a timely manner to EMMA of any failure to provide Annual Financial Information Disclosure when the same is due hereunder.

In the event of a failure of the City to comply with any provision of this Agreement, the beneficial owner of any Bond may seek mandamus or specific performance by court order, to cause the City to comply with its obligations under this Agreement. The beneficial owners of 25% or more in principal amount of the Bonds outstanding may challenge the adequacy of the information provided under this Agreement and seek specific performance by court order to cause the City to provide the information as required by this Agreement. A default under this Agreement shall not be deemed a default under the Indenture or the Power Supply Agreement, and the sole remedy under this Agreement in the event of any failure of the City to comply with this Agreement shall be an action to compel performance.

Section 7. AMENDMENTS; WAIVER. Notwithstanding any other provision of this Agreement, the City by resolution authorizing such amendment or waiver, may amend this Agreement, and any provision of this Agreement may be waived, if:

(a) (i) the amendment or waiver is made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature, or status of the City, or type of business conducted; or

(ii) this Agreement, as amended, or the provision, as waived, would have complied with the requirements of the Rule at the time of the primary offering, after taking into

account any amendments or interpretations of the Rule, as well as any change in circumstances; and

(b) the amendment or waiver does not materially impair the interests of the beneficial owners of the Bonds, as determined either by parties unaffiliated with the City or any other obligated person (such as bond counsel).

In the event that the Commission or the MSRB or other regulatory authority shall approve or require Annual Financial Information Disclosure or Reportable Events Disclosure to be made to a central post office, governmental agency or similar entity other than EMMA or in lieu of EMMA, the City shall, if required, make such dissemination to such central post office, governmental agency or similar entity without the necessity of amending this Agreement.

Section 8. TERMINATION OF UNDERTAKING. The Undertaking of the City shall be terminated hereunder if the City shall no longer have any legal liability for any obligation on or under the Power Supply Agreement. The City shall give notice in a timely manner if this Section is applicable to EMMA.

Section 9. DISSEMINATION AGENT. The City may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Agreement, and may discharge any such Dissemination Agent, with or without appointing a successor Dissemination Agent.

Section 10. ADDITIONAL INFORMATION. Nothing in this Agreement shall be deemed to prevent the City from disseminating any other information, using the means of dissemination set forth in this Agreement or any other means of communication, or including any other information in any Annual Financial Information Disclosure or notice of occurrence of a Reportable Event, in addition to that which is required by this Agreement, including, but not limited to any annual report or separate financial statements relating to Idaho Falls Power. If the City chooses to include any information from any document or notice of occurrence of a Reportable Event in addition to that which is specifically required by this Agreement, the City shall have no obligation under this Agreement to update such information or include it in any future disclosure or notice of occurrence of a Reportable Event.

Section 11. BENEFICIARIES. This Agreement has been executed in order to assist the Participating Underwriter in complying with the Rule; *provided, however*, this Agreement shall inure solely to the benefit of the City, the Dissemination Agent, if any, and the beneficial owners of the Bonds, and shall create no rights in any other person or entity.

Section 12. RECORDKEEPING. The City shall maintain records of all Annual Financial Information Disclosure and Reportable Events Disclosure, including the content of such disclosure, the names of the entities with whom such disclosure was filed and the date of filing such disclosure.

Section 13. ASSIGNMENT. The City shall not transfer its obligations under the Power Supply Agreement unless the transferee agrees to assume all obligations of the City under this Agreement or to execute an Undertaking under the Rule.

Section 14. GOVERNING LAW. This Agreement shall be governed by the laws of the State of Idaho.

DATED as of the day and year first above written.

CITY OF IDAHO FALLS, IDAHO

By_____
Rebecca L. Noah Casper, Mayor

EXHIBIT I

ANNUAL FINANCIAL INFORMATION AND TIMING AND AUDITED FINANCIAL STATEMENTS

"Annual Financial Information" means financial information and operating data of the type contained in the tables (except where noted) of the Official Statement under the following captions:

CAPTION	PAGE
APPENDIX A–THE CITY OF IDAHO FALLS AND IDAHO FALLS POWER	
–IDAHO FALLS POWER	
–Five-Year Power Supply and Sales History	
–Energy Sales and Customers	

All or a portion of the Annual Financial Information and the Audited Financial Statements as set forth below may be included by reference to other documents which have been submitted to EMMA or filed with the Commission. If the information included by reference is contained in a Final Official Statement, the Final Official Statement must be available on EMMA; the Final Official Statement need not be available from the Commission. The City shall clearly identify each such item of information included by reference.

Annual Financial Information exclusive of Audited Financial Statements will be provided to EMMA not later than 210 days following the end of each fiscal year of the City (presently September 30), beginning with the fiscal year ending September 30, 2024. Audited Financial Statements as described below should be filed at the same time as the Annual Financial Information. If Audited Financial Statements are not available when the Annual Financial Information is filed, unaudited financial statements shall be included.

Audited Financial Statements will be prepared pursuant to generally accepted accounting principles as prescribed by the Government Accounting Standards Board. Audited Financial Statements will be provided to EMMA within 30 days after availability to City.

If any change is made to the Annual Financial Information as permitted by Section 4 of the Agreement, the City will disseminate a notice of such change as required by Section 4.

EXHIBIT II

EVENTS WITH RESPECT TO THE BONDS FOR WHICH REPORTABLE EVENTS DISCLOSURE IS REQUIRED

1. Principal and interest payment delinquencies
2. Non-payment related defaults, if material
3. Unscheduled draws on debt service reserves reflecting financial difficulties
4. Unscheduled draws on credit enhancements reflecting financial difficulties
5. Substitution of credit or liquidity providers, or their failure to perform
6. Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the security, or other material events affecting the tax status of the security
7. Modifications to the rights of security holders, if material
8. Bond calls, if material, and tender offers
9. Defeasances
10. Release, substitution or sale of property securing repayment of the securities, if material
11. Rating changes
12. Bankruptcy, insolvency, receivership or similar event of the obligated person*
13. The consummation of a merger, consolidation, or acquisition involving the City or the sale of all or substantially all of the assets of the City, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material
14. Appointment of a successor or additional trustee or the change of name of a trustee, if material
15. Incurrence of a Financial Obligation of the City, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the City, any of which affect security holders, if material
16. Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the City, any of which reflect financial difficulties

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* This event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for the City in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the City, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the City.

PRELIMINARY OFFICIAL STATEMENT DATED _____, 2024

NEW ISSUE
BOOK-ENTRY-ONLY

RATING: FITCH "__"
SEE "RATING" HEREIN.

Subject to compliance by the Issuer and the City with certain covenants, in the opinion of Bond Counsel, under present law, interest on the Bonds is excludible from gross income of the owners thereof for federal income tax purposes and is not includible as an item of tax preference in computing the federal alternative minimum tax for individuals. Interest on the Bonds may affect the corporate alternative minimum tax for certain corporations. In the opinion of Bond Counsel, interest on the Bonds is not subject to the income tax imposed by the State of Idaho under the Idaho Income Tax Act. See "TAX EXEMPTION" herein.

$_____

IDAHO ENERGY RESOURCES AUTHORITY
POWER SUPPLY REVENUE BONDS
(IDAHO FALLS POWER PROJECT)
SERIES 2024

Dated: Date of Delivery **Due: September 15, as shown on inside cover**

The Idaho Energy Resources Authority (the *"Issuer"*) is issuing its Power Supply Revenue Bonds, Series 2024 (the *"Bonds"*) under a Trust Indenture between the Issuer and Zions Bancorporation, National Association, as Trustee. The Bonds will be issued in book-entry form through the facilities of The Depository Trust Company. Purchases of the Bonds will be made in book-entry form through DTC participants in denominations of $5,000 or any multiple thereof. Payments of principal of, premium, if any, and interest on the Bonds will be made directly to DTC, and will subsequently be disbursed to DTC Participants and thereafter to Beneficial Owners of the Bonds, all as described herein.

The Bonds will mature and bear interest as shown on the inside cover page, payable on [March 15, 2025], and semi-annually thereafter on September 15 and March 15 of each year. The Bonds are subject to redemption prior to maturity as described herein.

The Bonds are being issued to finance the costs of the acquisition and construction of the Project, which consists of various electric power and energy generation facilities and improvements, for the use of the City of Idaho Falls, Idaho (the *"City"*). Under the Power Supply Agreement described herein, the Issuer has sold all of the capacity, services and benefits of the Project to the City, and the City has agreed to make Capacity Payments that are sufficient to pay the principal of and interest on the Bonds. The City's obligation to pay the Capacity Payments and its other obligations under the Power Supply Agreement are payable solely from the revenues of the City's municipal electric utility system (the *"System"*) as an operating expense of the System. The City's obligations under the Power Supply Agreement are not general obligations of the City and are not secured by the full faith and credit or the taxing power of the City. See "THE POWER SUPPLY AGREEMENT – Special Obligation of the City."

The Bonds are limited obligations of the Issuer, payable solely from the Trust Estate, including the Capacity Payments payable by the City, pledged pursuant to the Indenture. See "THE ISSUER—Limited Obligations of the Issuer."

The Bonds are offered when, as, and if issued and received by the Underwriter, subject to the approval of the proceedings authorizing the Bonds by Chapman and Cutler LLP, bond counsel, and to certain other conditions. Certain legal matters will be passed upon for the Issuer by Hawley Troxell Ennis & Hawley, Boise, Idaho, for the City by the City Attorney, and for the Underwriter by Gilmore & Bell, P.C., Salt Lake City, Utah. The Bonds are expected to be delivered through the facilities of DTC on or about September 11, 2024.

BOFA SECURITIES

_____, 2024

This Preliminary Official Statement and the information contained herein are subject to change, completion or amendment without notice. The Issuer will make available its final Official Statement with respect to the Bonds. Under no circumstances shall this Preliminary Official Statement constitute an offer to sell or the solicitation of an offer to buy, nor shall there be any sale of the Bonds in any jurisdiction in which such offer, solicitation or sale would be unlawful prior to registration or qualification under the securities laws of any such jurisdiction.

$_____
IDAHO ENERGY RESOURCES AUTHORITY
POWER SUPPLY REVENUE BONDS
(IDAHO FALLS POWER PROJECT)
SERIES 2024

MATURITIES, PRINCIPAL AMOUNTS, INTEREST RATES AND YIELDS

MATURITY (SEPTEMBER 15)	PRINCIPAL AMOUNT	INTEREST RATE	YIELD	CUSIP†

† The CUSIP number is provided by CUSIP Global Services, managed on behalf of the American Bankers Association by Standard & Poor's. The CUSIP number is not intended to create a database and does not serve in any way as a substitute for CUSIP service. CUSIP numbers are provided for convenience and reference only, and are subject to change. Neither the Issuer nor the Underwriter take responsibility for the accuracy of the CUSIP number.

c Priced to optional redemption on _____ 15, 203_.

The information contained in this Official Statement has been obtained from the City of Idaho Falls, Idaho (the *"City"*), and in certain limited respects from the Idaho Energy Resources Authority (the *"Issuer"*) and other sources which are deemed to be reliable. This Official Statement is submitted in connection with the sale of the securities referred to herein, and may not be reproduced or be used, in whole or in part, for any other purpose. The delivery of this Official Statement at any time does not imply that the information herein is correct as of any time subsequent to its date.

No dealer, salesman or any other person has been authorized by the Issuer, the City or BofA Securities, Inc. (the *"Underwriter"*) to give any information or to make any representations other than as contained in this Official Statement in connection with the offering described herein and, if given or made, such other information or representation must not be relied upon as having been authorized by any of the foregoing. This Official Statement does not constitute an offer of any securities, other than those described on the cover page, or an offer to sell or a solicitation of an offer to buy in any jurisdiction in which it is unlawful to make such offer, solicitation or sale.

The Underwriter has provided the following sentence for inclusion in this Official Statement. The Underwriter has reviewed the information in the Official Statement in accordance with, and as part of its responsibilities to investors under the federal securities laws as applied to the facts and circumstances of this transaction, but the Underwriter does not guarantee the accuracy or completeness of such information.

The Issuer makes no representation as to the accuracy or completeness of any information in this Official Statement and takes no responsibility for its contents, other than the information relating to the Issuer under the headings "THE ISSUER" and "LEGALITY FOR INVESTMENT."

This Official Statement contains statements which, to the extent they are not recitations of historical fact, constitute "forward-looking statements." In this respect, the words "estimate," "project," "anticipate," "expect," "intend," "believe" and similar expressions are intended to identify forward-looking statements. A number of important factors affecting the City's business and financial results could cause actual results to differ materially from those stated in the forward-looking statements. The City does not plan to issue updates or revisions to the forward-looking statements.

This Preliminary Official Statement, as of its date, is in a form "deemed final" by the Issuer for purposes of Securities and Exchange Commission Rule 15c2-12(b)(1) but is subject to revision, amendment, and completion in a final Official Statement which will be available within seven business days of the sale date.

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OFFICIAL STATEMENT

$_____
IDAHO ENERGY RESOURCES AUTHORITY
POWER SUPPLY REVENUE BONDS
(IDAHO FALLS POWER PROJECT),
SERIES 2024

INTRODUCTORY STATEMENT

This Official Statement provides information concerning the issuance by the Idaho Energy Resources Authority (the *"Issuer"*) of $_____ principal amount of its Power Supply Revenue Bonds (Idaho Fall Power Project), Series 2024 (the *"Bonds"*). The Bonds are being issued to finance the costs of a state-of-the-art generation peaking plant. The plant will be housed in a 12,000 sq ft pre-engineered metal building, which will also include associated maintenance, office, and meeting spaces. The facility will feature seven Caterpillar generators with a nameplate generation capacity of 17.5 megawatts, and an eighth spot reserved for future hydrogen technology advancements from the Idaho National Laboratory. These generators will be fueled by natural gas, with the capability to run on a 25% hydrogen blend, with potential increases as technology progresses. Additionally, the project includes the construction of a 7,000 sq ft storage building near the generation facility, which will also offer outside storage space for Idaho Falls Power. All such facilities being referred to collectively herein as the *"Project"*. See also "THE PROJECT." The Project will be owned by the Issuer and used to provide generation capacity, services and related benefits to the City of Idaho Falls, Idaho (the *"City"*).

The Issuer will execute a Power Supply Agreement with the City dated as of September 1, 2024 (the *"Power Supply Agreement"*) pursuant to which the Issuer will sell the generation capacity, services and benefits of the Project to the City. The Bonds will be issued under an Indenture of Trust dated as of September 1, 2024 (the *"Indenture"*) between the Issuer and Zions Bancorporation, National Association, as trustee (the *"Trustee"*). Under the Indenture, the Issuer will assign to the Trustee certain rights under the Power Supply Agreement, including the right to receive Capacity Payments (defined below) from the City, which are payable in amounts at least sufficient to pay when due the principal of, and interest on, the Bonds.

Brief descriptions and summaries of the Bonds, the Power Supply Agreement and the Indenture follow in this Official Statement. These descriptions and summaries do not purport to be complete and are subject to and qualified by reference to the provisions of the complete documents, copies of which are available at the offices of the Trustee at 800 West Main Street, Suite 700, Boise, Idaho 83702. Appendices A and B to this Official Statement have been furnished by the City and contain information concerning the City and its electric utility system. Capitalized terms not otherwise defined herein shall have the meanings given to such terms in the Indenture.

THE ISSUER

ORGANIZATION AND PURPOSE

The Idaho Energy Resources Authority was organized in 2005 pursuant to the Idaho Energy Resources Authority Act, Title 67, Chapter 89, Idaho Code, as amended (the *"Act"*). The Issuer is an independent public body politic and corporate and a public instrumentality of the State of Idaho (the *"State"*). The purpose of the Issuer is to promote the development and financing of electric generation, transmission and distribution of facilities for the benefit of investor-owned, cooperative, federal, state and municipal utilities that provide electric service at wholesale or retail in the State (referred to in the Act as *"participating utilities"*), and to thereby promote and protect the economy of the State and the health, safety and welfare of its people.

BOARD OF DIRECTORS

The Issuer is governed by a Board of Directors consisting of seven members appointed by the Governor and confirmed by the State Senate. Directors serve for staggered five-year terms and hold office until their successors are appointed. Directors may not serve for two consecutive terms. The following table lists the Directors and their terms in office:

NAME	TITLE	OCCUPATION	TERM BEGAN*	TERM ENDS†
Michael P. Elliott	Chairman	Licensed professional engineer. Over 45 years of electrical engineering and consulting experience with national engineering and energy project development firms.	06/07/2017	06/30/2026
Bear Prairie	Vice Chairman	General Manager, Idaho Falls Power.	08/08/2018	06/07/2028
Mike Mooney	Secretary-Treasurer	Retired; former Regional President, Bank of the Cascades	02/18/2016	06/30/2025
George Eskridge	Director	Retired; former Member, Idaho House of Representatives; former Bonneville Account Executive.	01/08/2015	06/30/2024
Daniel Kunz	Director	CEO of Prime Mining Corp.; Managing Member of Daniel Kunz Associates, LLC, a natural resources engineering company. Founder and CEO of U.S. Geothermal (sold to Ormat Technologies in 2018).	07/01/2018	06/30/2023
Jim Yost	Director	Retired: Former Idaho Senator. Natural resources advisor to Governors Batt and Otter. Council Member, NW Power and Conservation Council, 2007 – 2023.	10/16/2023	06/30/2028
Jeff Agenbroad	Director	Former banker. Experience in financial services, real estate and entertainment industries. Former Chair, Idaho State Senate Finance Committee.	03/13/2023	06/30/2026

* Date of Director's appointment by the Governor.

† As provided in the Act, Directors hold office until their successors have been appointed and qualified.

MANAGEMENT AND ADMINISTRATION

The Executive Director of the Issuer is Ronald L. Williams. He was appointed to that position in December 2017 after serving as interim Executive Director for several months. Mr. Williams has also served as general counsel to the Issuer since 2005, and provides legal, administrative, strategic and government affairs support to the Board of Directors. In his former role as Executive Director of the Idaho Consumer-Owned

Utilities Association, Mr. Williams was the principal lobbyist for the Idaho Energy Resources Authority Act and steered its passage through the Idaho Legislature in 2005. Mr. Williams' legal practice focuses on energy and telecommunications law. He is a graduate of the University of Idaho and the Northwestern School of Law at Lewis and Clark College, Portland, Oregon, and is licensed to practice law in Idaho and Oregon.

The Assistant Executive Director of the Issuer is Will Hart, appointed to that position in December of 2023. Since 2009 Mr. Hart has served as the Executive Director of the Idaho Consumer-Owned Utilities Association (ICUA), succeeding Mr. Williams in that position. ICUA represents 22 rural electric cooperatives and municipal power companies that serve over 140,000 Idahoans. The City is a member of ICUA. Mr. Hart worked in Washington, DC as National Communications Manager for U.S. Senator Larry Craig and as Communications Director for U.S. Congressman C.L. "Butch" Otter. In 2005, Hart returned to Idaho as the Boise Regional Director for Senator Craig and in 2008 became State Director. Mr. Hart attended the University of Idaho, where he earned a B.A. in History.

The Assistant Treasurer of the Issuer is Amy Schaecher. She has maintained the financial records of the Issuer since 2012 and was appointed as Assistant Treasurer in March 2018. Her duties include maintaining regular business transactions as well as bank reconciliation, accounts payable, accounts receivable, treasury functions, audit firm liaison and financial reporting to the Secretary-Treasurer and Board of Directors. She has served in these roles for a wide variety of businesses ranging from technical consulting to solar energy management, as well as for several non-profit organizations in the Boise area. She has a Bachelor's Degree in Accounting from Boise State University and worked as a Controller for Key Bank.

The Issuer's offices are located at 877 Main Street, Suite 200, Boise, Idaho 83701, and the Issuer's mailing address is P.O. Box 1617, Boise, Idaho 83701.

POWERS OF THE ISSUER

Under the Act, the Issuer has the power, among others, to (i) acquire and construct facilities, (ii) issue bonds to finance the cost and acquisition of facilities, (iii) sell or lease the service, output or product provided by facilities to participating utilities, and (iv) enter into trust indentures and other instruments to secure its bonds. The Act provides that the Issuer shall not commence the development or financing for any facility until it shall have entered into contractual arrangements with a participating utility that contain provisions determined by the Issuer to provide adequate assurance that all capital, operating and related costs of the facility will be paid or provided for by the participating utility.

The Act provides that (i) for so long as any bonds are outstanding or any contract, agreement or transaction between the Issuer and a participating utility is in effect, the Issuer shall not have the power and shall not be authorized to be a debtor under the U.S. Bankruptcy Code or any other bankruptcy, insolvency, moratorium, liquidation, dissolution or wind-down law, and (ii) upon the payment in full of bonds issued to finance a facility, the Issuer will convey title to the facility to the participating utility, and may pledge and assign its interest in the facility to the participating utility to secure its obligation to convey title. The Issuer has pledged and assigned its interest in the Project to secure its obligation to convey title to the Project to the City upon the full and final payment of the Bonds.

The Issuer has previously and may from time to time issue bonds, notes and other obligations to finance electric facilities for the benefit of other participating utilities. Any such obligations will be issued pursuant to

instruments separate and apart from the Indenture and will be payable from rents, fees and other payments that are separate and apart from the rents, fees and other payments that the Issuer has pledged to the payment of the Bonds.

LIMITED OBLIGATIONS OF THE ISSUER

The Bonds shall not be payable out of any funds of the Issuer other than those pledged therefor but shall be payable by the Issuer solely from the Trust Estate. Nothing in the Bonds, in the Power Supply Agreement or in the Indenture or any other agreement or binding document shall be considered as pledging any other funds or assets of the Issuer. All right, title, and interest of the Issuer in and to the Trust Estate shall be pledged to the Trustee for the benefit of the Bondholders for the payment of the principal of, premium, if any, and interest on the Bonds in accordance with their terms and provisions of the Indenture. The Bonds are not an indebtedness, debt or liability of the City, the State or any agency or subdivision of the State, and none of the City, the State, its agencies or subdivisions shall be liable on the Bonds. The Bonds do not constitute the giving, pledging or loaning of the faith and credit of the City, the State or its agencies or subdivisions. The Bonds do not directly, indirectly or contingently, obligate the City, the State or any agency or subdivision of the State to levy or collect any form of taxes or assessments for their payment or to create any indebtedness payable out of taxes or assessments. The Issuer has no power to levy or collect taxes or assessments.

SOURCES AND USES OF FUNDS

The proceeds from the sale of the Bonds will be used to pay the costs of the acquisition and construction of the Project (described below) and to pay costs of issuance. The sources and uses of funds in connection with the issuance of the Bonds are approximately as follows:

SOURCES:	
Par Amount	
Original Issue Premium	
Total Sources	
USES:	
Deposit to Project Fund	
Costs of Issuance(1)	
Total Uses	

(1) Includes underwriting, rating agency, Trustee and legal fees and other expenses related to the issuance of the Bonds and the acquisition of the Project.

THE PROJECT

As described herein under "THE POWER SUPPLY AGREEMENT," all of the Project Capacity (defined below) will be sold by the Issuer to the City. The Project consists solely of facilities, fixtures and/or equipment that will be used in connection with the operations of the City's municipal electric utility system, as described below.

Peaking Plant Project. IFP is undertaking the acquisition and construction of a state-of-the-art generation plant on a 136-acre parcel of land in Bonneville County, Idaho. The land is currently owned by the

City and will be leased to the Issuer pursuant to a Ground Lease that extends until the earlier of (a) the payment of all Capacity Payments under the Power Supply Agreement or (b) when the lien of the Indenture has been discharged with respect to the Bonds. The plant will be housed in a 240' x 50' pre-engineered metal building, which will also include associated maintenance, office, and meeting spaces. Of the total acreage, 10 acres have been specifically platted for the plant, while the remaining land allows for potential future expansion for R&D research and the construction of a future substation. The facility will feature seven Caterpillar generators with a nameplate generation capacity of 17.5 megawatts, and an eighth spot reserved for future hydrogen technology advancements from the Idaho National Laboratory. These generators will be fueled by natural gas, with the capability to run on a 25% hydrogen blend, with potential increases as technology progresses. IFP has secured all necessary easements for the Intermountain Gas 6" feeder and the IFP feeder line, ensuring connectivity back to an existing substation. The plant will operate during peak demand times or periods of high energy costs, providing crucial power support for the City. Additionally, the project includes the construction of a 70' x 100' storage building near the generation facility, which will also offer outside storage space for IFP. All such facilities being referred to collectively herein as the *"Project"*.

The City may elect to include additional facilities and equipment within the Project as provided in the Power Supply Agreement. The following table shows the principal components of the Project and their estimated costs:

PROJECT COMPONENT	ESTIMATED COST
Purchase of 131 acres of land	$ 6,048,447
7 Caterpillar generators with 17.5 MW nameplate capacity	11,561,197
12,000 sq. ft. facility and 7,000 sq. ft. storage unit	23,123,900
Improvements and utilities	1,950,000
Fees and easements	299,000
Retrofitting for 12.5 Feeder	470,000
Engineering, consulting and IFP labor	415,000
TOTAL ESTIMATED COST:	$43,867,544

The City presently expects that all of the acquisition and construction of all of the components of the Project will be completed by December 2025.

Under the Power Supply Agreement and the Indenture, the description and specifications of the Project may be amended from time to time without the consent of the holders of the Bonds; *provided, however,* that a change in the description and specifications of the Project shall not entitle the City to any abatement or reduction in the payments under the Power Supply Agreement. See "THE POWER SUPPLY AGREEMENT – Project Changes."

The Bonds will not be secured by a mortgage or other lien on the Project and the interest of the Issuer in the Project is limited by the Power Supply Agreement as described under "SOURCES OF PAYMENT AND SECURITY FOR THE BONDS – Trust Estate." Therefore, the Bondholders should not look to the Project as providing any security for the payment of the Bonds.

SOURCES OF PAYMENT AND SECURITY FOR THE BONDS

TRUST ESTATE

Under the terms of the Indenture, the Bonds are payable solely but equally and ratably from and are secured solely but equally and ratably by the Trust Estate which consists of (i) all right, title and interest of the Issuer in and to the Power Supply Agreement, including all Capacity Payments payable by the City thereunder, excluding, however, the Issuer's Reserved Rights, which rights may be enforced by the Issuer and the Trustee jointly or severally; (ii) all moneys and securities from time to time held by the Trustee under the terms of the Indenture including amounts set apart and transferred to the Project Fund or the Bond Fund, and all investment earnings of any of the foregoing, subject to disbursements from the Project Fund or the Bond Fund in accordance with the provisions of the Power Supply Agreement and the Indenture; and (iii) any and all other property of every kind and nature from time to time which was heretofore or will be hereafter by delivery or by writing of any kind conveyed, mortgaged, pledged, assigned or transferred, as and for additional security under the Indenture, by the Issuer or by any other person, firm or corporation with or without the consent of the Issuer, to the Trustee which is hereby authorized to receive any and all such property at any time and at all times to hold and apply the same subject to the terms of the Indenture.

Pursuant to the Power Supply Agreement between the City and the Issuer, the City is required to make Capacity Payments in the amounts set forth in schedules contained in the Power Supply Agreement which schedules will provide for Capacity Payments at times and in amounts sufficient to pay the principal of and interest and all other amounts due on the Bonds. See herein "THE POWER SUPPLY AGREEMENT" and "THE INDENTURE." Such Capacity Payments are irrevocably pledged by the Issuer pursuant to the Indenture for the payment of principal or redemption premium, if any, of and interest on the Bonds. The Power Supply Agreement provides that such Capacity Payments will be made directly to the Trustee for deposit in the Bond Fund.

The Power Supply Agreement provides that the City's obligation to pay Capacity Payments and all other amounts payable under the Power Supply Agreement is absolute and unconditional, and is payable without any set-off or counterclaim, regardless of whether or not the Project is operating or operable. The City's obligation to make payments will continue until _____, 20__, unless sooner terminated or extended in accordance with the provisions of the Power Supply Agreement, and is coterminous with the final maturity of the Bonds. **The City's obligations under the Power Supply Agreement are not, nor shall they be construed to be, general obligations of the City nor are such obligations intended to be or are they secured by the full faith and credit of the City.**

The Bonds will not be secured by a mortgage or other lien on the Project and the interest of the Issuer in the Project is limited by the Power Supply Agreement as described above. Therefore, the Bondholders should not look to the Project as providing any security for the payment of the Bonds. See "THE PROJECT."

SOURCE OF THE CITY'S PAYMENTS

The City will make all payments under the Power Supply Agreement, including Capacity Payments, as a cost of operation and maintenance of its municipal electric utility system (the *"System"*).

Payments by the City under the Power Supply Agreement are not, nor shall they be construed to be, general obligations of the City nor are such obligations or the Bonds intended to be or are they secured by the full faith and credit of the City.

COVENANTS

Non-Impairment. Under State law, the State has pledged to and agreed with the holders of the Bonds, the Trustee and the City that the State will not limit, alter, restrict or impair the rights of the Issuer pursuant to the Act (i) to acquire, construct, reconstruct, maintain and operate the Project, (ii) to establish, revise, charge and collect rates, rents, fees and other charges as may be convenient or necessary to produce sufficient revenues to meet the expenses of maintenance and operation thereof, and (iii) to fulfill the terms of any agreements made with the holders of the Bonds, and with the Trustee and the City (as parties who have contracted with the Issuer pursuant to the Act), or in any way impair the rights or remedies of the holders of the Bonds or of such parties until the Bonds, together with the interest thereon, are fully paid and discharged and such contracts are fully performed on the part of the Issuer.

No Bankruptcy. State law specifically prohibits the Issuer from becoming a debtor under the U.S. bankruptcy code, title 11 U.S.C., or any other bankruptcy, insolvency, moratorium, liquidation, dissolution or wind-down law for so long as the Bonds are outstanding or any contract, agreement or transaction between the Issuer and a "participating utility" as defined in the Act is in effect.

THE BONDS

GENERAL

The Bonds will be issued originally as a single global certificate for each maturity registered to the Depository Trust Company, New York, New York (*"DTC"*), or its nominee, Cede & Co., to be held in DTC's book-entry-only system. So long as the Bonds are held in the book-entry-only system, DTC (or a successor securities depository) or its nominee will be the registered owner of the Bonds for all purposes of the Indenture, the Bonds and this Official Statement. Interest on the Bonds will be payable only through participants or indirect participants in DTC so long as the Bonds are held in the book-entry-only system. The Bonds are available to the ultimate purchasers in book-entry form only, in denominations of $5,000 and integral multiples thereof. See "Book-Entry-Only System" below.

The Bonds are dated the date of their delivery, and mature on September 15 in the years and in the principal amounts shown on the inside cover page of this Official Statement. The Bonds will bear interest, computed on the basis of a 360-day year of twelve 30-day months, at the rates shown on the inside cover page of this Official Statement. The Bonds are subject to redemption prior to maturity as set forth below. Additional Bonds may be issued under the Indenture. Such Additional Bonds, together with the Bonds, are referred to as the *"Bonds."*

Interest on the Bonds will be payable on March 15 and September 15 of each year, commencing [March 15, 2025], to the persons in whose name the Bonds are registered on the fifteenth day of the month preceding the interest payment date; provided that overdue interest shall be paid to the persons in whose name such Bonds are registered by close of business on the fifth Business Day next preceding the date of payment of the defaulted

interest. So long as the Bonds are held in the book-entry-only system, all payments of principal of and premium, if any, and interest are required to be made by the Trustee to DTC in immediately available funds for further distribution to beneficial owners of the Bonds.

BOOK-ENTRY-ONLY SYSTEM

DTC will act as securities depository for the Bonds. The Bonds will be issued as fully-registered Bonds registered in the name of Cede & Co. (DTC's partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered Bond will be issued for the Bonds for each maturity, in the aggregate principal amount of such maturity, and will be deposited with DTC.

DTC is a limited-purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code, and a "clearing agency" registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments from over 100 countries that DTC's participants (*"Direct Participants"*) deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities, through electronic computerized book-entry transfers and pledges between Direct Participants' accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation (*"DTCC"*). DTCC is the holding company for DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly (*"Indirect Participants"*). The DTC Rules applicable to its Participants are on file with the Securities and Exchange Commission (*"SEC"*). More information about DTC can be found at www.dtcc.com and www.dtc.org.

Purchases of the Bonds under the DTC system must be made by or through Direct Participants, which will receive a credit for the Bonds on DTC's records. The ownership interest of each actual purchaser of each Bond (a *"Beneficial Owner"*) is in turn to be recorded on the Direct and Indirect Participants' records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Bonds are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in the Bonds, except in the event that use of the book-entry-only system for the Bonds is discontinued.

To facilitate subsequent transfers, all Bonds deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of the Bonds with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not affect any change in beneficial ownership. DTC has no knowledge of the actual

Beneficial Owners of the Bonds; DTC's records reflect only the identity of the Direct Participants to whose accounts such Bonds are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. Beneficial Owners of Bonds may wish to take certain steps to augment transmission to them of notices of significant events with respect to the Bonds, such as redemptions, tenders, defaults, and proposed amendments to the Bond documents. For example, Beneficial Owners of Bonds may wish to ascertain that the nominee holding the Bonds for their benefit has agreed to obtain and transmit notices to Beneficial Owners. In the alternative, Beneficial Owners may wish to provide their names and addresses to the Trustee and request that copies of notices be provided directly to them. THE ISSUER, THE CITY AND THE TRUSTEE WILL NOT HAVE ANY RESPONSIBILITY OR OBLIGATION TO SUCH DIRECT AND INDIRECT PARTICIPANTS OR THE PERSONS FOR WHOM THEY ACT AS NOMINEES WITH RESPECT TO THE BONDS.

Redemption notices will be sent to DTC. If less than all of the Bonds are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such issue to be redeemed.

Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to the Bonds unless authorized by a Direct Participant in accordance with DTC's MMI Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to the Issuer as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts the Bonds are credited on the record date (identified in a listing attached to the Omnibus Proxy).

Principal and interest payments on the Bonds will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts upon DTC's receipt of funds and corresponding detail information from the Issuer or the Trustee, on payable dates in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC, the Trustee, or the Issuer, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of principal and interest to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of the Issuer or the Trustee, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants.

DTC may discontinue providing its services as securities depository with respect to the Bonds at any time by giving reasonable notice to the Issuer or the Trustee. Under such circumstances, in the event that a successor securities depository is not obtained, Bonds are required to be printed and delivered as described in the Indenture.

The Issuer, at the direction of the City, may decide to discontinue use of the system of the book-entry transfers through DTC (or a successor securities depository). In that event, Bond certificates will be printed and delivered to DTC.

THE ISSUER, THE TRUSTEE, THE CITY AND THE UNDERWRITER SHALL NOT HAVE ANY RESPONSIBILITY OR OBLIGATION TO ANY DIRECT OR INDIRECT PARTICIPANT, ANY BENEFICIAL OWNER OR ANY OTHER PERSON CLAIMING A BENEFICIAL OWNERSHIP INTEREST IN THE BONDS UNDER OR THROUGH DTC OR ANY DTC PARTICIPANT, OR ANY OTHER PERSON WHICH IS NOT SHOWN ON THE REGISTRATION BOOKS OF THE TRUSTEE AS BEING A HOLDER, WITH RESPECT TO THE ACCURACY OF ANY RECORDS MAINTAINED BY DTC OR ANY DIRECT OR INDIRECT PARTICIPANT; THE PAYMENT BY DTC OR ANY DIRECT OR INDIRECT PARTICIPANT OF ANY AMOUNT IN RESPECT OF THE PRINCIPAL OF, PREMIUM, IF ANY, OR INTEREST ON THE BONDS; ANY NOTICE WHICH IS PERMITTED OR REQUIRED TO BE GIVEN TO OWNERS UNDER THE INDENTURE; THE SELECTION BY DTC OR ANY DIRECT OR INDIRECT PARTICIPANT OF ANY PERSON TO RECEIVE PAYMENT IN THE EVENT OF A PARTIAL REDEMPTION OF THE BONDS; ANY CONSENT GIVEN OR OTHER ACTION TAKEN BY DTC AS AN OWNER; OR ANY OTHER PROCEDURES OR OBLIGATIONS OF DTC UNDER THE BOOK-ENTRY-ONLY SYSTEM.

SO LONG AS CEDE & CO. (OR SUCH OTHER NOMINEE AS MAY BE REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC) IS THE REGISTERED OWNER OF THE BONDS, AS NOMINEE OF DTC, REFERENCES HEREIN TO THE HOLDERS OR OWNERS OR REGISTERED HOLDERS OR REGISTERED OWNERS OF THE BONDS MEANS CEDE & CO., AS AFORESAID, AND DOES NOT MEAN THE BENEFICIAL OWNERS OF THE BONDS.

The foregoing description of the procedures and record keeping with respect to beneficial ownership interests in the Bonds, payment of principal, interest and other payments on the Bonds to Direct and Indirect Participants or Beneficial Owners, confirmation and transfer of beneficial ownership interest in such Bonds and other related transactions by and between DTC, the Direct and Indirect Participants and the Beneficial Owners is based solely on information provided by DTC. Accordingly, no representations can be made concerning these matters, and neither the Direct nor Indirect Participants nor the Beneficial Owners should rely on the foregoing information with respect to such matters, but should instead confirm the same with DTC.

OPTIONAL REDEMPTION

The Bonds maturing on or after September 15, 203_, are subject to redemption, from any moneys that may be available and designated for such purpose, at the option of the Issuer (with the approval of the City), in whole or in part, on any date on or after _____ 15, 203_, at a Redemption Price equal to the principal amount thereof plus accrued interest to the redemption date.

PARTIAL REDEMPTION

If less than all of the Bonds are to be redeemed, the Issuer may select the maturity or maturities to be redeemed. If less than all of the Bonds of any maturity are to be redeemed, the Bonds or portions thereof to be redeemed are to be selected by the Trustee or DTC, as applicable, in accordance with their respective standard procedures. The Indenture provides that the portion of any Bonds of a denomination of more than $5,000 to be redeemed will be in the principal amount of $5,000 or any integral multiple thereof and that in selecting portions of such Bonds for redemption, the Trustee will treat each such Bonds as representing that number of such Bonds of $5,000 denomination that is obtained by dividing the principal amount of such Bonds to be redeemed in part by $5,000.

The particular Bonds to be redeemed shall be determined by the Trustee, using such method as it shall deem fair and appropriate.

NOTICE OF REDEMPTION

Notice of redemption of any Bonds is to be given by the Trustee by first-class mail not less than 20 days nor more than 60 days before the redemption date to the registered owners of the Bonds which are to be redeemed at their last addresses shown on the registration books for the Bonds. Any notice mailed as described above is conclusively presumed to have been duly given, whether or not the registered owner receives the notice. Any defect therein shall not affect the validity of the redemption proceedings for the Bonds being redeemed with respect to which proper mailing was effected.

If notice of redemption has been given as aforesaid, the Bonds called for redemption shall become due and payable on the redemption date, *provided, however,* that with respect to any optional redemption of the Bonds, such notice may state that such redemption is conditional upon the receipt by the Trustee on or prior to the date fixed for such redemption of moneys sufficient to pay the principal of, redemption premium, if any, and interest on the Bonds to be redeemed, and that if such moneys have not been so received said notice will be of no force and effect and the Issuer will not be required to redeem the Bonds. In the event that such notice of redemption contains such a condition and such moneys are not so received, the redemption will not be made and the Trustee will within a reasonable time thereafter give notice, in the manner in which the notice of redemption was given, that such moneys were not so received. If a notice of redemption is unconditional, or if the conditions of a conditional notice of redemption have been satisfied, then upon presentation and surrender of the Bonds so called for redemption at the place or places of payment, such Bonds shall be redeemed.

For so long as a book-entry-only system is in effect with respect to the Bonds, the Trustee will mail notices of redemption to DTC or its nominee or its successor, and, if less than all of the Bonds of a maturity are to be redeemed, DTC or its successor and Participants and Indirect Participants (as such terms are defined herein under the heading "THE BONDS – Book-Entry-Only System") will determine the particular ownership interests of Bonds to be redeemed. Any failure of DTC or its successor or a Participant or Indirect Participant to do so, or to notify a Beneficial Owner of a Bond of any redemption, will not affect the sufficiency or the validity or the redemption of Bonds.

Neither the Issuer, the Trustee, nor the Underwriter can give any assurance that DTC, the Participants or the Indirect Participants will distribute such redemption notices to the Beneficial Owners of the Bonds, or that they will do so on a timely basis.

DEBT SERVICE REQUIREMENTS

The following table shows the debt service requirements on the Bonds for each bond year.

YEAR ENDING SEPTEMBER 15	PRINCIPAL AMOUNT	INTEREST	TOTAL
TOTAL			

THE POWER SUPPLY AGREEMENT

The following is a summary of certain provisions of the Power Supply Agreement, to which reference is made for the detailed provisions thereof.

CAPACITY PAYMENTS

The City agrees under the Power Supply Agreement to pay to the Trustee payments (*"Capacity Payments"*) for the generation capacity, services and benefits of the Project (*"Project Capacity"*) for deposit in the Bond Fund created under the Indenture in the amounts set forth in schedules to the Power Supply Agreement, which schedules provide for Capacity Payments sufficient for the payment of the principal of, and interest on, the Bonds. The obligation of the City to make all payments provided for in the Power Supply Agreement is stated to be absolute and unconditional, without any set-off or counterclaim, but is a special obligation of the City payable solely from the Revenues of the System. See "SOURCES OF PAYMENT AND SECURITY FOR THE BONDS" herein.

OPERATION AND MAINTENANCE; ADDITIONAL PAYMENTS

The Issuer has no control over, and no obligation with respect to, the Project, including the operation, maintenance, repair, replacement or use of the Project. The City will pay all costs of operating the Project and will make all decisions regarding the operation or use of the Project. The City may, in its discretion, transfer operational control to another entity; *provided* that the City remains liable under the Power Supply Agreement.

The City will hold, in its own name, all easements, rights of way, and any other interests in land under the Project and the Issuer shall have no rights therein.

The City agrees in the Power Supply Agreement to pay all costs of operating and maintaining the Project, and has agreed to maintain the Project in the same manner as the City maintains the facilities of the System. The City may at its own cost and expense install any replacements or perform renewals of or repairs to the Project that it deems necessary or desirable. The City further agrees to procure and maintain insurance with respect to the Project that is similar to the insurance maintained by the City with respect to the System.

The City has also agreed to pay, as additional amounts due under the Power Supply Agreement, all Impositions, which are defined as all taxes and assessments, general and specific, if any, levied and assessed upon or against the Project, the Power Supply Agreement, any estate or interest of the Issuer or the City in the Project or transfer of such estate or interest, or the Capacity Payments under the Power Supply Agreement during the term of the Power Supply Agreement, and all assessments and other governmental charges and impositions whatsoever, foreseen or unforeseen, ordinary or extraordinary, under any present or future law, and charges for public or private utilities or other charges incurred in the occupancy, use, operation, maintenance or upkeep of the Project.

INDEMNITY

The City agrees to pay all reasonable costs and expenses of the Issuer incurred in connection with the Power Supply Agreement and, to the extent permitted by the Idaho Constitution, to protect and indemnify the Issuer against and hold the Issuer harmless from (i) all costs and expenses arising from or relating to compliance with environmental laws and regulations and orders of governmental agencies applicable to the Project or arising from or relating to mitigation, remediation, or abatement of environmental impacts, (ii) any and all claims (whether in tort, contract or otherwise), demands, expenses (including reasonable attorneys' fees) and liabilities for any loss, damage, injury and liability of every kind and nature and however caused, including any liability arising from failure to comply with applicable environmental laws, regulations or orders applicable to the Project, and (iii) taxes of any kind and by whomsoever imposed on the Issuer in respect of the Project or the Bonds, in each case arising from or relating to the Project or resulting from, arising out of, or in any way connected with the financing of the costs of the Project and marketing, issuance or sale of the Bonds for such purpose (including amounts payable by the Issuer pursuant to its indemnification of the Trustee, the Bond Registrar and the Paying Agents); *provided, however*, that, the City has no indemnification obligation for any such costs, expenses claims, demands, taxes or liabilities arising from the intentional misrepresentation or willful misconduct of the Issuer. Such indemnification set forth above shall be binding upon the City for any and all claims, demands, expenses, liabilities and taxes set forth above and shall survive the expiration or termination of the Power Supply Agreement. Any such payments shall be in addition to the above-described Capacity Payments under the Power Supply Agreement.

COVENANTS

General. In the Power Supply Agreement, the City agrees, among other things, (i) to pay all costs of maintaining the Project in good repair and working order at all times; (ii) to pay charges and assessments against the Revenues (defined below) of the System; (iii) to comply with law; (iv) subject to the condition that insurance is obtainable at reasonable prices and upon reasonable terms and conditions, to procure and obtain insurance on the System and the Project, which may include self-insurance; (v) to indemnify the Issuer and pay its fees and

expenses; (vi) to keep proper books or records and accounts of the System, and (vii) to notify the Issuer and the Trustee of the occurrence of any Event of Default under the Power Supply Agreement. See also "Continuing Disclosure" herein.

"Revenues" means all income, revenues and moneys received, receivable or otherwise derived by the City from the ownership or operation of the System determined in accordance with generally accepted accounting principles consistently applied, including (i) all amounts received from the rates, fees and charges imposed for the capacity, energy and services provided by the System to retail consumers, and (ii) all amounts received from the sale, remarketing or other disposition at wholesale of capacity, energy or other services; *provided* that the following items are not Revenues: (a) connection fees and other specific charges collected for the purpose of paying or reimbursing the cost of specific facilities; (b) customers' deposits or any other deposits subject to refund until such deposits have become the property of the City; (c) grants which are restricted by the grantor for a specific purpose and are not available for general purposes of the System; and (d) the net proceeds of eminent domain proceedings and casualty insurance maintained by the City with respect to the System to the extent such proceeds are not promptly applied to the repair or replacement of the System.

No Prior Liens on Revenues. In the Power Supply Agreement, the City covenants and agrees that it will not enter into any agreement, make any pledge, grant any lien or otherwise take any action with the effect that (i) the Capacity Payments and other amounts payable by the City hereunder do not constitute items of Operating Expenses (defined below) or (ii) the Operating Expenses are not payable as a first charge on the Revenues.

"Operating Expenses" means all actual operation and maintenance expenses of the System incurred by the City for maintaining and operating the System, calculated in accordance with generally accepted accounting principles used by the City consistently applied, including: (i) costs of purchased or generated power and energy, including the Capacity Payments and other amounts payable by the City under the Power Supply Agreement; (ii) costs of fuel, water, and other commodities; (iii) costs of transmission and interconnection services; (iv) expenses of maintenance, repair, billing and collection, and other expenses incurred to maintain and preserve the System in good repair and working order; and (v) the administrative costs of the City relating to the System, including salaries and wages of employees, payments to employees retirement and benefit systems, overhead, taxes (if any), fees of auditors, accountants, attorneys, engineers, or other consultants, insurance premiums and all other reasonable and necessary costs of the City or charges required to be paid by it relating to the System; *provided* that Operating Expenses do not include: (a) depreciation, replacement and obsolescence charges or reserves therefor, (b) amortization of intangibles or other bookkeeping entries of a similar nature, (c) costs of capital additions, replacements, betterments, extensions or improvements to the System that under generally accepted accounting principles are chargeable to a capital account or to a reserve for depreciation, (d) payments in lieu of taxes and transfers to the general fund of the City, and (e) charges for the payment of any bonds or other debt obligations payable from the Revenues of the System.

Rates and Charges. The City covenants in the Power Supply Agreement to establish, fix, prescribe and collect rates and charges for the sale or use of the electric power and energy and related services provided by the System which, together with other available income, are reasonably expected to produce Revenues at least sufficient to pay all Operating Expenses of the System in each fiscal year, including the Capacity Payments and all other amounts payable by the City under the Power Supply Agreement, and all other amounts payable out of the Revenues. Additionally, with limited exceptions, the City covenants not to permit any part of the System, or any facility thereof, to be used, or taken advantage of, free of charge by any person, firm or corporation, or

by any public agency (including the United States of America, the State of Idaho and any public corporation, political subdivision, city, county, district or agency of any thereof).

DAMAGE, DESTRUCTION AND CONDEMNATION

If the Project is damaged, destroyed or condemned, there will be no abatement, postponement or reduction in the Capacity Payments or other amounts payable under the Power Supply Agreement. The Issuer shall have no obligation to rebuild, replace, repair or restore the Project. The City will not be obligated to rebuild, replace, repair or restore the Project or any portion thereof or purchase the Project or any portion thereof following a loss event so long as the Power Supply Agreement shall remain valid, binding and enforceable on the City following such loss event. If the City elects to rebuild, replace, repair or restore the Project or any portion thereof, it shall do so with funds other than the funds provided or otherwise derived from the Power Supply Agreement. Any proceeds of insurance or condemnation awards or recoveries of claims against contractors (or an amount equal to such proceeds, awards or recoveries) received by the Issuer or the City shall be, as directed by the City, deposited into the Project Fund or the Bond Fund for use to pay or reimburse the costs of repair or replacement of the related portions of the Project, for the prepayment of Capacity Payments thereafter coming due, or as may otherwise be permitted in the Indenture; *provided, however*, that, if the foregoing proceeds (or amounts equal thereto) are received by the City in respect of facilities that were a part of the Project when the damage or the basis for the claim originally arose but which facilities were subsequently removed from the definition of the Project, any proceeds (or amounts equal to such proceeds) received by the City shall be retained by the City as its own funds.

TERMINATION OF THE POWER SUPPLY AGREEMENT

Upon the full payment of all outstanding Bonds or defeasance in whole of all outstanding Bonds in accordance with the Indenture, the City may terminate the Power Supply Agreement.

DEFAULTS

The Power Supply Agreement provides that any one or more of the following events will constitute an "Event of Default":

(i) failure by the City to pay when due any Capacity Payment that has become due and payable under the Power Supply Agreement;

(ii) failure of the City to pay any amount due under the Power Supply Agreement (other than under paragraph (i) above) and continuance of such failure for thirty (30) days, after notice of such failure is given to the City by the Issuer or the Trustee; and

(iii) bankruptcy, reorganization, arrangement, insolvency or liquidation proceedings, including proceedings under Title 11, Chapter 9, United States Code or other proceedings for relief under any federal or state bankruptcy law or similar law for the relief of debtors, are instituted by or against the City and, if instituted against the City, said proceedings are consented to or are not dismissed within thirty days after such institution.

REMEDIES

Upon the occurrence and continuance of an Event of Default under the Power Supply Agreement, the Issuer (with respect to its reserved rights) or the Trustee where so provided, but subject to the statutory limitations on remedies against the City, may take whatever action at law or in equity permitted by law to be taken against the City as may appear necessary or desirable to collect the amounts then due and thereafter to become due under the Power Supply Agreement.

Any amounts collected pursuant to action taken as described in this section will be paid to the Trustee for deposit into the Bond Fund and applied in accordance with the provisions of the Indenture.

The Issuer, during the term of the Power Supply Agreement, waives any and all rights as owner or as lessor of the Project to re-enter and take possession of the Project, to sell or lease the Project, to terminate the Power Supply Agreement and to exclude the City from possession of the Project upon the occurrence of an event of default under the Power Supply Agreement. The Issuer and the City declare that the Power Supply Agreement does not create a security interest in the Project in favor of the Issuer and the Issuer waives any rights it may have as a secured party with respect to the Project.

OPTIONS

Under the Power Supply Agreement, the City has the option, at any time and from time to time, to make advance Capacity Payments which, at the direction of the City, will be deposited into the Bond Fund and held to make the next maturing scheduled payments of principal and interest on the Bonds or applied to redeem all or a portion of the Bonds, all in accordance with the terms of the Indenture. The City has the option, at any time and from time to time, to purchase all or any portion of the Project by making a purchase option payment equal to the amount necessary to redeem all or the applicable portion of the Bonds on the next redemption date. Such purchase option may be assigned by the City without the consent of the Issuer. The City will exercise its option to make such advance Capacity Payments or such purchase option by delivering a written notice of an authorized representative of the City to the Trustee in accordance with the Indenture, with a copy to the Issuer, setting forth (i) the amount of the advance Capacity Payment or purchase option payment, (ii) the principal amount of Bonds Outstanding requested to be redeemed with such advance Capacity Payment (if any) or purchase option payment (which principal amount shall be in such minimum amount or integral multiple of such amount as shall be permitted in the Indenture), and (iii) the date on which such principal amount of Bonds are to be redeemed. Such advance Capacity Payment to be applied to redeem Bonds or to make any such purchase option payment will be paid to the Trustee in legal tender on or before the redemption date and will be an amount which, when added to the amount on deposit in the Bond Fund and available therefor, will be sufficient to pay the Redemption Price of the Bonds to be redeemed, together with interest to accrue on the Bonds to be redeemed to the date fixed for redemption and all expenses of the Issuer and the Trustee (including reasonable fees and expenses of counsel to the Issuer and the Trustee) in connection with such redemption. After any purchase of a portion of the Project, the Capacity Payment payable pursuant to the Power Supply Agreement will be reduced by the percentage equal to the percentage that the portion of the Project purchased is to the entire Project or by such other amount agreed to by the Issuer and the City with the consent of the Trustee; *provided* that, in either case, such amount may not be less than an amount sufficient to pay debt service on the Outstanding Bonds when due.

FORCE MAJEURE

The obligations of the parties under the Power Supply Agreement, except the obligation of the City to make payments required to be made under the Power Supply Agreement, are subject to suspension during periods of force majeure.

ASSIGNMENT OR SUBLEASE

The City may assign, partially assign (for instance, the City may assign the Power Supply Agreement with respect to certain identified portions of the Project) or transfer the Power Supply Agreement or sublet the whole or any part of the Project so long as the City will remain liable to the Issuer for the payment of all Capacity Payments and other payments under the Power Supply Agreement and for the full performance of all of the terms, covenants and conditions of the Power Supply Agreement. The City will furnish or cause to be furnished to the Issuer a copy of any such assignment, transfer or sublease in substantially final form within ten (10) days prior to the date of execution thereof. The City may also enter into contracts relating to the use of the Project as provided in the Power Supply Agreement. Funds received by or on account of the City in connection with a sublease, assignment, partial assignment or transfer in accordance with this paragraph shall be the City's funds.

AMENDMENT

The Power Supply Agreement may not be amended except by an instrument in writing signed by the City and the Issuer and consented to by the Trustee in accordance with the Indenture. See "THE INDENTURE - Amendment of the Power Supply Agreement." A change in the description and specifications of the Project pursuant to the Power Supply Agreement will not constitute an amendment to the Power Supply Agreement. See "–Project Changes" below.

PROJECT CHANGES

Under the Power Supply Agreement, the City may change the description and specifications of the Project so long as such change does not substantially alter the nature of the Project, *provided* that any amendment of the description and specifications of the Project shall not entitle the City to any abatement or reduction in the Capacity Payments and other amounts payable by the City under the Power Supply Agreement.

In the event of a change to the description or specifications of the Project, there is no obligation or special right to call any of the Bonds prior to their final maturity. The right of the City to change the description and specifications of the Project is separate and apart from the amendment of the Power Supply Agreement. See "-Amendment," and "THE INDENTURE - Amendment of the Power Supply Agreement."

SALE, ASSIGNMENT, OR OTHER DISPOSITIONS OF PORTIONS OF THE PROJECT

As described above, the description and specifications of the Project may be amended from time to time. See "Project Changes" above. The City may remove from the Project and sell, assign or otherwise dispose of any portion of the Project which is obsolete, worn-out or no longer usable for the purpose for which such portion had originally been acquired and the City shall not be required to deposit in the Bond Fund or otherwise pay to the Issuer any amounts received by the City from such sale, assignment or disposition. When removing any part

of the Project which is obsolete, worn-out or no longer usable for the purpose for which such portion had originally been acquired, the City may notify the Issuer that such portion no longer constitutes part of the Project and effective upon such notice the definition of the Project will be deemed so amended. The City may remove from the Project and sell, assign or otherwise dispose of any portion of the Project which is not obsolete, worn-out or no longer usable for the purpose for which such portion had originally been acquired, *provided,* that the Power Supply Agreement remains valid, binding and enforceable following such removal and, *provided further*, that the City deposit in the Bond Fund any funds received from such sale or other disposition shall be paid over to the Bond Fund first as prepayment of Capacity Payments thereafter coming due and second, if not such Capacity Payments are to come due, as directed in the Indenture.

THE INDENTURE

The following is a summary of certain provisions of the Indenture, to which reference is made for the detailed provisions thereof.

TRUST ESTATE

Pursuant to the Indenture, (i) all of the Issuer's right, title and interest in and to the Power Supply Agreement, including all Capacity Payments payable by the City thereunder, (ii) all moneys and securities held by the Trustee under the Indenture including amounts held by the Trustee in the Project Fund and the Bond Fund established under the Indenture, and (iii) any and all other property that may be conveyed to the Trustee as security for the Bonds, are assigned and pledged to the Trustee to secure the payment of the principal of, premium, if any, and interest on the Bonds.

PROJECT FUND

The proceeds of the sale of the Bonds will be deposited in the Project Fund to be held by the Trustee. Moneys in the Project Fund will be applied to finance all costs relating to the acquisition, installation and/or construction of the Project or any portion thereof to completion, operation and/or energization, and to pay expenses incurred in connection with the issuance and sale of the Bonds, upon requisitions signed by an authorized representative of the City or, with respect to certain costs of issuance, an authorized representative of the Issuer.

BOND FUND

The Indenture establishes with the Trustee a Bond Fund into which will be deposited accrued interest, Capacity Payments paid by the City and other receipts to be paid into the Bond Fund. The Capacity Payments will be made and deposited into the Bond Fund in approximately equal monthly installments during each bond year. The Bond Fund will be used (except as otherwise provided in the Indenture) for the payment of principal of, premium, if any, and interest on the Bonds.

INVESTMENTS

Amounts in any fund or account established under the Indenture may be invested or reinvested by the Trustee upon the written direction of an authorized representative of the Issuer at the direction of the City in obligations or securities specified in the Indenture.

ADDITIONAL BONDS

So long as the Power Supply Agreement is in effect, Additional Bonds may be issued under the Indenture from time to time in the discretion of the Issuer for the purpose of (i) providing funds to repair, relocate, replace, rebuild or restore the Project in the event of damage, destruction or taking by eminent domain, (ii) providing funds to complete the Project in the event proceeds from the Bonds are insufficient, or (iii) refunding outstanding Bonds. It is a condition to the issuance of Additional Bonds that the amounts payable by the City under the Power Supply Agreement will be adjusted to provide for the payment of principal of, premium, if any, and interest on the Additional Bonds. Additional Bonds shall be equally and ratably secured under the Indenture with the Bonds.

EVENTS OF DEFAULT AND REMEDIES

Each of the following is an "Event of Default" under the Indenture:

(i) failure in the payment of interest on any Bond when due;

(ii) failure in the payment of the principal or redemption premium, if any, of, or sinking fund installment for, any Bond when due, whether at the stated maturity thereof, upon any proceedings for redemption thereof or otherwise;

(iii) failure by the Issuer to perform or observe any other of the covenants, agreements or conditions on the part of the Issuer in the Indenture or in the Bonds (except as set forth in (i) or (ii) above), and the continuance thereof for a period of thirty days after written notice to the Issuer and the City from the Trustee or the holders of more than 25% of the aggregate principal amount of Bonds then outstanding; *provided* that, if the default can be remedied but not within the applicable period, the Issuer or the City proceeds with diligence to cure the default, it shall not be an Event of Default; or

(iv) an Event of Default under the Power Supply Agreement.

Pursuant to the Power Supply Agreement, the Issuer has granted to the City full authority for the account of the Issuer to perform any covenant or obligation the non-performance of which is alleged in any notice received by the City to constitute a default under the Indenture, in the name and stead of the Issuer with full power to do any and all things and acts to the same extent that the Issuer could do and perform any such things and acts with power of substitution. The Trustee agrees to accept such performance by the City as performance by the Issuer.

Upon the occurrence and continuance of an Event of Default, the Trustee may, and at the direction of the holders of over 25% of the outstanding Bonds shall, take actions at law or equity to protect and enforce its rights and the rights of the Bondholders. If requested by the holders of over 25% of the outstanding Bonds, the

Trustee shall maintain actions to prevent impairment of the security of the Indenture whether or not there has occurred an Event of Default. **The Indenture does not provide for the remedy of acceleration of payment of the Bonds.**

The holders of a majority in aggregate principal amount of Bonds then outstanding have the right, at any time, by an instrument or instruments in writing delivered to the Trustee, to direct the method and place of conducting all proceedings to be taken in connection with the enforcement of the terms and conditions of the Indenture, or for the appointment of a receiver or any other proceeding under the Indenture; *provided*, that such direction shall not be otherwise than in accordance with the provisions of law and the Indenture.

No holder of any Bond shall have any right to institute any suit, action or proceeding in equity or at law for the enforcement of the Indenture or for the execution of any trust thereof or any remedy under the Indenture, unless the Trustee has been notified of the default, and the holders of over 25% of aggregate principal amount of Bonds then outstanding have made a written request to the Trustee and have offered reasonable opportunity either to exercise the powers granted in the Indenture or to institute such action, suit or proceeding in its own name, and unless they also have offered to the Trustee adequate security and indemnity and the Trustee refuses to comply within 60 days. Nothing in the Indenture shall, however, affect or impair the right of any Bondholder to payment of the principal or redemption price, if applicable, of, sinking fund installments for, and interest on any Bond at and after the maturity thereof, or the obligation of the Issuer to pay the principal or redemption price, if applicable, of, sinking fund installments for, and interest on the Bonds to the respective holders thereof at the time, place, from the source and in the manner expressed in the Bonds and the Indenture.

WAIVERS OF EVENTS OF DEFAULT

The Trustee shall waive any Event of Default under the Indenture and its consequences only upon the written request of the holders of a majority in aggregate principal amount of the Bonds then outstanding; *provided, however,* that there shall not be waived without the consent of the holders of all of the Bonds then outstanding (i) any default in the payment of the principal of any outstanding Bond when due or (ii) any default in the payment when due of the interest on any outstanding Bond, unless, prior to such waiver, all arrears of interest, with interest (to the extent permitted by law) at the rate borne by the Bonds on overdue installments of interest, and all arrears of payments of principal, when due, as the case may be, and all expenses of the Trustee in connection with such default, shall have been paid or provided for, or in case any proceeding taken by the Trustee on account of any such default shall have been discontinued or abandoned or determined adversely, then, and in every such case the Issuer, the Trustee, the City and the Bondholders shall be restored to their former positions and rights under the Indenture, respectively, but no such waiver or rescission shall extend to any subsequent or other Event of Default, or impair any right consequent thereon.

APPLICATION OF MONEYS AFTER DEFAULT

All moneys received by the Trustee pursuant to any right given or action taken under the provisions of the Indenture shall, after payment of any amounts due under the Power Supply Agreement and after the payment of the costs and expenses of the proceedings resulting in the collection of such moneys and of the fees, expenses, liabilities and advances incurred or made by the Trustee, be deposited in the Bond Fund. Such amounts will be applied first to the payment of interest and then to the payment of principal or redemption price, if any, which shall have become due.

AMENDMENTS OF THE INDENTURE

The Issuer and the Trustee may, without the consent of, or notice to, the Bondholders, enter into indentures supplemental to the Indenture (i) to cure any ambiguity or formal defect or omission in the Indenture; (ii) to grant to or confer upon the Trustee for the benefit of the Bondholders any additional rights, remedies, powers, authority or security that may be lawfully granted; (iii) to add additional covenants of the Issuer; (iv) to add limitations and restrictions to be observed by the Issuer; which are not contrary to or inconsistent with the Indenture as theretofore in effect; (v) to confirm, as further assurance, any pledge under the Indenture, or to subject to the lien or pledge of the Indenture additional revenues, properties or collateral; (vi) to effect any other change in the Indenture which is not to the material prejudice of the Trustee or the Bondholders; (vii) to authorize the issuance of a Series of Additional Bonds; or (viii) to modify, amend or supplement the Indenture or any indenture supplemental thereto in such manner as to permit the qualification thereof under the Trust Indenture Act of 1939 or any similar federal statute then in effect or to permit the qualification of the Bonds for sale under the securities laws of the United States of America or of any of the states of the United States of America and, if they so determine, to add to the Indenture or any indenture supplemental thereto such other terms, conditions and provisions as may be permitted by the Trust Indenture Act of 1939 or similar federal statute.

With the consent of the City and the holders of not less than a majority in aggregate principal amount of the Bonds then outstanding, the Issuer and the Trustee may enter into such other supplemental indentures as the Issuer shall deem necessary and desirable, provided there shall be no (i) change in the times, amounts or currency of payment of the principal of, sinking fund installments for, redemption premium, if any, or interest on any outstanding Bonds, a change in the terms of redemption or maturity of the principal of or the interest on any outstanding Bonds, or a reduction in the principal amount of or the redemption price of any outstanding Bond or the rate of interest thereon, or any extension of the time of payment thereof, without the consent of the holder of such Bond, (ii) the creation of a lien upon or pledge of the Trust Estate other than the liens or pledge created by the Indenture except as provided in the Indenture with respect to Additional Bonds, (iii) a preference or priority of any Bond or Bonds over any other Bond or Bonds, (iv) a reduction in the aggregate principal amount of Bonds required for consent to such supplemental indenture, or (v) a modification, amendment or deletion with respect to any of the terms set forth above, without, in the case of items (ii) through (v) above, the written consent of 100% of the holders of the outstanding Bonds.

AMENDMENT OF THE POWER SUPPLY AGREEMENT

The Issuer and the Trustee may, without the consent of or notice to the Bondholders, consent to any amendment, change or modification of the Power Supply Agreement (i) for the purpose of curing any ambiguity, formal defect or omission therein, (ii) which, by the terms of the Power Supply Agreement, may be made without the consent of the Bondholders, (iii) which is not materially to the prejudice of the Trustee or the Holders of the Bonds, or (iv) in connection with the addition, replacement, removal or other change to the description of the Project. The Trustee shall not consent to any other amendment, change or modification of the Power Supply Agreement without the consent of the holders of at least a majority in principal amount of the Bonds then outstanding; *provided, however*, that without the written approval of the holders of 100% of the Bonds, there shall be no amendment, change or modification to the obligation of the City to make Capacity Payments under the Power Supply Agreement with respect to the Bonds. Separate and apart from the amendment of the Power Supply Agreement, the Issuer and the City reserve the right to amend the description and specifications of the Project. See "THE POWER SUPPLY AGREEMENT – Project Changes."

DISCHARGE OF THE INDENTURE

If the principal or redemption price of, sinking fund installments for, and interest on, the Bonds then outstanding shall have been paid in full or shall be deemed to have been paid in full, and all other amounts required to be paid to the Trustee under the Indenture shall be paid in full, then the pledge of the Capacity Payments from or in connection with the Project under the Indenture shall cease, terminate and be void and the Trustee shall cancel and discharge the lien and security interest of the Indenture and execute and deliver to the Issuer and the City such instruments as shall be required to cancel and discharge the Indenture and pay over and deliver to the Issuer all money or securities held by it not required for payment of the Bonds.

Bonds or portions thereof for the payment (either by redemption or at maturity) of which sufficient moneys shall have been irrevocably deposited with the Trustee, shall be deemed to be paid within the meaning of the Indenture if (i) there shall have been deposited with the Trustee either moneys in an amount which shall be sufficient, or obligations of the United States government or obligations the principal of and interest on which are guaranteed by the United States government, the principal of and the interest on which when due without reinvestment will provide moneys which, together with the moneys, if any, deposited with the Trustee at the same time, shall be sufficient, to pay when due the principal, Sinking Fund Installment or Redemption Price, if applicable, and interest due and to become due on said Bonds or portion of all Outstanding Bonds on and prior to the redemption date or maturity date thereof, as the case may be; (ii) no Event of Default shall exist on the date of such deposit or shall occur as a result of such deposit; and (iii) the Issuer has delivered to the Trustee and any Paying Agent a certificate signed by an Authorized Representative and an opinion of counsel, each stating that the conditions set forth in subsections (i) and (ii) above have been complied with.

STATE PLEDGE

Pursuant to the Act, the State will pledge in the Indenture and agree with the holders of any Bonds, and with the Trustee and the City, that the State will not limit, alter, restrict or impair the rights vested in the Issuer to acquire, construct, reconstruct, maintain and operate the Project or to establish, revise, charge and collect rates, rents, fees and other charges as may be convenient or necessary to produce sufficient revenues to meet the expenses of maintenance and operation thereof and to fulfill the terms of any agreements made with the holders of Bonds, and with the Trustee and the City, or in any way impair the rights or remedies of the holders of the Bonds or of the Trustee and the City until the Bonds, together with the interest thereon, are fully paid and discharged and such contracts are fully performed on the part of the Issuer.

INVESTMENT CONSIDERATIONS

The purchase of the Bonds involves certain investment considerations discussed throughout this Official Statement. Prospective purchasers of the Bonds should make a decision to purchase the Bonds only after reviewing the entire Official Statement and making an independent evaluation of the information contained herein. Certain of those investment considerations are summarized below. This summary does not purport to be complete, and the order in which the following investment considerations are presented is not intended to reflect their relative significance.

SPECIAL OBLIGATIONS

The obligations of the City to pay the Capacity Payments and other amounts payable under the Power Supply Agreement are special obligations payable solely from the Revenues of the System. The City is under no obligation to levy or collect any form of taxation for the payment of its obligations under the Power Supply Agreement or with respect to the Bonds. The obligation of the City to pay the Capacity Payments does not constitute an indebtedness or liability of the City, the State or any of its political subdivisions within the meaning of any constitutional or statutory debt limitation or restriction.

NO DEBT SERVICE RESERVE

No debt service reserve fund is established or required to be funded under the Indenture. In the event that the Revenues of the System are insufficient to enable the City to make the required Capacity Payments under the Power Supply Agreement, a shortfall in the amounts necessary to pay the scheduled debt service on the Bonds will result.

BANKRUPTCY

In addition to the limitations on remedies contained in the Indenture and the Power Supply Agreement, the rights and remedies provided in the Indenture and the Power Supply Agreement may be limited by and are subject to bankruptcy, insolvency, reorganization, arrangement, fraudulent conveyance, moratorium and other laws affecting creditors' rights, to the application of equitable principles, to the exercise of judicial discretion in appropriate cases and to limitations on legal remedies against public agencies in the State of Idaho.

The Issuer. The Act provides that "for so long as any bonds are outstanding or any contract, agreement or transaction between the authority and a participating utility is in effect, the authority shall not have the power and shall not be authorized to be a debtor under the U.S. Bankruptcy Code, Title 11, U.S.C., or any other bankruptcy, insolvency, moratorium, liquidation, dissolution or wind-down law." Accordingly, the Issuer (a) is not authorized to file a petition for relief under the U.S. Bankruptcy Code, and (b) as a public body of the State cannot be the subject of an involuntary petition under the Bankruptcy Code.

The City. Under Title 67, Chapter 39 of the Idaho Code, the City is authorized to file a bankruptcy proceeding under Chapter 9 of the U.S. Bankruptcy Code in certain circumstances. Should the City file for such bankruptcy relief, there could be adverse effects on the Holders or Beneficial Owners of the Bonds. The Power Supply Agreement and the Indenture provides that commencement of a bankruptcy case with respect to the City is an "Event of Default" thereunder. These provisions could be determined by a bankruptcy court to be unenforceable, which would limit the ability of the Issuer to enforce the remedies provided for in the Power Supply Agreement.

The "Revenues" of the "System" (as such terms are defined in the Power Supply Agreement) are not pledged to the payment of the City's obligations under the Power Supply Agreement and, upon the commencement of a bankruptcy case with regard to the City, the Revenues could be applied to the payment of other obligations of the City before or in lieu of payment of the amounts due under the Power Supply Agreement. In addition, the Power Supply Agreement could be determined to be an "executory contract" of the City that is subject to acceptance or rejection in a bankruptcy proceeding. While the facilities comprising the Project are essential to the operation of the System, no assurance can be given that the City would timely pay the amounts

due under the Power Supply Agreement or would seek to accept the Power Supply Agreement as a part of any bankruptcy case.

If the City is in bankruptcy, the City's creditors (including the Issuer) may be prohibited from taking any action to collect any amount from the City or to enforce any obligation of the City, unless the permission of the bankruptcy court is obtained. In addition, the various covenants and agreements of the City contained in the Power Supply Agreement (see "THE POWER SUPPLY AGREEMENT – Covenants" in the forepart of the Official Statement) may not be enforceable in bankruptcy by the Issuer. While in bankruptcy, the City may be able (a) to borrow additional money that is secured by a lien on any of its property (including the Revenues of the System), which lien could have priority over the payments required to be made under the Power Supply Agreement, and (b) without the consent and over the objection of the Issuer, to alter the terms and provisions of the Power Supply Agreement, including payment provisions, covenants and agreements, as long as the bankruptcy court determines that the alterations are fair and equitable.

LIMITATIONS ON EXERCISE OF REMEDIES

The remedies available to the Trustee and the Holders of the Bonds upon an event of default under the Power Supply Agreement or the Indenture are in many respects dependent upon judicial actions which are often subject to discretion and delay. Under existing constitutional and statutory provisions and judicial decisions, the remedies provided in the Indenture may not be readily available or may be limited.

The Indenture does not provide for the remedy of acceleration of payment of the Bonds.

LOSS OF TAX EXEMPTION ON THE BONDS

As described below, the opinion of Bond Counsel with respect to the exclusion of interest on the Bonds from gross income for federal income tax purposes is based on current legal authority, covers certain matters not directly addressed by such authorities, and represents Bond Counsel's judgment as to the proper treatment of the Bonds for federal income tax purposes. It is not binding on the Internal Revenue Service (the *"IRS"*) or the courts, and is not a guarantee of a result.

The Power Supply Agreement and the Tax Exemption Certificate and Agreement with respect to the Bonds include various covenants and agreements that are intended to establish and maintain the tax-exempt status of the Bonds. A failure by the City to comply with these covenants and agreements could adversely affect the tax-exempt status of interest on the Bonds.

The IRS has an ongoing program of auditing tax-exempt obligations to determine whether, in the view of the IRS, interest on such tax-exempt obligations is includable in the gross income of the owners thereof for federal income tax purposes. It cannot be predicted whether or not the IRS will commence an audit of the Bonds. If an audit is commenced, under current procedures the IRS may treat the Issuer or City as the taxpayer and the Bondholders may have no right to participate in such procedure. The commencement of an audit could adversely affect the market value and liquidity of the Bonds until the audit is concluded, regardless of the ultimate outcome.

Any loss of the tax-exempt status of interest on the Bonds could be retroactive to the date of issuance of the Bonds and could cause all of the interest on the Bonds to be includable in gross income for purposes of federal income taxation. A determination by the IRS that interest on the Bonds is not tax-exempt can be expected

to adversely affect the market value of the Bonds. Such a determination is not an event of default under the Indenture or the Power Supply Agreement, and no additional interest is payable as a result. See "TAX MATTERS."

FINANCIAL STATEMENTS

The Annual Comprehensive Financial Report of the City of Idaho Falls for the fiscal year ended September 30, 2023 is attached as Appendix B to this Official Statement. The financial statements of the City as of and for the year ended September 30, 2023 included therein have been audited by Eide Bailly LLP, independent auditors, as stated in their report. Eide Bailly LLP has not performed any updating procedures subsequent to the date of its audit report on the September 30, 2023 financial statements.

CONTINUING DISCLOSURE

The City, as the "obligated person" with respect to the Bonds under Rule 15c2-12 of the Securities and Exchange Commission (17 CFR §240.15c2-12) (the *"Rule"*), has undertaken in the Continuing Disclosure Undertaking to provide certain annual information and notices of certain reportable events. A copy of the form of Continuing Disclosure Undertaking is attached as Appendix D.

There have been no instances in the previous five years in which the City failed to comply, in all material respects, with any undertaking previously entered into by it pursuant to the Rule.

The Issuer has not undertaken any continuing disclosure obligation with respect to the Bonds.

RATING

Fitch Ratings has assigned the Bonds a rating of "__" (stable outlook). Such rating reflects only the opinion of the rating agency and an explanation of the significance of such rating may be obtained only from the rating agency furnishing the same. There is no assurance that such rating will be retained for any given period of time or that the same will not be revised downward or withdrawn entirely by the rating agency if, in its judgment, circumstances so warrant. Any such downward revision or withdrawal of such rating may have an adverse effect on the market price of the Bonds.

UNDERWRITING

BofA Securities, Inc., as Underwriter, has agreed, subject to certain conditions, to purchase the Bonds from the Issuer at a purchase price of $_____ (representing the principal amount of the Bonds, plus original issue premium of $_____, less an underwriter's discount of $_____). The Underwriter has agreed to purchase all of the Bonds if any are purchased. The Bonds may be offered and sold to certain dealers (including dealers depositing Bonds into investment accounts) and to others at prices lower than the public offering price set forth on the cover page of this Official Statement. After the Bonds are released for sale to the public, the public offering price and other selling terms may from time to time be changed by the Underwriter.

BofA Securities, Inc., an underwriter of the Bonds, has entered into a distribution agreement with its affiliate Merrill Lynch, Pierce, Fenner & Smith Incorporated (*"MLPF&S"*). As part of this arrangement, BofA

Securities, Inc. may distribute securities to MLPF&S, which may in turn distribute such securities to investors through the financial advisor network of MLPF&S. As part of this arrangement, BofA Securities, Inc. may compensate MLPF&S as a dealer for their selling efforts with respect to the Bonds.

The Underwriter and its affiliates are full service financial institutions engaged in various activities, which may include securities trading, commercial and investment banking, financial advisory, investment management, principal investment, hedging, financing and brokerage activities. The Underwriter and its affiliates have, from time to time, performed, and may in the future perform, various investment banking services for the City for which they received or will receive customary fees and expenses. In the ordinary course of their various business activities, the Underwriter and its affiliates may make or hold a broad array of investments and actively trade debt and equity securities (or related derivative securities) and financial instruments (which may include bank loans and or credit default swaps) for their own account and for the accounts of their customers and may at any time hold long and short positions in such securities and instruments. Such investment and securities activities may involve securities and instruments issued by, or secured by payments from, the Issuer or the City.

CERTAIN RELATIONSHIPS

Bank of America, N.A. has extended credit to the Issuer in connection with the construction of various transmission facilities that are leased to the Bonneville Power Administration. BofA Securities, Inc. has acted as an underwriter of bonds issued by the Issuer to provide long-term financing for transmission facilities leased to Bonneville. Bank of America, N.A., BofA Securities, Inc. and the Issuer may enter into additional similar transactions in the future.

TAX EXEMPTION

Federal tax law contains a number of requirements and restrictions which apply to the Bonds, including investment restrictions, periodic payments of arbitrage profits to the United States, requirements regarding the proper use of bond proceeds and the facilities financed therewith, and certain other matters. The Issuer and the City have covenanted to comply with all requirements that must be satisfied in order for the interest on the Bonds to be excludible from gross income for federal income tax purposes. Failure to comply with certain of such covenants could cause interest on the Bonds to become includible in gross income for federal income tax purposes retroactively to the date of issuance of the Bonds.

Subject to compliance by the Issuer and the City with the above-referenced covenants, under present law, in the opinion of Bond Counsel, interest on the Bonds is excludible from the gross income of the owners thereof for federal income tax purposes and is not includible as an item of tax preference in computing the federal alternative minimum tax for individuals under the Internal Revenue Code of 1986, as amended (the *"Code"*). Interest on the Bonds may affect the corporate alternative minimum tax for certain corporations.

In rendering its opinion, Bond Counsel will rely upon certifications of the Issuer and the City with respect to certain material facts within the Issuer's and the City's knowledge. Bond Counsel's opinion represents its legal judgment based upon its review of the law and the facts that it deems relevant to render such opinion and is not a guarantee of a result.

Ownership of the Bonds may result in collateral federal income tax consequences to certain taxpayers, including, without limitation, corporations subject to the branch profits tax, financial institutions, certain insurance companies, certain S corporations, individual recipients of Social Security or Railroad Retirement benefits and taxpayers who may be deemed to have incurred (or continued) indebtedness to purchase or carry tax-exempt obligations. Prospective purchasers of the Bonds should consult their tax advisors as to applicability of any such collateral consequences.

The issue price for original issue discount (as further discussed below) and market discount purposes (the *"OID Issue Price"*) for each maturity of the Bonds is the price at which a substantial amount of such maturity of the Bonds is first sold to the public (excluding bond houses and brokers and similar persons or organizations acting in the capacity of underwriters, placement agents or wholesalers). The OID Issue Price of a maturity of the Bonds may be different from the price set forth, or the price corresponding to the yield set forth, on the cover page hereof.

If the OID Issue Price of a maturity of the Bonds is less than the principal amount payable at maturity, the difference between the OID Issue Price of each such maturity, if any, of the Bonds (the *"OID Bonds"*) and the principal amount payable at maturity is original issue discount.

For an investor who purchases an OID Bond in the initial public offering at the OID Issue Price for such maturity and who holds such OID Bond to its stated maturity, subject to the condition that the Issuer and the City comply with the covenants discussed above, (a) the full amount of original issue discount with respect to such OID Bond constitutes interest which is excludible from the gross income of the owner thereof for federal income tax purposes; (b) such owner will not realize taxable capital gain or market discount upon payment of such OID Bond at its stated maturity; (c) such original issue discount is not included as an item of tax preference in computing the alternative minimum tax for individuals under the Code; and (d) the accretion of original issue discount in each year may result in certain collateral federal income tax consequences in each year even though a corresponding cash payment may not be received until a later year. Owners of OID Bonds should consult their own tax advisors with respect to the state and local tax consequences of original issue discount on such OID Bonds.

Owners of Bonds who dispose of Bonds prior to the stated maturity (whether by sale, redemption or otherwise), purchase Bonds in the initial public offering, but at a price different from the OID Issue Price or purchase Bonds subsequent to the initial public offering should consult their own tax advisors.

If a Bond is purchased at any time for a price that is less than the Bond's stated redemption price at maturity or, in the case of an OID Bond, its OID Issue Price plus accreted original issue discount (the *"Revised Issue Price"*), the purchaser will be treated as having purchased a Bond with market discount subject to the market discount rules of the Code (unless a statutory *de minimis* rule applies). Accrued market discount is treated as taxable ordinary income and is recognized when a Bond is disposed of (to the extent such accrued discount does not exceed gain realized) or, at the purchaser's election, as it accrues. Such treatment would apply to any purchaser who purchases an OID Bond for a price that is less than its Revised Issue Price. The applicability of the market discount rules may adversely affect the liquidity or secondary market price of such Bond. Purchasers should consult their own tax advisors regarding the potential implications of market discount with respect to the Bonds.

An investor may purchase a Bond at a price in excess of its stated principal amount. Such excess is characterized for federal income tax purposes as "bond premium" and must be amortized by an investor on a constant yield basis over the remaining term of the Bond in a manner that takes into account potential call dates and call prices. An investor cannot deduct amortized bond premium relating to a tax-exempt bond. The amortized bond premium is treated as a reduction in the tax-exempt interest received. As bond premium is amortized, it reduces the investor's basis in the Bond. Investors who purchase a Bond at a premium should consult their own tax advisors regarding the amortization of bond premium and its effect on the Bond's basis for purposes of computing gain or loss in connection with the sale, exchange, redemption or early retirement of the Bond.

There are or may be pending in the Congress of the United States legislative proposals, including some that carry retroactive effective dates, that, if enacted, could alter or amend the federal tax matters referred to above or affect the market value of the Bonds. It cannot be predicted whether or in what form any such proposal might be enacted or whether, if enacted, it would apply to bonds issued prior to enactment. Prospective purchasers of the Bonds should consult their own tax advisors regarding any pending or proposed federal tax legislation. Bond Counsel expresses no opinion regarding any pending or proposed federal tax legislation.

The Internal Revenue Service (the *"Service"*) has an ongoing program of auditing tax-exempt obligations to determine whether, in the view of the Service, interest on such tax-exempt obligations is includible in the gross income of the owners thereof for federal income tax purposes. It cannot be predicted whether or not the Service will commence an audit of the Bonds. If an audit is commenced, under current procedures the Service may treat the Issuer as a taxpayer and the Bondholders may have no right to participate in such procedure. The commencement of an audit could adversely affect the market value and liquidity of the Bonds until the audit is concluded, regardless of the ultimate outcome.

Payments of interest on, and proceeds of the sale, redemption or maturity of, tax-exempt obligations, including the Bonds, are in certain cases required to be reported to the Service. Additionally, backup withholding may apply to any such payments to any Bond owner who fails to provide an accurate Form W-9 Request for Taxpayer Identification Number and Certification, or a substantially identical form, or to any Bond owner who is notified by the Service of a failure to report any interest or dividends required to be shown on federal income tax returns. The reporting and backup withholding requirements do not affect the excludability of such interest from gross income for federal tax purposes.

Under the laws of the State of Idaho as presently enacted and construed, interest on the Bonds is not subject to the income tax or the franchise tax imposed by the State of Idaho under the Idaho Income Tax Act; *provided, however,* that Bond Counsel expresses no opinion concerning whether the interest on the Bonds held by an S corporation or an electing small business trust is subject to the income tax or the franchise tax imposed by the State of Idaho. Bond counsel will express no opinion with respect to taxation under any other provisions of Idaho law. Ownership of the Bonds may result in other state and local tax consequences to certain taxpayers. Bond Counsel expresses no opinion regarding any such collateral consequences arising with respect to the Bonds. Prospective purchasers of the Bonds should consult their tax advisors regarding the applicability of any such state and local taxes.

LEGALITY FOR INVESTMENT

The Act provides that the Bonds are securities in which the following investors may properly and legally invest funds, including capital in their control or belonging to them:

- all public officers and public bodies of the State, its political subdivisions, all municipalities and municipal subdivisions in the State,
- all insurance companies and associations and other persons carrying on an insurance business, all banks, bankers, trust companies, savings banks and savings associations, including savings and loan associations, building and loan associations, investment companies and other persons carrying on a banking business,
- all administrators, guardians, executors, trustees and other fiduciaries, and
- all other persons whatsoever who are now or who may hereafter be authorized to invest in bonds or other obligations of the State.

Certain of those investors, however, may be subject to separate restrictions which limit or prevent their investment in the Bonds.

LEGAL MATTERS

Legal matters incident to the authorization and issuance of the Bonds are subject to the unqualified approving opinion of Chapman and Cutler LLP, bond counsel to the Issuer and the City. Certain legal matters will be passed upon for the Issuer by Hawley Troxell Ennis & Hawley, Boise, Idaho, and for the City by its City Attorney. The Underwriter is being represented by its counsel, Gilmore & Bell, P.C., Salt Lake City, Utah.

MISCELLANEOUS

Any statements in this Official Statement involving matters of opinion, estimates or forecasts, whether or not expressly so stated, are intended as such and not as representations of fact. The Appendices attached hereto are an integral part of this Official Statement and must be read in conjunction with the foregoing material. This Official Statement is not to be construed as a contract or agreement between the and the purchasers or owners of the Bonds.

The delivery of this Official Statement has been duly authorized by the Board of Directors of the Issuer.

IDAHO ENERGY RESOURCES AUTHORITY

By. _____
Chairman

By: _____
Executive Director

APPENDIX A

THE CITY OF IDAHO FALLS AND IDAHO FALLS POWER

APPENDIX B

ANNUAL COMPREHENSIVE FINANCIAL REPORT OF THE CITY OF IDAHO FALLS
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2023

APPENDIX C

FORM OF OPINION OF CHAPMAN AND CUTLER LLP

APPENDIX D

FORM OF CONTINUING DISCLOSURE UNDERTAKING

Memorandum

File #: 24-293 **City Council Meeting**

FROM: Bear Prairie, General Manager
DATE: Wednesday, July 24, 2024
DEPARTMENT: Idaho Falls Power

Subject
IFP 24-25 Gem State Boat Ramp - Knife River Corporation - Mountain West

Council Action Desired
☐ Ordinance ☐ Resolution ☐ Public Hearing
☒ Other Action (Approval, Authorization, Ratification, etc.)
Approve the Gem State Boat Ramp construction contract with Knife River Corporation - Mountain West for a total cost of $298,237.50 and give authorization to the Mayor and City Clerk to execute the necessary documents (or take other action deemed appropriate).

Description, Background Information & Purpose
On June 27, 2024, City Council rejected the single bid of $613,178 for all portions/options on this project and approved Idaho Falls Power (IFP) to procure portions of the work and services more economically on the open market. Knife River Corporation's base bid, including Alternate 1 at $271,125 plus a 10% contingency of $27,112.50 for a total cost of $298,237.50 is more in line with the engineer's cost estimate. Idaho Department of Fish and Game is funding $120,000 of this project cost.

Alignment with City & Department Planning Objectives



☐ ☐ ☐ ☐ ☐ ☐ ☐ ☒

This action supports our readiness for reliability by improving public infrastructure and facilities.

Interdepartmental Coordination
The City's Legal Department and Idaho Falls Power coordinated on this action.

Fiscal Impact
Funding for this project is included in the 2023/24 CIP budget.

Legal Review

The City Legal Department concurs that the requested action is appropriate.

Idaho Falls Power

Bid after Original Bid was Rejected

Project: Gem State Boat Ramp — Number: IFP: 24-25

Submitted: Grant Campbell — Date: 7/18/2024

					Knife River	
#	Description	Estimated Quantity	Unit		Unit Price	Total Amount
1	8" CITY SUPPLIED MILL-TAILINGS	1301	SY		$ 12.00	$ 15,612.00
2	GEOTEXTILE FABRIC	1301	SY		$ 4.00	$ 5,204.00
3	3/4" ROAD BASE IN ACCESS ROAD AND PARKING LOT AREAS (SEE DETAIL)	518	CY		$ 90.00	$ 46,620.00
4	PIT RUN (FILL)	67	CY		$ 87.00	$ 5,829.00
5	EARTHWORK (CUT)	99	CY		$ 35.00	$ 3,465.00
6	SHIFT LAVA ROCK 10'-15'	1	LS		$ 5,700.00	$ 5,700.00
7	6" DEEP OF SCREENED RIVER ROCK (2"-4" IN SIZE)	35	CY		$ 78.00	$ 2,730.00
8	REMOVE 6' FENCE	930	LF		$ 7.00	$ 6,510.00
9	INSTALL 6' CHAIN LINK FENCE	710	LF		$ 40.00	$ 28,400.00
10	INSTALL SIGN POST	9	EA		$ 1,200.00	$ 10,800.00
11	INSTALL 20' WIDE (6' TALL) DOUBLE GATE	2	EA		$ 1,650.00	$ 3,300.00
12	SWPPP (STORM WATER POLLUTION PREVENTION PLAN)	1	LS		$ 2,500.00	$ 2,500.00
13	MOBILIZATION	1	LS		$ 16,000.00	$ 16,000.00
14	CONSTRUCTION STAKING	1	LS		$ 2,000.00	$ 2,000.00
	BASE BID TOTAL				Total	$ 154,670.00
	BID ALTERNATE 1					
15	8" CONCRETE SECTION WITH THICKENED EDGES (SEE DETAILS)	200	SY		$ 430.00	$ 86,000.00
16	V-GROOVE FINISH	200	SY		$ 12.00	$ 2,400.00
17	GEOTEXTILE FABRIC	200	SY		$ 4.00	$ 800.00
18	PIT RUN (FILL)	57	CY		$ 70.00	$ 3,990.00
19	EARTHWORK (CUT)	179	CY		$ 35.00	$ 6,265.00
20	TREE REMOVAL	3	EA		$ 500.00	$ 1,500.00
21	RIPRAP	100	SY		$ 90.00	$ 9,000.00
	MOBILIZATION - (SUB CONTRACTOR)	1	LS		$ 6,500.00	$ 6,500.00
22	COFFER DAM (EXCLUDED)	1	LS			
	BID ALTERNATE 1 TOTAL					$ 116,455.00
	LINE ITEM 15A (ALTERNATE)					
15A	8" CONCRETE SECTION WITH FIBER MESH	200	SY		$ 390.00	$ 78,000.00
	BID ALTERNATE 1 TOTAL WITH 15A INSTEAD OF 15					$ 78,000.00
	BID ALTERNATE 2					
23	METAL PIPE PARKING DELINEATORS	550	LF		$ 91.50	$ 50,325.00
24	CONCRETE WHEEL STOP	17	EA		$ 1,600.00	$ 27,200.00
	BID ALTERNATE 2 TOTAL					$ 77,525.00
	TOTAL WITH ALTERNATE 1 & 2					$ 348,650.00
	TOTAL WITH ALTERNATE 1 & 2 WITH 15A INSTEAD OF 15					$ 340,650.00
	RECOMMEND TO APPROVE BASE BID WITH ALTERNATE 1					$ 271,125.00

AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

GEM STATE BOAT RAMP
PROJECT NO. IFP 24-25

This Agreement is by and between **Idaho Falls Power** ("Owner") **and Knife River Corporation – Mountain West** ("Contractor").

Terms used in this Agreement have the meanings stated in the General Conditions and the Supplementary Conditions.

Owner and Contractor hereby agree as follows:

ARTICLE 1—WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: Construct a boat ramp (Bid Alternate 1), mill-tailings pavement, gravel drive aisles, gravel parking lot, chain link fence, and other miscellaneous earthwork.

ARTICLE 2—THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: Installation of conduit for electrical and fiber systems and installation of fiber optic cable as shown on the design drawings.

ARTICLE 3—ENGINEER

3.01 The Owner is also the ("Engineer") IFP will designate an employee to act as Owner's representative, assume all duties and responsibilities of Engineer, and have the rights and authority assigned to Engineer in the Contract for this project concurrent with the notice to proceed.

ARTICLE 4—CONTRACT TIMES

4.01 Time is of the Essence

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 Contract Times: Days

A. The Work will be substantially complete within **60** days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within **60** days after the date when the Contract Times commence to run.

4.05 Liquidated Damages

A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the Contract Times, as duly modified. The parties also

recognize the delays, expense, and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

1. *Substantial Completion:* Contractor shall pay Owner $1,000 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for Substantial Completion, until the Work is substantially complete.
2. If Owner recovers liquidated damages for a delay in completion by Contractor, then such liquidated damages are Owner's sole and exclusive remedy for such delay, and Owner is precluded from recovering any other damages, whether actual, direct, excess, or consequential, for such delay, except for special damages (if any) specified in this Agreement.

4.06 Special Damages

A. Contractor shall reimburse Owner (1) for any fines or penalties imposed on Owner as a direct result of the Contractor's failure to attain Substantial Completion according to the Contract Times, and (2) for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Substantial Completion (as duly adjusted pursuant to the Contract), until the Work is substantially complete.

B. After Contractor achieves Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times, Contractor shall reimburse Owner for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Work to be completed and ready for final payment (as duly adjusted pursuant to the Contract), until the Work is completed and ready for final payment.

C. The special damages imposed in this paragraph are supplemental to any liquidated damages for delayed completion established in this Agreement.

ARTICLE 5—CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents, the amounts that follow, subject to adjustment under the Contract:

A. Total of Lump Sum Amount and Unit Price Work (subject to final Unit Price adjustment) **$271,1250.00.**

B. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

Article 6—**PAYMENT PROCEDURES**

6.01 Submittal and Processing of Payments

A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 Progress Payments; Retainage

A. Owner shall make progress payments on the basis of Contractor's Applications for Payment on or about the 10th day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract.

a. **90** percent of the value of the Work completed (with the balance being retainage).

1) If 50 percent or more of the Work has been completed, as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and

b. **90** percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

2. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to **100** percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less **200** percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

6.03 Final Payment

A. Upon final completion and acceptance of the Work, Owner shall pay the remainder of the Contract Price in accordance with Paragraph 15.06 of the General Conditions.

6.04 Consent of Surety

A. Owner will not make final payment, or return or release retainage at Substantial Completion or any other time, unless Contractor submits written consent of the surety to such payment, return, or release.

ARTICLE 7—6.05 CONTRACT DOCUMENTS

7.01 Contents

A. The Contract Documents consist of all of the following:

1. This Agreement.
2. Bonds:
   a. Performance bond (together with power of attorney).
   b. Payment bond (together with power of attorney).

3. General Conditions.
4. Supplementary Conditions.
5. Specifications as listed in the table of contents of the project manual (copy of list attached).
6. Drawings listed on the attached sheet index.
7. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
    a. Notice to Proceed.
    b. Work Change Directives.
    c. Change Orders.
    d. Field Orders.

B. The Contract Documents listed in Paragraph 7.01.A are attached to this Agreement (except as expressly noted otherwise above).

C. There are no Contract Documents other than those listed above in this Article 7.

D. The Contract Documents may only be amended, modified, or supplemented as provided in the Contract.

ARTICLE 8—REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS

8.01 Contractor's Representations

A. In order to induce Owner to enter into this Contract, Contractor makes the following representations:

1. Contractor has examined and carefully studied the Contract Documents, including Addenda.
2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
3. Contractor is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
4. Contractor has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
5. Contractor has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
6. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and

observations obtained from visits to the Site; the Contract Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (c) Contractor's safety precautions and programs.

7. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.

8. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.

9. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.

10. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

11. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

12. The Contractor is an appropriately licensed public works contractor per Idaho Code Section 54-1902.

13. Contractor shall comply with all Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither Owner nor Engineer shall be responsible for monitoring the Contractor's compliance with any Laws or Regulations.

8.02 Contractor's Certifications

A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 8.02:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and

4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

8.03 Standard General Conditions

A. Owner stipulates that if the General Conditions that are made a part of this Contract are ISPWC Division 100, Standard General Conditions for the Construction Contract, published by the Engineers Joint Contract Documents Committee, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or "track changes" (redline/strikeout), or in the Supplementary Conditions.

ARTICLE 9—NON-DISCRIMINATION

9.01 Non-Discrimination

A. CONTRACTOR shall not discriminate against any employee or applicant for employment on the basis of race, color, religion, creed, political ideals, sex, age, marital status, physical, or mental handicap, gender identity/expression, sexual orientation, or national origin.

9.02 Anti-Boycott Against Israel Act

A. Pursuant to Idaho Code section 67-2346, if payments under this AGREEMENT exceed one hundred thousand dollars ($100,000) and DEVELOPER employs ten (10) or more persons, DEVELOPER certifies that it is not currently engaged in, and will not for the duration of this AGREEMENT engage in, a boycott of goods or services from Israel or territories under its control. The terms in this Paragraph that are defined in Idaho Code section 67-2346 shall have the meaning defined therein.

9.03 Certification of No Chinese Ownership

A. Pursuant to Idaho Code 67-2359, DEVELOPER certifies that DEVELOPER is not currently owned or operated by the government of the People's Republic of China and will not, for the duration of this AGREEMENT, be owned or operated by the government of the People's Republic China.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on date of signature (which is the Effective Date of the Contract).

Owner:	Contractor:
Idaho Falls Power	Knife River Corporation – Mountain West
(typed or printed name of organization)	*(typed or printed name of organization)*
By: _	By: _____
(individual's signature)	*(individual's signature)*
Date: _	Date: _____
(date signed)	*(date signed)*
Name: Rebecca L. Noah Casper	Name: _____
(typed or printed)	*(typed or printed)*
Title: Mayor	Title: _____
(typed or printed)	*(typed or printed)*
Attest: _	Attest: _____
(individual's signature)	*(individual's signature)*
Title: _	Title: _____
(typed or printed)	*(typed or printed)*
Address for giving notices:	Address for giving notices:
P.O. Box 50220	5450 W Gowen Road
140 S. Capital	Boise, ID 83709
Idaho Falls, ID 83405	
Designated Representative:	Designated Representative:
Name: Jason Cooper	Name: _____
(typed or printed)	*(typed or printed)*
Title: Generation Superintendent-CDSE	Title: _____
(typed or printed)	*(typed or printed)*
Address:	Address:
P.O. Box 50220	
140 S. Capital	
Idaho Falls, ID 83405	
Phone: 208-612-8573	Phone: _____
Email: jcooper@ifpower.org	Email: _____
	License No.: _____
	(where applicable)
	State: _____

Proposal

Knife River Corporation - Mountain West

4055 Professional Way

Idaho Falss ID, 83402

Contact: **Gary Olson** **Gary.Olson@kniferiver.com**

Phone: **(208) 419-2360**

Fax: **(208) 562-5045**

Quote To: Grant Campbell
Idaho Falls Power

Job Name: Gem State Boat Ramp
Date of Plans: 7/17/24
Addendums:

Phone: Work: (208) 612-8223
Fax:

This proposal excludes the Coffer Dam price.

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
10	8" CITY SUPPLIED MILL-TAILINGS	1,301.00	SY	12.00	15,612.00
20	GEO FABRIC	1,301.00	SY	4.00	5,204.00
30	3/4' ROAD BASE ACCESS/ PARKING LOT	518.00	CY	90.00	46,620.00
40	PIT RUN	67.00	CY	87.00	5,829.00
50	EARTHWORK	99.00	CY	35.00	3,465.00
60	SHIFT LAVA ROCK	1.00	LS	5,700.00	5,700.00
70	RIVER ROCK 2"--4'	35.00	CY	78.00	2,730.00
80	REMOVE FENCE	930.00	LF	7.00	6,510.00
90	INSTALL FENCE	710.00	LF	40.00	28,400.00
100	INSTALL SIGN POST	9.00	EA	1,200.00	10,800.00
110	INSTALL 20' GATE	2.00	EA	1,650.00	3,300.00
120	SWPP	1.00	LS	2,500.00	2,500.00
130	MOBILIZATION	1.00	LS	16,000.00	16,000.00
140	CONSTRUCTION STAKING	1.00	LS	2,000.00	2,000.00
	Base Bid				**154,670.00**
150	8' CONCRETE SECTION	200.00	SY	430.00	86,000.00
160	V-GROOVEFINSH	200.00	SY	12.00	2,400.00
170	GEO FABRIC	200.00	SY	4.00	800.00
180	PIT RUN	57.00	CY	70.00	3,990.00
190	EARTHWORK	179.00	CY	35.00	6,265.00
200	TREE REMOVAL	3.00	EA	500.00	1,500.00
210	RIPRAP	100.00	SY	90.00	9,000.00
215	Mobilization	1.00	LS	6,500.00	6,500.00
	Alt. 1				**116,455.00**
225	8" CONCRETE SECTION W/FIBER MESH	200.00	SY	390.00	78,000.00
	Alt 1A				**78,000.00**
230	METAL PIPE PARKING DELINEATORS	550.00	LF	91.50	50,325.00
240	CONCRETE WHEEL STOP	17.00	EA	1,600.00	27,200.00
	Alt 2				**77,525.00**

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
GRAND TOTAL					**$426,650.00**

NOTES:

Bid Notes:

1. Price includes (1) mobilization to job. Each additional mobilization will be invoiced at quoted price.
2. Work will be completed upon a mutually agreed schedule.
3. Knife River shall provide materials in conformance with the mix design provided to it or required in the plans and specifications applicable to this Proposal.

EXCLUSIONS

1. Permits, fees.
2. Performance or payment bonds.
3. Fees for inspections or testing.
4. Pavement markings or signage.
5. Surveying or staking.
6. Removal/backfill of soft or saturated soils below subgrade.

7. EPA/ DEQ permit, paperwork or inspection requirements.
8. Demolition/removals not specifically quoted.
9. Traffic Control
10. Paving over grade placed by others requires Knife Rivers acceptance of provided grade.
11. Excludes coffer dam price. We will proceed with ideas, price and a plan in October once water levels have dropped.

All terms contained in this Proposal shall be incorporated into any subsequent contract or subcontract agreement between Knife River and the customer. The terms in this Proposal shall survive and control over any conflicting language, notwithstanding any other terms or provisions in any subsequent contract. The terms of this Proposal may only be modified by written agreement signed by Knife River.

All work shall be completed in a workmanlike manner according to the written plans and specifications provided to Knife River and standard industry practices. Any alteration, change or deviation from applicable specifications of the materials or work subject to this Proposal will only be provided upon written direction from the Customer. Customer expressly agrees to pay Knife River any additional costs associated with such alteration, change or deviation.

Knife River shall be paid for actual quantities installed and/or furnished. Payment is due upon progress billings within 30 days of the date of such invoice. Knife River reserves the right to furnish a retainage bond at Knife River's expense in lieu of retainage being held. If retainage is held, retainage will not exceed 5%, and the full release of retainage will be payable upon substantial completion by Knife River of the work set forth in this Proposal. All past due amount(s) shall bear interest at eighteen percent (18%) per annum (or the highest rate allowed by law) from the date the invoice is due.

Unless specified in this Proposal, Knife River is not bound by a specific date to either commence its work or deliver materials to the project site. Knife River shall reasonably perform its work with due diligence. Customer bears the risk of increased material costs not controlled by Knife River. Knife River will provide Customer with written documentation to support any price increase for additional material costs from Knife River's supplier(s). Customer may execute and pay for a Change Order to secure pricing on a specific date to mitigate potential material escalation costs.

Knife River shall adhere to all applicable Environmental Laws and Regulations pertaining to work performed by Knife River under this Proposal. Knife River is not the Prime Contractor and will not provide SWPPP services beyond the scope of this Proposal. In the event Knife River is a subcontractor, Knife River shall not meet the definition of an "operator" as defined by the EPA in Section 1.1.1 and Appendix A of the 2017 Construction General Permit. Knife River will not have operational control over construction plans and specifications, including but not limited to, the ability to modify the plans and specifications for the work. Furthermore, Knife River will not have day-to-day operational control of any activities that are necessary or required to ensure compliance with the permit conditions.

Knife River shall not be responsible for any consequential damages related to the materials or services furnished under this Proposal. Customer hereby waives and releases Knife River from any delays caused by events outside of Knife River's control, including but not limited to, actions of other contractors or subcontractors performing work on the subject project, acts of the

owner or its agents, utility interference, unforeseen conditions, strikes, accidents, acts of God, fires, floods, epidemics, unusually severe weather, unavoidable casualties and unusual delays in deliveries. Knife River may withdraw this proposal if not accepted within 15 days from the date of proposal. In the event of litigation, the prevailing party shall be entitled to reasonable attorney's fees and related costs.

In the event materials provided by Knife River under the terms of this Proposal are placed by other contractor(s), Knife River only warrants said materials to the point of delivery or sale. Any modification or alteration of materials delivered or supplied by Knife River shall void any warranty with respect to said materials.

EXCEPT AS OTHERWISE SPECIFICALLY SET FORTH HEREIN, KNIFE RIVER MAKES NO REPRESENTATIONS AND EXTENDS NO OTHER WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR DESIGN.

In the event Knife River commences work prior to execution of this Proposal, Customer shall be bound by the terms and conditions set forth above.

Knife River Corporation Mountain West

Authorized Signature_____ _____
Date

Customer

Authorized Signature_____ _____
Date

Knife River is duly licensed and authorized to do business in the following states:
ID RCE# 46906, PWC-C-033799-U-1-2-3
WA UBI# 604239617
OR CCB# 221896
MT CCR# 241149
UT COL# 10780213-5501
NV NBI# NV20181187762
WY ID# 03702

Memorandum

File #: 24-296 **City Council Meeting**

FROM: Wade Sanner, Director
DATE: Wednesday, July 31, 2024
DEPARTMENT: Community Development Services

Subject
Legislative Public Hearing-Part 1 of 2 of the Annexation and Initial Zoning-Annexation Ordinance and Reasoned Statement of Relevant Criteria and Standards for approximately 9.901 acres, Part of the SE ¼ of the NE ¼ of Section 8 and the SW ¼ of the NW ¼ of Section 9, Township 2 North, Range 38 East.

Council Action Desired
☒ Ordinance ☒ Resolution ☒ Public Hearing
☐ Other Action (Approval, Authorization, Ratification, etc.)
1. Approve the Ordinance annexing approximately 9.901 acres, Part of the SE ¼ of the NE ¼ of Section 8 and the SW ¼ of the NW ¼ of Section 9, Township 2 North, Range 38 East; assign a Comprehensive Plan Designation of "Industrial;" and under a suspension of the rules requiring three complete and separate readings, request that it be read by title and published by summary (or consider the Ordinance on the first reading and that it be read by title, reject the Ordinance, or take other action deemed appropriate).

2. Approve the Reasoned Statement of Relevant Criteria and Standards for the annexation of approximately 9.901 acres, Part of the SE ¼ of the NE ¼ of Section 8 and the SW ¼ of the NW ¼ of Section 9, Township 2 North, Range 38 East and give authorization for the Mayor to execute the necessary documents (or take other action deemed appropriate).

Description, Background Information & Purpose
Attached is part 1 of 2 of the application for Annexation and Initial Zoning of I&M, Industrial and Manufacturing which includes the Annexation Ordinance and Reasoned Statement of Relevant Criteria and Standards for approximately 9.901 acres, Part of the SE ¼ of the NE ¼ of Section 8 and the SW ¼ of the NW ¼ of Section 9, Township 2 North, Range 38 East. On July 2, 2024, the Planning Commission voted to recommend approval of the annexation with initial zoning of I&M to the Mayor and City Council with a vote of 3-3.

Alignment with City & Department Planning Objectives



☐ ☒ ☒ ☐ ☒ ☐ ☐ ☐

Successful annexation consideration seeks consistency with the principles of the Comprehensive Plan, including Growth, Sustainability, and Livable Communities.

Interdepartmental Coordination
The annexation legal description has been reviewed for accuracy by professional surveyors in the Public Works Engineering Division.

Fiscal Impact
NA

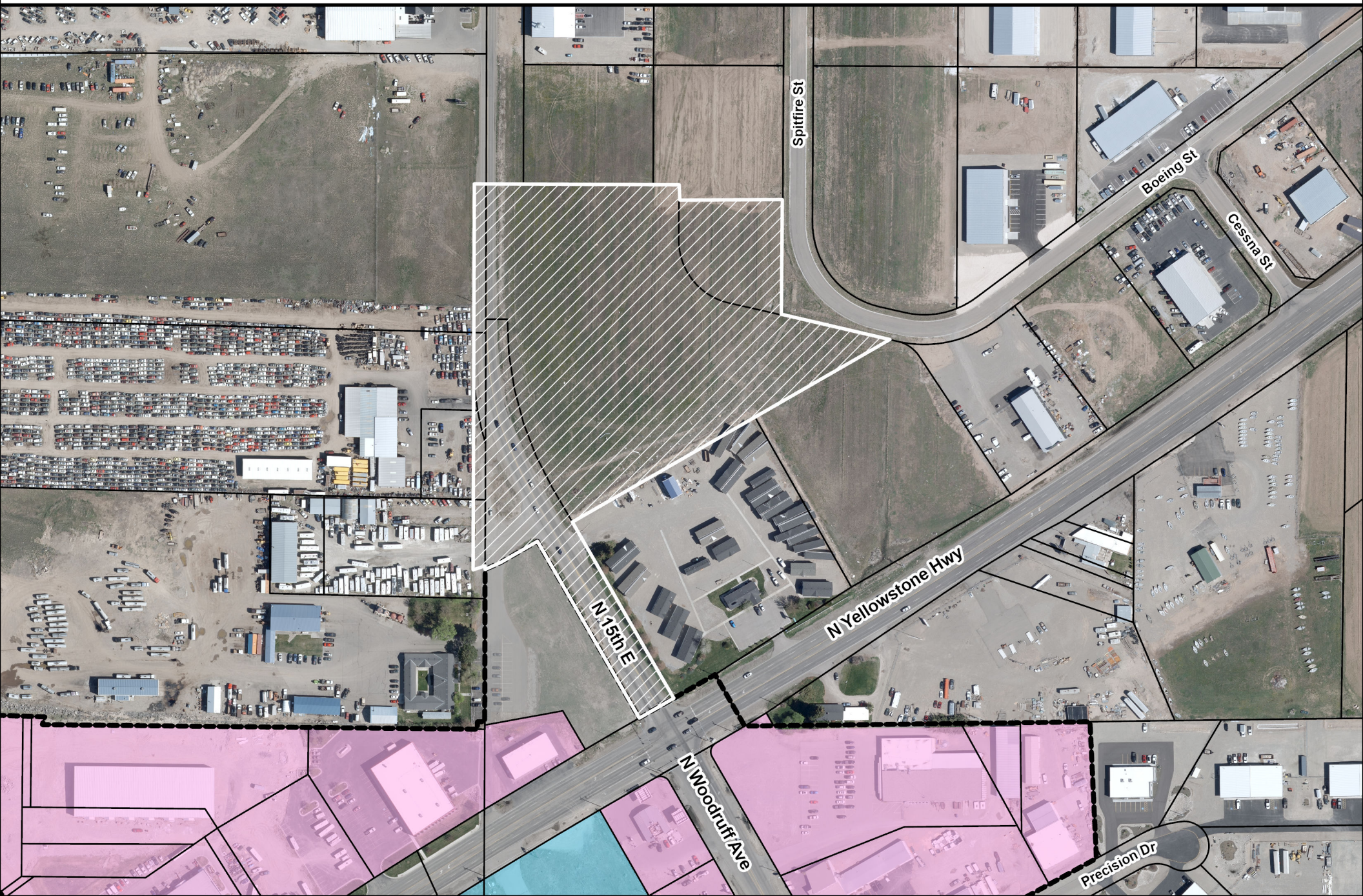
Legal Review
This application and ordinance have been reviewed by the Legal Department for consistency with state statues.

Zoning

ANX24-006 Initial Zoning I&M

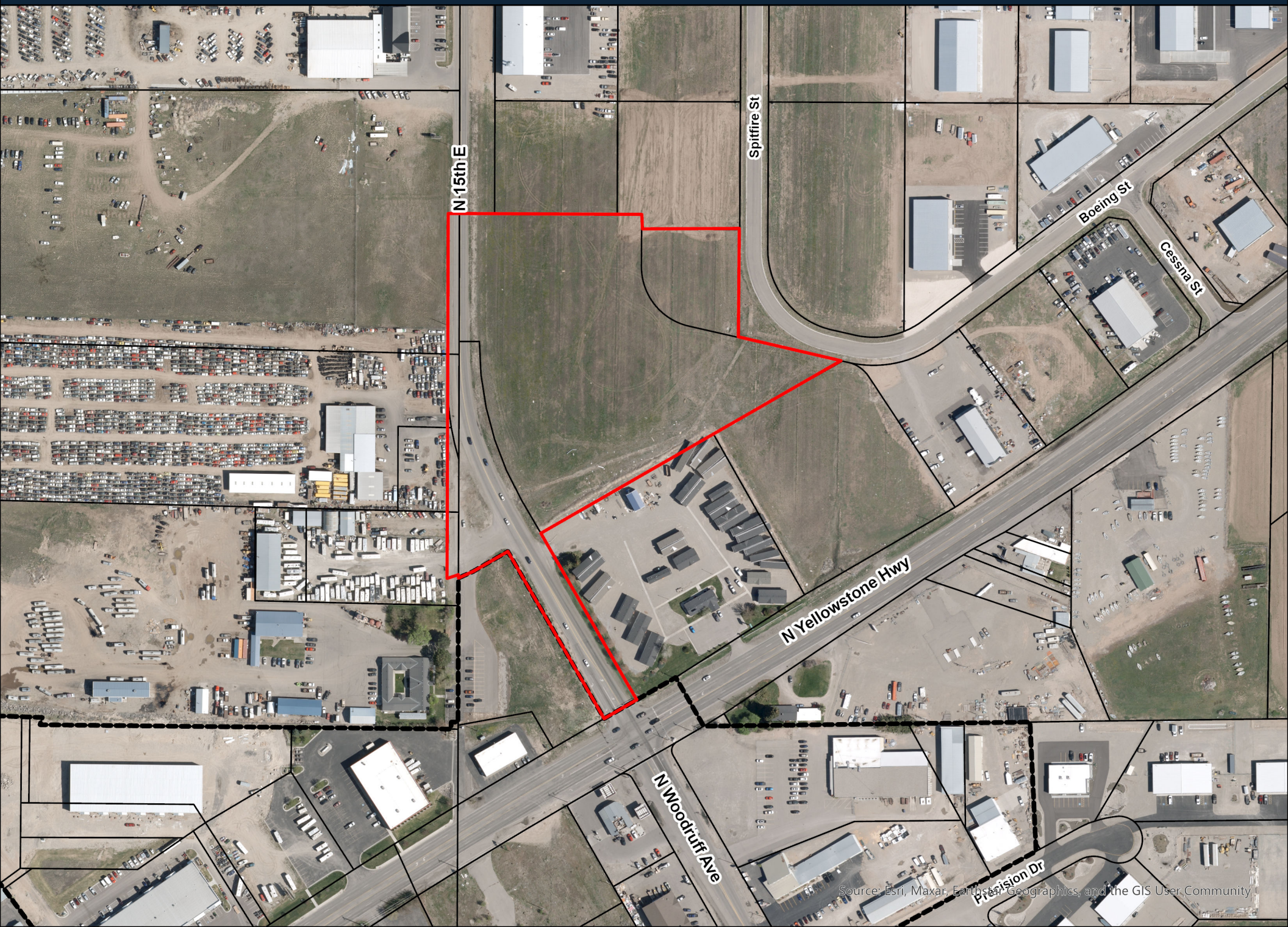
RE R1 TN R3 PB LC R&D I&M

RP R2 RMH R3A CC HC LM P



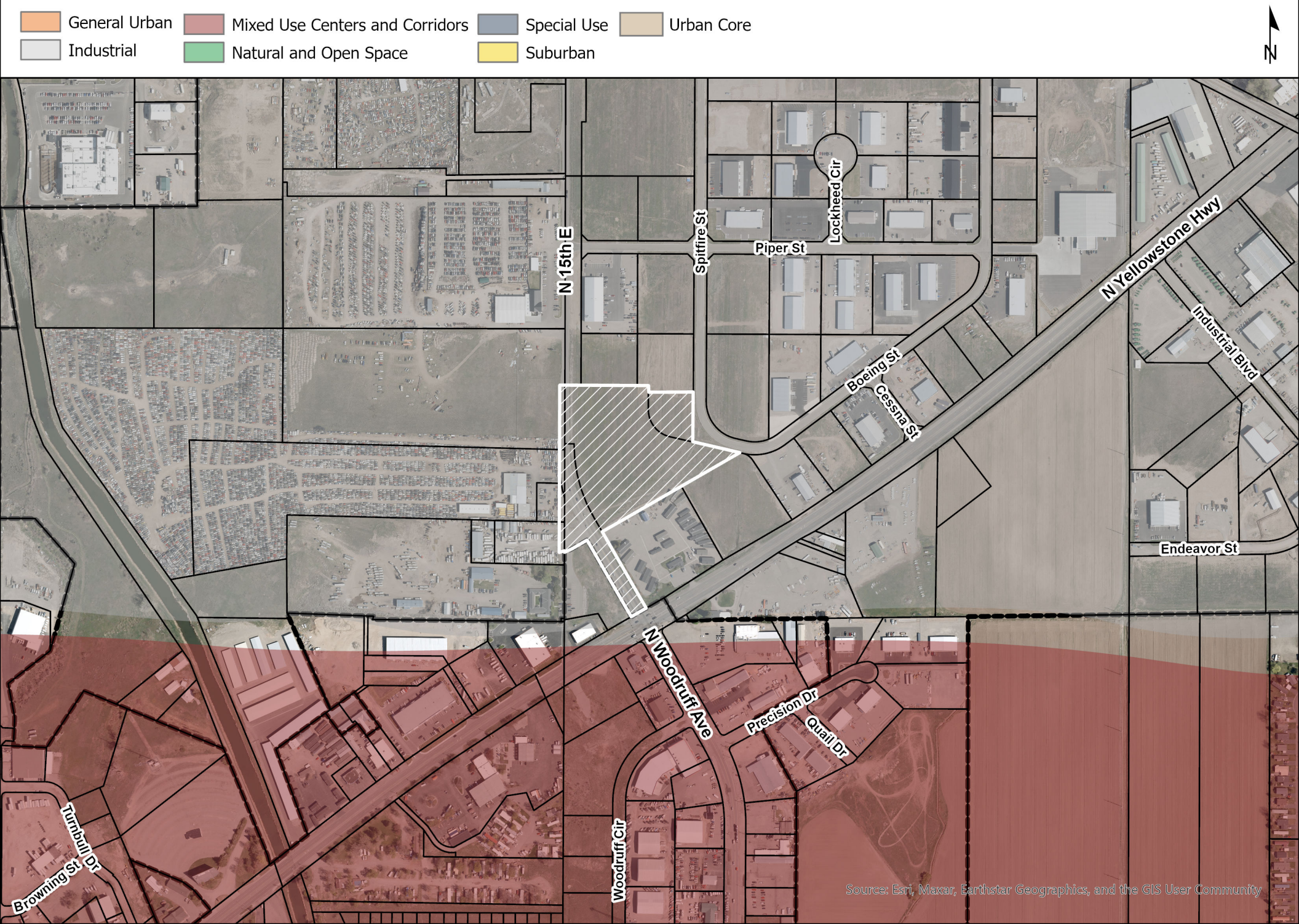
Aerial

PLT24-021 Park Place Amended Preliminary



Comprehensive Plan

ANX24-006 Initial Zoning I&M



11-2-5: ALLOWED USES IN INDUSTRIAL AND SPECIAL PURPOSE ZONES.

Table 11-2-3: Allowed Uses in Industrial Zones

P = permitted use. C1 = administrative conditional use. C2 = Board of Adjustment conditional use. C3 = City Council conditional use. A blank denotes a use that is not allowed in that zone.

*Indicates uses that are subject to specific land use provisions set forth in the Standards for Allowed Land Uses Section of this Chapter.

	Industrial		Special Purpose	
Proposed Land Use Classification	**LM**	**I&M**	**R&D**	**P**
Accessory Use	P	P	P	
Accessory Use, Fuel Station*	P	P	P	
Accessory Use, Storage Yard*	P	P	P	
Airport	P			
Agriculture*	C_2	P		C_2
Agriculture Tourism	C_2	P		C_2
Amusement Center	P	P		
Amusement Center, Indoor Shooting Range*	P	P		
Amusement Center, Outdoor*	P	P		C_2
Adult Business*		P		
Animal Care Clinic*	P	P		
Animal Care Facility*	P	P		
Artist Studio	P	P		
Auction, Livestock		C_2		
Building Contractor Shop	P	P		
Building Material, Garden and Equipment	P	P		
Cemetery*				C_2
Club*	P	P		
Communication Facility	P	P	P	
Correctional Facility or Jail	C_2	P		
Day Care Center*	P	P	P	
Drinking Establishment	P	P		
Drive-through Establishment*	P	P		
Dwelling, Accessory Unit*	P	P		
Eating Establishment	P	P		
Dwelling, Multi-Unit*			P	
Eating Establishment, Limited	P	P	P	
Equipment Sales, Rental and Service	P	P		
Financial Institution	P	P	P	
Food Processing, Small Scale Processing With or Without Sales	P	P		
Food Products, Processing, With or Without Retail Sales		P		
Food Store	P	P		

Proposed Land Use Classification	LM	I&M	R&D	P
Fuel Station, Super	P	P		
Health Care and Social Services			P	
Higher Education Facilities	P		P	
Hospital*	C_2	C_2	C_2	
Industry, Craftsman	P	P		
Industry, Heavy		P		
Industry, Light	P	P		
Information Technology	P	P	P	
Laundry and Dry Cleaning	P	P		
Lodging Facility	P		C_2	
Medical Support Facilities	P		P	
Parking Facility	P	P	P	
Park and Recreation Facility*				P
Pawn Shop	P	P		
Personnel Service	P	P		
Professional Service	P	P	P	
Public Service Facility*	P	P	C_2	C_2
Public Service Facility, Limited	P	P	P	P
Public Service Use	P	P	P	P
Railroad Freight Terminal and Station		P		
Recreational Vehicle Park*				C_2
Research and Development Business	P	P	P	
Retail	P	P		
Storage Facility, Indoor	P	P		
Storage Facility, Outdoor	P	P		
Storage Yard*	P	P		
Terminal Yard, Trucking and Bus		P		
Transit Station	P	P	P	
Vehicle Body Shop	P	P		
Vehicle Sales, Rentals and Service	P	P		
Vehicle Washing Facility	P	P		
Warehouse	P	P		
Warehouse, Wholesale With Flammable Materials	P	P		

(Ord. 3218, 9-13-18) (Ord. 3233, 12-20-18) (Ord. 3451, 3-31-22) (Ord. 3496. 12-8-22)

July 2, 2024 7:00 p.m. Planning Department

City Annex Council Chambers

MEMBERS PRESENT: Commissioners Glen Ogden, Kristi Brower, Forrest Ihler, Bill Scott, Arnold Cantu, Dale Storer.

MEMBERS ABSENT: Marsha McDaniel

ALSO PRESENT: Assistant Planning Director Kerry Beutler, David Peterson Planner, Naysha Foster Planner, Jacob Beck, Esq, Assistant City Attorney, and interested citizens.

CALL TO ORDER: Ogden called the meeting to order at 7:00 p.m.

MINUTES: Scott moved to accept the minutes of June 4, 2024, Brower seconded the motion. The motion passed unanimously.

Public Hearing:

3. ANNX24-006: ANNEXATION AND INTIIAL ZONING OF I&M.

Ogden opened the public hearing.

Applicant: City of Idaho Falls. Peterson stated that there is a slight change to the exhibit map as there were quick claim deeds from the County to property owners and so that portion has been removed. It is now just under 10 acres. City of Idaho Falls owns the property.

Peterson presented the staff report, a part of the record.

Support/Opposition.

James Boone, 3000 N 15th East, Idaho Falls, Idaho. Boone represents Lemhi Enterprise. Boone wanted to address contiguity to the City Limits, Idaho Falls Statement of Annexation Principles which clearly state that except in response to unusual circumstances, they need to avoid annexation to properties contiguous merely by touching corner which do not have primary structures in and do not have immediate access to utilities. Boone stated that this property is not contiguous, the County right of way is on one corner and the road right of way in the annexation plan needs to occur on both sides of the right of way. Pursuant to the Annexation Principles City Public Works needs to meet with the County Public Works to determine the appropriate limits for annexation. Boone asked if the meeting happened, and if so, what considerations were made, as it does not meet the requirements of the Statement of Annexation Principles.

Randy Waters, 700 S. Woodruff, Idaho Falls, Idaho. Waters indicated that there are boundary issues on this property that the Commissioners may not be aware of. Waters is a realtor and was contacted by the City - Pam Alexander and Chief Dwayne Nelson to locate property for a fire station. Waters looked and identified this property and there are things in play, and they were able to get this property for the City. The papers Waters passed out to the Commissioners shows that this was one big parcel (shown in red) and the City wanted 7 acres and this is larger than 7 acres and splitting it would not net them the 7 acres. The property above on the 1st page has an L shape lot, and it was changed and split. Vision Collision wanted a parking lot for a compound, and the lighter shaded lot was left open and the little corner piece on the bottom south was given to the City, and between that piece and the larger piece that got the 7.2 acres the City required. In doing so, it took time to get the legal description. Waters wrote up the offer. Page 2 of the packet shows a dirt line which is a sewer line providing services to Anderson Business Development. In the offer that was wrote, Waters identified (Page 3) water and sewer that would go to this lot. The disagreement is the property line is in the wrong place the line should have been parallel with the sewer line and that would enable this lot to have the City sewer and water connection. The bigger lot already has water and sewer as it is stubbed in the parcel. and the boundary should. Waters presented on page 4 an email that was sent to Chief Nelson regarding the location. Page 5 shows a screen shot with his phone identifying where the sewer line is and where the property line should be. The Purchase and Sale Agreement is shown next, and the City was adamant that it had to be

approximately 7 acres and they did not want to extend over $900,000. Waters indicated that by combining the 2 lots, it gave the City 7.2 acres. Exhibit A on the purchase and sale agreement is an exhibit that Waters made showing that the property line is parallel to the City Sewer Line. There is an addendum to extend closing waiting for the survey from Cornerstone Geomatics, there was a second addendum to extend as they were still waiting. The legal description was received, and they closed September 29, 2022. Through time, he built his building near this property and in January he started to look at the legal description and noticed that the line is in the wrong spot, and he contacted Pam Alexander and Chief Nelson to meet regarding the problem. Alexander and Chief Nelson met with Waters in January, and they stated that they see the problem and asked them to get a new legal description and they will run it by the legal department. Legal turned it down and stated that it belongs to the City. Waters agrees that by law it is the City's, ethically it is not right, and it belongs to the lot that it needs to provide water and sewer to the adjacent lot. Waters doesn't feel that they should annex into the City until there is a resolution to this problem. Waters stated that adding that extra corner is .4 acres, and the City was promised approximately 7 acres (7.2) and with this mistake they net 7.6 acres. There is an error, and discrepancy in the line that should be parallel to the City Sewer. Waters stated that it doesn't make sense for the seller to willingly give away the water and sewer that is needed to develop the remaining property. Waters stated that it was an error, and they would like the City to be ethical and make the right decision to resolve the problem and get it fixed. Waters had Cornerstone Geo Matics draw up a quick claim deed to put the line in the correct place.

Storer asked if the City owns the property. Waters agreed that the deed they have includes everything. Storer asked how the property dispute relate to compliance with the subdivision ordinance. Waters stated that it negates the neighboring property from having water and sewer as it was sold to the City in error, and the property is not buildable unless they work out a deal, and that only leaves a 20' access to the adjacent lot. It's an honest mistake that he didn't catch as a realtor, there were issues in trying to split the lots and there were boundary issues, and the map he got was an overlay and he didn't catch that the line was in the wrong place. The City isn't getting anything less than what they were promised in the purchase and sale agreement.

Shane Reimer, Cornerstone Geomatics, 5497 Rammell Road, Idaho Falls, Idaho. Reimer is the surveyor that made the error and feels it was a miscommunication between himself and Waters. Reimer stated that it does not make sense at all that the developer would have given up sewer and water services to go to the City lot. Reimer did locate sewer stubs existing and it was the intent of the developer to develop the lot, and the line that is currently shown cuts the developer off from the sewer and water. Reimer stated that the easiest thing is to modify the line to make it where it was intended to be. It does restrict the road frontage as there is no access to Yellowstone to be granted and there wasn't any in the preliminary stage as it is too close to Woodruff intersection. Reimer stated that he is against moving ahead on annexation as it will be harder to resolve this issue. Reimer would like more time to find a solution.

Ryan Anderson, 3024 Boeing Street, Idaho Falls, Idaho. Anderson is the developer of the land. In working with the City, he worked through Randy Waters and the City was looking for 7 acres. When they were parceling it off, Anderson was informed that it might go just over 7 acres and he was ok with that, and they set a price. If they can resolve with the City, the City still gets 7.28 acres which is over ¼ of an acre that wasn't considered in the sale price. He was willing to work with them to get them what they needed but had to maintain his ability to develop with the water and sewer. He is opposed to annexation until they can resolve this issue.

Jacob Beck, Esq, Assistant City Attorney, 444 D Street, Idaho Falls, Idaho. Beck passed out additional documents for the Commissioners to review. Beck stated that the land is technically deeded to the City of Idaho Falls. Beck stated that in conducting this purchase, the final showing of what property was purchased, was what the City understood it was purchasing, and it was not a onetime showing of what the property lines would look like. There were multiple documents showing what the property being purchased would look like. Beck showed the first picture and email to Pam Alexander of what was to be purchased, and then a second email with a legal description that was recorded in September 2022. Beck indicated that the City Surveyor conducted his own survey, and everything matched up. This is what the City believed they were purchasing. Beck stated that legal does not feel that this is the venue to be addressing this issue, and it would be more

appropriate for Courts and not a matter to be decided by Planning and Zoning. Beck stated that they are open to talks, but do not want to discuss in Planning and Zoning meeting.

Ogden stated that on page 2 of Beck's document it has a parcel showing 6.734 acres on parcel 4, .949 acres on parcel 3 and those 2 combined equal 7.683, which the City's document shows 7.682 and the adjusted area shows a .403. Ogden stated that if the .403 is included which is what is shown, that would actually equal 8.086 acres. Ogden asked why there is a discrepancy on acreage. The document the City provided stated that the parcel with that corner equals 7.682 acres. Ogden asked which document is accurate. Beck is not sure which one is more accurate. Beck stated that the first document was the attachment that was provided in the first email and any discrepancy between the two as far as acreage, he cannot answer, but each document shows the triangular piece taken from the sewer line heading towards Boeing Road and the triangular piece is included in both of the pictures. One of the requirements that the City was asking for in the purchase and sale agreement, there was more included, as the City was requiring access to Boeing and getting that triangular piece is what gave the City access to Boeing Road. Ogden stated that Exhibit A in the Commission's packet shows the total tract acreage at 10.079 and that is where he sees Commissioner Ihler's point regarding Woodruff. Ogden thinks the total is 8.086, not 7.682.

Beck stated that Legal's stance is that the appropriate venue is within the Courts with a motion for quiet title.

Storer asked if Beck concurred that the City owns the property as described in the legal description. Beck feels the City owns the property. Storer stated that as long as the City owns the property and wants to annex it, the jurisdiction for resolving the issue can be resolved, but not before the Planning Commission.

Randy Waters, 700 Memorial Drive, Idaho Falls, Idaho. Waters agrees that this is not the venue, but it should not be annexed as there are problems. Waters agrees it is the City's property. Water questioned why a seller would cut his throat and sell the water and sewer to the lot next door. Waters stated that it should not be annexed because there is an issue with the property.

James Boone, 3009 N 15th E, Idaho Falls, Idaho. Boone stated that the reason he is familiar with the Statement of Annexation Principles is that when he met with the City in 2021 they cited that document to refuse the opportunity for him to apply for annexation, and the property that is shown on the top left of the red outline does not have an address, and the Statement of Annexation Principles was cited to refuse to allow him to apply for annexation.

Beutler clarified that State Statute does not prohibit the annexation on a point, and it does allow that to be contiguous and rights of way are not considered barrier for annexation. Beutler stated that the agreement with Bonneville County is for arterial roadways, such as this, they will annex the entire roadway at the time they are annexing property on one side. They meet monthly with Bonneville County to discuss annexations and this annexation has been discussed, and the County is also recommending annexation. This property is contiguous and eligible for annexation. The document regarding Principles of Annexation as stated is accurate, other than the document was specifically developed when the City was annexing property without the property owner's permission or desire, in order to develop some sort of format for that annexation. Tonight, the applicant and owner (City of Idaho Falls) is requesting annexation, so it is a different scenario and State Statute does not prohibit annexation at a point.

Ogden closed the public hearing.

Brower stated that they need to look at annexation and zoning and they are not here to rule on anything else besides that.

Ihler stated that if it gets annexed then the City has that much more opportunity to not work it out with the developer and it is messing up development. Ihler understands that they don't have say over the details. If this were any other property owner, and they were having land disputes with another private developer, they would want to table or wait until the issues were dealt with. Ihler stated that the City is the applicant and should be looked at as another developer. He is not comfortable annexing something if it does go to Court. He is not

saying one way or the other how the resolution should be, but he does believe they should hold off on annexation.

Scott confirmed that they are only recommending to City Council.

Ogden asked for the zoning Map to be shown. Ogden stated that they don't want to create County Islands, and, in this instance, they are creating a City island and contiguous is a stretch and it does create a County island. Ogden feels that until some of that is annexed, it goes against other things that the Commission has done and doesn't touch where it needs to be touching. Ogden will vote nay.

Storer noted that he agrees with Brower that it is not wise policy to get involved in property and boundary line disputes and those types of things have a forum to be resolved. If they go down the trail to determine who is right or wrong, they are opening the quagmire. Ogden stated that he doesn't feel that it touches the zones that are required to not create County islands. Storer stated that annexation and the question is whether it is contiguous. Ogden stated that with annexation they would create a County island and they have repeatedly agreed to not create County islands. Storer stated that with annexation the only question is whether it is contiguous. Ogden and Storer disagree on that fact. Ogden clarified that his comments are not based on the additional information, as he does agree with Storer and Brower, that they do not have a say in the property dispute. Ogden stated that all his comments are based on what is within the prevue of the Planning Commission.

Brower moved to recommend to the Mayor and City Council approval of the Annexation of 10.079 Acres in a portion of the Southeast ¼ of the northeast ¼ Section9, T 2N, R 38 E, with initial zoning of I&M. Storer seconded the motion. Ogden called for roll call vote: Brower, yes; Scott, yes; Ihler, no; Ogden, no; Cantu, no; Storer, yes. The motion tied 3-3.

4.ANNEXATION AND INITIAL ZONING OF R1.

Ogden opened the public hearing.

Applicant: Scott Dressin, HLE 101 South Park Ave., Idaho Falls, Idaho. Dressing is bringing forth annexation of 2 parcels owned and used for The Christ Community Church and they have intentions to do additional development and has considered both County and City development and it was determined that it would be good to go forward with Annexation in R1 as it is contiguous to the development south, and surrounding additional zoning and use of the adjacent lots is residential. The use of the lot is for religious institution. Religious Institution use is a conditional use approval for all residential zones, and any intent for future development would have to go forward with a CUP and all of the required meetings that are necessary.

Foster presented the staff report, a part of the record.

Ogden asked what the plan or action by the City for the property south that would create a County island. Foster stated that there have been some changes in legislation for annexation, there is no longer a category for annexation, so you cannot force an annexation of a property, unless they are receiving City services, and the property to the south is not, so until the property owner receives City services or initiates the annexation, there is nothing the City can do. Foster added that it is a new law that went into effect on July 1, 2024.

Beutler clarified that it does not mean that the City cannot initiate annexation. If the parcel is larger than 5 acres, and used for agricultural purposes, the City cannot initiate annexation, but if the parcel is smaller than 5 acres, the City can initiate annexation, whether or not they have services, the City could potentially attempt to annex property. Beutler clarified that the City Council has not indicated a change to their policy regarding annexation.

Applicant: Scott Dressin, Harper Leavitt, 101 South Capital, Idaho Falls, Idaho. Dressin stated that in addition to the parcels for annexation, South 5th West extending to 65th South will be included in the annexation so it will sever the adjacency of the lot to the south with the additional County zoning A1 across the street. Ogden clarified that it is creating a true County island.

No one appeared in Support/Opposition.

Ogden closed the public meeting.

Ihler sees this all being City at some point, and there is not a way to annex in a perfect straight pattern and if they are annexing 5th West it will reduce the need for the County to maintain that section.

Brower agrees and feels it is straight forward.

Cantu Moved to recommend to the Mayor and City Council approval of the Annexation of 17.297 Acres in a portion of the southeast ¼ of Section 1, T 1 N, R 37 E, with initial zoning of R1. Scott seconded the motion. Ogden called for roll call vote: Brower, yes; Scott, yes; Ihler, yes; Ogden, yes; Cantu, yes; Storer, yes. Motion passed unanimously.

STAFF REPORT

ANNEXATION OF 9.901 ACRES IN A PORTION OF SE ¼ OF THE NE ¼ SECTION 9, T 2N, R 38E
INITIAL ZONING OF I&M, INDUSTRIAL AND MANUFACTURING ZONE
August 8, 2024

IDAHO FALLS

Community Development Services

Applicant: City of Idaho Falls

Project Manager: David Peterson

Location: North of N Yellowstone Hwy, east of the Idaho Canal, south of Piper St, and west of Cessna St.

Size: Approximately 9.901 Acres

Zoning:
Existing: County C-2, IM-3
North: County C-2, IM-3
South: City I&M, HC, County C-2
East: County C-2
West: County C-2, IM-3

Proposed Zoning: I&M, Industrial and Manufacturing

Existing Land Uses:
Site: Vacant/Ag
North: Vacant/Ag
South: Commercial
East: Commercial/Industrial
West: Commercial/Industrial

Future Land Use Map:
Industrial

Attachments:
1. Comprehensive Plan Policies
2. Zoning Information
3. Allowed Uses
4. Maps & Aerial Photos

Requested Action: To **approve** the annexation and initial zoning of I&M, Industrial and Manufacturing, to the Mayor and City Council.

Annexation: This annexation was requested by the property owner. The property is just outside the Area of Impact but contiguous to City limits along the south property lines. Annexation of the property is consistent with the policies of the City's Comprehensive Plan.

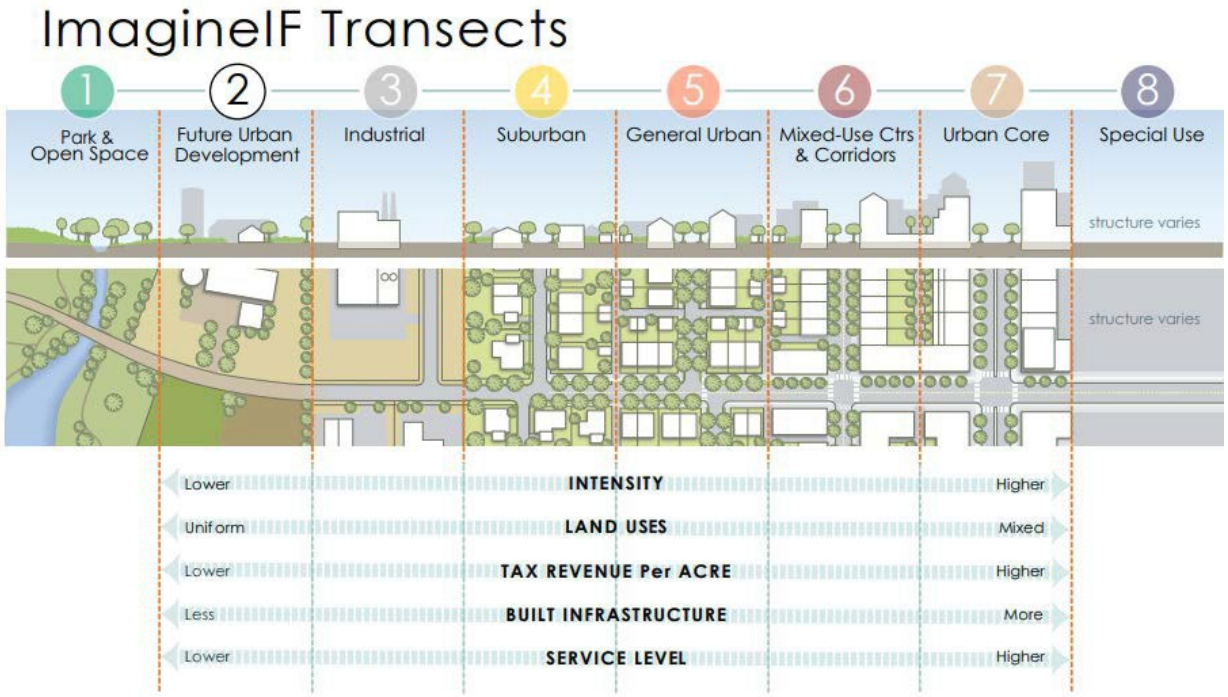
Initial Zoning: The proposed zoning is I&M. This zone provides an industrial zone in which the primary use of the land is manufacturing, fabricating, processing, and warehousing. Land zoned I&M should be relatively flat, open land, conveniently located close to transportation, public utilities and other facilities necessary for large employment centers and successful manufacturing operations.

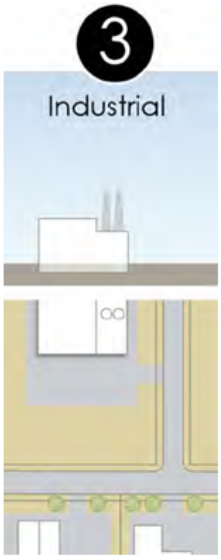
Staff Comments: This area is designated Industrial by the Comprehensive Plan, which denotes areas set aside for all varieties of industrial operations, from manufacturing facilities and related warehousing and distribution to machine shops or greenhouses. The I&M zone complies with the Comprehensive Plan and the surrounding land uses in the area, which are primarily industrial and heavy commercial county properties. The annexation includes property obtained by the City of Idaho Falls as well as the right-of-way along N 15th E. It is important to consider all permitted uses of a zone when considering the initial zoning of a property.

Staff Recommendation: Staff has reviewed the annexation and initial zoning application and finds that it is consistent with the Comprehensive Zoning Code and the City's Comprehensive Plan and recommends approval of the annexation with an initial zoning of I&M.

Comprehensive Plan Land Use Transects:

pg. 60-70





3. **Industrial**

Snapshot: The Industrial Transect denotes areas set aside for all varieties of industrial operations, from manufacturing facilities and related warehousing and distribution to machine shops or greenhouses. These areas are generally near major roadways, with frontage on arterial roadways, and they may have railroad access.

Local examples: Industrial Parks south of Sunnyside Road along the Yellowstone Highway Corridor, Anheuser Bush facilities, industrial park located north of Science Center Drive/Anderson Street and US 20

Zoning Ordinance:

11-3-7: PURPOSE OF INDUSTRIAL ZONES

(B) I&M Industrial and Manufacturing Zone. This zone provides an industrial zone in which the primary use of the land is a manufacturing, fabricating, processing, and warehousing. Land zoned I&M should be relatively flat, open land, conveniently located close to transportation, public utilities and other facilities necessary for large employment centers and successful manufacturing operations.

Table 11-3-6: Dimensional Standards for Industrial Zones

	LM	I&M
Site Area- Minimum in acres		
Setbacks – Minimum in ft.		
Front	30	30
Side	0/30*	0/30*
Rear	0/30*	0/30*
Building Height- Maximum	see sub-sections (2) below	
Lot Coverage- Maximum in %	80	
Building Coverage- Maximum in %	50	
*See explanations, exceptions and qualifications that follow in 11-3-8A (1-2) of this Zoning Code.		

(Ord. 3233, 12-20-18)

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO; PROVIDING FOR THE ANNEXATION OF APPROXIMATELY 9.901 ACRES DESCRIBED IN EXHIBIT A OF THIS ORDINANCE, AMENDING THE LEGAL DESCRIPTION OF THE CITY WITH THE APPROPRIATE COUNTY AND STATE AUTHORITIES; AND PROVIDING SEVERABILITY, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE.

WHEREAS, the lands described in Exhibit A of this Ordinance are contiguous and adjacent to the City limits of the City of Idaho Falls, Idaho; and

WHEREAS, such lands described herein are subject to annexation to the City pursuant to the provisions of Idaho Code Section 50-222, and other laws, as amended; and

WHEREAS, the annexation of the lands described in Exhibit A is reasonably necessary to assure the orderly development of the City in order to allow efficient and economically viable provision of tax-supported and fee-supported municipal services; to enable the orderly development of private lands which benefit from a cost-effective availability of City services in urbanizing areas; and to equitably allocate the costs of City/public services in management of development on the City's urban fringe; and

WHEREAS, the City has authority to annex lands into the City pursuant to procedures of Idaho Code Section 50-222, as amended; and

WHEREAS, any portion of a highway lying wholly or partially within the lands to be annexed are included in the lands annexed by this Ordinance; and

WHEREAS, the lands annexed by this Ordinance are not connected to the City only by a "shoestring" or a strip of land which comprises a railroad or right-of-way; and

WHEREAS, all private landowners have consented to annexation of such lands, where necessary; and

WHEREAS, City of Idaho Falls Comprehensive Plan includes the area of annexation; and

WHEREAS, after considering the written and oral comments of property owners whose lands would be annexed and other affected persons, City Council specifically makes the following findings:

1) That the lands annexed meet the applicable requirements of Idaho Code Section 50-222 and do not fall within exceptions or conditional exceptions contained in Idaho Code Section 50-222;

2) The annexation is consistent with public purposes addressed in annexation and related plans prepared by the City; and

3) Annexation of the lands described in Section 1 are reasonably necessary for the orderly development of the City; and

WHEREAS, it appears to the Council that the lands described herein below in Exhibit A of this Ordinance should be annexed to and become a part of the City of Idaho Falls, Idaho; and

WHEREAS, the City wishes to exercise jurisdiction over the annexed lands in a way that promotes the orderly development of such lands; and

WHEREAS, the City of Idaho Falls Comprehensive Plan sets out policies and strategies designed to promote and sustain future growth within the City; and

WHEREAS, such designation is consistent with policies and principles contained within the City of Idaho Falls Comprehensive Plan; and

WHEREAS, the City desires the City of Idaho Falls Comprehensive Plan Map to be amended to reflect the designation contained in this Ordinance.

NOW THEREFORE, BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF IDAHO FALLS, IDAHO, as follows:

SECTION 1. Annexation of Property. The lands described in Exhibit A are hereby annexed to the City of Idaho Falls, Idaho.

SECTION 2. Amended Map and Legal Description. The City Clerk shall file a certified copy of this Ordinance with the Bonneville County Auditor, Treasurer, and Assessor, within ten (10) days after the effective date hereof. The City Engineer shall, within ten (10) days after such effective date, file an amended legal description and map of the City, with the Bonneville County Recorder and Assessor and the Idaho State Tax Commission, all in accordance with Idaho Code Section 63-2215.

SECTION 3. Findings. The findings contained in the recitals of this Ordinance be, and the same are hereby adopted as the official City Council findings for this Ordinance, and any further findings relative to this Ordinance shall be contained in the officially adopted Council minutes of the meeting in which this Ordinance was passed.

SECTION 4. Savings and Severability Clause. The provisions and parts of this Ordinance are intended to be severable. If any section, sentence, clause or phrase of this Ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this Ordinance.

SECTION 5. Publication. This Ordinance, or a summary thereof in compliance with Idaho Code, shall be published once in the official newspaper of the City, and shall take effect immediately upon its passage, approval, and publication.

SECTION 6. Effective Date. This Ordinance shall be in full force and effect from and after its passage, approval and publication.

PASSED BY THE COUNCIL AND APPROVED BY THE MAYOR this_____day of _____, 2024.

_____
Rebecca L. Noah Casper, Mayor

ATTEST:

_____
Corrin Wilde, City Clerk

(SEAL)

STATE OF IDAHO)
: ss.
County of Bonneville)

I, CORRIN WILDE, CITY CLERK OF THE CITY OF IDAHO FALLS, IDAHO, DO HEREBY CERTIFY:

That the above and foregoing is a full, true and correct copy of the Ordinance entitled: "AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO; PROVIDING FOR THE ANNEXATION OF APPROXIMATELY 9.901 ACRES DESCRIBED IN EXHIBIT A OF THIS ORDINANCE, AMENDING THE LEGAL DESCRIPTION OF THE CITY WITH THE APPROPRIATE COUNTY AND STATE AUTHORITIES; AND PROVIDING SEVERABILITY, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE."

_____
Corrin Wilde, City Clerk

(SEAL)

EXHIBIT "A"

A parcel of land lying in a portion of the Southeast ¼ of the Northeast ¼ of Section 8 and the Southwest ¼ of the Northwest ¼ of Section 9, Township 2 North, Range 38 East of the Boise Meridian, Bonneville County, Idaho, described as follows:

COMMENCING at the Quarter Corner common to said Sections 8 and 9, and running THENCE N 00°08'59" E 318.17 feet along the section line common to said Sections 8 and 9 to a point on the east line of Quitclaim Deed instrument number 934791, as recorded with the Office of the Recorder for Bonneville County, said point being the **TRUE POINT OF BEGINNING**; THENCE N 00°08'59" E 7.37 feet along said east line to the northeasterly corner of said Quitclaim Deed; THENCE S 60°21'04" W 28.81 feet along a northwesterly boundary of said Quitclaim Deed to the northwesterly corner of said Quitclaim Deed, said corner being on the westerly right-of-way line of 15th East; THENCE N 00°08'59" E 790.23 feet along said westerly right-of-way line of 15th East to a point on the projected southerly line of Andersen Business Development, Division No. 1, a County Subdivision recorded with the Office of the Recorder for Bonneville County as instrument number 1597972; THENCE S 89°51'07" E 413.86 feet along said south line of Subdivision to an angle point in the boundary of said subdivision, said point being a 5/8" iron rod with plastic cap and stamped PLS 13933; THENCE S 00°15'31" W 32.18 feet along a westerly boundary of said Subdivision to a point monumented with a 5/8" iron rod with no cap; THENCE S 89°44'15" E 209.51 feet to a point on the east boundary line of Lot 2, Block 5 of said Subdivision, said point being a 5/8" iron rod with no cap; THENCE S 00°13'13" W 230.40 feet along said east boundary line to a point on a southwesterly boundary line of said Subdivision, said point being a 5/8" iron rod with no cap; THENCE S 77°05'16" E 225.81 feet along said southwesterly boundary line to a 5/8" iron rod with plastic cap stamped PLS 12222; THENCE S 60°09'42" W 316.94 feet to a 1/2" iron rod with plastic cap stamped LS 827, said point being at the most northerly corner of warranty deed instrument number 1731396 as filed with the Office of the Recorder for Bonneville County; THENCE S 60°06'56" W 424.99 feet along said warranty deed to a 1/2" iron rod with plastic cap stamped LS 827, said point being at the most westerly corner of said warranty deed; THENCE S 29°56'43" E 409.13 feet along the southwesterly boundary line of said warranty deed to a point on a northwesterly boundary line of City of Idaho Falls Annexation Ordinance No. 3289; THENCE S 60°05'34" W 80.09 feet along said northwesterly boundary line to a southeasterly corner of said Ordinance No. 2983; THENCE N 29°56'49" W 411.34 feet along the northeasterly boundary line of said Ordinance No. 2983 to the most northerly corner of said Ordinance No. 2983; THENCE S 60°03'10" W 121.80 feet along the northwesterly boundary line of said Ordinance No. 2983 to the **TRUE POINT OF BEGINNING**, and containing 9.901 acres, more or less.

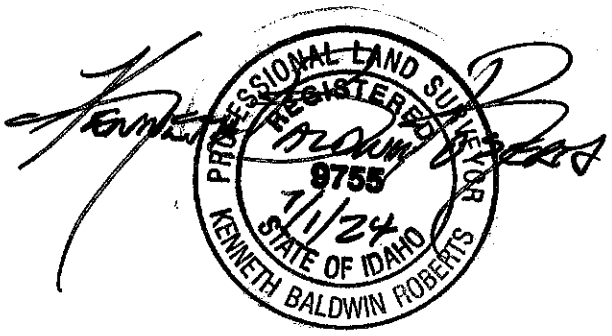


Exhibit "A" Pages: 1 of 1
Total Pages: _____ of _____

E:\3-ANNEXATION\Annexations Post 2020\Fire Station Annex N 15th East and Yellowstone\EXHIBITS\EXHIBIT A TRACT 1 R2.docx

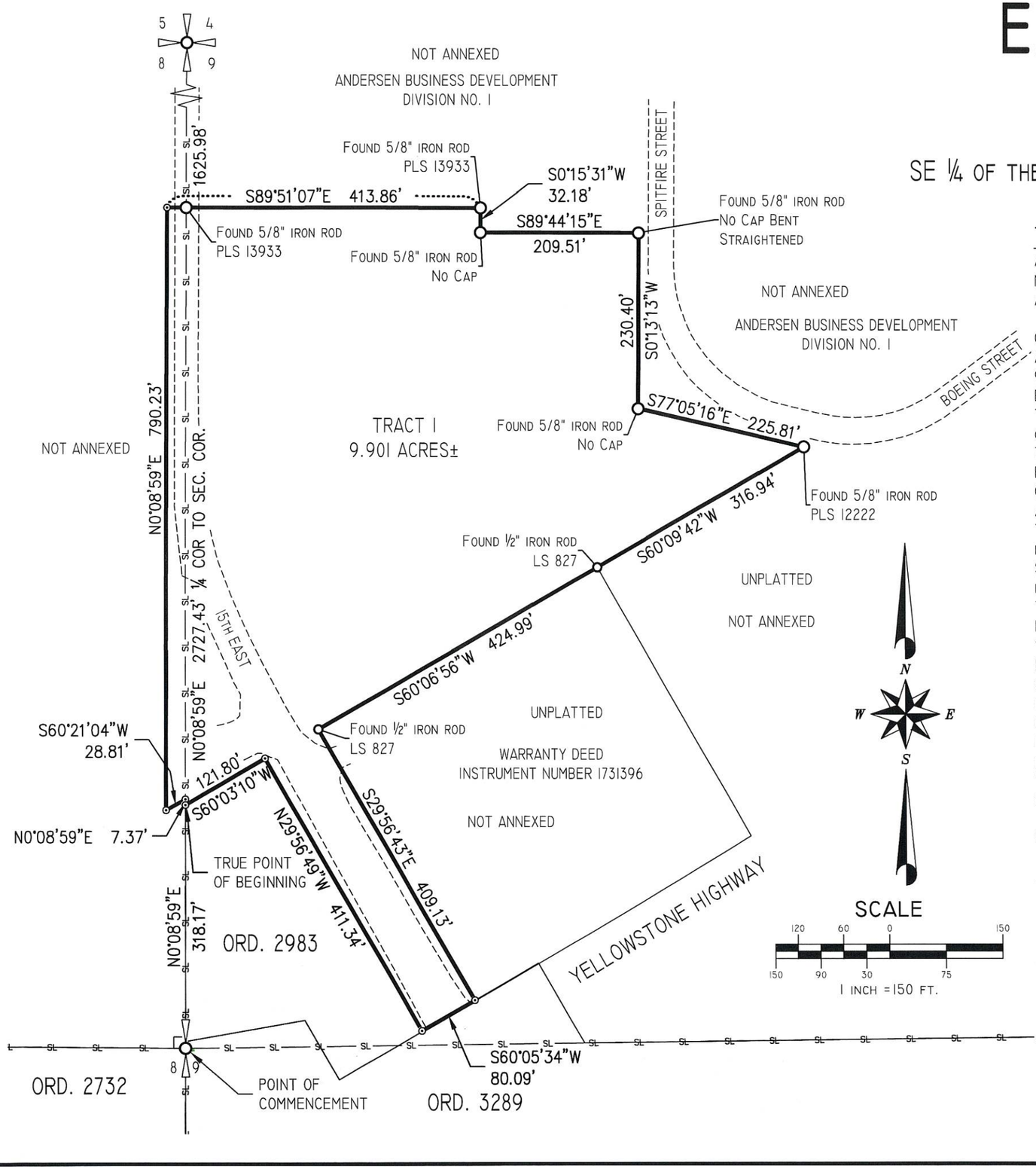
EXHIBIT "A", TRACT I

CITY OF IDAHO FALLS

BONNEVILLE COUNTY

SE ¼ OF THE NE ¼ OF SEC. 8 AND THE SW ¼ OF THE NW ¼ OF SEC. 9,
T. 2 N., R. 38 E., B.M.

ANNEXATION ORDINANCE No._____



TRACT I

A PARCEL OF LAND LYING IN A PORTION OF THE SOUTHEAST ¼ OF THE NORTHEAST ¼ OF SECTION 8 AND THE SOUTHWEST ¼ OF THE NORTHWEST ¼ OF SECTION 9, TOWNSHIP 2 NORTH, RANGE 38 EAST OF THE BOISE MERIDIAN, BONNEVILLE COUNTY, IDAHO, DESCRIBED AS FOLLOWS:

COMMENCING AT THE QUARTER CORNER COMMON TO SAID SECTIONS 8 AND 9, AND RUNNING THENCE N 00°08'59" E 318.17 FEET ALONG THE SECTION LINE COMMON TO SAID SECTIONS 8 AND 9 TO A POINT ON THE EAST LINE OF QUITCLAIM DEED INSTRUMENT NUMBER 934791, AS RECORDED WITH THE OFFICE OF THE RECORDER FOR BONNEVILLE COUNTY, SAID POINT BEING THE TRUE POINT OF BEGINNING; THENCE N 00°08'59" E 7.37 FEET ALONG SAID EAST LINE TO THE NORTHEASTERLY CORNER OF SAID QUITCLAIM DEED; THENCE S 60°21'04" W 28.81 FEET ALONG A NORTHWESTERLY BOUNDARY OF SAID QUITCLAIM DEED TO THE NORTHWESTERLY CORNER OF SAID QUITCLAIM DEED, SAID CORNER BEING ON THE WESTERLY RIGHT-OF-WAY LINE OF 15TH/ EAST; THENCE N 00°08'59" E 790.23 FEET ALONG SAID WESTERLY RIGHT-OF-WAY LINE OF 15TH/ EAST TO A POINT ON THE PROJECTED SOUTHERLY LINE OF ANDERSEN BUSINESS DEVELOPMENT, DIVISION NO. 1, A COUNTY SUBDIVISION RECORDED WITH THE OFFICE OF THE RECORDER FOR BONNEVILLE COUNTY AS INSTRUMENT NUMBER 1597972; THENCE S 89°51'07" E 413.86 FEET ALONG SAID SOUTH LINE OF SUBDIVISION TO AN ANGLE POINT IN THE BOUNDARY OF SAID SUBDIVISION, SAID POINT BEING A 5/8" IRON ROD WITH PLASTIC CAP AND STAMPED PLS 13933; THENCE S 00°15'31" W 32.18 FEET ALONG A WESTERLY BOUNDARY OF SAID SUBDIVISION TO A POINT MONUMENTED WITH A 5/8" IRON ROD WITH NO CAP; THENCE S 89°44'15" E 209.51 FEET TO A POINT ON THE EAST BOUNDARY LINE OF LOT 2, BLOCK 5 OF SAID SUBDIVISION, SAID POINT BEING A 5/8" IRON ROD WITH NO CAP; THENCE S 00°13'13" W 230.40 FEET ALONG SAID EAST BOUNDARY LINE TO A POINT ON A SOUTHWESTERLY BOUNDARY LINE OF SAID SUBDIVISION, SAID POINT BEING A 5/8" IRON ROD WITH NO CAP; THENCE S 77°05'16" E 225.81 FEET ALONG SAID SOUTHWESTERLY BOUNDARY LINE TO A 5/8" IRON ROD WITH PLASTIC CAP STAMPED PLS 12222; THENCE S 60°09'42" W 316.94 FEET TO A 1/2" IRON ROD WITH PLASTIC CAP STAMPED LS 827, SAID POINT BEING AT THE MOST NORTHERLY CORNER OF WARRANTY DEED INSTRUMENT NUMBER 1731396 AS FILED WITH THE OFFICE OF THE RECORDER FOR BONNEVILLE COUNTY; THENCE S 60°06'56" W 424.99 FEET ALONG SAID WARRANTY DEED TO A 1/2" IRON ROD WITH PLASTIC CAP STAMPED LS 827, SAID POINT BEING AT THE MOST WESTERLY CORNER OF SAID WARRANTY DEED; THENCE S 29°56'43" E 409.13 FEET ALONG THE SOUTHWESTERLY BOUNDARY LINE OF SAID WARRANTY DEED TO A POINT ON A NORTHWESTERLY BOUNDARY LINE OF CITY OF IDAHO FALLS ANNEXATION ORDINANCE NO. 3289; THENCE S 60°05'34" W 80.09 FEET ALONG SAID NORTHWESTERLY BOUNDARY LINE TO A SOUTHEASTERLY CORNER OF SAID ORDINANCE NO. 2983; THENCE N 29°56'49" W 411.34 FEET ALONG THE NORTHEASTERLY BOUNDARY LINE OF SAID ORDINANCE NO. 2983 TO THE MOST NORTHERLY CORNER OF SAID ORDINANCE NO. 2983; THENCE S 60°03'10" W 121.80 FEET ALONG THE NORTHWESTERLY BOUNDARY LINE OF SAID ORDINANCE NO. 2983 TO THE TRUE POINT OF BEGINNING, AND CONTAINING 9.901 ACRES, MORE OR LESS

RECORDED WITH THE OFFICE OF THE RECORDER FOR BONNEVILLE COUNTY AS INSTRUMENT NO.

_____

PROFESSIONAL LAND SURVEYOR REGISTERED KENNETH BALDWIN ROBERTS 9755 STATE OF IDAHO 7/1/24

IDAHO FALLS PUBLIC WORKS

ANNEXATION AREA IN A PORTION OF THE NE ¼ OF SEC. 8 AND NW ¼ OF SECTION 9 T. 2 N., R. 38 E., B.M. BONNEVILLE COUNTY, IDAHO

DWG:			
SCALE: 1" = 150'	PROG. NO. 199-2	PLOT DATE: 2024-07-01	SHEET NO. 1 OF 1

E:\3-ANNEXATION\ANNEXATIONS POST 2020\FIRE STATION ANNEX N 15TH EAST AND YELLOWSTONE\FIRE STATION ANNEX N 15TH EAST AND YELLOWSTONE R1.DWG, 7/1/2024 3:54:23 PM

REASONED STATEMENT OF RELEVANT CRITERIA AND STANDARDS

ANNEXATION OF APPROXIMATELY 9.901 ACRES GENERALLY LOCATED NORTH OF N YELLOWSTONE HWY, EAST OF THE IDAHO CANAL, SOUTH OF PIPER ST, AND WEST OF CESSNA ST.

WHEREAS, the applicant filed an application for annexation on May 24, 2024; and

WHEREAS, this matter came before the Idaho Falls Planning and Zoning Commission during a duly noticed public hearing on July 2, 2024; and

WHEREAS, this matter came before the Idaho Falls City Council during a duly noticed public hearing on August 8, 2024; and

WHEREAS, having reviewed the application, including all exhibits entered and having considered the issues presented:

I. RELEVANT CRITERIA AND STANDARDS

1. The City Council considered the request pursuant to City of Idaho Falls Comprehensive Plan, City of Idaho Falls Zoning Ordinance, City of Idaho Falls Subdivision Ordinance, the Local Land Use Planning Act, and other applicable development regulations.
2. The property is approximately 9.901 acres generally located north of N Yellowstone Hwy, east of the Idaho Canal, south of Piper St, and west of Cessna St.
3. The property is contiguous to City limits along the south property line across southwest property line.
4. This application for annexation is requested by the property owner.
5. City utilities are in the vicinity of this property.
6. The Comprehensive Plan designates this area as Industrial.
7. Idaho Falls Planning and Zoning Commission's vote to recommend approval of the annexation resulted in a tie vote.
8. The proposed annexation is consistent with the policies of the Comprehensive Plan.

II. DECISION

Based on the above Reasoned Statement of Relevant Criteria, the City Council of the City of Idaho Falls approved the annexation as presented.

PASSED BY CITY COUNCIL OF THE CITY OF IDAHO FALLS

THIS _____ DAY OF _____, 2024

_____

Rebecca L. Noah Casper - Mayor

Jacob Beck

From: Barracuda Cloud Archiving Service <mas@barracuda.com>
Sent: Tuesday, June 4, 2024 1:16 PM
To: Michael Kirkham
Subject: Fwd: New lines for Andersen.
Attachments: 0776 Randy Waters-08-29-2022.pdf

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

-----Original Message-----
From: Randy Waters <randy.waters@svn.com>
Sent: Mon, 29 Aug 2022 11:40:42 -0600
To: Pam Alexander <palexander@idahofalls.gov>,
"Duane A. Nelson" <DANelson@idahofalls.gov>
Subject: New lines for Andersen.

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

How does this look? It's matching the numbers I had for acreage.

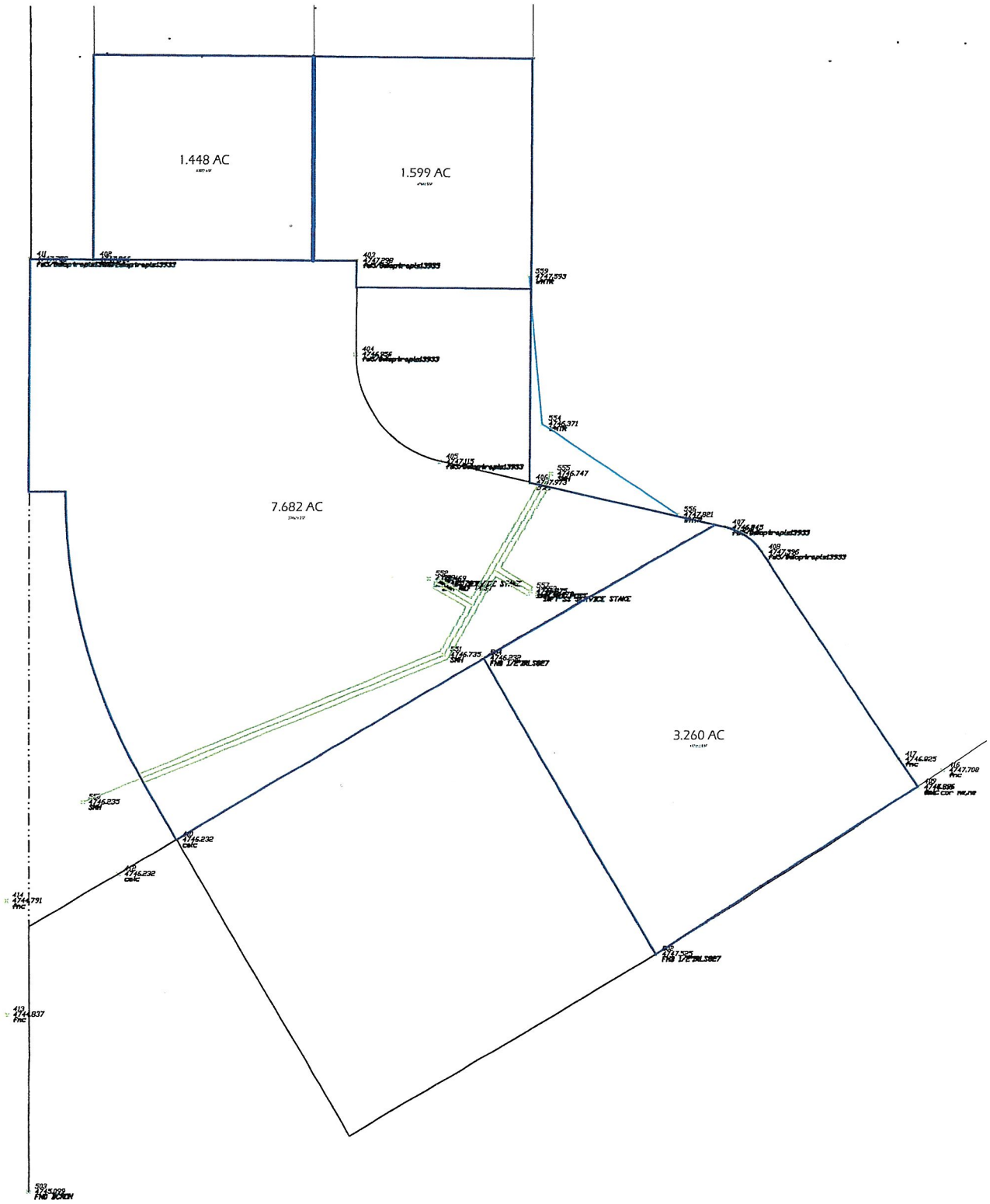
Do you plan to pull city power to the lot. Looking at it, there is no Rocky Mountain power box since this wasn't part of the subdivision. Are you planning to pull city power? If so, it's not an issue.

I'd it looks good I can have the surveyor create the legal description.

-----Original Message-----
From: Randy Waters <randy.waters@svn.com>
Sent: Mon, 29 Aug 2022 11:40:42 -0600
To: Pam Alexander <palexander@idahofalls.gov>,
"Duane A. Nelson" <DANelson@idahofalls.gov>
Subject: New lines for Andersen.

Randy Waters
SVN High Desert Commercial
208-535-8520

www.svnhd.com


1.448 AC
1.599 AC
7.682 AC
3.260 AC

Jacob Beck

From:	Barracuda Cloud Archiving Service <mas@barracuda.com>
Sent:	Tuesday, June 4, 2024 1:16 PM
To:	Michael Kirkham
Subject:	Fwd: Andersen Layout.
Attachments:	0776 Randy Waters-FinalLayout.pdf; CityofIF-Parcel.docx; CityofIF-Lot2Block5 Remainder.docx

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

From: Randy Waters 208-535-8520 <randy.waters@svn.com>
Sent: Tue, 6 Sep 2022 08:27:41 -0600
To: Pam Alexander <palexander@idahofalls.gov>, "Duane A. Nelson" <DANelson@idahofalls.gov>
Subject: Andersen Layout.

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Here you go. The surveyor put the property in two lots and I have asked if they can be merged or if it has to be that way. I discussed with him last week that the city lot was going to be around 7 acres combined but he broke them up.

Well see what he has to say.

Pam, how is your Thursday or Friday looking for you? I will be out of town Friday but trying to line everything up before then.

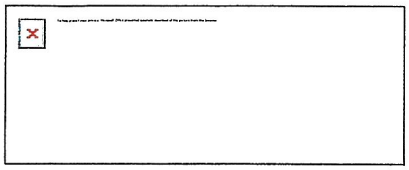
--

Randy Waters | Managing Director

SVN | High Desert Commercial

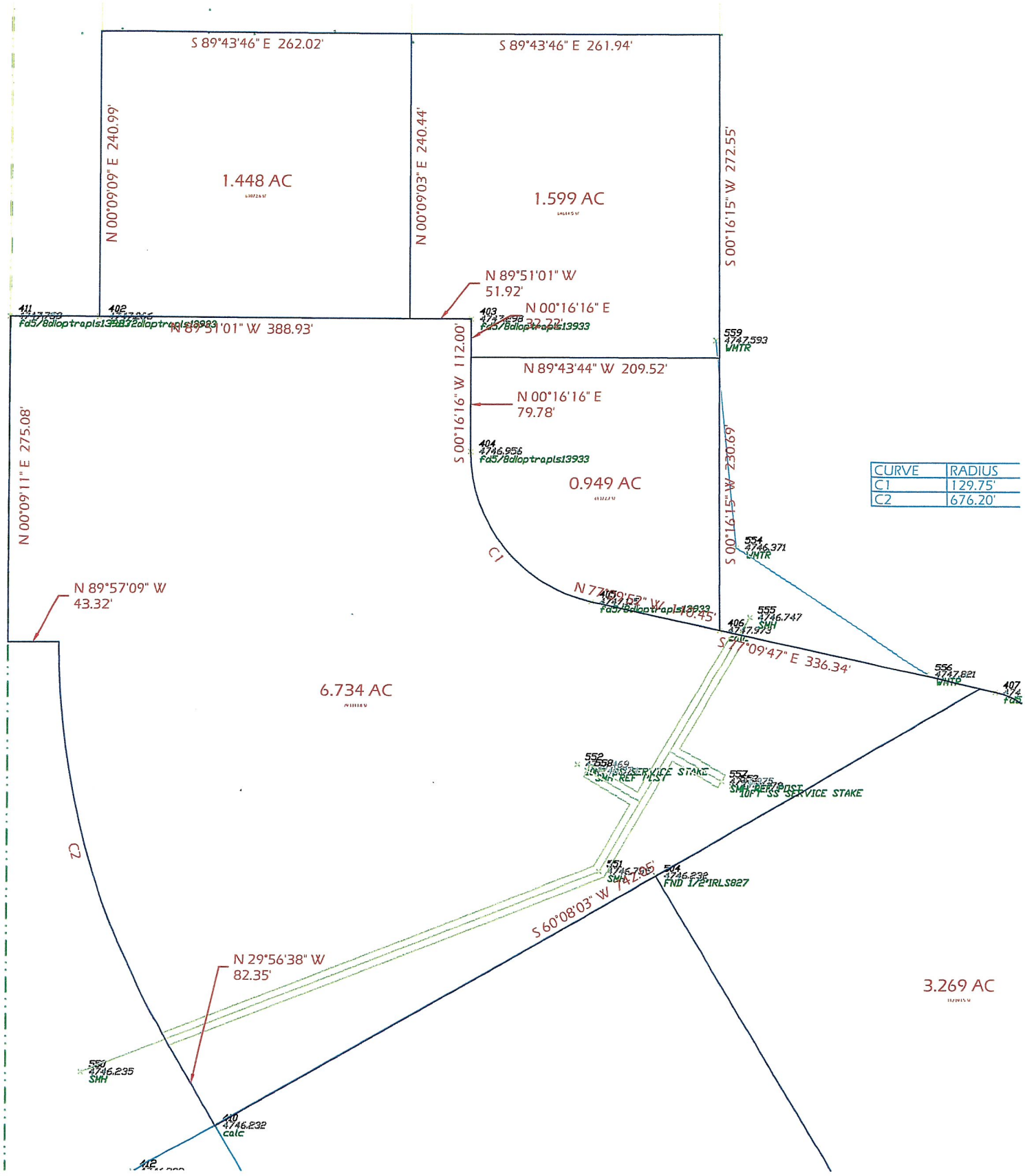
700 South Woodruff | Idaho Falls, ID 83401
Phone 208 535 8520
Randy.waters@svn.com | www.svnhd.com

LinkedIn | Twitter | Facebook



Collective Strength. Accelerated Growth.

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S 89°43'46" E 262.02'
S 89°43'46" E 261.94'
N 00°09'09" E 240.99'
N 00°09'03" E 240.44'
S 00°16'15" W 272.55'
1.448 AC
1.599 AC
N 89°51'01" W
51.92'
N 00°16'16" E
32.22'
N 89°51'01" W 388.93'
N 89°43'44" W 209.52'
S 00°16'16" W 112.00'
N 00°16'16" E
79.78'
N 00°09'11" E 275.08'
S 00°16'15" W 230.69'
0.949 AC
CURVE | RADIUS
C1 | 129.75'
C2 | 676.20'
C1
N 89°57'09" W
43.32'
S 17°09'47" E 336.34'
6.734 AC
C2
S 60°08'03" W
N 29°56'38" W
82.35'
3.269 AC
559
4747.593
WMTR
554
4746.371
UMTR
555
4746.747
SMH
556
4747.821
WMTR
552
SERVICE STAKE
553
10FT SS SERVICE STAKE
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SMH
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FND 1/2"IRLS827
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SMH
410
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calc

"Commit to the Lord what ever you do, and He will establish your plans. Proverbs 16:3

CORNERSTONE GEOMATICS

Andersen Business Development Division No. 1
City of Idaho Falls Parcel (Lot 2 Block 5 Southeast Parcel)

Part of Lot 2 Block 5 of Andersen Business Development Division No. 1 (Instrument No. 1597972)

Part of the NW1/4 of Section 9, Township 2 North, Range 38 East of the Boise Meridian, Bonneville County, Idaho, and more particularly described as:

Commencing at the northwest corner of Section 9 from which the west 1/4 corner of said section bears S 00°09'11" W 2727.39 feet, the basis of bearings for this description;
Thence S 00°09'11" W 1625.86 feet along the west line of said section from the northwest corner thereof to the POINT OF BEGINNING;
Thence along the boundary of Andersen Business Development Division No. 1 (Instrument No. 1597972) the following 4 courses:

1) S 89°51'01" E 388.93 feet;
2) S 00°16'16" W 112.00 feet to the point of curvature of a curve concave to the northeast;
3) Southeasterly 175.75 feet along said curve to point of curve through a central angle of 77°36'26" and having the following curve data: Radius = 129.75 feet, Chord Bearing = S 38°26'46" E and a Chord Distance = 162.62 feet;
4) S 77°09'47" E 336.34 feet;

Thence S 60°08'03" W 742.05 feet to the most westerly corner Warranty Deed Instrument No. 977312 which is coincident with the boundary of Warranty Deed Instrument No. 1574698 and a point on the easterly right-of-way of 15th E (St. Leon Rd.);
Thence along the boundary of Warranty Deed Instrument No. 1574698 the following 4 courses:

1) N 29°56'38" W 82.35 feet to the point of curvature of a curve concave to the northeast;
2) Northwesterly 354.02 feet along said curve through a central angle of 29°59'48" and having the following curve data: Radius = 676.20 feet; Chord Bearing = N 14°56'43" W and Chord Distance = 349.99 feet;
3) N 89°57'09" W 43.32 feet to a point on the west line of Section 9;
4) N 00°09'11" E 275.08 feet along said west line to the POINT OF BEGINNING.

Containing 6.734 acres.

CORNERSTONE GEOMATICS
1592 N. 775 E., Shelley ID, 83274
PHONE: 208-390-8643
www.cornerstonegeomatics.com

"Commit to the Lord what ever you do, and He will establish your plans. Proverbs 16:3

CORNERSTONE GEOMATICS

Andersen Business Development Division No. 1
City of Idaho Falls Parcel (Lot 2 Block 5 Southeast Parcel)

Part of Lot 2 Block 5 of Andersen Business Development Division No. 1 (Instrument No. 1597972) being part of the NW1/4 of Section 9, Township 2 North, Range 38 East of the Boise Meridian, Bonneville County, Idaho, and more particularly described as:

Commencing at the northeast corner of Lot 2 Block 5;
Thence S 00°16'15" W 272.55 feet along the east line of said Lot 2 to the POINT OF BEGINNING;
Thence continuing along the boundary of said Lot 2 the following 4 courses:

1) S 00°16'15" W 230.69 feet to the southeast corner;
2) N 77°09'52" W 110.45 feet to the point of curvature of a curve concave to the northeast;
3) Northwesterly 175.75 feet along said curve to point of curve through a central angle of 77°36'26" and having the following curve data: Radius = 129.75 feet, Chord Bearing = N 38°26'46" W and a Chord Distance = 162.62 feet;
4) N 00°16'16" E 79.78 feet;

Thence leaving said boundary S 89°43'44" E 209.52 feet to the POINT OF BEGINNING.

Containing 0.949 acres.

CORNERSTONE GEOMATICS
1592 N. 775 E., Shelley ID, 83274
PHONE: 208-390-8643
www.cornerstonegeomatics.com

Instrument # 1732278
Bonneville County, Idaho Falls, Idaho
09/09/2022 03:32:59 PM No. of Pages: 3
Recorded for: TITLEONE - TWIN FALLS
Penny Manning Fee: $15.00
Ex-Officio Recorder Deputy Rupchurch
Index to: DEED, WARRANTY

Unofficial Document

TitleOne
a title & escrow co.

Order Number: 22451329

Warranty Deed

For value received,

Andersen Holdings LLC, an Idaho Limited Liability Company, and Bryce Andersen, a married man as his sole and separate property Parcel 1

Andersen Holdings LLC, an Idaho Limited Liability Company Parcel 2

the grantor, does hereby grant, bargain, sell, and convey unto

City of Idaho Falls

whose current address is 308 Constitution Way Idaho Falls, ID 83402

the grantee, the following described premises, in Bonneville County, Idaho, to wit:

See Exhibit A, attached hereto and incorporated herein.

To have and to hold the said premises, with their appurtenances unto the said Grantee, its heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that Grantor is the owner in fee simple of said premises; that they are free from all encumbrances except those to which this conveyance is expressly made subject and those made, suffered or done by the Grantee; and subject to all existing patent reservations, easements, right(s) of way, protective covenants, zoning ordinances, and applicable building codes, laws and regulations, general taxes and assessments, including irrigation and utility assessments (if any) for the current year, which are not due and payable, and that Grantor will warrant and defend the same from all lawful claims whatsoever. Whenever the context so requires, the singular number includes the plural.

Dated: September 8, 2022

Andersen Holdings LLC, an Idaho Limited Liability Company

By: _____
Ryan Andersen, Member / Manager

_____
Bryce Andersen

_____
McKenzie Andersen, spouse of Bryce Andersen

State of Idaho, County of Bonneville, ss.

On this 9th day of Sept. 2022, before me, the undersigned, a Notary Public in and for said State, personally appeared Ryan Andersen, known or identified to me to be a manager/member of the limited liability company that executed the within instrument and acknowledged to me that he executed the same for and on behalf of said limited liability company and that such limited liability company executed it.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

_____
Notary Public
Residing In: Iona, ID
My Commission Expires: 02/22/2025

MATTIE DAVIE
COMMISSION #20190362
NOTARY PUBLIC
STATE OF IDAHO
MY COMMISSION EXPIRES 02/22/2025

State of Idaho , County of Bonneville, ss.

On this 9th of Sept. 2022, before me, the undersigned, a notary public personally appeared, Bryce Andersen and McKenzie Andersen, known to me or proven to me on the basis of satisfactory evidence to be the person (s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that _he_ executed the same.

_____
Notary Public
My Commission Expires: 02/22/2025

MATTIE DAVIE
COMMISSION #20190362
NOTARY PUBLIC
STATE OF IDAHO
MY COMMISSION EXPIRES 02/22/2025

Unofficial Document

EXHIBIT A
LEGAL DESCRIPTION OF THE PREMISES

PARCEL 1

Part of the NW1/4 of Section 9, Township 2 North, Range 38 East of the Boise Meridian, Bonneville County, Idaho, and more particularly described as:

Commencing at the northwest corner of Section 9 from which the west 1/4 corner of said section bears S 00°09'11" W 2727.39 feet, the basis of bearings for this description;
Thence S 00°09'11" W 1625.86 feet along the west line of said section from the northwest corner thereof to the POINT OF BEGINNING;
Thence along the boundary of Andersen Business Development Division No. 1 (Instrument No. 1597972) the following 4 courses:

1) S 89°51'01" E 388.93 feet;
2) S 00°16'16" W 112.00 feet to the point of curvature of a curve concave to the northeast;
3) Southeasterly 175.75 feet along said curve to point of curve through a central angle of 77°36'26" and having the following curve data: Radius = 129.75 feet, Chord Bearing = S 38°26'46" E and a Chord Distance = 162.62 feet;
4) S 77°09'47" E 336.34 feet;

Thence S 60°08'03" W 742.05 feet to the most westerly corner Warranty Deed Instrument No. 977312 which is coincident with the boundary of Warranty Deed Instrument No. 1574698 and a point on the easterly right-of-way of 15th E (St. Leon Rd.);
Thence along the boundary of Warranty Deed Instrument No. 1574698 the following 4 courses:

1) N 29°56'38" W 82.35 feet to the point of curvature of a curve concave to the northeast;
2) Northwesterly 354.02 feet along said curve through a central angle of 29°59'48" and having the following curve data: Radius = 676.20 feet; Chord Bearing = N 14°56'43" W and Chord Distance = 349.99 feet;
3) N 89°57'09" W 43.32 feet to a point on the west line of Section 9;
4) N 00°09'11" E 275.08 feet along said west line to the POINT OF BEGINNING.

PARCEL 2

Part of Lot 2 Block 5 of Andersen Business Development Division No. 1 (Instrument No. 1597972) being part of the NW1/4 of Section 9, Township 2 North, Range 38 East of the
Boise Meridian, Bonneville County, Idaho, and more particularly described as:

Commencing at the northeast corner of Lot 2 Block 5;
Thence S 00°16'15" W 272.55 feet along the east line of said Lot 2 to the POINT OF BEGINNING;
Thence continuing along the boundary of said Lot 2 the following 4 courses:

1) S 00°16'15" W 230.69 feet to the southeast corner;
2) N 77°09'52" W 110.45 feet to the point of curvature of a curve concave to the northeast;
3) Northwesterly 175.75 feet along said curve to point of curve through a central angle of 77°36'26" and having the following curve data: Radius = 129.75 feet, Chord Bearing = N 38°26'46" W and a Chord Distance = 162.62 feet;
4) N 00°16'16" E 79.78 feet;

Thence leaving said boundary S 89°43'44" E 209.52 feet to the POINT OF BEGINNING.

Unofficial Document

Memorandum

File #: 24-297 **City Council Meeting**

FROM: Wade Sanner, Director
DATE: Wednesday, July 31, 2024
DEPARTMENT: Community Development Services

Subject
Legislative Public Hearing-Part 2 of 2 of the Annexation and Initial Zoning of I&M, Industrial and Manufacturing, Initial Zoning Ordinance and Reasoned Statement of Relevant Criteria and Standards for approximately 9.901 acres, Part of the SE ¼ of the NE ¼ of Section 8 and the SW ¼ of the NW ¼ of Section 9, Township 2 North, Range 38 East.

Council Action Desired
☒ Ordinance ☐ Resolution ☒ Public Hearing
☐ Other Action (Approval, Authorization, Ratification, etc.)
1. Approve the Ordinance establishing the initial zoning for I&M, Industrial and Manufacturing as shown in the Ordinance exhibits under a suspension of the rules requiring three complete and separate readings; and request that it be read by title and published by summary; that the City limits documents be amended to include the area annexed herewith; and that the City Planner be instructed to reflect said annexation, amendment to the Comprehensive Plan, and initial zoning on the Comprehensive Plan and Zoning Maps located in the Planning office (or consider the Ordinance on the first reading and that it be read by title, reject the Ordinance, or take other action deemed appropriate).

2. Approve the Reasoned Statement of Relevant Criteria and Standards for the initial zoning of I&M, Industrial and Manufacturing and give authorization for the Mayor to execute the necessary documents (or take other action deemed appropriate).

Description, Background Information & Purpose
Attached is part 2 of 2 of the application for Annexation and Initial Zoning of I&M, Industrial and Manufacturing which includes the Initial Zoning Ordinance and Reasoned Statement of Relevant Criteria and Standards for approximately 9.901 acres, Part of the SE ¼ of the NE ¼ of Section 8 and the SW ¼ of the NW ¼ of Section 9, Township 2 North, Range 38 East. The Planning and Zoning Commission considered this item at its July 2, 2024, meeting and voted to recommended approval of the annexation with initial zoning of I&M with a vote of 3-3.

Alignment with City & Department Planning Objectives



☐ ☒ ☒ ☐ ☒ ☐ ☐ ☐

Consideration of initial zoning must be consistent with the principles of the Comprehensive Plan which includes many

policies and goals related to Good Governance, Growth, Sustainability, and Livable Communities.

Interdepartmental Coordination
N/A

Fiscal Impact
N/A

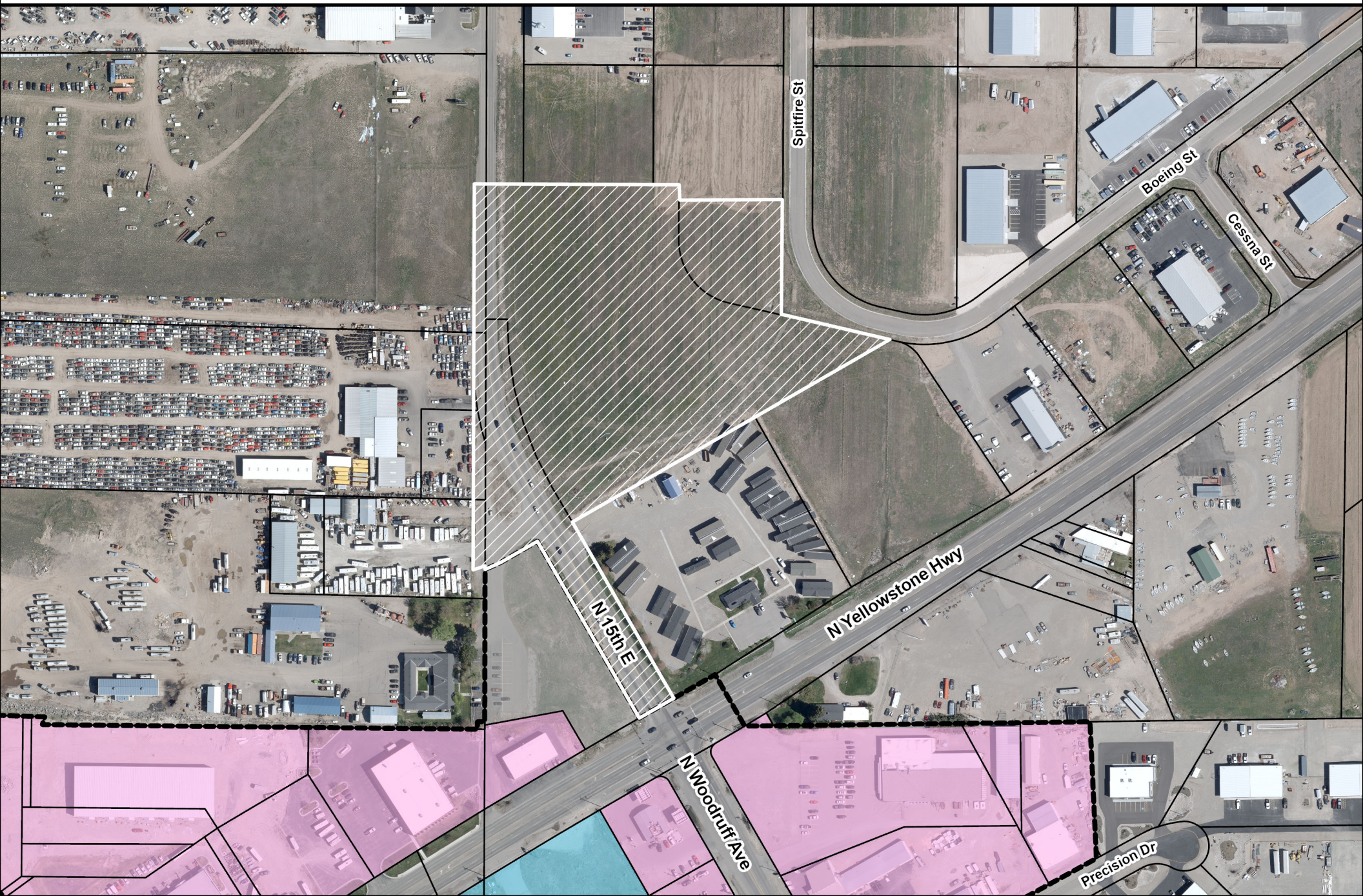
Legal Review
These proposed actions have been reviewed by the Legal Department and found to be compliant with applicable State statute.

Zoning

ANX24-006 Initial Zoning I&M

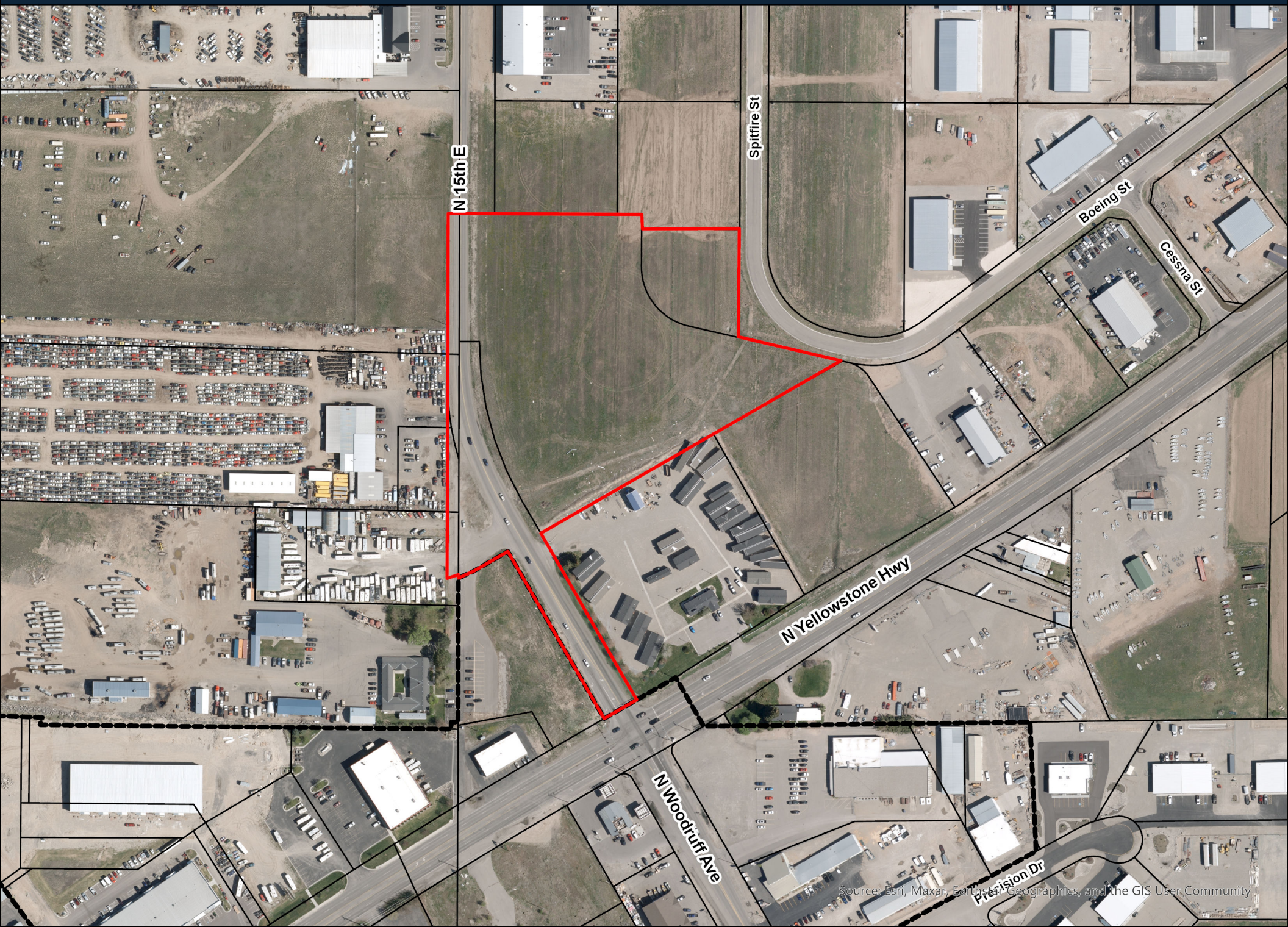
RE R1 TN R3 PB LC R&D I&M

RP R2 RMH R3A CC HC LM P



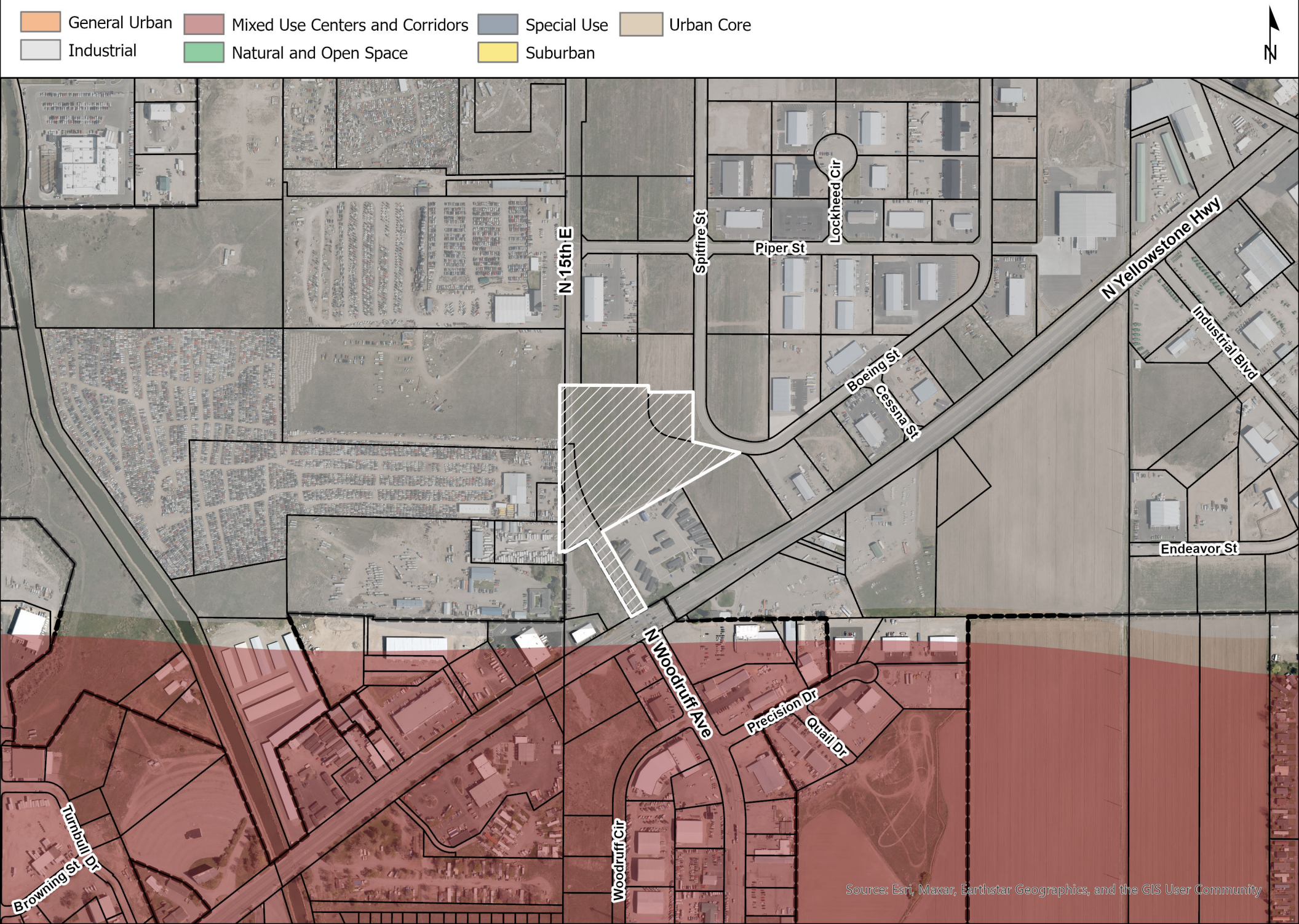
Aerial

PLT24-021 Park Place Amended Preliminary



Comprehensive Plan

ANX24-006 Initial Zoning I&M



11-2-5: ALLOWED USES IN INDUSTRIAL AND SPECIAL PURPOSE ZONES.

Table 11-2-3: Allowed Uses in Industrial Zones

P = permitted use. C1 = administrative conditional use. C2 = Board of Adjustment conditional use. C3 = City Council conditional use. A blank denotes a use that is not allowed in that zone.

*Indicates uses that are subject to specific land use provisions set forth in the Standards for Allowed Land Uses Section of this Chapter.

	Industrial		Special Purpose	
Proposed Land Use Classification	**LM**	**I&M**	**R&D**	**P**
Accessory Use	P	P	P	
Accessory Use, Fuel Station*	P	P	P	
Accessory Use, Storage Yard*	P	P	P	
Airport	P			
Agriculture*	C_2	P		C_2
Agriculture Tourism	C_2	P		C_2
Amusement Center	P	P		
Amusement Center, Indoor Shooting Range*	P	P		
Amusement Center, Outdoor*	P	P		C_2
Adult Business*		P		
Animal Care Clinic*	P	P		
Animal Care Facility*	P	P		
Artist Studio	P	P		
Auction, Livestock		C_2		
Building Contractor Shop	P	P		
Building Material, Garden and Equipment	P	P		
Cemetery*				C_2
Club*	P	P		
Communication Facility	P	P	P	
Correctional Facility or Jail	C_2	P		
Day Care Center*	P	P	P	
Drinking Establishment	P	P		
Drive-through Establishment*	P	P		
Dwelling, Accessory Unit*	P	P		
Eating Establishment	P	P		
Dwelling, Multi-Unit*			P	
Eating Establishment, Limited	P	P	P	
Equipment Sales, Rental and Service	P	P		
Financial Institution	P	P	P	
Food Processing, Small Scale Processing With or Without Sales	P	P		
Food Products, Processing, With or Without Retail Sales		P		
Food Store	P	P		

Proposed Land Use Classification	LM	I&M	R&D	P
Fuel Station, Super	P	P		
Health Care and Social Services			P	
Higher Education Facilities	P		P	
Hospital*	C_2	C_2	C_2	
Industry, Craftsman	P	P		
Industry, Heavy		P		
Industry, Light	P	P		
Information Technology	P	P	P	
Laundry and Dry Cleaning	P	P		
Lodging Facility	P		C_2	
Medical Support Facilities	P		P	
Parking Facility	P	P	P	
Park and Recreation Facility*				P
Pawn Shop	P	P		
Personnel Service	P	P		
Professional Service	P	P	P	
Public Service Facility*	P	P	C_2	C_2
Public Service Facility, Limited	P	P	P	P
Public Service Use	P	P	P	P
Railroad Freight Terminal and Station		P		
Recreational Vehicle Park*				C_2
Research and Development Business	P	P	P	
Retail	P	P		
Storage Facility, Indoor	P	P		
Storage Facility, Outdoor	P	P		
Storage Yard*	P	P		
Terminal Yard, Trucking and Bus		P		
Transit Station	P	P	P	
Vehicle Body Shop	P	P		
Vehicle Sales, Rentals and Service	P	P		
Vehicle Washing Facility	P	P		
Warehouse	P	P		
Warehouse, Wholesale With Flammable Materials	P	P		

(Ord. 3218, 9-13-18) (Ord. 3233, 12-20-18) (Ord. 3451, 3-31-22) (Ord. 3496. 12-8-22)

ORDINANCE NO._____

AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO; PROVIDING FOR THE INITIAL ZONING OF APPROXIMATELY 9.901 ACRES DESCRIBED IN EXHIBIT A OF THIS ORDINANCE AS I&M, INDUSTRIAL AND MANUFACTURING ZONE; AND PROVIDING SEVERABILITY, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE.

WHEREAS, the proposed initial zoning district of lands described in Exhibit A is I&M Zone for such annexed lands is consistent with the current City of Idaho Falls Comprehensive Plan Land use designation "Industrial"; and

WHEREAS, the proposed zoning district is consistent and compatible with the existing and surrounding zoning districts and is consistent with principles of the City of Idaho Falls Comprehensive Plan; and

WHEREAS, for consistency with the Comprehensive Plan, the Council desires to designate the lands within the area of annexation as "Industrial"; and

WHEREAS, Idaho Falls Planning and Zoning Commission held a duly noticed public hearing on July 2, 2024, and their vote to recommend approval of zoning the subject property to I&M Zone resulted in a tie vote; and

WHEREAS, the Council conducted a duly noticed public hearing and passed a motion to approve this zoning on August 8, 2024.

NOW THEREFORE, BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF IDAHO FALLS, IDAHO, AS FOLLOWS:

SECTION 1: Comprehensive Plan Designation. The area described in Exhibit A are hereby given a Comprehensive Plan designation of Industrial.

SECTION 2: Legal Description. The lands described in Exhibit A are hereby zoned as I&M Zone.

SECTION 3. Zoning. The property described in Section 1 of this Ordinance be and the same hereby is zoned "I&M Zone" and the City Planner is hereby ordered to make the necessary amendments to the official maps of the City of Idaho Falls which are on file at the City Planning Department Offices, 680 Park Avenue.

SECTION 4. Savings and Severability Clause. The provisions and parts of this Ordinance are intended to be severable. If any section, sentence, clause or phrase of this Ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence,

clause or phrase of this Ordinance.

SECTION 5. Publication. This Ordinance, or a summary thereof in compliance with Idaho Code, shall be published once in the official newspaper of the City, and shall take effect immediately upon its passage, approval, and publication.

SECTION 6. Effective Date. This Ordinance shall be in full force and effect from and after its passage, approval and publication.

PASSED by the City Council and APPROVED by the Mayor of the City of Idaho Falls, Idaho, this_____day of_____, 2024.

CITY OF IDAHO FALLS, IDAHO

_____
Rebecca L. Noah Casper, Mayor

ATTEST:

_____
Corrin Wilde, City Clerk

(SEAL)

STATE OF IDAHO)
) ss:
County of Bonneville)

I, CORRIN WILDE, CITY CLERK OF THE CITY OF IDAHO FALLS, IDAHO, DO HEREBY CERTIFY:

That the above and foregoing is a full, true and correct copy of the Ordinance entitled, "AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO; PROVIDING FOR THE INITIAL ZONING OF APPROXIMATELY 9.901 ACRES DESCRIBED IN EXHIBIT A OF THIS ORDINANCE AS I&M, INDUSTRIAL AND MANUFACTURING ZONE; AND PROVIDING SEVERABILITY, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE."

_____

Corrin Wilde, City Clerk

(SEAL)

EXHIBIT "A"

A parcel of land lying in a portion of the Southeast ¼ of the Northeast ¼ of Section 8 and the Southwest ¼ of the Northwest ¼ of Section 9, Township 2 North, Range 38 East of the Boise Meridian, Bonneville County, Idaho, described as follows:

COMMENCING at the Quarter Corner common to said Sections 8 and 9, and running THENCE N 00°08'59" E 318.17 feet along the section line common to said Sections 8 and 9 to a point on the east line of Quitclaim Deed instrument number 934791, as recorded with the Office of the Recorder for Bonneville County, said point being the **TRUE POINT OF BEGINNING**; THENCE N 00°08'59" E 7.37 feet along said east line to the northeasterly corner of said Quitclaim Deed; THENCE S 60°21'04" W 28.81 feet along a northwesterly boundary of said Quitclaim Deed to the northwesterly corner of said Quitclaim Deed, said corner being on the westerly right-of-way line of 15th East; THENCE N 00°08'59" E 790.23 feet along said westerly right-of-way line of 15th East to a point on the projected southerly line of Andersen Business Development, Division No. 1, a County Subdivision recorded with the Office of the Recorder for Bonneville County as instrument number 1597972; THENCE S 89°51'07" E 413.86 feet along said south line of Subdivision to an angle point in the boundary of said subdivision, said point being a 5/8" iron rod with plastic cap and stamped PLS 13933; THENCE S 00°15'31" W 32.18 feet along a westerly boundary of said Subdivision to a point monumented with a 5/8" iron rod with no cap; THENCE S 89°44'15" E 209.51 feet to a point on the east boundary line of Lot 2, Block 5 of said Subdivision, said point being a 5/8" iron rod with no cap; THENCE S 00°13'13" W 230.40 feet along said east boundary line to a point on a southwesterly boundary line of said Subdivision, said point being a 5/8" iron rod with no cap; THENCE S 77°05'16" E 225.81 feet along said southwesterly boundary line to a 5/8" iron rod with plastic cap stamped PLS 12222; THENCE S 60°09'42" W 316.94 feet to a 1/2" iron rod with plastic cap stamped LS 827, said point being at the most northerly corner of warranty deed instrument number 1731396 as filed with the Office of the Recorder for Bonneville County; THENCE S 60°06'56" W 424.99 feet along said warranty deed to a 1/2" iron rod with plastic cap stamped LS 827, said point being at the most westerly corner of said warranty deed; THENCE S 29°56'43" E 409.13 feet along the southwesterly boundary line of said warranty deed to a point on a northwesterly boundary line of City of Idaho Falls Annexation Ordinance No. 3289; THENCE S 60°05'34" W 80.09 feet along said northwesterly boundary line to a southeasterly corner of said Ordinance No. 2983; THENCE N 29°56'49" W 411.34 feet along the northeasterly boundary line of said Ordinance No. 2983 to the most northerly corner of said Ordinance No. 2983; THENCE S 60°03'10" W 121.80 feet along the northwesterly boundary line of said Ordinance No. 2983 to the **TRUE POINT OF BEGINNING**, and containing 9.901 acres, more or less.

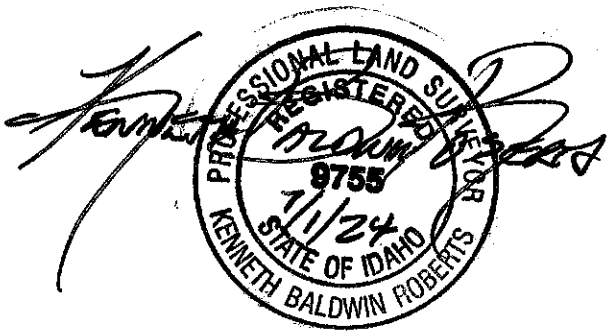


Exhibit "A" Pages: 1 of 1
Total Pages: _____ of _____

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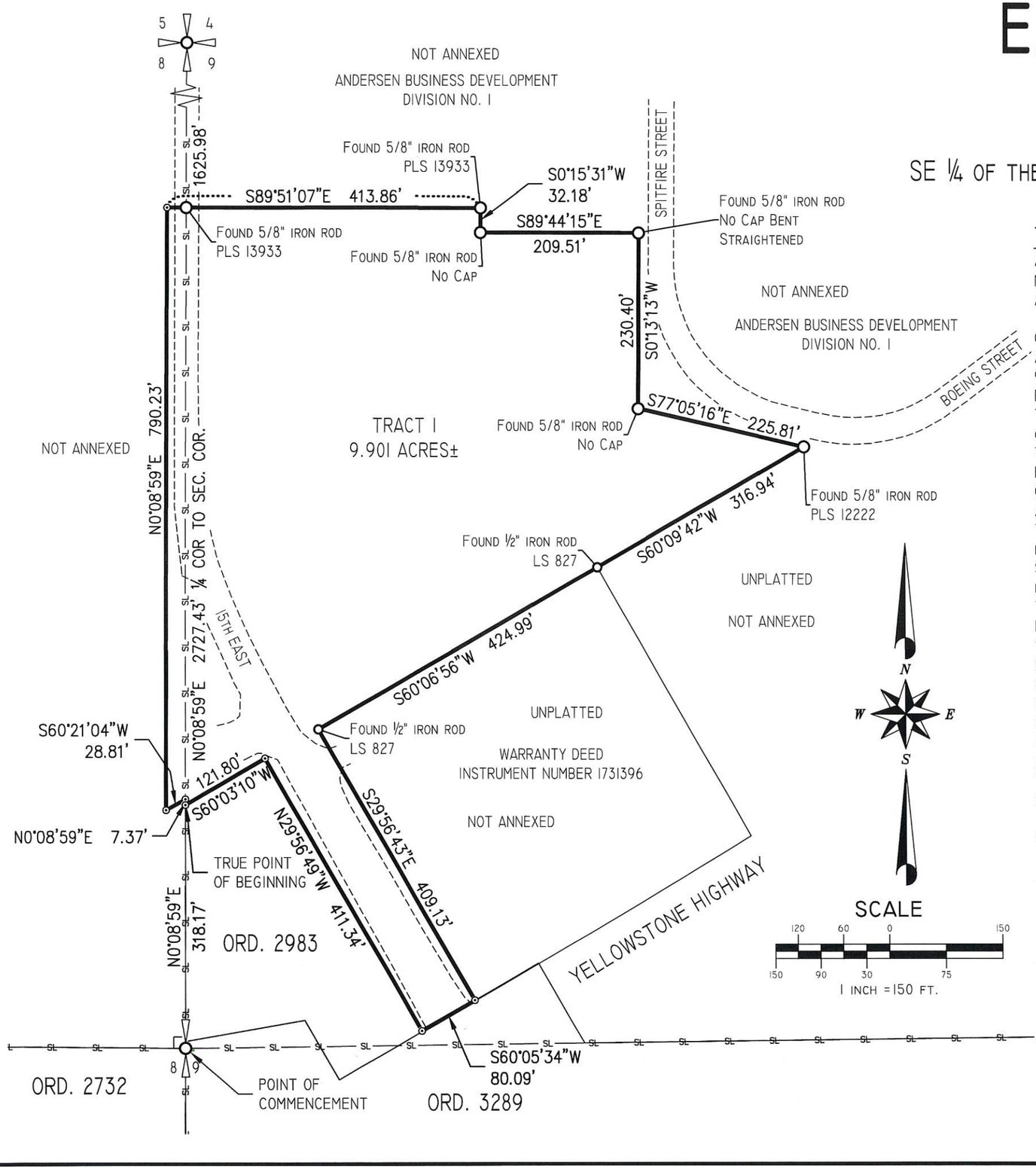
EXHIBIT "A", TRACT I

CITY OF IDAHO FALLS

BONNEVILLE COUNTY

SE ¼ OF THE NE ¼ OF SEC. 8 AND THE SW ¼ OF THE NW ¼ OF SEC. 9,
T. 2 N., R. 38 E., B.M.

ANNEXATION ORDINANCE No._____



TRACT I

A PARCEL OF LAND LYING IN A PORTION OF THE SOUTHEAST ¼ OF THE NORTHEAST ¼ OF SECTION 8 AND THE SOUTHWEST ¼ OF THE NORTHWEST ¼ OF SECTION 9, TOWNSHIP 2 NORTH, RANGE 38 EAST OF THE BOISE MERIDIAN, BONNEVILLE COUNTY, IDAHO, DESCRIBED AS FOLLOWS:

COMMENCING AT THE QUARTER CORNER COMMON TO SAID SECTIONS 8 AND 9, AND RUNNING THENCE N 00°08'59" E 318.17 FEET ALONG THE SECTION LINE COMMON TO SAID SECTIONS 8 AND 9 TO A POINT ON THE EAST LINE OF QUITCLAIM DEED INSTRUMENT NUMBER 934791, AS RECORDED WITH THE OFFICE OF THE RECORDER FOR BONNEVILLE COUNTY, SAID POINT BEING THE TRUE POINT OF BEGINNING; THENCE N 00°08'59" E 7.37 FEET ALONG SAID EAST LINE TO THE NORTHEASTERLY CORNER OF SAID QUITCLAIM DEED; THENCE S 60°21'04" W 28.81 FEET ALONG A NORTHWESTERLY BOUNDARY OF SAID QUITCLAIM DEED TO THE NORTHWESTERLY CORNER OF SAID QUITCLAIM DEED, SAID CORNER BEING ON THE WESTERLY RIGHT-OF-WAY LINE OF 15TH/ EAST; THENCE N 00°08'59" E 790.23 FEET ALONG SAID WESTERLY RIGHT-OF-WAY LINE OF 15TH/ EAST TO A POINT ON THE PROJECTED SOUTHERLY LINE OF ANDERSEN BUSINESS DEVELOPMENT, DIVISION NO. 1, A COUNTY SUBDIVISION RECORDED WITH THE OFFICE OF THE RECORDER FOR BONNEVILLE COUNTY AS INSTRUMENT NUMBER 1597972; THENCE S 89°51'07" E 413.86 FEET ALONG SAID SOUTH LINE OF SUBDIVISION TO AN ANGLE POINT IN THE BOUNDARY OF SAID SUBDIVISION, SAID POINT BEING A 5/8" IRON ROD WITH PLASTIC CAP AND STAMPED PLS 13933; THENCE S 00°15'31" W 32.18 FEET ALONG A WESTERLY BOUNDARY OF SAID SUBDIVISION TO A POINT MONUMENTED WITH A 5/8" IRON ROD WITH NO CAP; THENCE S 89°44'15" E 209.51 FEET TO A POINT ON THE EAST BOUNDARY LINE OF LOT 2, BLOCK 5 OF SAID SUBDIVISION, SAID POINT BEING A 5/8" IRON ROD WITH NO CAP; THENCE S 00°13'13" W 230.40 FEET ALONG SAID EAST BOUNDARY LINE TO A POINT ON A SOUTHWESTERLY BOUNDARY LINE OF SAID SUBDIVISION, SAID POINT BEING A 5/8" IRON ROD WITH NO CAP; THENCE S 77°05'16" E 225.81 FEET ALONG SAID SOUTHWESTERLY BOUNDARY LINE TO A 5/8" IRON ROD WITH PLASTIC CAP STAMPED PLS 12222; THENCE S 60°09'42" W 316.94 FEET TO A 1/2" IRON ROD WITH PLASTIC CAP STAMPED LS 827, SAID POINT BEING AT THE MOST NORTHERLY CORNER OF WARRANTY DEED INSTRUMENT NUMBER 1731396 AS FILED WITH THE OFFICE OF THE RECORDER FOR BONNEVILLE COUNTY; THENCE S 60°06'56" W 424.99 FEET ALONG SAID WARRANTY DEED TO A 1/2" IRON ROD WITH PLASTIC CAP STAMPED LS 827, SAID POINT BEING AT THE MOST WESTERLY CORNER OF SAID WARRANTY DEED; THENCE S 29°56'43" E 409.13 FEET ALONG THE SOUTHWESTERLY BOUNDARY LINE OF SAID WARRANTY DEED TO A POINT ON A NORTHWESTERLY BOUNDARY LINE OF CITY OF IDAHO FALLS ANNEXATION ORDINANCE NO. 3289; THENCE S 60°05'34" W 80.09 FEET ALONG SAID NORTHWESTERLY BOUNDARY LINE TO A SOUTHEASTERLY CORNER OF SAID ORDINANCE NO. 2983; THENCE N 29°56'49" W 411.34 FEET ALONG THE NORTHEASTERLY BOUNDARY LINE OF SAID ORDINANCE NO. 2983 TO THE MOST NORTHERLY CORNER OF SAID ORDINANCE NO. 2983; THENCE S 60°03'10" W 121.80 FEET ALONG THE NORTHWESTERLY BOUNDARY LINE OF SAID ORDINANCE NO. 2983 TO THE TRUE POINT OF BEGINNING, AND CONTAINING 9.901 ACRES, MORE OR LESS

RECORDED WITH THE OFFICE OF THE RECORDER FOR BONNEVILLE COUNTY AS INSTRUMENT NO.

_____

PROFESSIONAL LAND SURVEYOR REGISTERED KENNETH BALDWIN ROBERTS 9755 STATE OF IDAHO 7/1/24

IDAHO FALLS PUBLIC WORKS

ANNEXATION AREA IN A PORTION OF THE NE ¼ OF SEC. 8 AND NW ¼ OF SECTION 9 T. 2 N., R. 38 E., B.M. BONNEVILLE COUNTY, IDAHO

DWG:			
SCALE: 1" = 150'	PROG. NO. 199-2	PLOT DATE: 2024-07-01	SHEET NO. 1 OF 1

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REASONED STATEMENT OF RELEVANT CRITERIA AND STANDARDS

ANNEXATION OF APPROXIMATELY 9.901 ACRES GENERALLY LOCATED NORTH OF N YELLOWSTONE HWY, EAST OF THE IDAHO CANAL, SOUTH OF PIPER ST, AND WEST OF CESSNA ST.

WHEREAS, the applicant filed an application for annexation on May 24, 2024; and

WHEREAS, this matter came before the Idaho Falls Planning and Zoning Commission during a duly noticed public hearing on July 2, 2024; and

WHEREAS, this matter came before the Idaho Falls City Council during a duly noticed public hearing on August 8, 2024; and

WHEREAS, having reviewed the application, including all exhibits entered and having considered the issues presented:

I. RELEVANT CRITERIA AND STANDARDS

1. The City Council considered the request pursuant to City of Idaho Falls Comprehensive Plan, City of Idaho Falls Zoning Ordinance, City of Idaho Falls Subdivision Ordinance, the Local Land Use Planning Act, and other applicable development regulations.
2. The property is approximately 9.901 acres generally located north of N Yellowstone Hwy, east of the Idaho Canal, south of Piper St, and west of Cessna St.
3. The Comprehensive Plan designates this area as Industrial.
4. The proposed I&M Zone is consistent with the policies of the Comprehensive Plan and existing zoning and land uses in the area.
5. Idaho Falls Planning and Zoning Commission's vote to recommend approval of the I&M Zone resulted in a tie vote.

II. DECISION

Based on the above Reasoned Statement of Relevant Criteria, the City Council of the City of Idaho Falls approved the initial zoning as presented.

PASSED BY CITY COUNCIL OF THE CITY OF IDAHO FALLS

THIS _____ DAY OF _____, 2024

_____

Rebecca L. Noah Casper - Mayor

Memorandum

File #: 24-298 **City Council Meeting**

FROM: Wade Sanner, Director
DATE: Wednesday, July 31, 2024
DEPARTMENT: Community Development Services

Subject
Public Meeting-Appeal of the Conditional Use Permit and Reasoned Statement of Relevant Criteria and Standards for U-Pick Red Barn approved by the Board of Adjustment.

Council Action Desired
☐ Ordinance ☐ Resolution ☐ Public Hearing

☒ Other Action (Approval, Authorization, Ratification, etc.)
To conduct an appeal of a Board of Adjustment decision and 1) Sustain the Decision of the Board in whole or in part; 2) Reverse the Decision of the Board in whole or in part; 3) Remand the Decision in whole or in part (or take other action deemed appropriate).

Description, Background Information & Purpose
The appellant sought a conditional use permit for Agriculture Tourism in the LM, light manufacturing, and Heavy Commercial Zone with variances from the required minimum. A chronology of events regarding the variances sought and subsequent request for reconsideration and appeal application are attached along with the records from the 23 May and 27 June Board of Adjustment Meetings during which the request was considered.

Alignment with City & Department Planning Objectives



☐ ☒ ☒ ☐ ☐ ☒ ☐ ☐

An appeals process, as facilitated by the Comprehensive Zoning Ordinance, supports the City's Good Governance goals related to ensuring citizen due process rights.

Interdepartmental Coordination
NA

Fiscal Impact
NA

Legal Review

The appeal process has been reviewed and verified by the Legal Department for compliance with applicable law.

Planning Division
Office (208) 612-8276
Fax (208) 612-8520

Building Division
Office (208) 612-8270
Fax (208) 612-8520

IDAHO FALLS

Application for Appeal

Filing Fee: $150.00

Appellant Information		
Contact Name: Rollie Walker		Phone: 208-243-0725
Address: 1070 Riverwalk Dr. Ste. 200		Fax:
City: Idaho Falls	State: Id.	Zip: 83402
Email: rolliewalk@gmail.com / ashindur@outlook.com		

Subject of Appeal	
Legal Description: 2726 Rollandet	Project Number: CUP 24-009
Decision by (Board, Commission, Zoning Administrator): board	
Decision being appealed: conditions on landscape requirements not included in granted variances	
Justification/Reason for appeal: Reversal of decision by Board of Adjustment for landscape buffers on North, East & West property borders as there is not room.	

Appeal of a Decision of the Zoning Administrator

10-3-6(H)(1)(a) of the Comprehensive Zoning Ordinance
Alleged Error. The Board of Adjustment shall hear and decide appeals wherein it is alleged there is error in any order, requirement, decision, or determination made by the Zoning Administrator in the enforcement of this Zoning Code and shall have appellate jurisdiction over all decisions and rulings of the Zoning Administrator. The Board shall decide questions involving interpretation and determination of Zone boundary lines.

Appeal a decision of the Board of Adjustment

10-3-6(H)(4)(e) of the Comprehensive Zoning Ordinance
Recourse from Decision. The Board shall send written notice of its decision to the appellant and to all protestants whose names appear on the record of the Board within five (5) days from the date of the decision. The written notice shall provide that any appeals to the Council must be filed within fifteen (15) days from the date of such notice.

1. Board of Adjustment. The Board of Adjustment shall be final unless a written appeal is made to the Council within fifteen (15) days of approval of the written decision. A written request for appeal shall be filed with the Zoning Administrator together with a fee set by resolution of Council. Such request shall set forth specifically where the Board erred in its decision. Upon receipt of an appeal, the Zoning Administrator shall forward to the Council the record of the Board of Adjustment. The concurring vote of a majority of the members of the Council shall be required to reverse any requirement, decision, or condition of the Board of Adjustment.
2. City Council. Any person aggrieved by a decision of the Council may seek recourse as provided in Idaho Code Section 67-6521, as amended.

Appeal of a Decision of the Planning Commission Regarding a Preliminary Plat

10-1-8(B)(6) of the Subdivision Ordinance
Any aggrieved person whose preliminary plat has been denied by the Planning & Zoning Commission may petition the Council for a hearing. Such petition shall be submitted to the Community Development Services Department within fourteen (14) days from the Planning & Zoning Commission's written decision.

Appeal a Decision Regarding a Final Plat

10-1-13(C) of the Subdivision Ordinance
Appeals. Any applicant denied a permit of aggrieved by a decision, may, within sixty (60) days after all remedies have been exhausted under this Chapter, seek judicial review pursuant to the procedures set forth in Idaho Code.

Statement of Intent

I hereby appeal from the above described decision 25th day of July, 24.

Fees

Application Filing Fee(s): Due at time application is submitted
Application Fee: $150.00

Signature of Appellant(s)

	Date: 7/29/24
	Date:

Board of Adjustment Appeals:
A Guide for Decision-Makers

The Comprehensive Zoning Ordinance allows for Appeals of Board of Adjustment decisions.

> Section 11-6-4 (C) Decisions of the Board of Adjustment and Planning and Zoning Commission shall be final unless a written appeal is made to the City Council within fourteen (14) days of the date of the written notice of decision.

Description and Background Information:

Mr. Walker submitted a timely appeal application on July 31, 2024. On May 23, 2024, during the regular Board of Adjustment meeting the Board unanimously voted to table the Conditional Use Permit requesting the following information:

a) Resolve the sign violation by moving the sign outside of the City right-of-way on Rollandet and show the location on the site plan.
b) Explain how the illegal lot split will be resolved prior to any improvements on the property.
c) Submit an accurate site plan showing the location, dimensions and height of current and future buildings and current and future amusement structures.
d) Submit a site plan that delineates parking with dimensions, drive aisles with dimensions and an accurate number of onsite parking. Explain how parking will be delineated on site.
e) Submit a site plan with the requested variances and what can be provided in an attempt to meet zoning standards as much as possible and explain why the full standards of zoning requirements could not be met.
f) Show proposed landscaping along both public streets on the site plan.
g) Show proposed landscaping buffer from residential uses on the site plan, with the exception of the home that is on site.
h) Explain how the fire lane will be identified on site and a plan to keep the fire lane clear at all times.
i) Submit an executed parking lease with accurate parking calculations for the maximum amount of time the Zoo is willing to lease the property.
j) Submit a parking agreement with accurate parking calculations with the property owner, Mr. Burns on the west side of McNeil Drive.
k) The Board of Adjustment could not determine if the Conditional Use conforms to the requirements of the Comprehensive Zoning Codes as well as the Comprehensive Plan due to lack of information on the application, in presentation, and on the site plan.

Variances Granted:

On June 27, 2024, during the regular Board of Adjustment meeting the Board unanimously voted to approve the Conditional Use Permit with the following three variances:

a) Remove requirement for the landscape buffer between the house addressed at 2724 Rollandet Avenue and the U-Pick Red Barn commercial operations.

b) Allow on street parking along McNeil Drive to be counted toward parking requirements only if the adjacent property is undeveloped. Parking adjacent to an undeveloped property shall no longer be counted once a building permit has been issued for the development of that property.
c) Offsite parking lots are permitted to be unimproved surfaces and be delineated as described by the applicant, with hay bales and temporary striping.

Conditions Imposed:

In addition, the BOA approved the Conditional Use Permit with the following conditions:

a) Resolve the outstanding sign violation by immediately moving the sign outside of the City right-of-way.
b) Identify parking on the required site plan, including all on-site and off-site parking, showing 9'x20' parking stall dimensions, as well as dimensions of all drive aisles.
c) Meet all landscape requirements not included in the granted variances.
d) Submit executed parking agreements, including the number and dimensions of available parking stalls and proof of payment for off-premises parking prior to opening to the public.
e) Sign and clearly mark the fire access road through the property and keep it clear at all times.
f) Obtain site plan approval showing an accurate depiction of the site prior to opening to the public.
g) Obtain all required building permits, inspections, and final sign offs for all structures requiring a permit prior to opening to the public.
h) Obtain other necessary permits through the Fire Department and Public Works prior to opening to the public.
i) Fireworks are allowed only during the normal six-week period in which U-Pick Red Barn is in operation and is limited to one firework display show per season with required permitting.
j) U-Pick Red Barn operations are limited to six consecutive weeks during the months of September and October.

Requirements for Decision-Making Procedures:

The Comprehensive Zoning Ordinance section 11-6-4(F) The Council shall review the appeal on the written record generated and/or preserved by the Board of Adjustment. Decisions made regarding appeals herein should be founded upon sound reason and practical application of recognized principles of law.

When considering the merits of an appeal, no additional public testimony or information shall be taken or considered by the Council.
After considering the record and the reasons for the appeal, the Council shall take one or more of the following actions:

(a) Sustain the Decision. Sustain the decision of the Board in whole or in part.

(b) Reverse the Decision. Reverse the decision of the Board in whole or in part.
(c) Remand the Decision.
    (i) Remand the matter in whole or in part to the Board with comments and/or instructions for further consideration by the Board or for remand by the Board to the Zoning Administrator in order to gather more information on the matter. The Council shall remand the appeal in whole or in part for gathering of additional material information and a subsequent decision only where it is shown by a preponderance of the evidence that there is:
        a. New material information not available or readily discoverable at the time of the Zoning Administrator's decision; and
        b. It is in the public interest to develop such additional material information on the matter.
    (ii) Procedures and guidelines for an appeal in addition to that contained herein may be established from time to time by resolution of the Council.

STAFF REPORT

CONDITIONAL USE PERMIT FOR AGRICULTURE TOURISM IN THE LM, LIGHT MANUFACTURING AND HEAVY COMMERCIAL ZONE

MAY 23, 2024

IDAHO FALLS

Community Development Services

Applicant: Rollie Walker

Location: 2724 S Rollandet Avenue Generally, north Sunnyside Road, east of McNeil Drive, south of 25th Street, west of Rollandet Avenue.

Size: Approximately 3.24 acres.

Existing Zoning: LM, Light Manufacturing and Heavy Commercial

Future Land Use Map: Industrial

Attachments:

1. CUP Standards
2. Site Plan
3. Maps and Aerial Photos
4. Correspondents regarding violations
5. Historic Photos

Requested Action: To approve a Conditional Use Permit in the LM, Light Manufacturing and Heavy Industrial Zone with requested variances from the required minimum development standards laid out in the Zoning Code, with or without conditions.

Possible Board Actions:

- To **approve** the CUP with conditions to minimize adverse impacts to the surrounding area, adjacent properties, preserve the harmony of the Zone and avoid conflict with the general characteristics of the area.
- To **table** a decision to a date certain so the applicant can provide additional information, data, studies, or comments necessary to address unresolved off-site impacts and determine compliance with minimum development standards and as requested from the Board.
- To **deny** the application due to unresolved off-site impacts and the lack of code compliance based on the requested variances that will have an adverse impact on the surrounding area, adjacent properties including the harmony of the Zone and general characteristics of the area.

History: The west half of the property is the result of a Category "A" (requested by the property owner) annexation in 2003 with an initial zoning of I&M and platted in 2003 as part of the McNeil Business Park Subdivision, Division 4. The east half of this property was annexed in 2019. This was a Category "B" annexation. The annexation was initiated by the City and was part of an effort to annex properties that were receiving city services. The initial zone was LC, Limited Commercial, to accommodate the existing residential home and the future development of the property. The continued farming of the pumpkin patch would have been a legal nonconforming use as the property came into the city. Staff is unaware of any approvals for operation of the U-Pick Red Barn from Bonneville County prior to the property being annexed into the City. Historic aerials of the area show an agricultural use of the property through 2016. There do not appear to be any legal non-conforming uses, beyond the farming of the pumpkin patch, on this property that were established legally prior to annexation in the City in 2019. A site plan was approved in May 2022 that included the addition of a silo, bathrooms, and kitchen north of the barn. The applicant has continued to expand the operation. The expansion of the use to the east half of the property was not in compliance with the LC zone. The LC zone allows for indoor amusement centers only and no agriculture tourism or outdoor amusement, as noted in the August 2023 letters from CDS. Earlier this year, the property was rezoned from LC to LM, excluding the residence, in order to try to bring the use into compliance and allow for additional expansion and development in the LM Zone under Agriculture Tourism.

Staff Comments:

Use and Operation: A conditional use permit application was submitted on April 8, 2024. The purpose of the conditional use permit is to allow Agriculture Tourism in the LM zone, while setting conditions and granting requested variances, if the applicant can show reasonable cause for not meeting the zoning standards. The applicant is proposing the continuation of the current use for retail of pumpkins and fall sundries, the operation of a limited eating establishment and food trucks, and miscellaneous outdoor amusement activities. The operation is generally between September through October. The applicant would like to maintain the current hours of operation between Monday through Saturday from 8 am to 11 pm. The use also includes candy/pumpkin cannons, fireworks, outdoor music/mic and lighting. The Fire Department is requiring a 26 ft drive aisle from Rollandet Ave. to McNeil Drive. The property owner will be required to dedicate 10 ft of right of way along his property that fronts Rollandet.

Parking: The application states there are 40 parking stalls on the east side of the property and 25 parking stalls on the west side of the property, however the site plan nor the physical site indicate the location or dimensions of the parking stalls. There are 7 parking stalls along McNeil Dr that can be counted toward the required parking stalls. There is a lease between the City and Mr. Walker to use unimproved property at the zoo (corner of Softball Drive and Rollanet Ave.) for parking. This property is not improved, as required by the Zoning Code, and parking spaces are not delineated on the property. The applicant estimates parking for approximately 200 vehicles on the city property. The site is within the 600-foot requirement for parking on a separate parcel, Section 11-4-5(A)3. The lease is renewed from year to year. The Zoning Code states that a parking agreement of a minimum of 5 years is required for shared or offsite parking. The zoo director stated that the parking lease will not be renewed in 2 to 3 years as the zoo will be developing that portion for the property. Staff was unable to obtain a signed copy of the lease or receipt of payments for this year. Temporary parking to the west across McNeil Dr is used on an as needed basis for overflow parking. This parking has also not been improved or delineated. According to the page 93 of the Parking Generation Manual-Institution of Transportation Engineers, under multi-purpose recreational facility, the site will need approximately 195 parking spaces. The manual requires 16 stalls per 1000 square feet of indoor space and 24 stalls per acre. Staff calculated 7,359 square feet of indoor space, which would require 118 stalls and 77 stalls per outdoor space (24 per acre=3.24 acres).

Violations: A site plan is required when there is a change of use or an intensity of use. Since 2020, there have been buildings and outdoor amusement uses added to the property. There have been several violations over the past 4 years, including agriculture tourism or outdoor amusement is not allowed in the LC Zone, hence the zone change to LM. Other violations include the location of a sign in the city right-of-way, an old pick up and other items have also been placed in the right-of-way. The previous site plan was submitted after a stop work order was issued for a grain silo that was constructed and converted into a kitchen. The site plan did not depict where facilities were on site or show parking. There has been a lack of permits for structures, utilities and fireworks. Additionally, there is an illegal lot split that needs to be resolved before additional site plan or building permit approvals can be issued.

Requested Variances: As part of their application the applicant is requesting variances from minimum development standards required by the Zoning Code. The application stated the following requests to reduce the width of the buffer to 15 ft with a 6 ft fence along the north property line, elimination of the landscape buffer around the single dwelling unit on the property as the homeowner does not want to remove the existing fence for visibility reasons.

After reviewing the provided site plan, staff has identified the following deficiencies from the Zoning Code that would need to be varied in order to approve the site plan as provided.

- Landscape Buffer: A 30 ft landscape buffer between single-dwelling units and the LM Zone or a 20 ft landscape buffer with an 8 ft opaque fence, with at least five feet tall evergreen trees spaced at 20-foot intervals.

- Internal Landscaping: The property requires 20% internal landscaped area or 28,227 square feet. The internal landscape area is required to include one tree per 5,000 square feet and 2 shrubs for each tree. The site is required 6 trees and 12 shrubs.
- A 15 ft landscape buffer is required along public streets with street trees at 40 ft centers. This would include 5 trees along McNeil Drive and 3 trees along Rollandet Ave.
- Section 11-4-5(F)(7) requires all accesses, driveways, drive aisles and parking lots to be developed and maintained with asphalt, concrete or other types of hard surface material as approved by the Zoning Administrator and City Engineer. The applicant is asking for a variance to use gravel for onsite parking.
- Allow parking on a separate parcel to be unimproved according to the requirements of Section 11-4-5(F)(7) requiring a hard dustless surface.
- Allow required parking agreement for parking on a separate parcel to be for less than 5 years.

Staff would not recommend approval of the requested landscaping and buffer variances. Landscape and buffer standards were developed specifically to allow commercial uses and residential uses to be in closer proximity together.

Minimum Conditions:

- Resolve the sign violation by moving the sign outside of the city right-of-way.
- Resolve the illegal lot split.
- Identify parking on required site plan with 9 x 20 ft dimensions, drive aisles and width of drive aisles.
- Identify parking stalls on site with tire stops.
- Submit executed parking lease with number of parking spaces and proof of payment for off premise parking.
- Sign and clearly mark fire access road through the property and keep clear at all times.
- Obtain site plan approval showing an accurate depiction of the site prior to opening to the public.
- Obtain all required building permits, inspections and final sign offs prior to opening to the public.
- Obtain other necessary permits through the Fire Department and Public Works prior to opening for the public.

Additional Conditions for Consideration:

- Restrict the hours of operation to resolve noise and lighting impacts.
- Operating with ticket sales or reservations to limit the number of patrons at one time to reduce the amount of traffic issues and parking.
- Prohibit the use of cannons, fireworks, and outdoor music/mic, etc. to reduce noise impacts to surrounding area.

COMPREHENSIVE ZONING ORDINANCE

Conditional Use Permit

11-6-5 (B) Conditional Use Permit.

(1) The City Council, Board of Adjustment or Planning and Zoning Commission shall approve or deny a conditional use permit application and shall issue written Reasoned Statements of Relevant Criteria and Standards and in accordance with Idaho Code.

(2) In the event an application is denied, the City Council, Board of Adjustment or Planning and Zoning Commission may make recommendations to the applicant or set forth conditions under which it would approve the application and the applicant may resubmit their application.

(3) In addition to the conditions specified by the Zoning Code for conditional uses in each particular Zone, the City Council, Board of Adjustment, or Planning and Zoning Commission may impose additional conditions, including, but not limited to:

(a) Minimizing adverse impact on other developments or adjacent properties.

(b) Controlling the sequence and timing of development.

(c) Controlling the duration of development.

(d) Assuring the development is maintained properly.

(e) Designating the exact location and nature of development.

(f) Requiring landscaping of on-site or off-site public facilities or services.

(g) Restricting the hours of operation of any business or other commercial activity conducted on the premises.

(h) Such other conditions as may be necessary to preserve the character and harmony of the zone and avoid conflict with the general characteristics of the area designated in the Comprehensive Plan.

(4) Prior to granting a conditional use permit, the City Council, Planning and Zoning Commission, or Board of Adjustment may require studies of the social, economic, fiscal or environmental effects of the proposed conditional use, and may require the submission of a development plan as set forth in Section 11-3-6B of this Code. (Ord. 3241, 3-14-19)

(5) A conditional use permit is not transferable from one (1) parcel of land to another.

(6) Abandonment of or non-use of a conditional use permit for a period of twelve (12) consecutive months shall terminate said conditional use permit, and any privileges granted shall be null and void.

(7) Failure to comply with the conditions of approval for a conditional use permit shall be cause for termination of the approval and shall be deemed to be a violation of this Code.

From:	Alison Shindurling
To:	Naysha Foster
Subject:	CUP
Date:	Thursday, May 2, 2024 12:51:32 PM

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

PROPERTY AND USE

Use of property is agrotourism for outdoor amusement. Features of property are as follows:

•Retail of Pumpkins and miscellaneous fall sundries

•Food trucks and food prep kitchen

•Miscellaneous outdoor activities

General operation begins but is not limited to the second Saturday in September through October 31st. Hours of operation will remain the same as Tautphaus Park, Monday through Saturday 8am-11pm. Outdoor music will adhere to noise ordinance and outdoor illumination will conclude no later than 11pm Same as Tautphaus Park.

LANDSCAPING

Property is adequately landscaped

•Asking for variance on landscape buffer on North side as several mature trees, 15 foot buffer, and 6 foot fence are already in place

•Asking for variance on 8 foot fence surrounding house as homeowner does not want existing fence removed, covered up, or not able to see over.

PARKING

Existing parking consists of:

•Dustless gravel on East side 40 stalls

•Dustless gravel on West side 25 stalls

•Leased parking from Tautphaus Park approximately 200 spaces

•Parking along all of McNeil Drive.

•Temporary parking West of property as needed.

***Parking spaces are repainted weekly during season. It is unsure what the future holds for parking scenarios at Tautphaus Park or the U-Pick Red Barn. We are asking for a variance as to be held to the same standard as the park.**

LAND USE NOTES:

CURRENT ZONE = LC - LIMITED COMMERCIAL
PROJECT AREA = 4.085 AC
SF OF PROPOSED BUILDINGS = 615
BUILDING TYPE=2B
BUILDING HEIGHT SILO=25' - 30'

BENCHMARK:
CITY OF IDAHO FALLS NAVD DATUM

EXISTING MANHOLE CONCRETE COLLAR AS LABELED ON DRAWING.

ELEV=4693.24
NORTHING=658336.623
EASTING=688367.604

SITE PLAN FOR:

UPICK BARN

City of Idaho Falls, Bonneville County, Idaho

20159

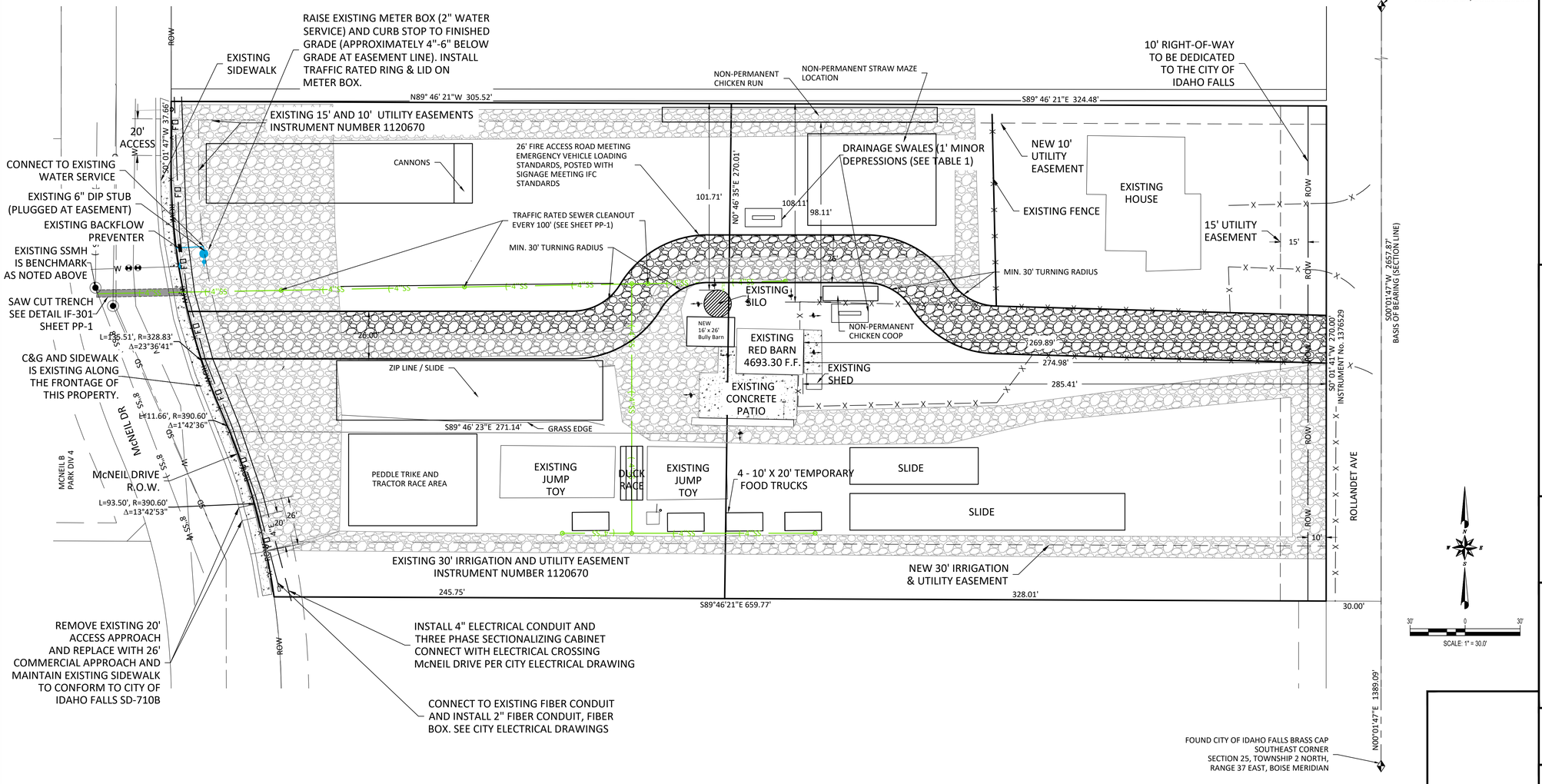
REVISED MARCH 2024

SURVEY NOTE:

This site plan conforms to an actual survey that was performed on the ground by a licensed land surveyor in and for the State of Idaho. It is the owner's responsibility to construct all structures shown on this site plan in accordance with said survey.

LEGEND

- P.O.B. — POINT OF BEGINNING
- BOUNDARY
- SECTION LINE
- W — EXISTING WATER LINE
- SS — EXISTING SEWER LINE
- PROPOSED WATER LINE
- 4"SS — PROPOSED SEWER LINE
- EXISTING 15' PUBLIC UTILITY EASEMENT PURSUANT TO INSTRUMENT NO. 1120670
- EXISTING 30' IRRIGATION AND UTILITY EASEMENT INSTRUMENT NO. 1120670
- PROPOSED EASEMENTS AS NOTED
- ROW — PROPOSED 10' RIGHT OF WAY AS NOTED
- 4" E — PROPOSED 4" ELECTRICAL CONDUIT
- FO — PROPOSED 2" FIBER OPTIC CONDUIT
- SECTION CORNER



NOTES

1. The address shall be posted and maintained on every job site prior to and during construction. **NO ADDRESS = NO INSPECTION.**

2. A **Site Plan** including a completed City review block shall be on the job site at all times during construction.

3. **Any changes** to this site plan shall be submitted to the City of Idaho Falls Planning and Building Division for approval prior to construction.

4. **Failure to comply** with the requirements of this plan may result in the City withholding building permits, certificates of occupancy, water or electrical service.

5. **Approval of the City Engineer** is required for any proposed construction within a public right-of-way or easement and shall be in accordance with the **current City of Idaho Falls Standard Specifications and Drawings**.

6. A **City of Idaho Falls Public Works License** is required for any contractor working in a public right-of-way or easement.

7. A **Public Right-of-Way Use Permit** is required for any work in any public right-of-way or easement. The City Engineering Department must be notified at least two (2) days prior to any excavation under this permit (208-612-8250).

8. **Placing Concrete** within the public right-of-way requires inspection and approval by the City Engineering Department. The department shall be notified at least four (4) hours prior to placing (208-612-8250).

9. All **Driveway Approaches** shall be concrete and meet the requirements of the current City of Idaho Falls Standard Specifications and Drawings. All driveways and parking areas shall be hard surface.

10. **Replace** all broken or poor quality curb, gutter, and sidewalk.

11. **Remove** all unused driveway approaches and replace with standard full height curb, gutter and sidewalk.

12. A Licensed Idaho Professional Engineer shall inspect, certify to City Standards, and prepare "As-built" drawings for all **Water, Sanitary Sewer and Storm Sewer Main Lines**.

13. All **Water Service Lines** less than four (4) inches and **Sanitary Service Lines** less than eight (8) inches shall be inspected by the City Sewer Department prior to backfilling (612-8108).

14. Pursuant to IDAPA 58.01.08, all new construction shall install provisions for a future water meter to capture domestic and landscape irrigation uses. Provisions shall be installed per City of Idaho Falls Standard Drawing 600-1or 600-3. Contact Water Supt. (208-612-8471) to determine if meter itself is required. Meters or meter idlers shall be on approved material list and may be purchased from Water Department warehouse (208-612-8474).

15. **Fire flow** and **access road requirements for commercial buildings** are based on building construction type, height, and total square footage of all floors. This information must be provided on the site plan.

16. **Private fire service water mains** shall be installed by, or under the supervision of, a city licensed fire sprinkler contractor. Fire service mains must be tested and approved by the Fire Marshal prior to backfilling.

17. All **Electrical Facilities**, including new services or the relocating of existing, shall be in accordance with the current Idaho Falls Power Service Policy. Service Policy available at I.F.P. office or I.F.P. website. The developer must submit two (2) copies of these plans directly to Idaho Falls Power for the design and/or approval of electric service. Contact Idaho Falls Power prior to construction of electrical facilities (612-8430).

18. All single-family attached dwellings shall have separate electrical, water, and sewer service lines without any common facilities.

19. Appropriate erosion and sediment control requirements associated with construction shall be shown on the Site Plan or a separate attached plan.

20. In compliance with Idaho Code § 55-1613 a field search and location survey has been conducted under the direction of a professional land surveyor prior to this project's construction.

VICINITY MAP



CITY OF IDAHO FALLS SITE PLAN APPROVAL
Revision 4/2016

Approved _____ Date _____
City of Idaho Falls

PROPERTY LEGAL DESCRIPTION

SEE INSTRUMENT NUMBER 1559612 AND 1120670, INCLUDING LOTS 10 AND 11, BLOCK 1, McNEIL BUSINESS PARK DIVISION No. 4.

SITE PLAN CONTACT PERSON

NAME KURT ROLAND
ADDRESS 1331 FREMONT AVE., IDAHO FALLS, ID ZIP 83402
PHONE 208-542-2665

SITE PLAN NAME AND ADDRESS (See Note #1)

UPICK BARN
2724 S. ROLLANDET ST.
IDAHO FALLS, IDAHO 83402

ENGINEERING DEPT.

SEWER FRONT FOOTAGE 0 FT.
WATER FRONT FOOTAGE 0 FT.

FILE NO.	DRAWN BY:	DATE PLOTTED:	SHEET NO.
20159	JML	08-23-23	1 of 3
SCALE: 1:30	CHECKED BY: PJS	REVIEW NO.: 1	

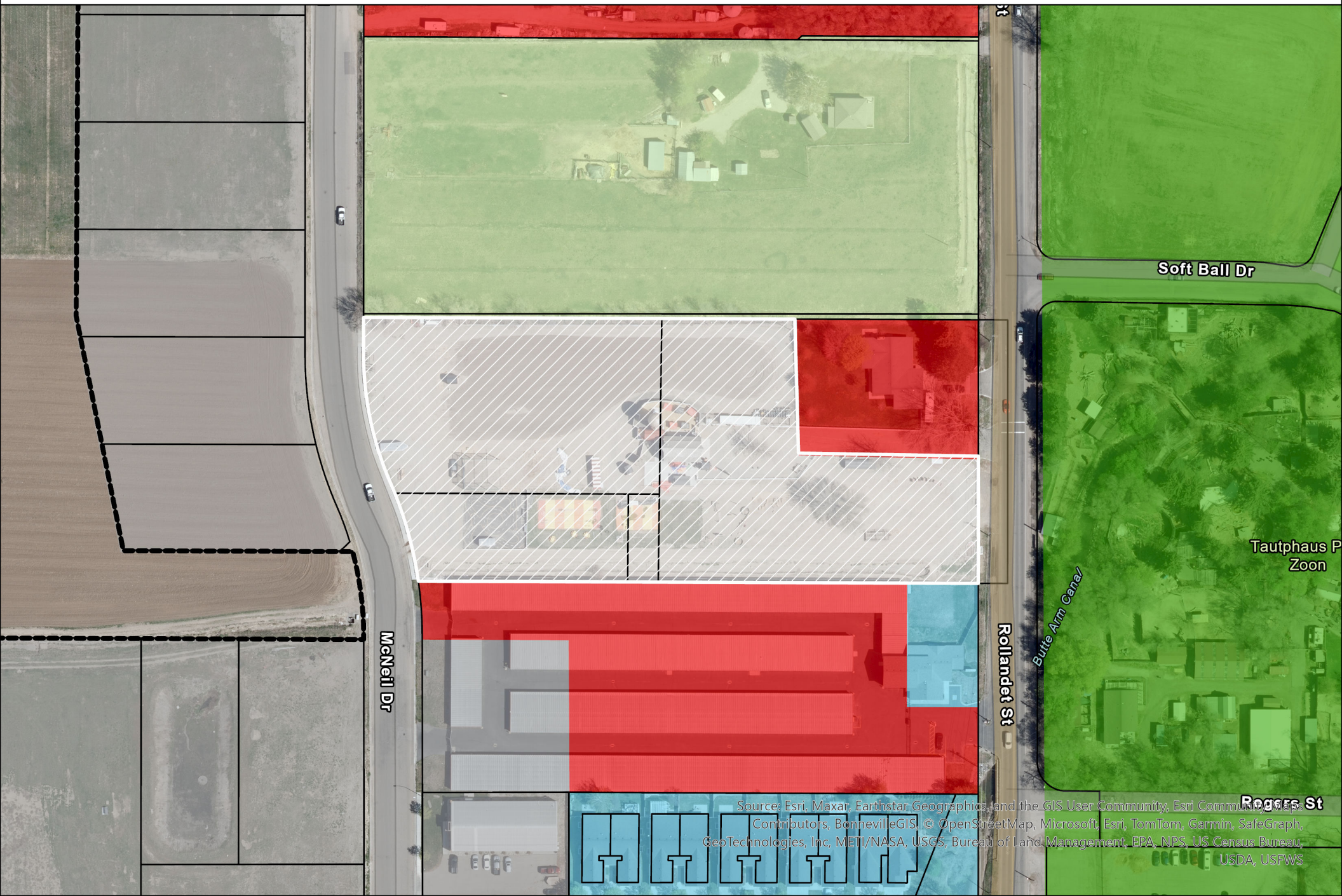
Zoning

CUP24-009 U-Pick Red Barn

RE R1 TN R3 PB LC R&D I&M

RP R2 RMH R3A CC HC LM P

N



Aerial

CUP24-009 U-Pick Red Barn

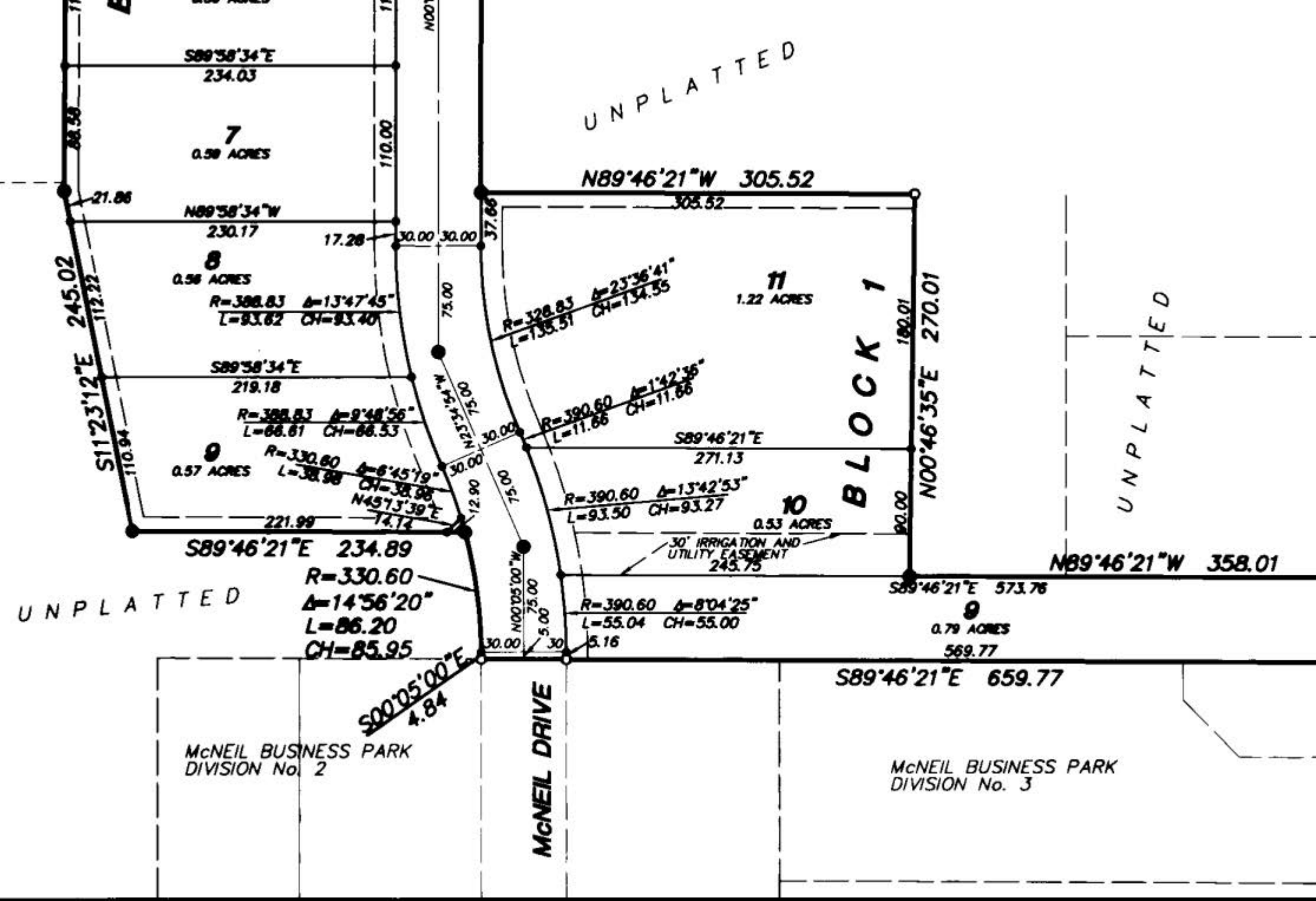



N
Aerial
CUP24-009 U-Pick Red Barn
Softball Dr
Elk Dr
Rollandet Ave
McNeil Dr
Thayer Bridge Cir
Source: Esri, Maxar, Earthstar Geographics, and the GIS User Community






PARK
HERE


UNPLATTED
S89°58'34"E
234.03
7
0.59 ACRES
110.00
88.58
21.86
N89°58'34"W
230.17
17.28
30.00
30.00
37.66
N89°46'21"W 305.52
305.52
8
0.56 ACRES
245.02
112.22
R=388.83 Δ=13°47'45"
L=93.62 CH=93.40
75.00
11
1.22 ACRES
R=328.83 Δ=23°36'41"
L=135.51 CH=134.55
180.01
BLOCK 1
N00°46'35"E 270.01
S89°58'34"E
219.18
S11°23'12"E
110.94
R=388.83 Δ=9°48'56"
L=66.61 CH=66.53
N23°54'54"W
75.00
R=390.60 Δ=1°42'36"
L=11.66 CH=11.66
30.00
S89°46'21"E
271.13
9
0.57 ACRES
R=330.60
L=38.98 Δ=6°45'19"
CH=38.96
N45°13'39"E
14.14
12.90
30.00
R=390.60 Δ=13°42'53"
L=93.50 CH=93.27
10
0.53 ACRES
90.00
221.99
S89°46'21"E 234.89
30' IRRIGATION AND
UTILITY EASEMENT
245.75
N89°46'21"W 358.01
S89°46'21"E 573.76
R=330.60
Δ=14°56'20"
L=86.20
CH=85.95
N00°05'00"W
75.00
5.00
R=390.60 Δ=8°04'25"
L=55.04 CH=55.00
9
0.79 ACRES
569.77
30.00
30
5.16
S89°46'21"E 659.77
S00°05'00"E
4.84
McNEIL DRIVE
McNEIL BUSINESS PARK
DIVISION No. 2
McNEIL BUSINESS PARK
DIVISION No. 3
UNPLATTED
UNPLATTED

LEASE AGREEMENT

THIS LEASE AGREEMENT (hereinafter "Lease") made this ____ day of_____, 2023 is made by and between the City of Idaho Falls, Idaho, a municipal corporation of the State of Idaho, (hereinafter "CITY"), whose address is P.O. Box 50220, Idaho Falls, Idaho, 83405 and CR Pupkins, LLC (d.b.a U Pick Redbarn), (hereinafter "TENANT"), a limited liability company of Idaho, whose address is1070 Riverwalk Dr. Ste. 200, Idaho Falls, ID 83403.

1. Premises. CITY agrees to lease to TENANT, subject to the terms and conditions of this Lease, the property commonly known as the Idaho Falls Zoo "Elk Pasture" ("hereafter "Premises"). An illustration of the Premises is attached hereto as Exhibit "A."

2. Term. The term of this Lease shall begin on September 1, 2023 and continue until October 15, 2023 ("Term") except as terminated earlier according to the provisions below.

3. Termination for Public Use. This Lease may be terminated by CITY at any time when CITY, in its sole judgment, determines that any or all of the leased Premises is needed for public use, the public good, or for any other reason with no penalty. In the event of such termination, TENANT shall be given ten (10) days prior written notice of such termination.

4. TENANT'S Termination. TENANT may terminate this Lease at any time with ten (10) days' notice to the CITY, at TENANT'S sole discretion with no penalty.

5. Payment. TENANT agrees to pay a single Lease payment to CITY of five hundred and fifty five dollars ($555). The Lease payment shall be delivered to City of Idaho Falls, General Services Department, P.O. 50220, Idaho Falls, ID 83401, within ten (10) business days after executing this Lease Agreement.

6. Acceptance and Care of Premises. TENANT agrees that it is leasing the Premises "AS IS, WHERE IS AND WITH ALL FAULTS", and CITY makes no warranties of any sort regarding the Premises. CITY will not make any improvements to the Premises in connection with the execution or performance of this Lease. All additional improvements desired by TENANT shall be the responsibility of TENANT and subject to written permission from CITY. Any approve , shall be constructed or installed at TENANT'S sole cost and expense and be subject to the provisions of this Lease. TENANT acknowledges having thoroughly examined the premises and accepts the same in its present condition and waives all claims of any nature that may arise therefrom.

7. Maintenance. TENANT is responsible for keeping the Premises clean including but not limited to: trash removal and informing the CITY of necessary major

repairs. A major repair is any repair that exceeds $100. City shall be responsible for all major repairs.

8. TENANT Use and Responsibilities. TENANT's use of the Premises shall be limited to providing parking to TENANT's guests and invitees to TENANT's property located at 2726 Rollandet Steet.

   TENANT, at TENANT's sole cost shall set up a pedestrian road crossing across Rollandet Street from the Premises. Prior to setting up the pedestrian road crossing, TENANT shall receive from CITY's Public Works Department written approval, which shall not be unreasonable denied, for the pedestrian road crossing.

9. Insurance. TENANT is responsible for carrying General Liability insurance, with a minimum combined bodily injury and liability limit of $1,000,000.00/occurrence and $2,000,000.00 general aggregate, that identifies the CITY as additional insured and provides a certificate of proof of insurance annually to the CITY.

   A current Certificate of Insurance form at all times during the term of this Lease which verifies compliance with insurance requirements as detailed herein and naming CITY as additional insured, will be furnished by TENANT.

10. Default. If TENANT defaults, CITY may elect to notice to TENANT to terminate this Lease. TENANT shall have the option to cure the default within a ten (10) day period. If the Tenant does not complete the required cure, the TENANT shall immediately vacate the Premises and deliver possession to CITY, and CITY may repossess the Premises and may, at TENANT'S sole cost, remove any of TENANT'S property from the Premises, without relinquishing its right to receive the Lease payment(s) or enforce any other right against TENANT. If CITY terminates the Lease for TENANT'S default, Tenant shall pay to CITY all Lease payments due on or before the date of termination.

11. Assignment. The Tenant shall not assign or sublease its interest in this Lease.

12. Lease Amendment. The terms of this Lease may be amended by mutual consent.

13. CITY'S Right of Entry. CITY retains its right to access the Premises for the purposes of inspection.

14. Removal at End of Leave. TENANT agrees at the end of the Lease to remove its property and to peaceably surrender to CITY the Premises and restore the Premises back to its original condition. If TENANT fails to remove its goods and effects within thirty (30) days following expiration of the Lease term, title to all such property shall become CITY's automatically and without further action in law or equity.

15. Venue and Jurisdiction. This Lease shall be governed by the laws of the State of Idaho. The venue for any action arising out of this Lease shall be exclusively in the District Court of the Seventh Judicial of the State of Idaho, Bonneville County or in the United States District Court for the District of Idaho.

16. Compliance with Law. TENANT agrees to comply with all ordinances, laws, statutes or regulations applicable with respect to the use of the Premises and facilities. TENANT shall have the sole responsibility of obtaining all licenses, permits, or other approvals with respect to its use of the Premises or the construction of any improvements upon the Premises.

17. Indemnification. TENANT, agrees to indemnify, defend, and hold CITY, its agents, officers, representatives, and employees harmless from any and all costs, expenses, fees, penalties, liability or loss resulting from any claim or claims, of any kind or nature arising directly from the acts of TENANT, its agents, servants, guests, employees or invitees, under this Lease or by reason of any act or omission of TENANT.

18. Notices. All notices required or permitted to be given pursuant to the terms hereof shall be deemed to have been delivered upon deposit in the United States mail, postage prepaid, certified mail, return receipt requested at the following address, or such other address which may be delivered in writing to the receiving party:

    Attn: Director of Municipal Services
    City of Idaho Falls
    P.O. Box 50220
    Idaho Falls, ID 83405

    Attn: _____
    U-Pick Red Barn
    2724 Rollandet Street
    Idaho Falls, ID 83403

19. Waiver/Invalidity. If either party waives a breach of this Lease, such waiver shall not be construed as a waiver of any other simultaneous or subsequent breach of Lease. If any provision of this Lease is found invalid, such invalidity shall not affect the enforceability of any other term or provision of this Lease.

20. Binding Effect. This Lease shall be binding upon the heirs, successors, personal representatives or assigns of the parties hereto.

21. Section Headings. The section headings herein set forth are provided only for the convenience of the parties in locating various provisions of the Lease, and are not intended to be aids in interpretation of any provision of the Lease with respect to which the parties might disagree at some future time, and shall not be considered in any way in interpreting or construing any provision of the Lease.

22. Non-discrimination.

    TENANT shall not discriminate against any customer, employee, or applicant for employment on the basis of race, color, religion, creed, political ideals, sex, age, marital status, physical, or mental handicap, gender identity/expression, sexual orientation, or national origin.

23. Complete Agreement. This writing is evidence of the complete and final agreement of the parties on this subject matter and all other previous agreements, representations, negotiations or statements not expressly set forth herein shall be of no force or effect. This Lease shall not be modified except in a writing signed by both of the parties hereto.

This Lease shall be effective as of this __ day _____, 2023

IN WITNESS WHEREOF, the parties hereto have executed this Lease.

ATTEST:

Kathy Hampton
City Clerk

CITY OF IDAHO FALLS

_____
Rebecca L. Noah Casper
Mayor

TENANT:
CR Pupkins, LLC

_____
By:

STATE OF IDAHO)
) ss.
County of Bonneville)

On this _____ day of _____, **2022** before me, the undersigned, a notary public for Idaho, personally appeared Rebecca L. Noah Casper, known to me to be the Mayor of the City of Idaho Falls, Idaho, the municipal corporation that executed the foregoing document, and acknowledged to me that she is authorized to execute the same for and on behalf of said City.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

Notary Public for State of Idaho

_____
Residing at Idaho Falls, Idaho

(Seal) My Commission Expires: _____

STATE OF IDAHO)
) ss:
County of_____)

On this _____day of _____, before me, the undersigned, a notary public, in and for said State, personally appeared _____known or identified to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she is authorized to execute the same for and on behalf of the CR Pupkins, LLC, d.b.a. U-Pick Red Barn.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year in this certificate first above written.

Notary Public for State of Idaho

_____
Residing at Idaho Falls, Idaho

(Seal) My Commission Expires: _____

COMMUNITY DEVELOPMENT SERVICES

Planning Department
Office (208) 612-8276
Fax (208) 612-8520

IDAHO FALLS

Building Department
Office (208) 612-8270
Fax (208) 612-8520

August 14, 2023

U Pick Barn
2724 S. Rollandet Avenue
Idaho Falls, ID 83402

Dear Mr. Walker,

This letter is a follow up to the correspondence sent on Monday, August 7, 2023. The August 7, 2023, letter was accompanied by a meeting in the Community Development Services Department and a site visit held on August 11, 2023. The purpose of this letter is to provide you with direction and clarity for the operation of the U Pick Barn business located at 2724 S. Rollandet Avenue. This letter attempts to lay out action items to help guide your continued operation of the U Pick Barn business.

ZONING
The property was annexed into the City in 2019, with the eastern properties annexed with an LC zone district designation, and the western properties annexed with an I&M zone district designation. The intent of the LC zone designation at the time of annexation was to allow the continuation of the sale of pumpkins along Rollandet Avenue, and to allow the continuation of farming operations on the western properties. Since the time of annexation, the Agricultural Tourism component of the business has expanded, and encapsulates the general uses on the property. Though the Agricultural Tourism component has expanded, the zoning designation has not reflected the change in use.

It should be noted that the current operation (including the sale of pumpkins, peddle carts, train rides, tractor rides, pillow jumpers, monkey bars and swings, ring toss, straw bale mazes, air blaster pumpkin cannons, photo backgrounds, popcorn and caramel corn sales, petting zoo, self-contained food truck sales, and corn pits) are permitted uses and can continue operating because Agricultural Tourism is a permitted use in the Industrial and Manufacturing (I&M) zone district.

In the Limited Commercial (LC) zone district, Agricultural Tourism and Outdoor Amusement Centers are not a permitted use. Outdoor Amusement Centers are defined as: *The use of a site that contains outdoor amusement facilities, such as miniature golf courses, water parks, amusement parks, movie theaters, racetracks, or zoos.*

You provided general information on a slide concept in correspondence with City staff on June 13, 2023, but the scale and permanent nature of the structure was not known until the August 11th meeting, when staff received structural details of the slide. It is my understanding that in the past, a hay bale slide was installed on a temporary basis on the southeast section of the property in LC zone district. Why this was allowed to continue in the LC zone district is unclear. The proposed permanent slide structure stated in the August 11th meeting would not be a permitted use in the LC zone district, because it constitutes an Outdoor Amusement Center use.

During the August 11th meeting, City staff suggested that you should pursue a rezone of the properties after the 2023 season and prior to the 2024 season. City staff recommended a rezone of the properties to

Planning Department
Office (208) 612-8276
Fax (208) 612-8520

Building Department
Office (208) 612-8270
Fax (208) 612-8520

Light Manufacturing (LM), which allows for Agricultural Tourism as a conditional use. The proposed rezone allows for conditions that can be granted to allow for flexibility and expansion of uses within the Agricultural Tourism designation. It is staff's opinion that Agricultural Tourism use reflects your intent and the current use of the property. City staff recommended the rezone to be pursued in winter of 2023 to ensure efficient and proper review prior to the 2024 season. The rezone does not nullify the requirement of an engineered site plan and building permits for the construction and/or expansion of structures on the property.

BUILDING DEPARTMENT
Through the course of inspection on August 11th, City staff noticed the expansion of the pizza kitchen building that should be rectified with the Building Department for structural changes that may require a building permit. A letter from Chief Building Official is being sent in conjunction with this letter. The letter also addresses issues regarding the permanent slide structure that will need to be addressed prior to the 2024 season, meriting a rezone of the property.

City staff is willing to help you address issues regarding the pizza kitchen expansion prior to the opening of the 2023 U Pick Barn business season. Staff appreciates your continued investment in the City of Idaho Falls and looks forward to working with you in the future.

Sincerely,

Wade Sanner, AICP
Community Development Services Director
City of Idaho Falls

COMMUNITY DEVELOPMENT SERVICES

Planning Department
Office (208) 612-8276
Fax (208) 612-8520

IDAHO FALLS

Building Department
Office (208) 612-8270
Fax (208) 612-8520

August 16, 2023

U Pick Barn
2724 S. Rollandet Avenue
Idaho Falls, ID 83402

Dear Mr. Walker,

The temporary straw bale slide is not permitted use in the LC Zone. As a result, I cannot grant you approval to violate the law, but I am willing to work with you as you get into compliance with the Zoning Code. Because you are taking steps to comply with the Zoning Code's requirements, the City is not taking immediate enforcement action - including requiring you to immediately discontinue or remove the unpermitted Outdoor Amusement Center uses, like the straw bale slide.

The City's goal is to help and assist everyone in keeping and observing the law, including the Zoning Code. Because, as I understand it, you are willing to comply with the zoning code but need time to comply, City staff are encouraged to give you time to come into compliance voluntarily. That is why I recommend that you pursue this 2023 winter for a rezone to Light Manufacturing so that your 2024 season can include outdoor amusements that are in compliance with the Zoning Code.

Although the City is not taking immediate action to enforce the law, this forbearance is not a grant of authority for the property to violate the Zoning Code. It is a practical acknowledgment that you need time to comply and a reflection of my belief and trust that you will seek to comply in good faith after the conclusion of your season.

The City expects that this 2023 winter you will apply for a rezone of the property and receive a designation that would allow the use of the slide (and other outdoor amusements). However, if that does not occur and the use of the property remains out of compliance by October 1, 2024, the City may take action, including legal action, to enforce the Zoning Code.

I appreciate your willingness to follow and uphold the law. Good luck with your season and your continued compliance efforts. Thank you for continuing to work with the City on this issue.

Sincerely,

Wade Sanner, AICP
Community Development Services Director
City of Idaho Falls

COMMUNITY DEVELOPMENT SERVICES

IDAHO FALLS

Planning Department
Office (208) 612-8276
Fax (208) 612-8520

Building Department
Office (208) 612-8270
Fax (208) 612-8520

August 4, 2023

Upick Barn
2724 S. Rollandet Avenue
Idaho Falls, ID 83402

Dear Mr. Walker,

This letter is to confirm the current use and classification of the parcels located at 2724 and 2832 Rollandet Avenue, as well at 2825 and 2865 McNeil Drive.

2825 and 2865 McNeil Drive were annexed in 2003 and zoned Industrial as part of the McNeil Business Park. 2724 and 2832 Rollandet Avenue were annexed in 2019 with a LC, Limited Commercial zoning designation.

Staff is unaware of any approvals for operation of the U-Pick Red Barn from Bonneville County prior to the property being annexed into the City. Historic aerials of the area show an agricultural use of the property through 2016. The 2020 aerial shows what appears to be the construction of the two pillow jumping areas. A site plan (SITE20-033) was applied for August 14, 2020, and was approved May 26, 2022, it showed the addition of a silo, bathrooms, and kitchen just north of the barn. Pillow jump areas were noted as existing on the site plan. The 2022 site plan or historic aerials do not show the area shown as the old slide footprint or the pedal park.

There do not appear to be any legal non-conforming uses on this property that were established legally prior to annexation into the City in 2019. Approved uses and site development for the property are those shown on the approved site plan from 2022. No final site inspections have been scheduled or completed to confirm whether the property has been developed according to the approved 2022 site plan.

A commercial building permit (COM20-0150) was issued October 8, 2021, for the silo foundation. Review notes from the permit state: "The scope of work for this submission is for the new structural foundation for the relocated existing silo. Future renovations & additions to the existing barn and silo interior are to be under a separate submission for review. This will require complete set of building plans reflecting the new additions and interior renovations of the existing barn & silo for review and approval. The use of the existing barn is for the retail sale of pumpkins and associated products to be open to the public for a period of 6 to 7 weeks per year with its use being storage for products the remainder of the year as specified by the owner".

In association with the COM20-0150 building permit, a plumbing permit (PLUM21-0230) was issued for temporary plumbing in the silo. Also, an electrical permit (ELEC21-0453) was issued for wiring in the silo pizza kitchen. Permit inspection also notes receptacles in office area. A mechanical permit (HVAC21-0536) was also issues for a gas line to serve the pizza oven. No additional permits for modifications have been issued for this site.

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Fax (208) 612-8520

Building Department
Office (208) 612-8270
Fax (208) 612-8520

The Upick Red Barn use, as understood by City staff, would fall under the following land use classifications within the Zoning Ordinance:

> Agriculture Tourism
> The use of working agricultural lands for commercial purposes including farm stands, roadside markets, orchards, wineries, pumpkin patches, U-pick operations, corn mazes, hayrides, farm stays, farm tours, petting farms, on-farm retail dairies and creameries, on-farm restaurants or cafes, on-farm retail, farm museums and education related purposes.
>
> Amusement Center, Indoor
> The use of a building for indoor amusement including, but not limited to, video games, laser games, bingo, pool, billiards, card rooms, bowling alleys, shooting ranges, child amusement rides, and indoor playground facilities.
>
> Amusement Center, Outdoors
> The use of a site that contains outdoor amusement facilities, such as miniature golf courses, water parks, amusement parks, movie theaters, racetracks, or zoos.

The west side of the property is zoned I&M, (Industrial and Manufacturing) which allows for all three above noted uses as permitted uses. The eastside of the property is zoned LC, (Limited Commercial) which only allows for Indoor Amusement Centers as a permitted use and doesn't allow for Outdoor Amusement Centers or Agriculture Tourism. To develop the property further (e.g., adding additional attractions and amusements in addition to those shown on the 2022 approved site plan) will require a new site plan to be submitted, reviewed and approved by the City prior to their installation. The site will be required to meet minimum city site development standards.

Additional review comments regarding future development plans on the property:

- Area identified as "old slide footprint" is within the LC Zone, which does not allow for outdoor amusement or agricultural tourism and would need to be rezoned or constructed within a building in order to continue to locate the slides in this area.
- Structures, regardless of size, that will have human occupancy, will require building permits meeting minimum, city code standards. This includes the pizza kitchen on skids, soda shop, ticket booths, etc.
- Converting the barn loft to allow for human occupancy for movies, haunted house, or other uses will require building permits to come into compliance with minimum city code standards.
- Parking, either on site or within six hundred feet (600') of the property, will need to be addressed with a site plan. Multipurpose recreational facilities are recommended to provide parking at a ratio of 9.5 to 16 spaces per acre. Parking areas will need to meet minimum requirements for dustless surface parking dimensions of 9' x 20'.

Sincerely,

Wader Sanner, AICP
Director
Community Development Services Department

IDAHO FALLS

Board of Adjustment

May 23, 2024

IDAHO FALLS

Call to Order
Meeting Minutes: January 25, 2024

IDAHO FALLS

CUP24-009

Conditional Use Permit to for Agriculture Tourism

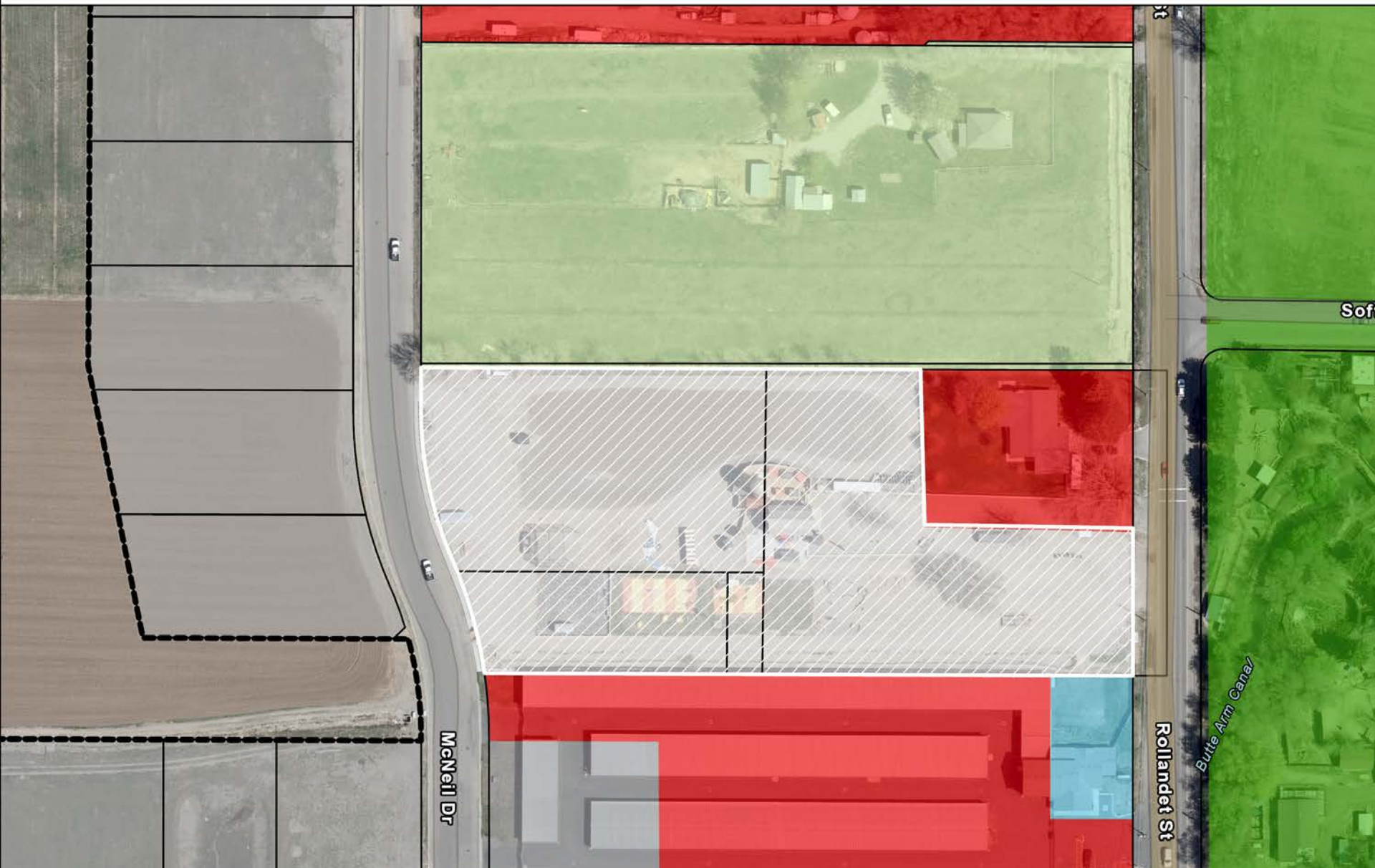
2724 S Rollandet or Lot 11, Block 1, McNeil Business Park Division 4 and 2.030 Acres in the South ½ of the East ½ of the Northeast ½ of the Southeast ½ of Section 25, T 2N, R 37E

Zoning

CUP24-009 U-Pic

RE R1 TN R3 PB LC R&D I&M

RP R2 RMH R3A CC HC LM P




N
Aerial
CUP24-009 U-Pick Red Barn
Rollandet Ave
McNeil Dr
Thayer Bridge Cir
Elk Dr
Carnival Way
Sunken Diamond Dr
Leo Larsen Dr
Softball Dr
Carnival Way
Rogers St
Westmoreland Cir
Westmoreland Dr
Source: Esri, Maxar, Earthstar Geographics, and the GIS User Community


N
Aerial
CUP24-009 U-Pick Red Barn
Softball Dr
Elk Dr
Rollandet Ave
McNeil Dr
Source: Esri, Maxar, Earthstar Geographics, and the GIS User Community

SITE PLAN FOR:

UPICK BARN

City of Idaho Falls, Bonneville County, Idaho

20159

REVISED MARCH 2024

LAND USE NOTES:

CURRENT ZONE = LC - LIMITED COMMERCIAL
PROJECT AREA = 4.085 AC
SF OF PROPOSED BUILDINGS = 615
BUILDING TYPE=28
BUILDING HEIGHT SILO=25' - 30'

BENCHMARK:
CITY OF IDAHO FALLS NAVD DATUM

EXISTING MANHOLE CONCRETE COLLAR AS LABELED ON DRAWING).

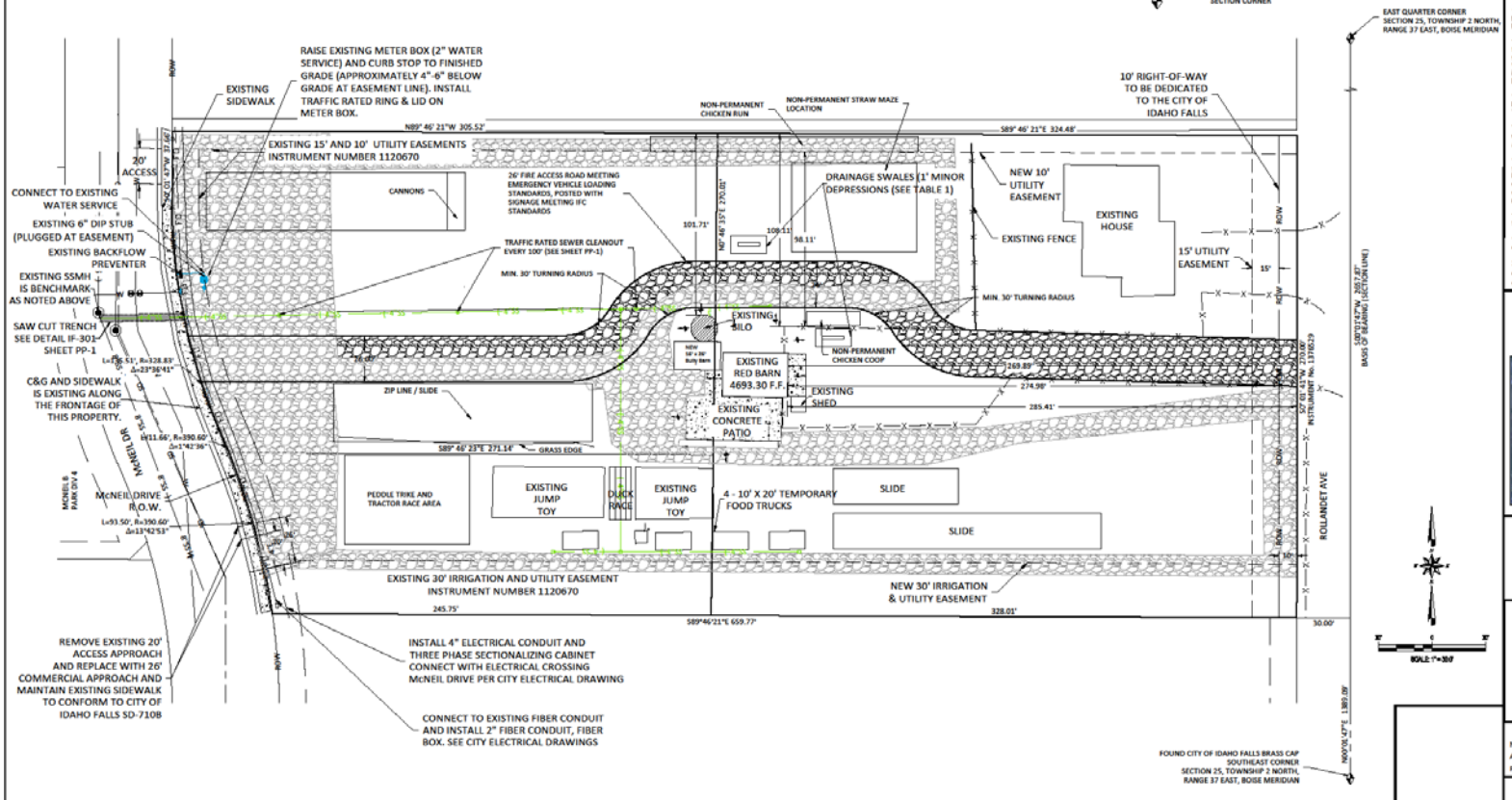
ELEV=4691.24
NORTHING=658336.623
EASTING=688367.604

SURVEY NOTE:

This site plan conforms to an actual survey that was performed on the ground by a licensed land surveyor in and for the State of Idaho. It is the owner's responsibility to construct all structures shown on this site plan in accordance with said survey.

LEGEND

P.O.B.	POINT OF BEGINNING
	BOUNDARY
	SECTION LINE
W	EXISTING WATER LINE
SS	EXISTING SEWER LINE
	PROPOSED WATER LINE
4"SS	PROPOSED SEWER LINE
	EXISTING 15' PUBLIC UTILITY EASEMENT PURSUANT TO INSTRUMENT NO. 1120670
	EXISTING 30' IRRIGATION AND UTILITY EASEMENT INSTRUMENT NO. 1120670
	PROPOSED EASEMENTS AS NOTED
ROW	PROPOSED 10' RIGHT OF WAY AS NOTED
4" E	PROPOSED 4" ELECTRICAL CONDUIT
FO	PROPOSED 2" FIBER OPTIC CONDUIT
	SECTION CORNER



NOTES

1. The address shall be posted and maintained on every job site prior to and during construction. **NO ADDRESS = NO INSPECTION.**
2. A **Site Plan** including a completed City review block shall be on the job site at all times during construction.
3. **Any changes** to this site plan shall be submitted to the City of Idaho Falls Planning and Building Division for approval prior to construction.
4. **Failure to comply** with the requirements of this plan may result in the City withholding building permits, certificates of occupancy, water or electrical service.
5. **Approval of the City Engineer** is required for any proposed construction within a public right-of-way or easement and shall be in accordance with the **current City of Idaho Falls Standard Specifications and Drawings.**
6. A **City of Idaho Falls Public Works License** is required for any contractor working in a public right-of-way or easement.
7. A **Public Right-of-Way Use Permit** is required for any work in any public right-of-way or easement. The City Engineering Department must be notified at least two (2) days prior to any excavation under this permit (208-612-8250).
8. **Placing Concrete** within the public right-of-way requires inspection and approval by the City Engineering Department. The department shall be notified at least four (4) hours prior to placing (208-612-8260).
9. **All Driveway Approaches** shall be concrete and meet the requirements of the current City of Idaho Falls Standard Specifications and Drawings. All driveways and parking areas shall be hard surface.
10. **Replace** all broken or poor quality curb, gutter, and sidewalk.
11. **Remove** all unused driveway approaches and replace with standard full height curb, gutter and sidewalk.
12. A Licensed Idaho Professional Engineer shall inspect, certify to City Standards, and prepare "As-built" drawings for all **Water, Sanitary Sewer and Storm Sewer Main Lines.**
13. All **Water Service Lines** less than four (4) inches and **Sanitary Service Lines** less than eight (8) inches shall be inspected by the City Sewer Department prior to backfilling (612-8100).
14. Pursuant to IDAPA 58.01.08, all new construction shall install provisions for a future water meter to capture domestic and landscape irrigation uses. Provisions shall be installed per City of Idaho Falls Standard Drawing 600-1or 600-3. Contact Water Supt. (208-612-8471) to determine if meter itself is required. Meters or meter idlers shall be on approved material list and may be purchased from Water Department warehouse (208-612-8474).
15. **Fire flow** and **access road requirements for commercial buildings** are based on building construction type, height, and total square footage of all floors. This information must be provided on the site plan.
16. **Private fire service water mains** shall be installed by, or under the supervision of, a city licensed fire sprinkler contractor. Fire service mains must be tested and approved by the Fire Marshal prior to backfilling.
17. **All Electrical Facilities**, including new services or the relocating of existing, shall be in accordance with the current Idaho Falls Power Service Policy. Service Policy available at I.F.P. office or I.F.P. website. The developer must submit two (2) copies of these plans directly to Idaho Falls Power for the design and/or approval of electric service. Contact Idaho Falls Power prior to construction of electrical facilities (612-8430).
18. All single-family attached dwellings shall have separate electrical, water, and sewer service lines without any common facilities.
19. Appropriate erosion and sediment control requirements associated with construction shall be shown on the Site Plan or a separate attached plan.
20. In compliance with Idaho Code § 55-1613 a field search and location survey has been conducted under the direction of a professional land surveyor prior to this project's construction.

VICINITY MAP



CITY OF IDAHO FALLS SITE PLAN APPROVAL
Revision 4/2016

Approved _____ Date _____
City of Idaho Falls

PROPERTY LEGAL DESCRIPTION

SEE INSTRUMENT NUMBER 1559612 AND 1120670, INCLUDING LOTS 10 AND 11, BLOCK 1, McNEIL BUSINESS PARK DIVISION No. 4.

SITE PLAN CONTACT PERSON

NAME KURT ROLAND
ADDRESS 1331 FREMONT AVE., IDAHO FALLS, ID ZIP 83402
PHONE 208-542-2665

SITE PLAN NAME AND ADDRESS (See Note #1)

UPICK BARN
2724 S. ROLLANDET ST.
IDAHO FALLS, IDAHO 83402

ENGINEERING DEPT.

SEWER FRONT FOOTAGE 0 FT.
WATER FRONT FOOTAGE 0 FT.

FILE NO.	DRAWN BY:	DATE PLOTTED:	SHEET NO.
20159	JML	08-23-23	1 of 3
SCALE: 1:30	CHECKED BY: PJS	REVIEW NO.: 1	

Looking Northeast from McNeil Dr



Looking East from McNeil Dr



Looking East from McNeil Dr



COMMUNITY DEVELOPMENT SERVICES

Planning Division
Office (208) 612-8276
Fax (208) 612-8520

Building Division
Office (208) 612-8270
Fax (208) 612-8520

IDAHO FALLS

May 28, 2024

Rollie Walker
1070 Riverwalk Dr Ste 200
Idaho Falls, ID 83402

Re: CUP24-009, CONDITIONAL USE PERMIT, U-Pick Red Barn, Conditional Use Permit for Agriculture Tourism in the LM, Light Manufacturing and Heavy Commercial Zone, North of Sunnyside Road, east of McNeil Drive, south of 25th Street, and west of Rollandet Avenue.

To Whom it May Concern:

On May 23, 2024, the Board of Adjustment unanimously voted to table the conditional use permit for U-Pick Red Barn as presented for additional information. The additional information requested is as follows:

- Resolve the sign violation by moving the sign outside of the City right-of-way on Rollandet and show the location on the site plan.
- Explain how the illegal lot split will be resolved prior to any improvements on the property.
- Submit an accurate site plan showing the location, dimensions and height of current and future buildings and current and future amusement structures.
- Submit a site plan that delineates parking with dimensions, drive aisles with dimensions and an accurate number of onsite parking. Explain how parking will be delineated on site.
- Submit a site plan with the requested variances and what can be provided in an attempt to meet zoning standards as much as possible and explain why the full standards of zoning requirements could not be met.
- Show proposed landscaping along both public streets on the site plan.
- Show proposed landscape buffer from residential uses on the site plan, with the exception of the home that is on site.
- Explain how the fire lane will be identified on site and a plan to keep the fire lane clear at all times.
- Submit an executed parking lease with accurate parking calculations for the maximum amount of time the Zoo is willing to lease the property.
- Submit a parking agreement with accurate parking calculations with the property owner, Mr. Burns on the west side of McNeil Dr.

This information shall be submitted no later than June 10, 2024, in order to meet statutory deadlines for the June 27, 2024, Board of adjustment meeting.

If you have further questions feel free to contact me at 612-8278.

Sincerely,

Naysha Foster
Community Development Services Department

Cc: File

IDAHO FALLS
Community Development Services

Planning Division
Office (208) 612-8276

BOARD OF ADJUSTMENT

May 23, 2024

Council Chambers
680 Park Ave

Members Present: Nathan Kennedy - Chair, Ron Johnson, Kristi Brower, Scott Larson, Trevor Boyle

Staff Present: Naysha Foster, Current Planner

Call to Order: Nathan Kennedy called the meeting to order at 12:25 p.m.

Minutes: Ron made a motion to approve the minutes from January 25, 2024, Kristi seconded the motion and it carried unanimously.

Public Hearing

CUP24-002:

Ryan Webster, 3525 Merlin Drive, representing the applicant for the Beautiful People. The Beautiful People purchased 460 W 18th Street, Idaho Falls, ID which is adjacent to their business located at 445 W 17th Street, Idaho Falls, ID. The Beautiful People offers a wide range of fully certified and licensed beauty services that include permanent makeup, eyelash extensions, massage therapy, spray tanning, and esthetician services. They have been working with staff to meet all requirements for a commercial building and will be by open by appointment only from 8:00 am to 7:00 pm, Monday through Saturday. They will not be open to the public for walk in services.

Naysha Foster informed the Board that the applicant is asking to approve a Conditional Use Permit to convert an existing residence to a business in the TN, Traditional Neighborhood Zone with or without conditions. She stated that this property is part of the original townsite and was annexed in 1907. The property is zoned residential. Prior to 2018 it was zoned GC1 and was changed to TN when the city did the city-wide initiated zone change in April of 2018. Naysha said that an application was submitted on March 21, 2024. The applicant conducted a neighborhood meeting on February 29, 2024, as required for a CUP application. The primary hours of operation will be 8:00 am to 7:00 pm, Monday through Saturday, by appointment only. This is in compliance with the commercial standards Section 11-3-3 (E)(6)(g), Hours of operation shall be limited to the hours of 6:00 am to 11:00 pm. Naysha informed the Board that the required parking is 3 per 1000 square feet of the structure. The structure is 794 square feet, therefore, two parking stalls are required. On street parking across the frontage of the property may be counted toward the required parking. She stated that a 6-foot opaque fence and 7-foot landscape buffer will be installed to separate the commercial use from the residential uses on both side of the property. Section 11-3-3 (E)(6) (c) (iii) of the Zoning Code allows commercial uses with a conditional use permit for parcels that do not have frontage on Elm, Elva, and G Streets, Holmes Avenue, S. Boulevard, and Lomax Street provided that the use is conducted only within an existing building. Any commercial use requiring the construction of a new building for a use not otherwise permitted shall not be permitted. Staff has reviewed the Conditional Use Permit and finds it is in accordance with the Comprehensive Zoning Code as well as the Comprehensive Plan. Staff recommends approval as presented without additional conditions.

There was no Public Testimony. Nathan Kennedy closed the public hearing

Board Discussion:

There was no further discussion.

Kristi made a motion to approve the request with no conditions, Ron seconded the motion and it passed unanimously.

Relevant Criteria and Standards passed with a unanimous vote.

CUP24-010:

Greg Croft from Resin Architecture, 301 1st Street, Idaho Falls, ID, and Elan Eddington, the homeowner, 378 S Ridge, Idaho Falls, ID presented as the applicants. Greg said that the application is for a Midwifery Center. He said that the home is on a corner and offers plenty of parking. Greg stated that they are providing an on-street ADA stall and will provide a ramp to get to the residence. Elan explained that a birthing center is an unaffiliated and unattached home like place where women come for their pre-natal, postpartum, and newborn care where women come to deliver babies in a home like setting. Elan is also the director of a non-profit organization that is trying to collaborate physicians and midwifes together for an improved birth outcome. She said that currently there is no birthing center in the area.

Naysha Foster explained that the applicant is asking for the Board to approve a Conditional Use Permit to convert an existing residence to a business in the TN, Traditional Neighborhood Zone with or without conditions. She said that this property is part of the original townsite. And was annexed in 1907 when the property was zoned residential. Prior to 2018 it was zoned R3A and was changed to TN when the city did the city-wide initiated zone change in April of 2018. Naysha said that an application was submitted on April 17, 2024, and the applicant conducted a neighborhood meeting on April 15, 2024, as required for a CUP application. The applicant is proposing to operate a Midwifery Center. The closest definition for this use is Health Care and Social Services: The use of a site for ambulatory health care services. Health care and social services included offices of dentists; physicians; chiropractors; optometrists; mental health practitioners; physical, occupational and speech therapists; audiologists, outpatient care centers; family planning centers, medical and diagnostic laboratories, imaging centers, kidney dialysis centers; blood and organ banks, and clinics. Health Care and Social Services is a permitted use in the TN Zone. One specific difference for the proposed facility from other Health Care and Social Services listed is the potential for after hours or overnight services. The applicant also identifies evening classes as one of their services. Section 11-3-3 (E)(6) (c) (iii) of the TN Zoning, allows commercial uses with a conditional use permit for parcels that do not have frontage on Elm, Elva, and G Streets, Holmes Avenue, S. Boulevard, and Lomax Street provided that the use is conducted only within an existing building. Any commercial use requiring the construction of a new building for a use not otherwise permitted shall not be permitted. The hours of operation shall follow the commercial standards of Section 11-3-4 (E)(6)(g), hours of operation shall be limited to the hours of 6:00 am to 11:00 pm. Therefore, no clients shall occupy the facility after 11:00 pm. The applicant stated in their application that employees and clients may arrive at the facility at any time for a birth. If this occurs outside the hours of 6:00 am to 11:00 pm this would directly violate the Zoning Code. The hours of operations were set specifically for commercial uses within the TN Zone because of the residential character of the area. This area includes a mix of residential housing types including multiunit and single units. Poitevin Park is also southwest of the property. Commercial uses are present further to the west adjacent to the railroad tracks. Foster said that the required parking is 5 per 1000 square feet of the structure and that on street parking can be counted towards the required parking stalls. Twelve parking stalls are required for the use. The

application does not list the number of employees. The proposed site plan identifies 7 on street parking stalls. It appears that the property includes a two-car garage as well as another parking pad that could provide three additional stalls, if signed employee only. The use is still two parking stalls short of the minimum requirement. Conditional Use Permits are not transferable to other individuals and may not be transferred to other locations. Naysha explained that the applicant compares this operation to a Bed and Breakfast; however, this use does not meet the standards of a Bed and Breakfast or would be considered to be in the same category as a Bed and Breakfast. Proposed landscaping complies with standards set forth in Section 11-4-4 of the Zoning Code. Naysha said that staff recommends the Conditional Use Permit not to be granted, as proposed, without the Board also granting variances for the parking and the hours of operation as they do not meet the minimum requirements of the Zoning Code. A parking variance may be appropriate, if the Board finds that the additional public parking at Poitevin Park is sufficient for the use. Additionally, the applicant has not specified the number of employees or number of clients that might utilize the facility after hours. Instead, they have indicated that employees and clients would arrive at any time. The Board can request additional information in order to make a decision regarding the hours of operation and the potential impact to the residential neighborhood. Staff would also recommend prohibiting the use of the property for classes after 6:00 pm.

Kristi asked if they would also need a variance application along with the Conditional Use Permit? Naysha said that as part of a Conditional Use Permit the Board can grant variances.

Ron asked about potentially using parking along Poitevin Park. Naysha said that there is on street parking along their property which is not enough. She said that they would need to find additional parking onsite, maybe in the two-car garage, or grant a variance allowing parking across the street next to the park. The Board continued to discuss parking.

Trevor would like to know the capacity of the house with clients and staff and questioned if they really need 12 parking stalls.

Elan, the applicant, said that there will be one midwife and one midwifery assistant per birth. She said there would also be the family and could potentially be birth support, a family member or birth partner such as a doula. Therefore, any given family might require 4 parking stalls. They anticipate one to two births per week but have three birthing suites so could have need of 12 parking stalls. Naysha reminded the Board they also need parking for classes. Kristi asked Elan what they thought of using the double car garage for parking? Elan said they would use this for employee parking. She said there is also a covered car port they could use as parking. Elan also said they can park three cars in the driveway comfortably. Ron asked Elan how many people are there during the evenings? Elan said it depends. If there's no baby being born, then no one is there. Elan said it is not manned unless there is a birth or classes taking place. She said babies come when babies come and that is why they are asking for this variance. She said this facility is for low to no risk families. There will be no ambulances called. If a family needs to transport, they would transport in their own vehicles. Ron said but if there is an emergency would they dispatch? Elan said the midwifes are more capable of handling emergencies unless cardiac arrest, which they can also manage, but it would be as if someone were to dispatch an ambulance to their own residence. It happens very infrequently. Naysha stated that you can't grant a variance for hours of operation. Hours of operation for the classes were discussed by the Board and Elan. She said that they like to do classes in the evening from approximately 6:00 to 8:00 pm due to working hours of the clients.

Nathan asked how the Board can approve this if they can't approve a variance for business hours. Naysha stated that they couldn't approve it and that we take their word for it. If the city received a

complaint from a neighbor, the city would investigate and remind them of operating hours. Nathan asked how often they would be there after 11:00 pm? Elan restated that babies come when babies come, and they can't anticipate when families will arrive. They also have families that come from out of town, and they won't kick them out at 11:00 pm. Elan told the Board that babies are born in homes all over our community. Greg Croft stated that it's a strange rule because they could go across the street to an Air BNB and give birth and be okay. He said the zoning doesn't change if a baby is born there. Naysha explained that the zoning does change because it has clear definitions and hours of operation. She said that an Air BNB is defined completely different than a birthing center. Naysha informed the Board that the definition of an Air BNB is that the owner must live in the facility, they can only have so many patrons that can spend the night and must provide one meal per day. Going past the hours of operation throws the business into a completely different category in land use. She said that after 11:00 pm this application is a no go and has to be denied or their clients will have to go to a hospital if after hours.

Mike Kirkham, the City Attorney, clarified that Naysha may be using the incorrect term. Meaning Bead and Breakfast instead of Air BNB. Naysha said that is correct.

Ron stated that there are controllables and un-controllables in life. It appears to him that the one thing that might be controllable in this environment is classes. Would it be reasonable to have cut off times. He questioned if 6:00 pm would be reasonable.

Trevor asked if it would bring them into compliance if they put a disclaimer on their website saying to arrive between 6:00 am and 11:00 pm? The Board discussed and said they would have to be gone by 11:00 pm.

There was no Public Testimony. Nathan Kennedy closed the public hearing

Board Discussion:

Nathan said he liked the idea of the business but doesn't know how they would approve with the time restrictions. Naysha suggested applying the conditions and hoping that they advise their clients accordingly. The Board had a discussion and Trevor made a motion to approve the Conditional Use Permit with the variance allowing them to use the on-street parking along Poitevin Park with the condition they stay within the operating hours of 6:00 am to 11:00 pm, with classes not going past 8:30 pm. The motion was seconded, and it passed unanimously.

There was no further discussion.

Relevant Criteria and Standards will be created and be ready to approve and sign at the next Board of Adjustment meeting.

CUP24-009:

The applicant, Rollie Walker, said that over a year ago the City Council and Zoning asked if U-Pick would change their zoning so they would conform to Ag-tourism. They went through that zoning change and now the city says that U-Pick would need to come to the Board of Adjustment for any adjustments. He said he looked at Tautphaus Park as setting a precedence such as parking, lights, sound, and hours of operation.

Naysha Foster reported that the applicant is seeking to approve a Conditional Use Permit in the LM, Light Manufacturing and Heavy Industrial Zone with requested variances from the required minimum development standards laid out in the Zoning Code, with or without conditions. Foster said that the Board can take the following possible actions:

- To **approve** the CUP with conditions to minimize adverse impacts to the surrounding area, adjacent properties, preserve the harmony of the Zone and avoid conflict with the general characteristics of the area.
- To **table** a decision to a date certain so the applicant can provide additional information, data, studies, or comments necessary to address unresolved off-site impacts and determine compliance with minimum development standards and as requested from the Board.
- To **deny** the application due to unresolved off-site impacts and the lack of code compliance based on the requested variances that will have an adverse impact on the surrounding area, adjacent properties including the harmony of the Zone and general characteristics of the area.

Naysha said that the west half of the property is the result of a Category "A" (requested by the property owner) annexation in 2003 with an initial zoning of I&M and platted in 2003 as part of the McNeil Business Park Subdivision, Division 4. The east half of this property was annexed in 2019. This was a Category "B" annexation. The annexation was initiated by the City and was part of an effort to annex properties that were receiving city services. The initial zone was LC, Limited Commercial, to accommodate the existing residential home and the future development of the property. The continued farming of the pumpkin patch would have been a legal nonconforming use as the property came into the city. Staff is unaware of any approvals for operation of the U-Pick Red Barn from Bonneville County prior to the property being annexed into the City. Historic aerials of the area show an agricultural use of the property through 2016. There do not appear to be any legal non-conforming uses, beyond the farming of the pumpkin patch, on this property that were established legally prior to annexation in the City in 2019. A site plan was approved in May 2022 that included the addition of a silo, bathrooms, and kitchen north of the barn. The applicant has continued to expand the operation. The expansion of the use to the east half of the property was not in compliance with the LC zone. The LC zone allows for indoor amusement centers only and no agriculture tourism or outdoor amusement, as noted in the August 2023 letters from CDS. Earlier this year, the property was rezoned from LC to LM, excluding the residence, to try to bring the use into compliance and allow for additional expansion and development in the LM Zone under Agriculture Tourism. Naysha informed the Board that a conditional use permit application was submitted on April 8, 2024. The purpose of the conditional use permit is to allow Agriculture Tourism in the LM zone, while setting conditions and granting requested variances, if the applicant can show reasonable cause for not meeting the zoning standards. The applicant is proposing the continuation of the current use for retail of pumpkins and fall sundries, the operation of a limited eating establishment and food trucks, and miscellaneous outdoor amusement activities. The operation is generally between September through October. The applicant would like to maintain the current hours of operation between Monday through Saturday from 8:00 am to 11:00 pm. The use also includes candy/pumpkin cannons, fireworks, outdoor music and lighting. The Fire Department is requiring a 26 ft drive aisle from Rollandet Ave. to McNeil Drive. The property owner will be required to dedicate 10 feet of right of way along his property that fronts Rollandet. The application states there are 40 parking stalls on the east side of the property and 25 parking stalls on the west side of the property, however the neither the site plan nor the physical site indicate the location or dimensions of the parking stalls. There are 7 parking stalls along McNeil Drive that can be counted toward the required parking stalls. There is a

lease between the City and Mr. Walker to use unimproved property at the zoo (corner of Softball Drive and Rollandet Ave.) for parking. This property is not improved, as required by the Zoning Code, and parking spaces are not delineated on the property. The applicant estimates parking for approximately 200 vehicles on the city property. The site is within the 600-foot requirement for parking on a separate parcel, Section 11-4-5(A)3. The lease is renewed from year to year. The Zoning Code states that a parking agreement of a minimum of 5 years is required for shared or offsite parking. The zoo director stated that the parking lease will not be renewed in 2 to 3 years as the zoo will be developing that portion of the property. Staff was unable to obtain a signed copy of the lease or receipt of payments for this year. Temporary parking to the west across McNeil Drive is used on an as needed basis for overflow parking. This parking has also not been improved or delineated. According to page 93 of the Parking Generation Manual-Institution of Transportation Engineers, under multi-purpose recreational facility, the site will need approximately 195 parking spaces. The manual requires 16 stalls per 1000 square feet of indoor space and 24 stalls per acre. Staff calculated 7,359 square feet of indoor space, which would require 118 stalls and 77 stalls per outdoor space (24 per acre=3.24 acres). Naysha stated that a site plan is required when there is a change of use or an intensity of use. Since 2020, there have been buildings and outdoor amusement uses added to the property. There have been several violations over the past 4 years, including agriculture tourism or outdoor amusement is not allowed in the LC Zone, hence the zone change to LM. Other violations include the location of a sign in the city right-of-way, an antique pick up and other items have also been placed in the right-of-way. The previous site plan was submitted after a stop work order was issued for a grain silo that was constructed and converted into a kitchen. The site plan did not depict where facilities were on site or show parking. There has been a lack of permits for structures, utilities, and fireworks. Additionally, there is an illegal lot split that needs to be resolved before additional site plan or building permit approvals can be issued. As part of their application the applicant is requesting variances from minimum development standards required by the Zoning Code. The application stated the following requests to reduce the width of the buffer to 15 feet with a 6-foot fence along the north property line, elimination of the landscape buffer around the single dwelling unit on the property as the homeowner does not want to remove the existing fence for visibility reasons. Naysha said that after reviewing the provided site plan, staff has identified the following deficiencies from the Zoning Code that would need to be varied in order to approve the site plan as provided:

- Landscape Buffer: A 30-foot landscape buffer between single-dwelling units and the LM Zone or a 20-foot landscape buffer with an 8-foot opaque fence, with at least five feet tall evergreen trees spaced at 20-foot intervals.
- Internal Landscaping: The property requires 20% internal landscaped area or 28,227 square feet. The internal landscape area is required to include one tree per 5,000 square feet and 2 shrubs for each tree. The site is required 6 trees and 12 shrubs.
- A 15 ft landscape buffer is required along public streets with street trees at 40-foot centers. This would include 5 trees along McNeil Drive and 3 trees along Rollandet Ave.
- Section 11-4-5(F)(7) requires all accesses, driveways, drive aisles and parking lots to be developed and maintained with asphalt, concrete or other types of hard surface material as approved by the Zoning Administrator and City Engineer. The applicant is asking for a variance to use gravel for onsite parking.
- Allow parking on a separate parcel to be unimproved according to the requirements of Section 11-4-5(F)(7) requiring a hard dustless surface.
- Allow required parking agreement for parking on a separate parcel to be for less than 5 years.

Naysha told the Board that staff would not recommend approval of the requested landscaping and buffer variances. Landscape and buffer standards were developed specifically to allow commercial uses and residential uses to be in closer proximity together. Naysha said that the following minimum conditions would need to be met:

- Resolve the sign violation by moving the sign outside of the city right-of-way.
- Resolve the illegal lot split.
- Identify parking on required site plan with 9 x 20 ft dimensions, drive aisles and width of drive aisles.
- Identify parking stalls on site with tire stops.
- Submit executed parking lease with number of parking spaces and proof of payment for off premise parking.
- Sign and clearly mark fire access road through the property and keep clear at all times.
- Obtain site plan approval showing an accurate depiction of the site prior to opening to the public.
- Obtain all required building permits, inspections, and final sign offs prior to opening to the public.
- Obtain other necessary permits through the Fire Department and Public Works prior to opening for the public.

Additional Conditions for Consideration:

- Restrict the hours of operation to resolve noise and lighting impacts.
- Operating with ticket sales or reservations to limit the number of patrons at one time to reduce the amount of traffic issues and parking.
- Prohibit the use of cannons, fireworks, and outdoor music, etc. to reduce noise impacts to surrounding area.

Trevor wanted clarity about the existing house on premise wanting to remove the buffer, but it appears that a buffer already exists with a fence and trees. Naysha explained that there is a six-foot fence and a few trees, but it does not meet current standards.

Leslie Folsom, 2750 Sawtooth Street, Ammon, ID. Leslie said that she is speaking on the behalf of the Thayer Bridge subdivision. She said the biggest issue is parking. During the time of operation, it becomes extremely hazardous. It is very heavy traffic with a non-developed road. During the neighborhood meeting they were asking Rollie Walker for a reduction in the hours of operation. They also asked him to turn the speakers away from the subdivision and move the slide so it's not looking down in the backyards of Thayer Bridge. The neighbors have also asked to adjust the lighting so it's not so bright. Leslie asked the Board to restrict the hours to 9:00 pm, but a main issue would be to have the noise addressed as the cannons are very loud. Leslie asked the Board to consider having the parking be in the property the Walkers own across the street on McNeil instead of off Rollandet.

Sheryl Ashment, 3050 Thayer Bridge Circle, Idaho Falls, ID, said that Rollandet is a county road and not built to support the parking and traffic that U-Pick brings. Sheryl would like to see the entrance moved from Rollandet to McNeil. This would be safer for children and the public.

Rene Miller, 3182 Thayer Bridge Circle, Idaho Falls, ID. Renee is on the HOA Board and said that there are 10 homes that back up to the storage unit facility, that's right next to U-Pick. She said those ten homeowners are most impacted by the noise and the lights. The storage units are just metal buildings

with no buffering. The main point is that during the neighborhood meeting the site plan wasn't complete. It's very hard to make determinations without a complete site plan. Rene's recommendation would be to have a completed site plan prior to any decisions being made. There is also a train ride that runs through the property and Rene would like to see where the train will be running on the site plan.

Betty Heath, 2970 Thayer Bridge Circle, Idaho Falls, ID, said that their sliding glass door looks out at the site in question. She said she loves the site of the red barn, silo, and windmill. However, the slide looks right down into her backyard. She would like to see the slide moved so people are not looking into her back yard and invading their privacy.

Jeffrey Joe, 2974 Thayer Bridge, Idaho Falls, ID, stated that his back yard faces the U-Pick Red Barn. Jeffrey feels like this is a good thing for the community. He clarified that the property across McNeil from the U-Pick Red Barn is owned by Kurt Burns, not the Walkers. Jeffrey has compassion for the board knowing they are trying to balance a lot of considerations like requirements for zoning laws and considerations for conditions. He said that according to the comments from staff, there are many issues with this property. He thinks the Board should think carefully about how many conditions they would need to impose or apply conditions on in order to make this happen.

Rollie Walker rebutted and said that the U-Pick Red Barn has been there for 18 or 19 years. U-Pick paid to build McNeil Drive. Rollie lives on S Boulevard and 21st Street. He hears all the music, all the speakers, all the microphones and likes it. He drives Rollandet every day. The street is lined with cars from people playing baseball at the ball diamonds. U-Pick is only open 6 weeks and can't afford to widen streets and pave parking lots. They don't operate this for the money, they do it for the happiness. Parking is an issue. The city came to him several years ago and said parking is an issue and offered their parking lot. They go to great lengths to be safe. They haven't had an accident. They go the extra mile and don't cut corners. They want to be able to comply. They didn't put the zoning, that was placed upon them. They didn't ask for the zone change, that was out upon them. After the zoning was forced on them, they were forced to come up with compliances that seemed like a long list. In the spirit of wanting to provide one of the only Halloween holiday festival activities for families they want to comply. The lighting is just enough that people don't fall, they have food, so people don't have to leave the site to feed the family. Rollie understands that Thayer Bridge would like them to have different hours. He discussed the process of the business and are asking for variance if needed. Rollie was not aware of the non-conforming lot and will get that changed. The city gave them a violation for the sign, and they moved it. They hired a sign company, measured the buildings and the sign, and gave him a permit signed by the city. They out the sign back exactly where it was originally. He listens to the complaints and knows they are resolvable. Rollie is asking the Board to help them comply. To give them the permits and variances they need.

Ron asked Rollie if they own or lease the property on the west side of McNeil, where they grow the pumpkins. Rollie stated that the land is owned by Kurt Burns, and he lets them grow the pumpkins there, so they don't have to transport so far. He also said when Boo at the Zoo happens, they use the field on McNeil for parking. However, when there's still pumpkins growing, they can't use it for parking, so they use the zoo property.

Naysha explained the reason for the zone change. She said that when it was annexed into the city it was zoned LC. This made the pumpkin patch grandfathered into the zone. When they started adding more of the ag-tourism activities the city recommended that they change the zone to LM because ag-tourism is allowed in that zone with a Conditional Use Permit.

Trevor asked for clarification about the illegal lot split. Mike Kirkham explained what that meant and how to remedy this in the future.

There was no other Public Testimony. Nathan Kennedy closed the public hearing

Board Discussion:

Kristi's concern is they are lacking a huge amount of information from the applicant. She does not feel that what they're seeing is a clear picture. The city has been pushing compliance for years, but as the landowners it's their responsibility to comply. Kristi would like to see it tabled until they get more information.

The Board had a discussion of what they would like to see prior to making a decision. The Board unanimously voted to table the Conditional Use Permit until the next meeting on Thursday, June 27, 2024, and requested the following information from the applicant:

- Resolve the sign violation by moving the sign outside of the City right-of-way on Rollandet and show the location on the site plan.
- Explain how the illegal lot split will be resolved prior to any improvements on the property.
- Submit an accurate site plan showing the location, dimensions and height of current and future buildings and current and future amusement structures.
- Submit a site plan that delineates parking with dimensions, drive aisles with dimensions and an accurate number of onsite parking. Explain how parking will be delineated on site.
- Submit a site plan with the requested variances and what can be provided in an attempt to meet zoning standards as much as possible and explain why the full standards of zoning requirements could not be met.
- Show proposed landscaping along both public streets on the site plan.
- Show proposed landscape buffer from residential uses on the site plan, with the exception of the home that is on site.
- Explain how the fire lane will be identified on site and a plan to keep the fire lane clear at all times.
- Submit an executed parking lease with accurate parking calculations for the maximum amount of time the Zoo is willing to lease the property.
- Submit a parking agreement with accurate parking calculations with the property owner, Mr. Burns on the west side of McNeil Dr.

There was no further discussion.

Adjourn: Nathan adjourned the meeting at 2:43 p.m.

Respectfully Submitted, Ann Peterson, Recording Secretary

REASONED STATEMENT OF RELEVANT CRITERIA AND STANDARDS

A CONDITIONAL USE PERMIT FOR AGRICULTURE TOURISM IN THE LM, LIGHT MANUFACTURING AND HEAVY INDUSTRIAL ZONE

WHEREAS, the applicant filed an application for the Conditional Use Permit on April 8, 2024; and

WHEREAS, this matter came before the Idaho Falls Board of Adjustment during a duly noticed public hearing on May 23, 2024; and

WHEREAS, having reviewed the application, including all exhibits entered and having considered the issues presented:

I. RELEVANT CRITERIA AND STANDARDS

1. The Board of Adjustment considered the request pursuant to City of Idaho Falls Comprehensive Plan, City of Idaho Falls Zoning Ordinance, City of Idaho Falls Subdivision Ordinance, the Local Land Use Planning Act, and other applicable development regulations.
2. The property is currently zoned LM, Light Manufacturing and Heavy Commercial. Agriculture Tourism is allowed in the LM zone with a Conditional Use Permit.
3. Resolve the sign violation by moving the sign outside of the City right-of-way on Rollandet and show the location on the site plan.
4. Explain how the illegal lot split will be resolved prior to any improvements on the property.
5. Submit an accurate site plan showing the location, dimensions and height of current and future buildings and current and future amusement structures.
6. Submit a site plan that delineates parking with dimensions, drive aisles with dimensions and an accurate number of onsite parking. Explain how parking will be delineated on site.
7. Submit a site plan with the requested variances and what can be provided in an attempt to meet zoning standards as much as possible and explain why the full standards of zoning requirements could not be met.
8. Show proposed landscaping along both public streets on the site plan.
9. Show proposed landscape buffer from residential uses on the site plan, with the exception of the home that is on site.
10. Explain how the fire lane will be identified on site and a plan to keep the fire lane clear at all times.
11. Submit an executed parking lease with accurate parking calculations for the maximum amount of time the Zoo is willing to lease the property.
12. Submit a parking agreement with accurate parking calculations with the property owner, Mr. Burns on the west side of McNeil Dr.
13. The Board of Adjustment could not determine if the Conditional Use conforms to the requirements of the Comprehensive Zoning Code as well as the Comprehensive Plan due to the lack of information on the application, in presentation, and on site plan.

II. DECISION

Based on the above Reasoned Statement of Relevant Criteria, the Board of Adjustment of the City of Idaho Falls tabled the Conditional Use Permit for U-Pick Red Barn as presented.

PASSED BY BOARD OF ADJUSTMENT OF THE CITY OF IDAHO FALLS

THIS 27th DAY OF June, 2024

Nathan Kennedy - Chair

Planning Division
Office (208) 612-8276
Fax (208) 612-8520

Building Division
Office (208) 612-8270
Fax (208) 612-8520

IDAHO FALLS

Application for Conditional Use Permit

Filing Fee: $225.00 - Planning Commission or City Council
$325.00 - Both
$ 50.00 - Advertising

Applicant Information		
Representing Company: CR Pumpkins, LLC		
Contact Name: Rollie Walker		Phone: 208-243-0725
Address: 1070 Riverwalk Dr. Ste. 200		Fax:
City: Idaho Falls, Id.	State: ID	Zip: 83402
Email: rolliewalk@gmail.com / ashindlur@outlook.com		
Owner Information (if other than applicant)		
Name:		Phone:
Address:		Fax:
City:	State:	Zip
Email:		
Planning Information		
Project Name: U-Pick Red Barn		
Project Location: 2726 Rollandet		
Current Zone(s): rezoned to LM		
Comprehensive Land Map Use Designation: agrotourism		
Gross Area (total acres):		
Intent of Conditional Use Permit: to be held to same standard as Tautphus Park for intent of agrotourism		
Fees		
Application Filing Fee(s): Due at time application is submitted Advertising Fee: $ 50.00 Application Fee: $225.00 Planning Commission or City Council $325.00 Both		
Signature of Applicant(s)		
		Date: 3/04/2024
		Date:

Site Plan Requirements

All site plans shall be drawn on a sheet obtained from the City of Idaho Falls Engineering Department or a computer generated sheet using the template disk provided by the City of Idaho Falls Engineering Department.

[ ] Name, telephone number, and email address of site plan contact person.

[ ] A clean, legible, site plan on 24" x 36" sheet(s).

[ ] A digital version of the site plan in .dxf or .dwg format.

[ ] Standard engineering scale of drawing, 1" = 20' or 1" = 100' for legibility.

[ ] North Arrow.

[ ] Legal description.

[ ] Address of proposed building site.

[ ] Street names.

[ ] Street and alley right-of-ways.

[ ] Utility easements.

[ ] Existing and proposed public improvements, all utilities including location and size of proposed service water and sewer lines.

[ ] Size and location of existing or proposed building and structures.

[ ] Distances from buildings to rights-of-way, easements and lot lines.

[ ] Existing and proposed access points, including dimensions.

[ ] Location of sidewalks and pedestrian ways.

[ ] Location, size and type of fences and walls.

[ ] Parking area layout including loading area with dimensions of parking stalls and drive aisles and parking area lighting system.

[ ] Storm drainage from the roof and parking lot areas.

[ ] Exterior lighting fixtures with type, dimensions and foot candles.

[ ] Landscaping layout with type and dimensions of landscape materials.

[ ] Type, dimensions, and location of existing and proposed public and private signs.

[ ] Garbage dumpster location, must have 8' x 8' inside diameter per container.

[ ] All existing or proposed fire hydrant locations within 1000' of development or distance in feet to nearest hydrant and Fire Department Connection (FDC).

[ ] Affidavit of Legal Interest.

Owner or representative is responsible for the verification of all existing utilities, easements, rights-of-way and other features shown on the site plan. The owner shall be responsible for notification of other utilities; gas, phone, television, etc.

[ ] Time, date and location of the Neighborhood Meeting.

[ ] Names and addresses of property owners to whom notice was sent.

[ ] Names and addresses of all attendees.

[ ] Summary of comments, suggestions and discussions. (A verbatim transcript of the Neighborhood Meeting **is not** required nor is a video and/or audio tape (unless the applicant wishes to submit it).

[ ] Applicant's response to comments, suggestions and discussion, including and modifications made or intended to be made to the project proposal/application as a result of the Neighborhood Meeting comments.

[ ] Materials utilized or submitted (including plans, proposals, designs, power point presentations, maps, handouts, petitions, letters, studies, etc.) shall be submitted with the application for the related project(s). The summary of comments, suggestions and discussion should be extensive enough to allow the reader to understand what occurred.

[ ] Notice of Hearing.

U Pick
RedBarn

Dear neighbor,

We invite you for another meeting to discuss our site plan. Please join us Thursday April 4th at 6:00pm. The meeting will be held in the conference room at I.E. Productions 2975 McNeil Dr. Idaho Falls. If you are unable to attend but would like to participate please email ashindur@outlook.com by April 4th.

Sincerely, Rollie Walker and Preston Walker DBA U-Pick Red Barn

Please · Sign · In

Name	Phone	Email Address
Sheryl Ashment	208-419-6894	sheryl.ashment@yahoo.com
LESLIE FOLSOM	208-705-0434	RLFOLSOM2750@YAHOO.COM
Deborah Anderson	" 200-1489	[illegible]
Vicki Mottach	208 709 2997	vmotlach@gmail.com
Randy Dixon	208 529-5688	Randy L Dixon 540@Gmail.com
Bob Nobles	208-243-3929	codjor3026@gmail.com
René Miller	208-220-9480	rmkmiller91@gmail.com
Betty Heath	208 569-3426	heathbetty52@gmail.com
[illegible]	208 307-8674	tom.park@tkcontractors.com
Jeffrey C Joe	208 521-4886	jeffrey.c.joe@gmail.com

Thank · you · for · Attending

COMMENTS

Name: Betty Heath

Email: heathbetty52@gmail.com

Parking - more signs
change address on Google to McNeil Dr.

Microphone / music - noisy - decibel meter should help
Can you check with us about the noise level?
Love it! Fireworks for those who have lost a child.
Sound - muffle sound -
Cannons -

Slides - The tallest slide would be best toward McNeil Dr. for the privacy of Thayer Bridge Units.

I would love to come and see the slide and check out the area. Thank you for all the invitations to come and eat, play, etc. You have a wonderful funland!

COMMENTS

Name: LESLIE FOLSOM

Email: RLFOLSOM2750@yahoo.com

I can appreciate anything ROLLIE is doing, however, the issues we are these 8.

1- PARKING- suggested use land off MCNEIL

2- SOUND- REDIRECT SPEAKERS

ADD SOUND DAMPENING BY STORAGE UNITS-

3- HOURS OF OPERATION END AT 9PM

COMMENTS

Name: Sheryl Ashment
Email: sheryl.ashment@yahoo.com

Thayer Bridge HOA was not notified again. Daughter stated she'd mailed everyone & only one found was in the ~~Payment~~ HOA drop box.
Pictures that will be presented to Board of Adjustment/City don't show Thayer Bridge HOA or Rollandet Drive.
Loudspeakers directed away. Buffers between Storage & Thayer Bridge.
Parking off of Rollandet
Renting out. Patch during summer so not just 6 wks.
Entrance & parking off Rollandet on McNeil most important
Hours of operation to 9p & 10p needs shortened.

Owner	Additional	Mailing Ad	Mailing City	Mailing State	Mailing Zip Code	
BURNS COI		2385 GALL	IDAHO FALLS,	ID	83402	
CARSTENS	CARSTENS	2636 S ROL	IDAHO FALLS,	ID	83402	
BATES EVA		2668 S ROL	IDAHO FALLS,	ID	83402	
BATES EVA		2668 S ROL	IDAHO FALLS,	ID	83402	
CITY OF I F		PO BOX 50	IDAHO FALLS,	ID	83405	50220
WALKER PF	WALKER KA	124 E 25TH	IDAHO FALLS,	ID	83404	
WALKER PF		124 E 25TH	IDAHO FALLS,	ID	83404	
OLD FAITHI		PO BOX 72	WORLAND,	WY	82401	726
CITY OF I F		PO BOX 50	IDAHO FALLS,	ID	83405	
CITY OF I F		PO BOX 50	IDAHO FALLS,	ID	83405	
FLYING HO		2975 MCNI	IDAHO FALLS,	ID	83402	Flying Horse Ventures
SCG TPS LLC		1330 W SU	SAINT GEORGE,	UT	84770	1330 W. Sunset Blvd Ste G.
OLD FAITHI		PO BOX 72	WORLAND,	WY	82401-0726	
FLYING HO		2975 MCNI	IDAHO FALLS,	ID	83402	
TBI SUPERV		1070 RIVEF	IDAHO FALLS,	ID	83402	
WALKER PF	WALKER KA	124 E 25TH	IDAHO FALLS,	ID	83404	
WALKER PF	WALKER KA	124 E 25TH	IDAHO FALLS,	ID	83404	
WALKER PF	WALKER KA	124 E 25TH	IDAHO FALLS,	ID	83404	
BURNS COI		2385 GALL	IDAHO FALLS,	ID	83402	
BURNS COI		2385 GALL	IDAHO FALLS,	ID	83402	
BURNS COI		2385 GALL	IDAHO FALLS,	ID	83402	
BURNS COI		2385 GALL	IDAHO FALLS,	ID	83402	
BURNS COI		2385 GALL	IDAHO FALLS,	ID	83402	
CITY OF IDA		PO BOX 50	IDAHO FALLS,	ID	83405-0220	
THAYER BR		3144 THAY	IDAHO FALLS,	ID	83402	Thayer Bridge Homeowners Association Thayer Bridge Circle
MILLER ALI	CE	2998 THAY	IDAHO FALLS,	ID	83402	
MORISHITA	MORISHITA	2994 THAY	IDAHO FALLS,	ID	83402	
HEITKAMP	OTT SUSAN	2990 THAY	IDAHO FALLS,	ID	83402	Robert Heithamp, Susan Ott
SENSENBA	SENSENBA	2986 THAY	IDAHO FALLS,	ID	83402	William Sensenbach
DANIELSON	DANIELSON	5300 WASI	HOLLYWOOD,	FL	33021	William & Noreen 2978 Thayer
JOE JEFFREY		2974 THAY	IDAHO FALLS,	ID	83402	
HEATH GEF	HEATH BET	2970 THAY	IDAHO FALLS,	ID	83402	Betty & Gerald
WITT CHAN	DRA	2966 THAY	IDAHO FALLS,	ID	83402	

shannon & willie

Brian & christine

3 copies sent

letters sent & postmarked 3/19/24 for April 4th meeting.
Alison Shinduling & Cindy Curra

hand delivered 12/20/23 & postmarked 12/20/23 letters mailed

Alison Shinduling

Highway 9 29622 Thaus

ANDERSON 10601 HIGI BENTON, AR 72019 Mathew

SCHWARZ I 365 9TH ST IDAHO FALLS, ID 83404 Lynne

Meeting Takeaway Notes

- Will place parking signs entire 6 weeks of operation directing traffic to McNeil Dr. freeing Rollandet of excess traffic and congestion.
- Will order an additional dumpster during season and place many more garbage cans to reduce clutter to surrounding properties.
- We and specifically the neighbors in Thayer Bridge would like to request the speed limit reduced to 25MPH during season.
- Will keep microphone volume at a tolerable level
- Will be conscientious of appropriate noise levels and times
- Adress will be changed on website to McNeil to aide in directing parking off Rollandet.

Great Meeting! Very Positive

Board of Adjustment

May 23, 2024
12:15 p.m.

City of Idaho Council Chambers
680 Park Ave

Agenda

Minutes: January 25, 2024

Public Hearings:

CUP24-002:	Conditional Use Permit to convert an existing residence to a business in the Traditional Neighborhood Zone for the Beautiful People, beauty services.
APPLICANT:	The Beautiful People
LOCATION:	460 W 18th Street
CUP24-010:	Conditional Use Permit to convert an existing residence in the TN, Traditional Neighborhood Zone to a commercial use of a Midwifery
APPLICANT:	Resin Architecture
LOCATION:	378 S Ridge Avenue
CUP24-009:	Conditional Use Permit for Agricultural Tourism in the LM, Light Manufacturing and Heavy Commercial Zone with a request to waive or reduce minimum development standards
APPLICANT:	Rollie Walker, U-Pick Red Barn
LOCATION:	2726 Rollandet Avenue

Idaho Falls believes in public participation and has identified two methods of participation.

1. Live Meeting Attendance: Members of the public may attend and provide testimony in person.
2. Email: Public comments may be shared with the Planning Board via email at nfoster@idahofallsidaho.gov. Emails or other written testimony must be received no later than 5:00 p.m. on the Monday prior to the meeting.

To assure completion of the agenda, the Chairperson may impose reasonable time limits on the statements and evidence given. Individual members of the Board of Adjustment should not be contacted outside the formal hearing process. Public hearing items are subject to change. If you have interest in a specific item, please contact the Planning Office at 612-8799. Staff reports are available by 3:00 p.m. the Friday prior to the public hearing. If you wish to receive a copy of the staff report, please call 612-8799 after 3:00 p.m. or email apeterson@idahofallsidaho.gov. If you need communication aids or services or other physical accommodations to participate or access this meeting or program of the City of Idaho Falls, you may contact Ann Peterson at 612-8799 or the ADA Coordinator, Lisa Farris at 612-8323 and every effort will be made to adequately meet your needs.

IDAHO FALLS

CONDITIONAL USE PERMIT
NOTICE OF PUBLIC HEARING
IDAHO FALLS BOARD OF ADJUSTMENT

Notice is hereby given that a Public Hearing will be held by the Idaho Falls Board of Adjustment on **Thursday, 5/23/2024**, at **12:15 PM** in the **City Council Chambers**, 680 Park Ave, Idaho Falls, ID to Consider:

PROJECT INFORMATION:

Project Description:	A Conditional Use Permit for Agriculture Tourism in the LM, Light Manufacturing and Heavy Commerical Zone with a request to waive or reduce minimum development Standards.
Project File No.:	CUP24-009
Applicant:	Rollie Walker, U-Pick Barn
Project Location:	2726 Rollandet Avenue, located north of Sunnyside Road, east of McNeil Drive, south of 25th Street, west of S Rollandet Avenue.

PROJECT SUMMARY:

A Conditional Use Permit for Agriculture Tourism in the LM, Light Manufacturing and Heavy Commerical Zone with a request to waive or reduce minimum development Standards for U-Pick Pumpkin Patch. For more information regarding Conditional Use Permit criteria see Section 11-6-5(B) of the Comprehensive Zoning Code by going to the City website: www.idahofallsidaho.gov.

BASIS FOR BOARD OF ADJUSTMENT CONSIDERATION INCLUDES BUT ARE NOT LIMITED TO:

Conditions to minimize any adverse impacts including but not limited to	*NOTE:* Public testimony should be associated to policies of the Comprehensive Plan and Zoning Ordinance. Petitions, opinions and repetitive testimony is discouraged. When testifying, know the law, be informed and speak on point. Traffic concerns and issues are addressed by the City Engineer.
Hours of operation	
Environmental effects	
Landscaping	

The purpose of the public hearing is not to be a forumn for questions and answers, but to provide testimony regarding the application. If you have questions regarding the application please contact the Planning Division prior to the hearing.

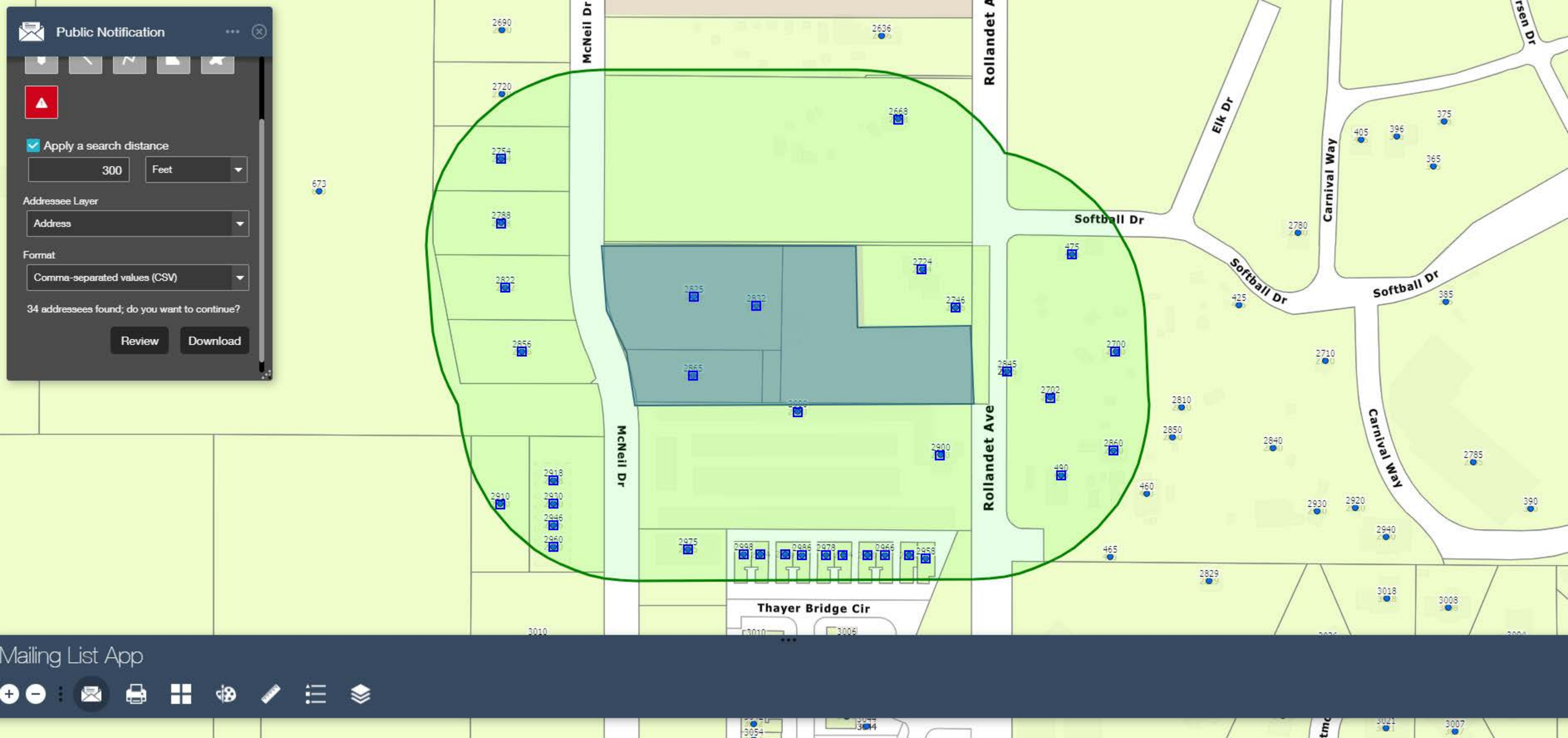
PUBLIC COMMENT:

Written comments on the application must be received at the Planning Division, 380 Constitution Way, Idaho Falls, ID 83402 or by emailing nfoster@idahofalls.gov no later than 5:00 p.m. on the Friday prior to the meeting. The public will have the opportunity to provide testimony in person at the public hearing. The Chairperson may impose reasonable time limits on testimony.

Adjacent property owners are notified of this hearing and may present evidence or testimony concerning the above request. Procedures and suggestions for testifying can be viewed at https://tinyurl.com/How-to-Testify or by visiting our office. Individual members of the Commission should not be contacted outside of the formal hearing process. Staff reports are available by 3:00 p.m. the Friday prior to the public hearing. If you wish to receive a copy of the staff report, please call 612-8276 after 3:00 p.m. or email apeterson@idahofalls.gov.

ADA ASSISTANCE:

If you need communication aids, services, or other accommodations to participate, please call us at 612-8276 with your needs at least three (3) days prior to the meeting so we can assist you.


Public Notification
Apply a search distance
300
Feet
Addressee Layer
Address
Format
Comma-separated values (CSV)
34 addressees found; do you want to continue?
Review
Download
McNeil Dr
Rollandet Ave
Softball Dr
Elk Dr
Carnival Way
Thayer Bridge Cir
Mailing List App

ANDERSON MATTHEW T AND KANE SADIE P THE 2020 TRUST AGREEMENT
10601 HIGHWAY 9
BENTON, AR 72019

BATES EVA JEAN
2668 S ROLLANDET AVE
IDAHO FALLS, ID 83402

BURNS CONCRETE INC
2385 GALLATIN AVE
IDAHO FALLS, ID 83402

CARSTENS WILLIE
2636 S ROLLANDET AVE
IDAHO FALLS, ID 83402

DANIELSON WILLIAM F
5300 WASHINGTON ST APT R108
HOLLYWOOD, FL 33021

FLYING HORSE VENTURES LLC
2975 MCNEIL DR
IDAHO FALLS, ID 83402

HEATH GERALD
2970 THAYER BRIDGE CIR
IDAHO FALLS, ID 83402

HEITKAMP ROBERT C JR
2990 THAYER BRIDGE CIR
IDAHO FALLS, ID 83402

JOE JEFFREY
2974 THAYER BRIDGE CIR
IDAHO FALLS, ID 83402

MILLER ALICE H
2998 THAYER BRIDGE CIR
IDAHO FALLS, ID 83402

MORISHITA BRIAN
2994 THAYER BRIDGE
IDAHO FALLS, ID 83402

OLD FAITHFUL BEVERAGE CO
PO BOX 726
WORLAND, WY 82401

SCG TPS LLC
1330 W SUNSET BLVD STE G
SAINT GEORGE, UT 84770

SCHWARZ LYNNE ANN
365 9TH ST
IDAHO FALLS, ID 83404

SENSENBACH WILLIAM L
2986 THAYER BRIDGE
IDAHO FALLS, ID 83402

TBI SUPERVISION LLC
1070 RIVERWALK DR SUITE 200
IDAHO FALLS, ID 83402

THAYER BRIDGE HOMEOWNERS ASSOC
3182 THAYER BRIDGE CIR
IDAHO FALLS, ID 83402

WALKER PRESTON
124 E 25TH ST
IDAHO FALLS, ID 83404

WITT CHANDRA
2966 THAYER BRIDGE
IDAHO FALLS, ID 83402


PUBLIC
HEARING
For more information
208-612-8276

STAFF REPORT

CONDITIONAL USE PERMIT FOR AGRICULTURE TOURISM IN THE LM, LIGHT MANUFACTURING AND HEAVY COMMERCIAL ZONE

JUNE 27, 2024

IDAHO FALLS

Community Development Services

Applicant: Rollie Walker

Location: 2724 S Rollandet Avenue Generally, north Sunnyside Road, east of McNeil Drive, south of 25th Street, west of Rollandet Avenue.

Size: Approximately 3.24 acres.

Existing Zoning: LM, Light Manufacturing and Heavy Commercial

Future Land Use Map: Industrial

Attachments:

1. CUP Standards
2. Site Plan
3. Maps and Aerial Photos
4. Correspondents regarding violations
5. Historic Photos

Requested Action: To approve a Conditional Use Permit in the LM, Light Manufacturing and Heavy Industrial Zone with requested variances from the required minimum development standards laid out in the Zoning Code, with or without conditions.

Possible Board Actions:

- To **approve** the CUP with conditions to minimize adverse impacts to the surrounding area, adjacent properties, preserve the harmony of the Zone and avoid conflict with the general characteristics of the area.
- To **table** a decision to a date certain so the applicant has another opportunity to provide the requested information from the Board that is lacking on the currently submitted site plan and explain why the applicant cannot meet the minimum standards of the Zoning Code.
- To **deny** the application due to unresolved off-site impacts and the lack of code compliance based on the requested variances that will have an adverse impact on the surrounding area, adjacent properties including the harmony of the Zone and general characteristics of the area.

Staff Comments: On May 23, 2024, the Board of Adjustment unanimously voted to table the conditional use permit for U-Pick Red Barn as presented for additional information. On June 10th the applicant submitted the following responses to the requested information from the BOA.

- **Resolve the sign violation by moving the sign outside of the City right-of-way on Rollandet and show the location on the site plan.** The Applicant claims the sign permit was properly permitted to be placed in the same location of the spot of violation but proposes to relocate the sign when Rollandet is widened. The applicant states the relocation of the sign at this time will conflict with power poles and power lines and gas lines.
  Staff did approve the sign permit from 2021 based on the site plan that was submitted showing it on the applicants' property and not in the right of way. The Board of Adjustment does not have the ability to approve location of the sign within the public right-of-way as requested. Additionally, moving the sign out of the right-of-way to the west will move the sign further away from power poles and utility lines in the right-of-way, see attached photo.
- **Explain how the illegal lot split will be resolved prior to any improvements on the property. This has been resolved.**
  The County Assessor's GIS department did not add that portion of the property to the subdivided lot when it was platted, because they did not know the property had been conveyed to Mr. Walker from the Monsons at the time of subdividing the property. This will be corrected as soon as possible by the County Assessor's Office.

- **Submit a site plan that delineates parking with dimensions, drive aisles with dimensions and an accurate number of onsite parking. Explain how parking will be delineated on site.** The applicant has explained that onsite parking will be delineated with straw bales and will consider tire stops. There will be offsite parking on Rollandet, McNeil Dr, the Zoo, and Kirk Burns Property. Rollandet has not been improved to accommodate street parking on either side of the street. The East side of the street was widened for a walk path that was constructed by Public Works in 2021 with grant money specifically for a walk path. Site Plan that was submitted does not show parking dimensions, drive aisle dimensions off site. No parking is shown on site. Parking is shown up and down both sides of McNeil Dr on the updated site plan In terms of meeting the properties minimum parking requirement the applicant can only count the amount of parking spaces along his frontage of McNeil, which appears to be approximately 10 spaces excluding driveway accesses. McNeil Drive is improved with curb and gutter with few developed uses in this area so on street parking is likely to be available. Sidewalks are not present. McNeil Drive is a commercial road within an industrial area which could conflict with pedestrian traffic. The use has been designed to front off of Rollandet. If the Board is comfortable with McNeil Drive being used for parking, they could require signage be placed on the property or within the city parking area that would clearly direct people to additional parking along McNiel Drive. If the parking on city property is only going to be available for another year or two and the applicant's alternative plan is to provide parking off of McNeil Drive then it would be appropriate for users to get use to accessing the property from McNeil Drive. Also, the applicant is counting parking that is blocking the access to the onsite parking he is counting on the west side of the property, as mentioned in the text but is not on the site plan.
- **Submit a site plan with the requested variances and what can be provided in an attempt to meet zoning standards as much as possible and explain why the full standards of zoning requirements could not be met.** The site plan that was submitted does not show requested variances.
- **Show proposed landscaping along both public streets on the site plan.** The applicant is asking that this be waived completely. The applicant would like the public to see the attractions.
- **Show proposed landscape buffer from residential uses on the site plan, with the exception of the home that is on site**. The Applicant is proposing the landscape buffer from the residence that is not onsite remain as is. There is a 15 ft buffer of trees and chain link fence. The applicant is claiming that they do not want to remove the trees. The Ordinance requires a 30 ft landscape buffer with 5 ft tall evergreen trees spaced every 20 ft. This area would also include ground cover and shrubs, OR a 20 ft buffer with the above-mentioned landscape materials with an 8 ft opaque fence. The evergreens and additional landscaping could be included with the existing trees. The variance for the buffer between U-pick and the residence would include a 15 ft variance without the 8ft opaque fence or a 5 ft variance with the 8 ft opaque fence.
- **Submit an accurate site plan showing the location, dimensions and height of current and future buildings and current and future amusement structures.** Site Plan that was submitted does not show current or future amusement structures.
- **Explain how the fire lane will be identified on site and a plan to keep the fire lane clear at all times**. The applicant indicates that there is a specific plan for the fire lane as recommended by the Fire Marshal. This plan is shown on the site plan and the address for U-Pick will be from McNeil instead of Rollandet. The site plan that was submitted does not show a recommended plan for fire lane or how applicant will keep it clear at all times.
- **Submit an executed parking lease with accurate parking calculations for the maximum amount of time the Zoo is willing to lease the property.** The applicant submitted an executed parking agreement from the Zoo for 2022 and 2023. Mr. Walker met with Zoo staff and was informed they can only commit to a one-year lease at a time. I spoke with Tim at the Zoo and he verified the meeting, confirmed the information and stated he has not heard back from Mr. Walker to execute the lease for the 2024 season.
- **Submit a parking agreement with accurate parking calculations with the property owner, Mr. Burns on the west side of McNeil Dr**. No parking agreement was submitted.

Recommended Conditions:

- Resolve the sign violation by moving the sign outside of the City Right of Way asap.
- Identify parking on required site plan with 9 x 20 ft dimensions, drive aisles and width of drive aisles.
- Submit executed parking lease with number of parking spaces and proof of payment for off premise parking.
- Sign and clearly mark fire access road through the property and keep clear at all times.
- Obtain site plan approval showing an accurate depiction of the site prior to opening to the public.
- Obtain all required building permits, inspections and final sign offs prior to opening to the public.
- Obtain other necessary permits through the Fire Department and Public Works prior to opening for the public.

Throughout the application and documents the Mr. Walker indicates that the season is Six weeks from September 14th to October 31st, however, has verbally told City Staff the plan is to open in August.

COMPREHENSIVE ZONING ORDINANCE

Conditional Use Permit

11-6-5 (B) Conditional Use Permit.

(1) The City Council, Board of Adjustment or Planning and Zoning Commission shall approve or deny a conditional use permit application and shall issue written Reasoned Statements of Relevant Criteria and Standards and in accordance with Idaho Code.

(2) In the event an application is denied, the City Council, Board of Adjustment or Planning and Zoning Commission may make recommendations to the applicant or set forth conditions under which it would approve the application and the applicant may resubmit their application.

(3) In addition to the conditions specified by the Zoning Code for conditional uses in each particular Zone, the City Council, Board of Adjustment, or Planning and Zoning Commission may impose additional conditions, including, but not limited to:

(a) Minimizing adverse impact on other developments or adjacent properties.

(b) Controlling the sequence and timing of development.

(c) Controlling the duration of development.

(d) Assuring the development is maintained properly.

(e) Designating the exact location and nature of development.

(f) Requiring landscaping of on-site or off-site public facilities or services.

(g) Restricting the hours of operation of any business or other commercial activity conducted on the premises.

(h) Such other conditions as may be necessary to preserve the character and harmony of the zone and avoid conflict with the general characteristics of the area designated in the Comprehensive Plan.

(4) Prior to granting a conditional use permit, the City Council, Planning and Zoning Commission, or Board of Adjustment may require studies of the social, economic, fiscal or environmental effects of the proposed conditional use, and may require the submission of a development plan as set forth in Section 11-3-6B of this Code. (Ord. 3241, 3-14-19)

(5) A conditional use permit is not transferable from one (1) parcel of land to another.

(6) Abandonment of or non-use of a conditional use permit for a period of twelve (12) consecutive months shall terminate said conditional use permit, and any privileges granted shall be null and void.

(7) Failure to comply with the conditions of approval for a conditional use permit shall be cause for termination of the approval and shall be deemed to be a violation of this Code.

RPA00007257633
CITY OF I F

ReHandet Ave

UNKNOWN

2345


1) The fist pole of the sign iPhotos 35' from the center of the road.
2) The first pole of the sign is 22' from the while line at the edge of the road.
3) The sign dimensions are 9'w X 11'h
4) Photo 161732 is the existing sign frame with signature header
5) Photo 161806 shows the closest to the road sign sleeve (3 1/6" diameter)
6) Photo 161816 shows both sign sleeves (105" center tot center)Plea


U-PICK
RED BARN



From:	Kenny Roberts
To:	Naysha Foster
Subject:	FW: Property Question
Date:	Monday, June 3, 2024 3:43:22 PM
Attachments:	image003.png image004.png image005.png image001.png image002.png

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This explains this a bit better.

IDAHO FALLS PUBLIC WORKS

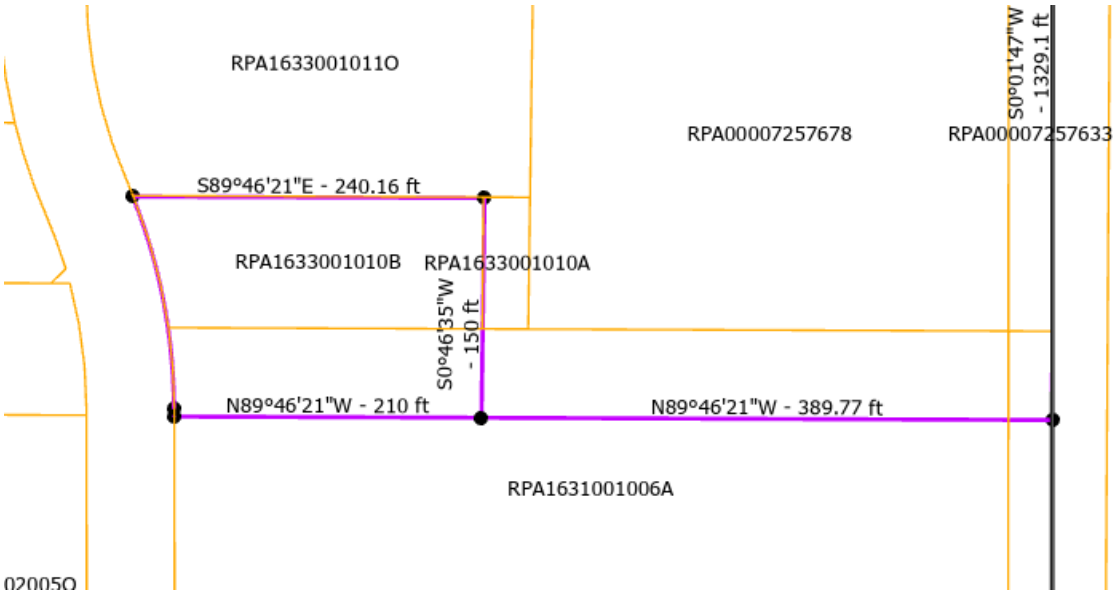
Engineering Division
Kenneth Roberts PLS | *City Surveyor*

380 Constitution Way
Idaho Falls, Idaho 83402
Work: (208) 612-8255
Cell: (208) 251-4395
Fax: (208) 612-8570
kroberts@idahofalls.gov

From: Suho Lee <slee@co.bonneville.id.us>
Sent: Monday, June 3, 2024 3:24 PM
To: Kenny Roberts <KRoberts@idahofalls.gov>
Subject: RE: Property Question

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Ok, just wanted to make sure.
In my view, a legal 'Tract 2' in a deed #1095688(Purple polyline below) made the split before the plat was set up like below.



I assume that they didn't clean up the title for Lot 10, Block 1 before they recorded the plat and that's why there are several parties in Owner's dedication in Affidavit #1120671, I guess.

BONNEVILLE COUNTY RECORDER
1120671 JUL14'03 PM 4 39

AFFIDAVIT
Affirming Owner's Dedication

BE IT KNOWN, that we the undersigned are owners of ground within the subdivision to be hereafter known as McNeil Business Park, Division No. 4, an addition to the City of Idaho Falls, Bonneville County, Idaho.

Said subdivision plat is to filed as an attachment herewith and made a part hereof, in the office of the Recorder of Bonneville County, Idaho.

KNOW ALL MEN BY THESE PRESENTS: that we the undersigned do hereby affirm the Owner's Dedication as shown on the herein mentioned McNeil Business Park, Division No. 4.

IN WITNESS WHEREOF, we the undersigned do hereby set our hands this 10th day of July, 2003.

Tautphaus Park Storage, LLC

Hal Monson, Managing Member

Bonnie S. Monson,
Aka Bonnie Ray Sievers Monson

By: Hal Lamar Monson,
Attorney-in-Fact

There are two deeds that contain the same legal and the same parties but I assume that one of them aimed to Lot 10, Block 1 but I could be wrong.

Visited

1137809 • 12/12/2003 09:08 AM • DEED, QUIT-CLAIM

Book Page	Grantor (2)	Grantee	Legal Description
	MONSON, BONNIE S MONSON, HAL L	TAUTPHAUS PARK STORAGE LLC	L9, B1, MCNIEL BUSINESS PARK, DIV NO 4

Visited

1145199 • 03/04/2004 04:32 PM • DEED, QUIT-CLAIM

Book Page	Grantor (2)	Grantee	Legal Description
	MONSON, BONNIE S MONSON, HAL	TAUTPHAUS PARK STORAGE LLC	L9, B1, MCNIEL BUSINESS PARK, DIV NO 4

In summary, what I mentioned at the top made that split and the parcel has been that way so far ever since the plat was set up.
However, I think we can combine the parcels per the most recent deed #1376529 because they have the same ownership & same Tax code, and we'll do that.

Thank you for bringing this to my attention and please let me know what you think.

Suho

SUHO LEE
PLAT/MAPPING SUPERVISOR
MAPPING DEPARTMENT
BONNEVILLE COUNTY ASSESSOR'S OFFICE
PHONE (208) 529-1350 EX. 2857
slee@BonnevilleCountyIdaho.gov

"NEVER STOP LEARNING, BECAUSE LIFE NEVER STOPS TEACHING."

From: Kenny Roberts <KRoberts@idahofalls.gov>
Sent: Monday, June 3, 2024 2:23 PM
To: Suho Lee <slee@co.bonneville.id.us>
Subject: RE: Property Question

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Yes that is correct I pasted the number twice and forgot to edit it.

IDAHO FALLS PUBLIC WORKS

Engineering Division
Kenneth Roberts PLS | *City Surveyor*

380 Constitution Way
Idaho Falls, Idaho 83402
Work: (208) 612-8255
Cell: (208) 251-4395
Fax: (208) 612-8570
kroberts@idahofalls.gov

From: Suho Lee <slee@co.bonneville.id.us>
Sent: Monday, June 3, 2024 12:08 PM
To: Kenny Roberts <KRoberts@idahofalls.gov>
Subject: RE: Property Question

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hi Kenny,

Are you questioning in regards to RPA1633001010A & RPA1633001010B?

Thank you,

Suho

SUHO LEE
PLAT/MAPPING SUPERVISOR
MAPPING DEPARTMENT
BONNEVILLE COUNTY ASSESSOR'S OFFICE
PHONE (208) 529-1350 EX. 2857
slee@BonnevilleCountyIdaho.gov

"NEVER STOP LEARNING, BECAUSE LIFE NEVER STOPS TEACHING."

From: Kenny Roberts <KRoberts@idahofalls.gov>
Sent: Monday, June 3, 2024 9:56 AM
To: Suho Lee <slee@co.bonneville.id.us>
Subject: Property Question

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Suho,
There are two properties on the parcel map that I cannot figure out why they are split. The parcels are RPA1633001010A and RPA1633001010A. I have read all the deeds listed in the Instruments/Deeds section of the GIS Parcel map, but can't find a split. I checked the Annexation Ordinance and it does not split the property either. Can you help me find how this mystery split occurred.

IDAHO FALLS PUBLIC WORKS

Engineering Division
Kenneth Roberts PLS | *City Surveyor*

380 Constitution Way
Idaho Falls, Idaho 83402
Work: (208) 612-8255
Cell: (208) 251-4395
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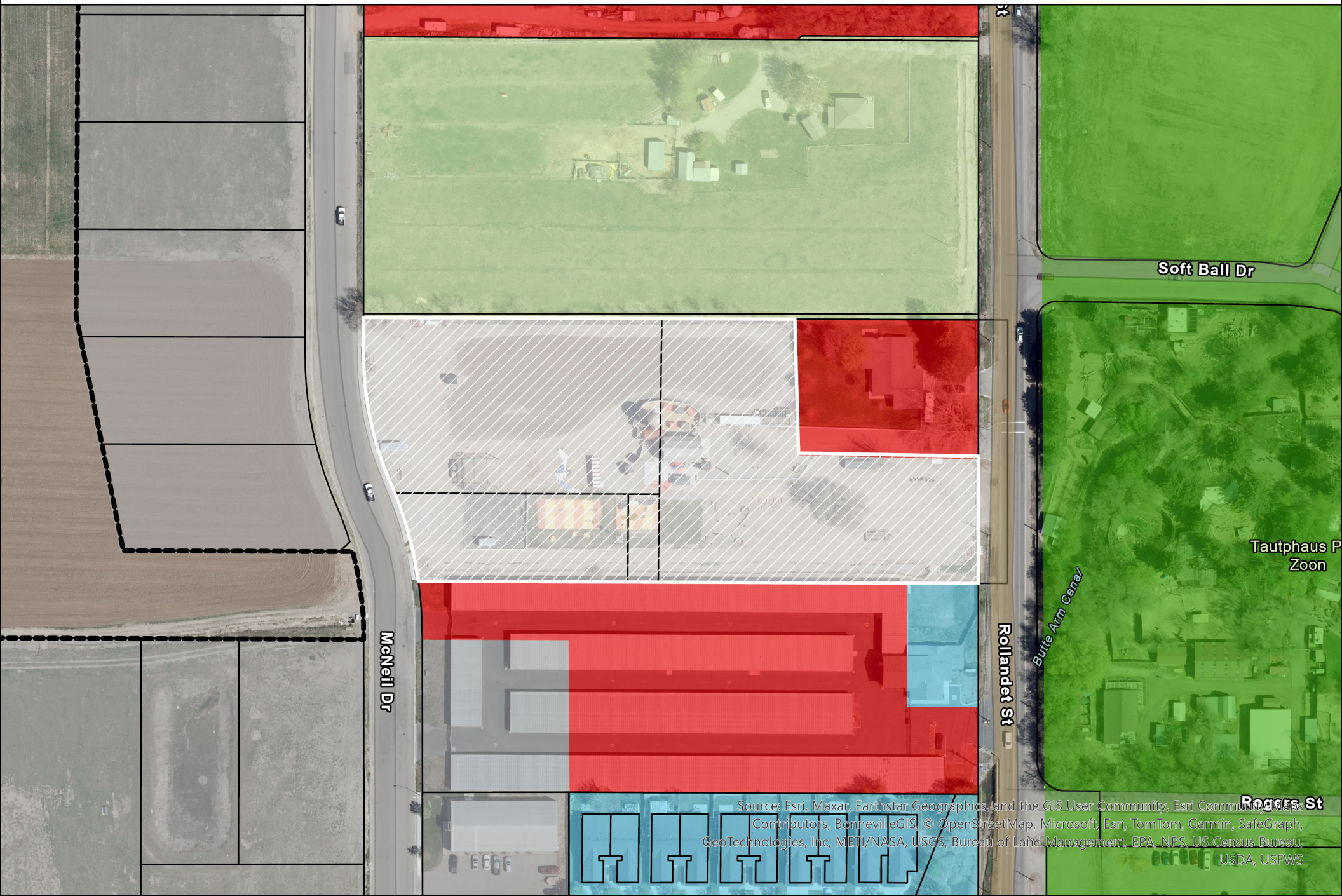
Zoning

CUP24-009 U-Pick Red Barn

RE R1 TN R3 PB LC R&D I&M

RP R2 RMH R3A CC HC LM P

N



Aerial

CUP24-009 U-Pick Red Barn




N
Aerial
CUP24-009 U-Pick Red Barn
Softball Dr
Elk Dr
Rollandet Ave
McNeil Dr
Thayer Bridge Cir
Source: Esri, Maxar, Earthstar Geographics, and the GIS User Community


U-PICK














FUN
STARTS
HERE

SIGN VIOLATION

Violation: Regarding the Sign on Rollandette for the U-Pick RedBarn

In 1921-22 Season it was sited for the sign being out of compliance.

The day before we opened in Sept 2022 the Firemen come out by assignment to yellow tape us and keep us from opening unless the sign was removed.

The sign was in sleeves for easy removal and within the hour is was down.

We immediately applied for a permit to put the sign up properly.

The expense and time were spent to obtain the appropriate permit done by a professional sign company licensed and qualified.

The permit was acquired by Fast Signs (Sure Signs).

We complied.

Prior to the 2023 season we place the sign where the permit said it could go.

Happens to be permitted to go in exactly where it was originally.

I double checked to be sure because I was surprised. The Sign company confirmed.

Though damage had been done in the removal of the sign as well as the expense of redoing the sign was invested, we simply put it up again exactly where it had been.

Attached are photos of the sign. Note the following in the pictures.

1. The sign is 30 feet from the center of the road.
2. The legs of the sign are within inches of the footings where the fence is installed.
3. Between the outer legs of the sign and the edge of the road is a gas line and a massive telephone electrical pole.
4. Whereas the sign would disturb any work claimed to be interfering with the right a way would NOT be disturbing until and after the large electrical pole and gas line was relocated as well, we are asking for a waiver for the time being until these are being removed and the need occurs.
5. The pictures also show that in order for Rollandette to be widened and the obstacles being relocated the Bridge would also have to be widened in order for this widing to be accomplished. This also is a major expense. Major.
6. Bear in mind that the sign is placed in sleeves and can be removed within minutes.

We are proposing the following order be entered in the records. If in fact the sign is in violation still after being properly permitted and accepted by the city according to ordinances the sign company complies by.

"* It is proposed that the removal and relocation of the Sign on Rollandette at the U-Pick Red barn at the address of 2746 Rollandette Idaho Falls Idaho 83402 be waived until which time the road and Thayor bridge are actually being widened and the other obstacles are being relocated as well such as the electrical power lines, poles, and the gas lines."

(See photos attached)

PERMIT NO: SIGN22-0049 ON-LINE PERMIT

CITY OF IDAHO FALLS
308 Constitution Way, ID 83402

INSPECTION REQUEST LINE
(208) 612-8269
OR
SCHEDULE EXISTING INSPECTION
ON-LINE
eTrakit

PERMIT TYPE	**SIGN**
PERMIT SUB-TYPE	**PERMANENT**
JOB VALUE	**2000**
APN	**RPA00007257678**
DESCRIPTION	**U-Pick Red Barn Sign**
APPLIED DATE	**9/19/2022**
APPROVED DATE	**11/4/2022**
ISSUED DATE	**11/4/2022**

eTRAKiT

PERMIT INFORMATION

SITE	2746 ROLLANDET AVE IDAHO FALLS, ID 83402
APPLICANT	Sure Signs 340 E Elva Idaho Falls ID 83401
OWNER	Robert Hankcock 2726 Rollandet S IDAHO FALLS ID 83402
CONTRACTOR	Sure Signs 340 E Elva Idaho Falls ID 83401

FEE SUMMARY

SIGNS	$130.00
CREDIT CARD CONVENIENCE FEE	$5.19
Total Fees Charged:	$135.19

NOTE: The permit will expire if work is not started in 180 days, is abandoned, or does not receive an inspection for more than 180 days. Additional fees will be collected to renew expired permits. This is a Building Permit when properly filled out, signed and validated, and is not transferable.

LICENSED CONTRACTORS DECLARATION

I hereby affirm under penalty of perjury that I am licensed under provisions of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code, and my license is in full force and effect.
License No: Expiration Date: Contractor

OWNER-BUILDER DECLARATION

I hereby affirm under penalty of perjury that I am exempt from the contractors license Law for the following reason (Sec. 7031.5, Business and Professions Code: Any city or county which requires a permit to construct, alter, improve, demolish, or repair any structure, prior to its issuance, also requires the applicant for such permit to file a signed statement that he or she is licensed pursuant to the provisions of the Contractors License Law (Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Pofessions Code) or that he or she is exempt therefrom and the basis for the alleged exemption. Any violation of Section 7031.5 by an applicant for a permit subjects the applicant to a civil penalty of not more than five hundred dollars ($500).):

_____ I, as owner of the property or my employees with wages as their sole compensation, will do the work, and the structure is not intended or offered for sale (Sec. 7044, Business and Professions Code: The Contractors License Law does not apply to an owner or property who builds or improves thereon, and who does such work himself or herself or through his or her own employees, provided that such improvements are not intended or offered for sale. If, however, the building or improvement is sold within one year of completion, the owner-builder will have the burden of proving that he or she did not build or improve for the purpose of sale.)

_____ I, as owner of the property am exclusively contracting with licensed contractors to construct the project (Sec. 7044, Business and Professions Code: The Contractors License Law does not apply to an owner or Property who builds or improves thereon, and who contracts for such projects with a contractor(s) licensed pursuant to the Contractors License Law.)
I am exempt under Sec. _____ B.P.C. for this reason _____
DATE _____ OWNER _____

WORKERS COMPENSATION DECLARATION

I hereby affirm under penalty of perjury one of the following declarations:
_____ I have and will maintain a certificate of consent to self-insure for workers' compensation, as provided for by Section 3700 of the Labor Code, for the performance of the permit is issued.

_____ I have and will maintain workers' compensation insurance, as required by Section 3700 of the Labor Code, for the performance of the work for which this permit is issued. My workers' compensation insurance carrier and policy number are:
Carrier/Policy No. _____
(This section need not be completed if the permit is for one hundred dollars ($100) or less).
_____ I certify that in the performance of the work for which this permit is issued, I shall not employ any person in any number so as to become subject to the workers' compensation laws of California, and agree that if I should become subject to the workers' compensation provisions of Section 3700 of the Labor Code, I shall forthwith comply with those provisions.
DATE _____ APPLICANT: _____
WARNING: FAILURE TO SECURE WORKERS' COMPENSATION COVERAGE IS UNLAWFUL, AND SHALL SUBJECT AN EMPLOYER TO CRIMINAL PENALTIES AND CIVIL FINES UP TO ONE HUNDRED THOUSAND DOLLARS ($100,000), IN ADDITION TO THE COST OF COMPENSATION, DAMAGES AS PROVIDED FOR IN SECTION 3706 OF THE LABOR CODE, INTEREST, AND ATTORNEY'S FEES.

CONSTRUCTION LENDING AGENCY

I hereby affirm under penalty of perjury that there is a construction lending agency for the performance of the work for which this permit is issued (Sec. 3097, Civ.C.).
DATE _____ APPLICANT: _____

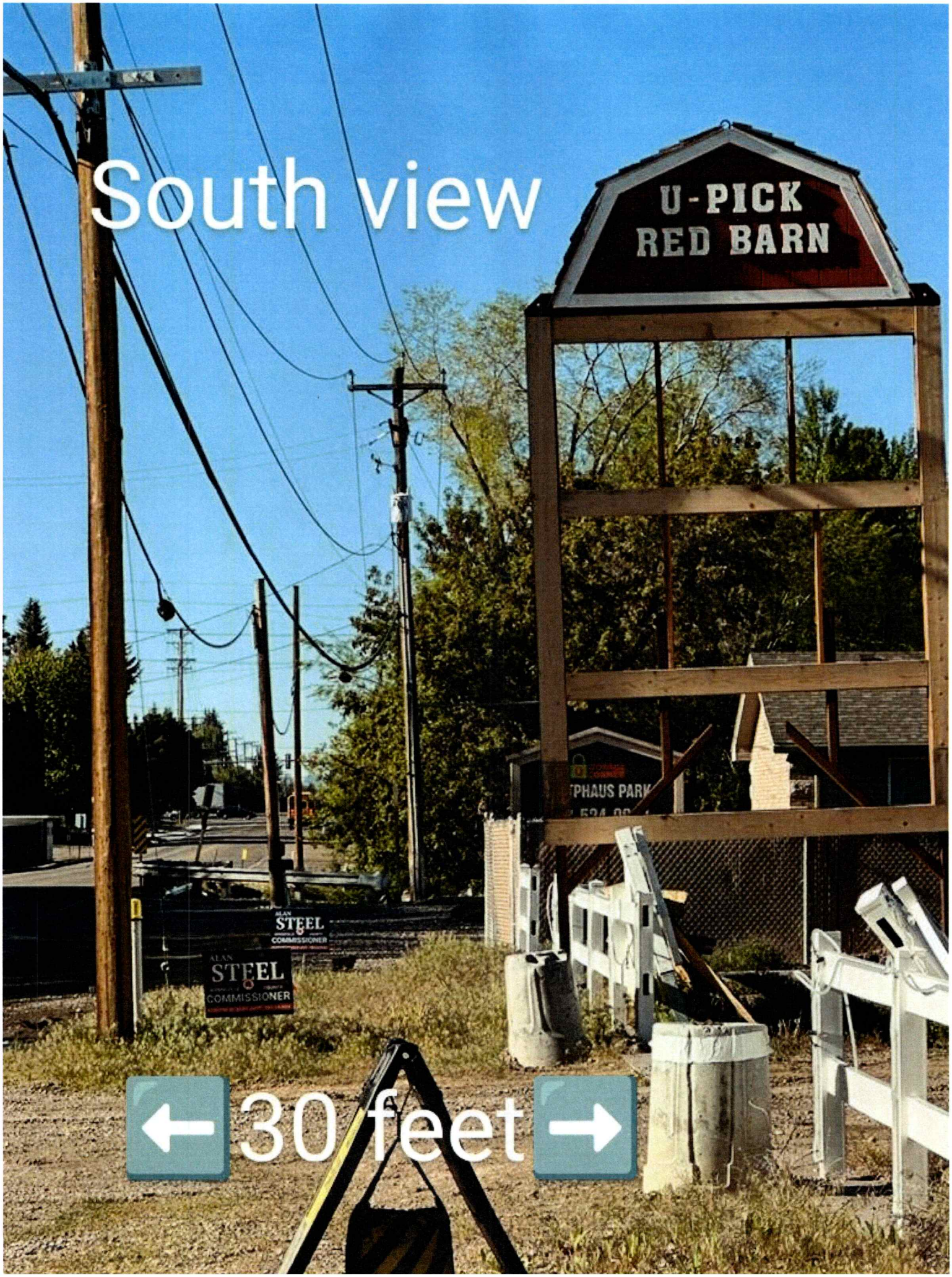
I certify that I have read this application and state that the above information is correct. I agree to comply with all city ordinances and state laws relating to building construction, and hereby authorize representatives of this city to enter upon the above-mentioned property for inspection purposes.

SIGNATURE OF APPLICANT OR AGENT _____ DATE 11/04/22

INSPECTION SUMMARY

_____ FOUNDATION
_____ CABINET INSPECTION
_____ SPECIAL INSPECTION - SIGN
_____ SIGN FINAL**
_____ FOOTING

Permit Finaled Date: _____ **Inspector Name:** _____ **Signature:** _____


South view
U-PICK
RED BARN
ALAN
STEEL
COMMISSIONER
ALAN
STEEL
COMMISSIONER
⬅️ 30 feet ➡️

6 inches




TAUTPHAUS PARK


U-PICK
RED BARN
ALAN
STEEL
COMMISSIONER
ALAN
STEEL
COMMISSIONER

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(See photos attached)

ILLEGAL LOT SPLIT

Ashindur@outlook.com

From: Naysha Foster <nfoster@idahofalls.gov>
Sent: Tuesday, June 4, 2024 8:15 AM
To: ashindur@outlook.com; Rollie Walker
Subject: FW: Property Question

Hello,
I wanted to let you know that Kenny Roberts, City Survey worked with the Bonneville County GIS department to researcl
discovered that it was not added to the subdivision lot by Bonneville County when it was conveyed to the Walker's from
This issue has been resolved and will be added to the record.
Sincerely,
Naysha

From: Kenny Roberts <KRoberts@idahofalls.gov>
Sent: Monday, June 3, 2024 3:43 PM
To: Naysha Foster <nfoster@idahofalls.gov>
Subject: FW: Property Question

This explains this a bit better.

IDAHO FALLS
PUBLIC
WORKS

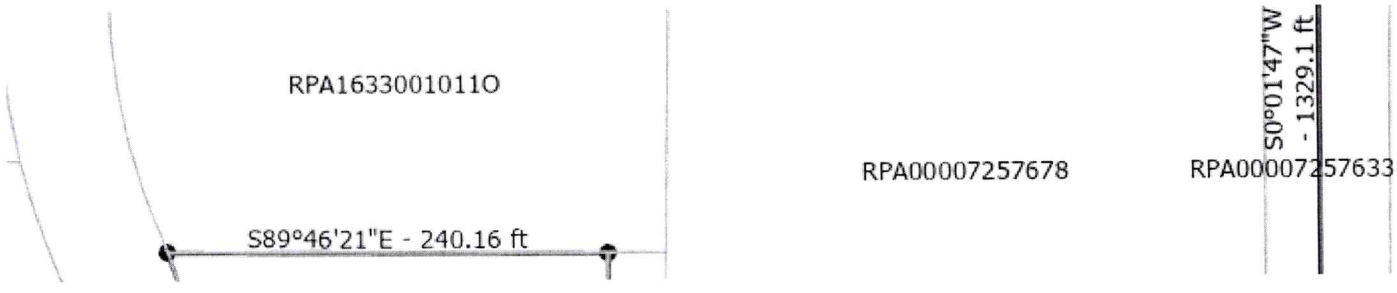
Engineering Division
Kenneth Roberts PLS | *City Surveyor*

380 Constitution Way
Idaho Falls, Idaho 83402
Work: (208) 612-8255
Cell: (208) 251-4395
Fax: (208) 612-8570
kroberts@idahofalls.gov

From: Suho Lee <slee@co.bonneville.id.us>
Sent: Monday, June 3, 2024 3:24 PM
To: Kenny Roberts <KRoberts@idahofalls.gov>
Subject: RE: Property Question

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Ok, just wanted to make sure.
In my view, a legal 'Tract 2' in a deed #1095688(Purple polyline below) made the split before the plat was set up like bel



BONNEVILLE COUNTY RECORDER
1120671 JUL14'03 PM 4 39

AFFIDAVIT
Affirming Owner's Dedication

BE IT KNOWN, that we the undersigned are owners of ground within the subdivision to be hereafter known as McNeil Business Park, Division No. 4, an addition to the City of Idaho Falls, Bonneville County, Idaho.

Said subdivision plat is to filed as an attachment herewith and made a part hereof, in the office of the Recorder of Bonneville County, Idaho.

KNOW ALL MEN BY THESE PRESENTS: that we the undersigned do hereby affirm the Owner's Dedication as shown on the herein mentioned McNeil Business Park, Division No. 4.

IN WITNESS WHEREOF, we the undersigned do hereby set our hands this 10th day of July, 2003.

Tautphaus Park Storage, LLC

Hal Monson, Managing Member

Bonnie S. Monson,
Aka Bonnie Ray Sievers Monson

By: Hal Lamar Monson,
Attorney-in-Fact

STATE OF IDAHO

There are two deeds that contain the same legal and the same parties but I assume that one of them aimed to Lot 10, Bl

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Visited

1137809 • 12/12/2003 09:08 AM • DEED, QUIT-CLAIM

Book Page	Grantor (2)	Grantee	Legal Description
	MONSON, BONNIE S MONSON, HAL L	TAUTPHAUS PARK STORAGE LLC	L9, B1, MCNIEL BUSINESS PARK, DIV NO 4

Visited

1145199 • 03/04/2004 04:32 PM • DEED, QUIT-CLAIM

Book Page	Grantor (2)	Grantee	Legal Description
	MONSON, BONNIE S MONSON, HAL	TAUTPHAUS PARK STORAGE LLC	L9, B1, MCNIEL BUSINESS PARK, DIV NO 4

In summary, what I mentioned at the top made that split and the parcel has been that way so far ever since the plat was
However, I think we can combine the parcels per the most recent deed #1376529 because they have the same ownersh
that.

Thank you for bringing this to my attention and please let me know what you think.

IDAHO FALLS
PUBLIC
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380 Constitution Way
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From: Suho Lee <slee@co.bonneville.id.us>
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Hi Kenny,

Are you questioning in regards to RPA1633001010A & RPA1633001010B?

Thank you,

Suho

SUHO LEE
PLAT/MAPPING SUPERVISOR
MAPPING DEPARTMENT
BONNEVILLE COUNTY ASSESSOR'S OFFICE
PHONE (208) 529-1350 EX. 2857
slee@BonnevilleCountyIdaho.gov

"NEVER STOP LEARNING, BECAUSE LIFE NEVER STOPS TEACHING."

From: Kenny Roberts <KRoberts@idahofalls.gov>
Sent: Monday, June 3, 2024 9:56 AM
To: Suho Lee <slee@co.bonneville.id.us>
Subject: Property Question

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Ashindur@outlook.com

From: Kenny Roberts <KRoberts@idahofalls.gov>
Sent: Tuesday, June 4, 2024 11:46 AM
To: ashindur@outlook.com
Subject: Property Split

Alison,
The County sent me back an explanation for where the separation had occurred. I briefed Naysha Foster with Communi about what it was and she was going to reach out to you to let you know how CDS would deal with the information. If you Idaho Falls Public Works please let me know.

IDAHO FALLS
PUBLIC
WORKS

Engineering Division
Kenneth Roberts PLS | *City Surveyor*

380 Constitution Way
Idaho Falls, Idaho 83402
Work: (208) 612-8255
Cell: (208) 251-4395
Fax: (208) 612-8570
kroberts@idahofalls.gov

Proposal to accept variance on the claimed illegal lot split that was never in violation and has been resolved.

NORTH PROPERTY BORDER (BATES)

North Border of the U-Pick Red Barn between its property and the property of the Bates Family.

(See Pictures attached)

There is a dense row of trees separating the properties in question.

There is a 6-foot chain-link fence on both sides of the trees.

The trees are cherished by the Bates family as they have insisted, they never get cut down.

As you can see in the photo's is would be difficult at best to increase the barrier to block the view between the Bates Residence and the U-Pick Red Barn.

2 additional feet could be easily added to the 6-foot fence however this would cut the view of the trees for the Bates family which they have repeatedly expressed their love for these trees.

The Bates Residence is presently over 200 feet north of the property border between the two owners.

The U-Pick Red Barn, silo and white picket fence adds charm in an iconic way from any viewpoint from any neighbor as well as passersby on either street. Rollandet and McNeil Drive.

"It is proposed that the north border between the U-Pick Red Barn and the Bates Family be deemed as more than adequate as it presently stands since it has been the natural border between the two properties for the last 19 plus years. The only thing that changed was the zoning.

It is proposed that any additional required border be waived indefinitely.

This waiver is founded on the present natural barriers that are presently there as well as the view the U-Pick Red Barn, silo and white picket fence adds charm to the view."

(See pictures attached)


15 feet deep buffer
6 feet tall









"It is proposed that the north border between the U-Pick Red Barn and the Bates Family be deemed as more than adequate as it presently stands since it has been the natural border between the two properties for the last 19 plus years. The only thing that changed was the zoning.

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RESIDENCE AT

2746 ROLLANDET

(Same owner as Red Barn Property)

BOA issue regarding the landscape borders requested to separated business from residence.

It has been proposed that a landscape border be placed between the house at 2746 Rollandet Idaho Falls Idaho 83402 and the U-Pick Red Barn at the same address.

The homeowner and the landowner are the same.

The homeowner does NOT want the view of the Red Barn diminished in anyway any more than it is presently, which is a nice expensive white picket fence and trees etc.

The homeowner strongly believes that any additional landscaping or fencing would diminish the value of his property.

The homeowner loves the charm of the U-Pick Red Barn, silo and white picket fencing and views it as iconic and believes it should not be diminished as requested by the city.

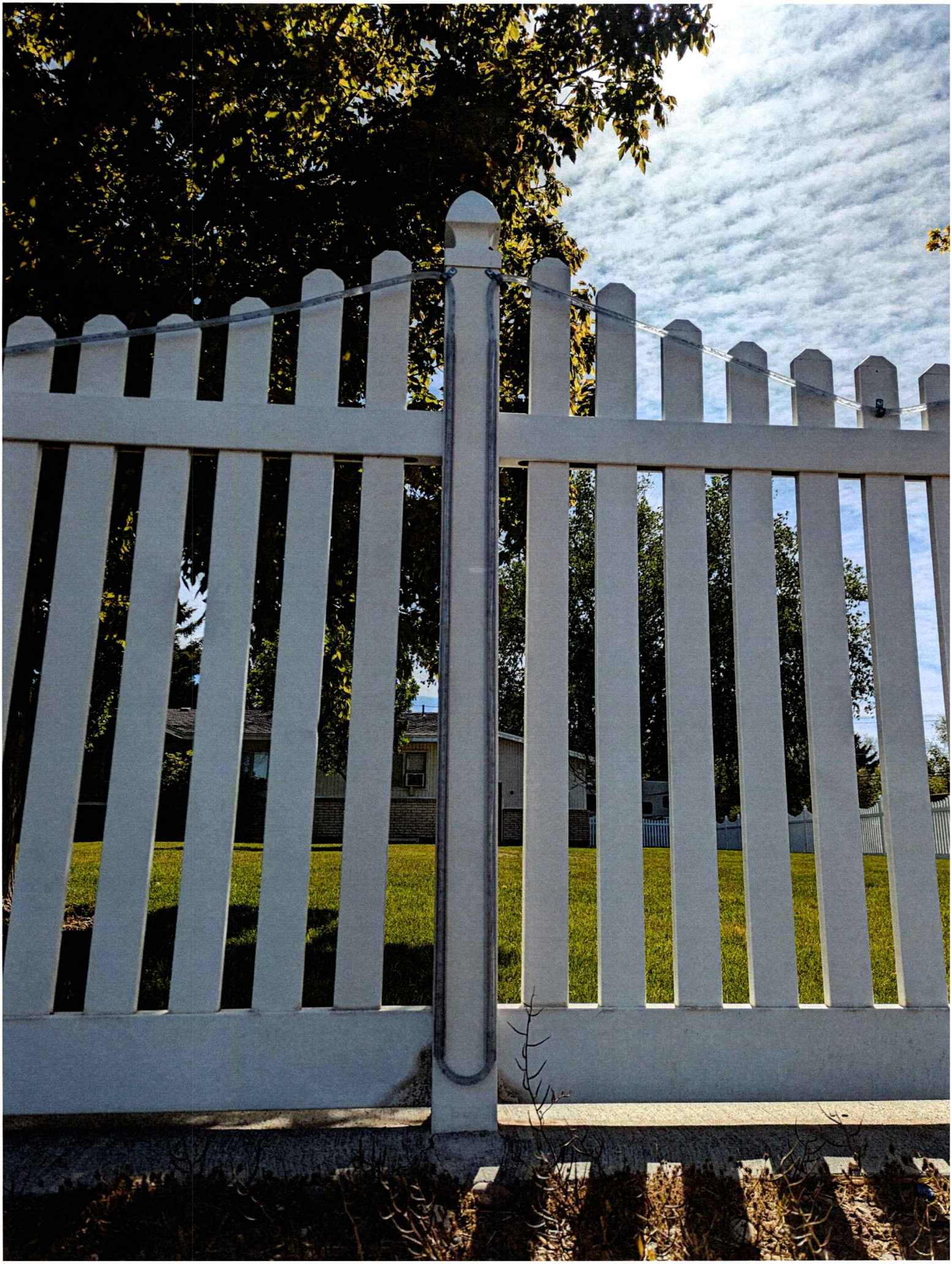
(see pictures attached)

"It is proposed that the requirement of borders in fencing or landscaping for the house located at 2746 Rollandet Idaho Falls Idaho 83402 be waived indefinitely at the request of the homeowner and from a perspective of value and charm the U-Pick Red Barn adds to its view."

(See pictures attached)







"It is proposed that the requirement of borders in fencing or landscaping for the house located at 2746 Rollandet Idaho Falls Idaho 83402 be waived indefinitely at the request of the homeowner and from a perspective of value and charm the U-Pick Red Barn adds to it's view."

EAST AND WEST BUFFER VARIANCE

We understand the standard in a typical LM Zone, Business and various services being conducted within may be considered an eyesore. What makes the U-Pick Red Barn unique is the business practiced inside is desired to be seen from the road. When the public approaches the property they want to see all the fun they are going to experience. It really is a charming view and nobody wants to miss this iconic attraction in the Idaho Falls area. (Pics attached)


U Pick
RedBarn
U PICK
RED BARN
carhartt

U-PICK
PUMPKINS
U-Pick
RedBarn




U-PICK
PUMPKINS




U Pick
RedBarn
U-PICK
PUMPKINS
PIZZA



It is proposed that a variance be granted on both the east and west borders be granted due to the fact that the views of the U-Pick Red Barn are attractive, inviting. They have a welcoming charm that need not be buffered as if they had an industrial appearance.

ZOO LEASE

Parking issue regarding the Zoo parking lot.

I met with David and Tim at the Zoo headquarters office.

Attending were myself, my brother Lorin who typically negotiates for me each year along with the Director David and Tim.

Both Tim and David attended the last BOA meeting and did not speak because the BOA never called upon them though they were aware of their presence.

At the time of the meeting with the BOA the Directors had already approved the use of the Zoo (Elk) parking lot.

This issue at hand is that the BOA would like a 5-year plan for parking. The problem is that the Zoo has undetermined plans for expansion of the Zoo however they are willing to make a year-to-year commitment with the Red Barn up until such plans are absolute regarding the need for the space in discussion here. The Elk Parking Lot.

It is David's opinion that this would be at least 2 years and maybe 3 however undetermined at this time. Nevertheless, the Zoo directors are very willing to work with the U-Pick Red Barn up until the time is determined. Very cooperative and very willing. Nice Meeting.

We are having Eagle Rock engineering delineate the Elk parking lot so that in the meantime (next two years) parking spaces could be available.

In addition to the Zoo parking spaces we are having Eagle Rock engineering delineate the following areas to determine other parking that could possibly be used for those attending the U-Pick Red Barn for the 6 weeks they are open from Sept 14th to Oct 31st.

1. Roadside parking on Rollandet
2. Roadside parking on McNeil Drive
3. East side parking of the U-Pick Red Barn.
4. West side Parking of the U-Pick Red Barn.
5. Temporary parking on Kirk Burns Property the Day that the Zoo will be using the Elk Parking lot for Boo at the Zoo (Typically the last week of October)

All these parking spaces have been totaled and delineated by the Eagle Rock Engineering company.

The city required 180 parking spaces and including all spaces that could be used right now there are over (400) spaces delineated.

The Zoo's future parking is undetermined as is the U-Pick Red Barn for the next 5 years. Many possibilities for Parking may arise in the unknown future at this time.

However, it appears that there will be potentially enough parking spaces as required by the city for the next 2-3 year and even after 2-3 years even when the Zoo can no longer share parking with the U-Pick Red Barn.

In addition to the above the Elk Parking Lot cannot improve their parking lot with paving or dust free surfaces at this time.

The Elk Parking will not be purchasing or providing curb stops for each space due to it undetermined use in the future. However, the U-Pick Red Barn and the Zoo will work together to stripe with chalk parking spaces approximately 9 feet by 20 feet.

The U-Pick Red Barn will stripe and delineate their east and west parking spaces and consider using curb stops however they have used straw bales in the past which have been highly effective regarding indicators where each car bumper should align in the striped space.

Parking Proposal Waiver by the BOA

It is proposed that the BOA waiver the need for the 5-year parking plan for the U-Pick Red Barn and that it be reviewed at the time the Zoo determines they cannot offer the parking lot because of their expansion commitment. Either in 2 or 3 years from now.

Years 2026 or 2027.

It is proposed that the U-Pick Red Barn put an extra effort to encourage attenders to park on the West Side of the U-Pick Red Barn on McNeil Drive over the next 2 years so that less pressure is put on Rollandet and the need for the Elk Parking lot.

In that this is a six week intense pumpkin patch and family experience event once a year; It is proposed that the delineated parking be accepted, and other requirements waived for the time being.

Prior Season 2023 Lease

LEASE AGREEMENT BETWEEN THE CITY OF IDAHO FALLS, IDAHO, AND U-PICK RED BARN FOR THE USE OF TEMPORARY PARKING SPACE

THIS LEASE AGREEMENT BETWEEN THE CITY OF IDAHO FALLS, IDAHO, AND U-PICK RED BARN FOR THE USE OF TEMPORARY PARKING SPACE ("Agreement"), made this 3 day of August, 2023, by and between the City of Idaho Falls, Idaho, a municipal corporation of the State of Idaho, ("CITY"), whose address is P.O. Box 50220, Idaho Falls, Idaho, 83405 and CR Pupkins, LLC (dba U-Pick Red Barn), ("TENANT"), a limited liability company of Idaho, whose address is 1070 Riverwalk Dr. Ste. 200, Idaho Falls, ID 83403.

W I T N E S S E T H:

In consideration of the covenants, conditions and terms set forth herein, the Parties agree as follows:

1. Premises. CITY agrees to lease to TENANT, subject to the terms and conditions of this Agreement, the property commonly known as the Idaho Falls Zoo "Elk Pasture" ("Premises"). An illustration of the Premises is attached hereto as Exhibit "A."

2. Term. The term of this Agreement shall begin on September 1, 2023 and continue until October 15, 2023, ("Term") except as terminated earlier according to the provisions below.

3. Termination for Public Use. This Agreement may be terminated by CITY at any time when CITY, in its sole judgment, determines that any or all of the leased Premises is needed for public use, the public good, or for any other reason with no penalty. In the event of such termination, TENANT shall be given ten (10) days prior written notice of such termination.

4. TENANT'S Termination. TENANT may terminate this Agreement at any time with ten (10) days' notice to the CITY, at TENANTS's sole discretion with no penalty.

5. Payment. TENANT agrees to pay a single lease payment to CITY in the amount of five hundred fifty-five dollars ($555). The payment shall be delivered to City of Idaho Falls, General Services Department, P.O. 50220, Idaho Falls, ID 83401, within ten (10) business days after executing this Agreement.

6. Acceptance and Care of Premises. TENANT agrees that it is leasing the Premises "AS IS, WHERE IS AND WITH ALL FAULTS", and CITY makes no warranties of any sort regarding the Premises. CITY shall not make any improvements to the Premises in connection with the execution or performance of this Agreement. All additional improvements desired by TENANT shall be the responsibility of TENANT and subject to written permission from CITY. Any improvements shall be constructed or installed at TENANT's sole cost and expense and be subject to the provisions of this Agreement.

TENANT acknowledges having thoroughly examined the Premises and accepts the same in its present condition and waives all claims of any nature that may arise therefrom.

7. Maintenance. TENANT is responsible for keeping the Premises clean including but not limited to: trash removal and informing CITY of necessary major repairs. A major repair is any repair that exceeds one hundred dollars ($100). CITY shall be responsible for all major repairs.

8. TENANT Use and Responsibilities. TENANT's use of the Premises shall be limited to providing parking to TENANT's guests and invitees to TENANT's property located at 2724 Rollandet Steet, Idaho Falls, ID 83403.

   TENANT, at TENANT's sole cost shall set up a pedestrian road crossing across Rollandet Street from the Premises. Prior to setting up the pedestrian road crossing, TENANT shall receive from CITY's Public Works Department written approval, which shall not be unreasonable denied, for the pedestrian road crossing.

9. Insurance. TENANT is responsible for carrying General Liability insurance, with a minimum combined bodily injury and liability limit of $1,000,000.00/occurrence and $2,000,000.00 general aggregate, that identifies CITY as additional insured and provides a certificate of proof of insurance annually to CITY.

   A current Certificate of Insurance form at all times during the term of this Agreement which verifies compliance with insurance requirements as detailed herein and naming CITY as additional insured, will be furnished by TENANT.

10. Default. If TENANT defaults, CITY may elect to send notice to TENANT to terminate this Agreement. TENANT shall have the option to cure the default within a ten (10) day period. If TENANT does not complete the required cure, TENANT shall immediately vacate the Premises and deliver possession to CITY, and CITY may repossess the Premises and may, at TENANT's sole cost, remove any of TENANT's property from the Premises, without relinquishing CITY's right to receive the lease payment(s) or enforce any other right against TENANT. If CITY terminates the Agreement for TENANT's default, TENANT shall pay to CITY all lease payments due on or before the date of termination.

11. Assignment. TENANT shall not assign or sublease its interest in this Agreement.

12. Lease Amendment. The terms of this Agreement may be amended by mutual consent.

13. CITY's Right of Entry. CITY retains its right to access the Premises for the purposes of inspection.

14. Removal at End of Leave. TENANT agrees at the end of the lease to remove TENANT's property and to peaceably surrender to CITY the Premises and restore the

Premises back to its original condition. If TENANT fails to remove its goods and effects within thirty (30) days following expiration of the Agreement, title to all such property shall become CITY's automatically and without further action in law or equity.

15. Venue and Jurisdiction. This Agreement shall be governed by the laws of the State of Idaho. The venue for any action arising out of this Agreement shall be exclusively in the District Court of the Seventh Judicial of the State of Idaho, Bonneville County or in the United States District Court for the District of Idaho.

16. Compliance with Law. TENANT agrees to comply with all ordinances, laws, statutes or regulations applicable with respect to the use of the Premises and facilities. TENANT shall have the sole responsibility of obtaining all licenses, permits, or other approvals with respect to its use of the Premises or the construction of any improvements upon the Premises.

17. Indemnification. TENANT, agrees to indemnify, defend, and hold CITY, its agents, officers, representatives, and employees harmless from any and all costs, expenses, fees, penalties, liability or loss resulting from any claim or claims, of any kind or nature arising directly from the acts of TENANT, its agents, servants, guests, employees or invitees, under this Lease or by reason of any act or omission of TENANT.

18. Notices. All notices required or permitted to be given pursuant to the terms hereof shall be deemed to have been delivered upon deposit in the United States mail, postage prepaid, certified mail, return receipt requested at the following address, or such other address which may be delivered in writing to the receiving party:

Attn: Director of Municipal Services	Attn: _____
City of Idaho Falls	U-Pick Red Barn
P.O. Box 50220	2724 Rollandet Street
Idaho Falls, ID 83405	Idaho Falls, ID 83403

19. Waiver/Invalidity. If either Party waives a breach of this Agreement, such waiver shall not be construed as a waiver of any other simultaneous or subsequent breach of this Agreement. If any provision of this Agreement is found invalid, such invalidity shall not affect the enforceability of any other term or provision of this Agreement.

20. Binding Effect. This Agreement shall be binding upon the heirs, successors, personal representatives or assigns of the Parties hereto.

21. Section Headings. The section headings herein set forth are provided only for the convenience of the Parties in locating various provisions of the Agreement, and are not intended to be aids in interpretation of any provision of the Agreement with respect to which the Parties might disagree at some future time, and shall not be considered in any way in interpreting or construing any provision of the Agreement.

22. Non-discrimination. TENANT shall not discriminate against any customer, employee, or applicant for employment on the basis of race, color, religion, creed, political ideals, sex, age, marital status, physical, or mental handicap, gender identity/expression, sexual orientation, or national origin.

23. Anti-boycott Against Israel Act. Pursuant to Idaho Code section 67-2346, if payments under this Agreement exceed one hundred thousand dollars ($100,000) and AGENCY employs ten (10) or more persons, AGENCY certifies that it is not currently engaged in, and will not for the duration of this Agreement engage in, a boycott of goods or services from Israel or territories under its control. The terms in this section that are defined in Idaho Code section 67-2346 shall have the meaning defined therein.

24. Certification of No Chinese Ownership. Pursuant to Idaho Code 67-2359, AGENCY certifies that AGENCY is not currently owned or operated by the government of the People's Republic of China and will not, for the duration of this Agreement, be owned or operated by the government of the People's Republic China.

25. Complete Agreement. This writing is evidence of the complete and final agreement of the Parties on this subject matter and all other previous agreements, representations, negotiations or statements not expressly set forth herein shall be of no force or effect. This Agreement shall not be modified except in a writing signed by both of the Parties hereto.

IN WITNESS WHEREOF, the Parties have hereunto set their hands the day and year first above written.

CITY OF IDAHO FALLS

Paul "PJ" Holm Jr.
Director of Parks and Recreation

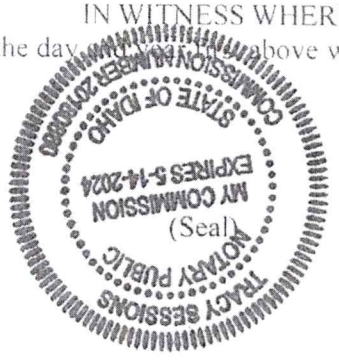
TENANT:
CR Pupkins, LLC dba U-Pick Red Barn

By:

STATE OF IDAHO)
) ss.
County of Bonneville)

On this 4 day of August, 2023, before me, the undersigned, a notary public for Idaho, personally appeared Paul "PJ" Holm Jr., known to me to be the Director of Parks and Recreations for the City of Idaho Falls, Idaho, the municipal corporation that executed the foregoing document, and acknowledged to me that they are authorized to execute the same for and on behalf of said City.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.



(Seal)

Tracy Sessions
Notary Public for State of Idaho
Residing at Idaho Falls, Idaho
My Commission Expires: 5-14-24

STATE OF IDAHO)
) ss:
County of Bonneville)

On this _____day of _____, 2023, before me, the undersigned, a notary public, in and for said State, personally appeared _____ known or identified to me to be the person whose name is subscribed to the within instrument and acknowledged to me that they are authorized to execute the same for and on behalf of the CR Pupkins, LLC, dba U-Pick Red Barn.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year in this certificate first above written.

_____
Notary Public for State of Idaho
(Seal) Residing at Idaho Falls, Idaho
My Commission Expires: _____

Parking Proposal Waiver by the BOA

It is proposed that the BOA waiver the need for the 5-year parking plan for the U-Pick Red Barn and that it be reviewed at the time the Zoo determines they cannot offer the parking lot because of their expansion commitment. Either in 2 or 3 years from now.

Years 2026 or 2027.

It is proposed that the U-Pick Red Barn put an extra effort to encourage attenders to park on the West Side of the U-Pick Red Barn on McNeil Drive over the next 2 years so that less pressure is put on Rollandet and the need for the Elk Parking lot.

In that this is a six week intense pumpkin patch and family experience event once a year; It is proposed that the delineated parking be accepted, and other requirements waived for the time being.

FIRE LANE

AND

ACCESS

FIREDEPPARTMENT PLAN APPROVED

I met with the Fire Marshal, Scott Grimett. We agreed that the official address of the U-Pick Redbarn needs to be 2822 McNeil Drive Idaho Falls Idaho 83402 for the Fire, Emergency Services and for customers of the Red Barn. The Residence will remain with the Address on Rollandett.

Scott has recommended a specific plan and has requested Eagle Rock Engineering draw it up and when it's presented to the BOA he will approve it.

We propose that the BOA approve the plans proposed by the Fire Department be accepted.

The major difference in the original plan and the new one is because of the address change.

We propose the address 2822 McNeil Drive be approved as the official address for the U-Pick Red Barn.

We understand the purpose for the landscape barrier is to provide a buffer to comply with the zoning code. In most cases, LM zones are not seasonal operations. We propose the existing trees are adequate because it achieves the objective of the zoning code and blocks the view from commercial activity in the time we are in operation. Trees are very full and green and remain in that state until our season is complete. When the leaves have fallen, there is nothing to block as there is not year round commercial activity.

PARKING AREAS AND COUNTS

1. SOFT BALL DR. PARKING AREA = 204 STALLS
2. WEST McNIEL DR PARKING AREA = 191 STALLS
3. McNIEL OFFSTREET PARKING = 124 STALLS

TOTAL STALL COUNT = 519 STALLS

100' 50' 0 100'

SCALE: 1" = 100'

EAGLE ROCK ENGINEERING
CIVIL ◇ PLANNING ◇ SURVEYING
IDAHO FALLS (208) 522-2665 KEARNEY (208) 359-2665

SURVEYED BY:	H. REESE
DRAWN BY:	A. GARCIA
APPROVED BY:	P. SNARR
PROJECT NO.	20159

ATTENTION
This document or any part thereof in detail or design concept is the property of Eagle Rock Engineering and shall not be copied in any form without the written authorization of Eagle Rock Engineering.

REVISIONS

	DATE	DESCRIPTION
A		
A		
A		
A		
A		
A		

U PICK BARN
PARKING PLAN CONCEPT

PREPARED FOR:
ROLLIE WALKER

SHEET NO.
#

SHEET NAME
###

File Location: z:\projects\2020\20159 u-pick barn\3.0 design\3.1 cad\3.13 final\20159 upick parking.dwg
Plotted By: Peter Snarr
Date Plotted: Tuesday, June 11 2024 at 02:36 PM

Preston Walker May 20, 2021
124 E 25th St
Idaho Falls, ID 83404

RE: Sign Violation at 2724 S Rollandet Idaho Falls or parcel number RPA00007257678

Mr. Walker,

As I was driving by the U Pick Pumpkin patch, I noticed that your sign along Rollandet is in violation of Title 7, Chapter 9 Sign Code. It is partially hanging into the right-of-way. The Sign Code also, only allows a maximum sign area of 100 square feet if the building frontage is less than 100 feet. After further investigation there is no record that a sign permit was obtained.

The sign will need to be removed immediately and a new sign may be constructed once a sign permit has been obtained by a licensed sign contractor.

Please call the Building Department at the numbers listed above to discuss this matter.

Sincerely,

Naysha Foster, Planner 1
Community Development Services
Planning Division
Idaho Falls, ID
Ph: 208-612-8899

We understand the purpose for the landscape barrier is to provide a buffer to comply with the zoning code. In most cases, LM zones are not seasonal operations. We propose the existing trees are adequate because it achieves the objective of the zoning code and blocks the view from commercial activity in the time we are in operation. Trees are very full and green and remain in that state until our season is complete. When the leaves have fallen, there is nothing to block as there is not year round commercial activity.

SITE PLAN FOR:

UPICK BARN

City of Idaho Falls, Bonneville County, Idaho

20159

REVISED MARCH 2024

LAND USE NOTES:

CURRENT ZONE = LC - LIMITED COMMERCIAL
PROJECT AREA = 4.085 AC
SF OF PROPOSED BUILDINGS = 615
BUILDING TYPE=2B
BUILDING HEIGHT SILO=25' - 30'

BENCHMARK:
CITY OF IDAHO FALLS NAVD DATUM

EXISTING MANHOLE CONCRETE COLLAR AS NOTED ON DRAWING.

4693.24
NORTHING=658336.623
EASTING=688367 604

PERMANENT STRUCTURE NOTES:

SILO - 15' DIAMETER , 38' TALL

BARN - 25' X 26' X 27' (L X W X H)

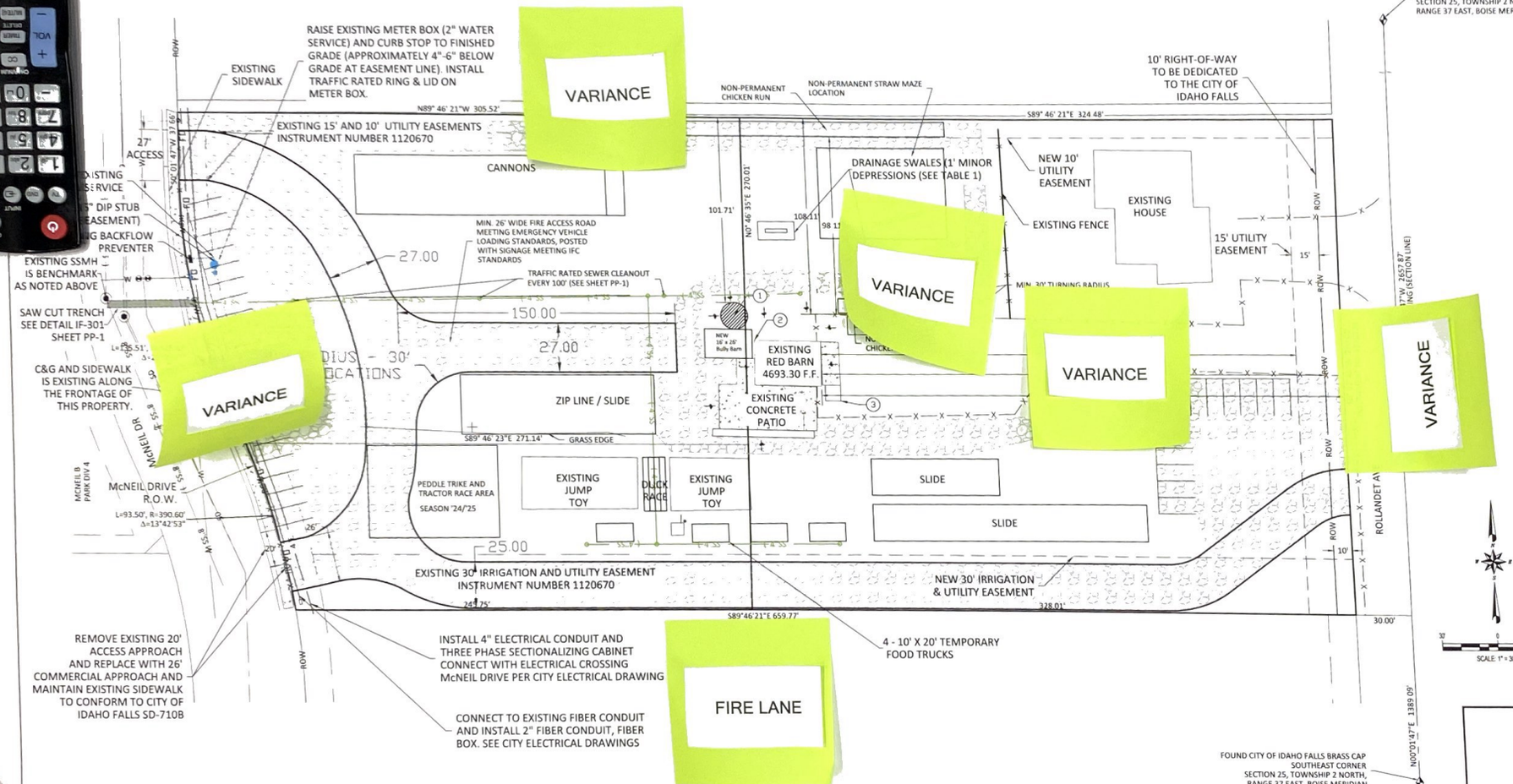
TICKET BOOTH - 8' X 8' X 12' (L X W X H)

SURVEY NOTE:

This site plan conforms to an actual survey that was performed on the ground by a licensed land surveyor in and for the State of Idaho. It is the owner's responsibility to construct all structures shown on this site plan in accordance with said survey

LEGEND

P.O.B	POINT OF BEGINNING
	BOUNDARY
	SECTION LINE
W	EXISTING WATER LINE
SS	EXISTING SEWER LINE
	PROPOSED WATER LINE
4 SS	PROPOSED SEWER LINE
	EXISTING 15' PUBLIC UTILITY EASEMENT PURSUANT TO INSTRUMENT NO. 1120670
	EXISTING 30' IRRIGATION AND UTILITY EASEMENT INSTRUMENT NO 1120670
	PROPOSED EASEMENTS AS NOTED
ROW	PROPOSED 10' RIGHT OF WAY AS NOTED
4" E	PROPOSED 4" ELECTRICAL CONDUIT
FO	PROPOSED 2" FIBER OPTIC CONDUIT
	SECTION CORNER



NOTES

1. The address shall be posted and maintained on every job site p... construction. **NO ADDRESS = NO INSPECTION**

2. **A Site Plan** including a completed City review block shall be on the ... times during construction

3. **Any changes** to this site plan shall be submitted to the City of Idaho F... Planning and Building Division for approval prior to construction

4. **Failure to comply** with the requirements of this plan may result in the Ci... withholding building permits, certificates of occupancy, water or electrical serv...

5. **Approval of the City Engineer** is required for any proposed construction wi... a public right-of-way or easement and shall be in accordance with the **current Ci... of Idaho Falls Standard Specifications and Drawings**.

6. **A City of Idaho Falls Public Works License** is required for any contractor working in a public right-of-way or easement.

7. **A Public Right-of-Way Use Permit** is required for any work in any public right-of-way or easement. The City Engineering Department must be notified at least two (2) days prior to any excavation under this permit (208-612-8250)

8. **Placing Concrete** within the public right-of-way requires inspection and approval by the City Engineering Department. The department shall be notified at least four (4) hours prior to placing (208-612-8250)

9. **All Driveway Approaches** shall be concrete and meet the requirements of the current City of Idaho Falls Standard Specifications and Drawings. All driveways and parking areas shall be hard surface

10. **Replace** all broken or poor quality curb, gutter, and sidewalk

11. **Remove** all unused driveway approaches and replace with standard full height curb, gutter and sidewalk

12. A Licensed Idaho Professional Engineer shall inspect, certify to City Standards, and prepare "As-built" drawings for all **Water, Sanitary Sewer and Storm Sewer Main Lines**

13. All **Water Service Lines** less than four (4) inches and **Sanitary Service Lines** less than eight (8) inches shall be inspected by the City Sewer Department prior to backfilling (612-8108)

14. Pursuant to IDAPA 58.01.08, all new construction shall install provisions for a future water meter to capture domestic and landscape irrigation uses. Provisions shall be installed per City of Idaho Falls Standard D... sheet 600.1 or 600.3. Contact Water Supt (208 612-8471) for... ...ired. Meters or meter ...ders shall be on approved material, and may be purchased from Water Department warehouse (208 612 8474)

15. **Fire flow** and **access road requirements for commercial buildings** are based on building construction type, height, and total square footage of ... This information must be provided on the site plan

16. **Private fire service water mains** shall be installed by, or under the ... of, a city licensed fire sprinkler contractor. Fire service mains must be te... approved by the Fire Marshal prior to backfilling

17. **All Electrical Facilities**, including new services or the relocating of e... shall be in accordance with the current Idaho Falls Power Service Policy ... Policy available at I F P. office or I F P. website. The developer must subm... copies of these plans directly to Idaho Falls Power for the design and/or ... electric service. Contact Idaho Falls Power prior to construction of electri... (612-8430)

18. All single-family attached dwellings shall have separate **electrical**, wat... sewer service lines without any common facilities

19. Appropriate erosion and sediment control requirements associated wit... construction shall be shown on the Site Plan or a separate attached plan.

20. In compliance with Idaho Code § 55-1613 a field search and location survey ... conducted under the direction of a professional land surveyor prior to this project ... construction

VICINITY MAP



CITY OF IDAHO FALLS SITE PLAN APPROVAL
Revision 4/2016

Approved _____ Date _____
City of Idaho Falls

PROPERTY LEGAL DESCRIPTION

SEE INSTRUMENT NUMBER 1559612 AND 1120670, INCLUDING LOTS 10 AND 11, BLOCK 1, McNEIL BUSINESS PARK DIVISION No. 4.

SITE PLAN CONTACT PERSON

NAME KURT ROLAND
ADDRESS 1331 FREMONT AVE., IDAHO FALLS, ID ZIP 83402
PHONE 208-542-2665

SITE PLAN NAME AND ADDRESS (See Note #1)

UPICK BARN
2724 S. ROLLANDET ST.
IDAHO FALLS, IDAHO 83402

ENGINEERING DEPT.

SEWER FRONT FOOTAGE 0 FT.
WATER FRONT FOOTAGE 0 FT.

FILE NO. 20159	DRAWN BY: JML	DATE PLOTTED:
SCALE: 1:30	CHECKED BY: PJS	REVIEW NO.: 1

IDAHO FALLS

Board of Adjustment

June 27, 2024

IDAHO FALLS

Call to Order
Meeting Minutes: May 23, 2024
Reasoned Statements: May 23, 2024

IDAHO FALLS

CUP24-009

Conditional Use Permit to for Agriculture Tourism

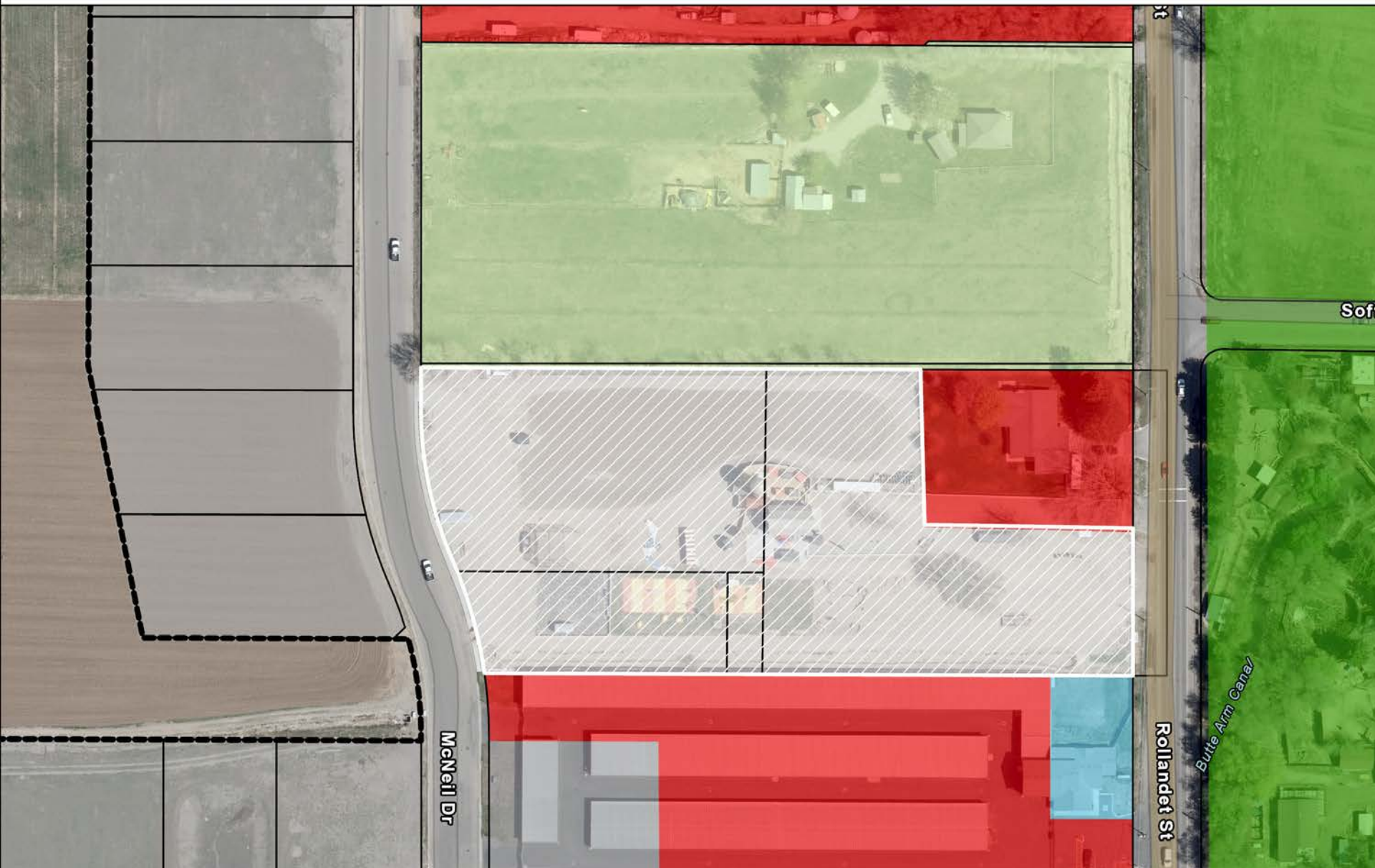
2724 S Rollandet or Lot 11, Block 1, McNeil Business Park Division 4 and 2.030 Acres in the South ½ of the East ½ of the Northeast ½ of the Southeast ½ of Section 25, T 2N, R 37E

Zoning

CUP24-009 U-Pic

RE R1 TN R3 PB LC R&D I&M

RP R2 RMH R3A CC HC LM P




N
Aerial
CUP24-009 U-Pick Red Barn
Rollandet Ave
McNeil Dr
Thayer Bridge Cir
Elk Dr
Carnival Way
Sunken Diamond Dr
Leo Larsen Dr
Softball Dr
Carnival Way
Rogers St
Westmoreland Cir
Westmoreland Dr
Source: Esri, Maxar, Earthstar Geographics, and the GIS User Community


N
Aerial
CUP24-009 U-Pick Red Barn
Softball Dr
Elk Dr
Rollandet Ave
McNeil Dr
Source: Esri, Maxar, Earthstar Geographics, and the GIS User Community



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TOTAL STALL COUNT = 519 STALLS

100' 50' 0 100'

SCALE: 1" = 100'

SITE PLAN FOR:

UPICK BARN

City of Idaho Falls, Bonneville County, Idaho

20159

REVISED MARCH 2024

LAND USE NOTES:

CURRENT ZONE = LC - LIMITED COMMERCIAL
PROJECT AREA = 4.085 AC
SF OF PROPOSED BUILDINGS = 615
BUILDING TYPE=28
BUILDING HEIGHT SILO=25' - 30'

BENCHMARK:
CITY OF IDAHO FALLS NAVD DATUM

EXISTING MANHOLE CONCRETE COLLAR AS LABELED ON DRAWING).

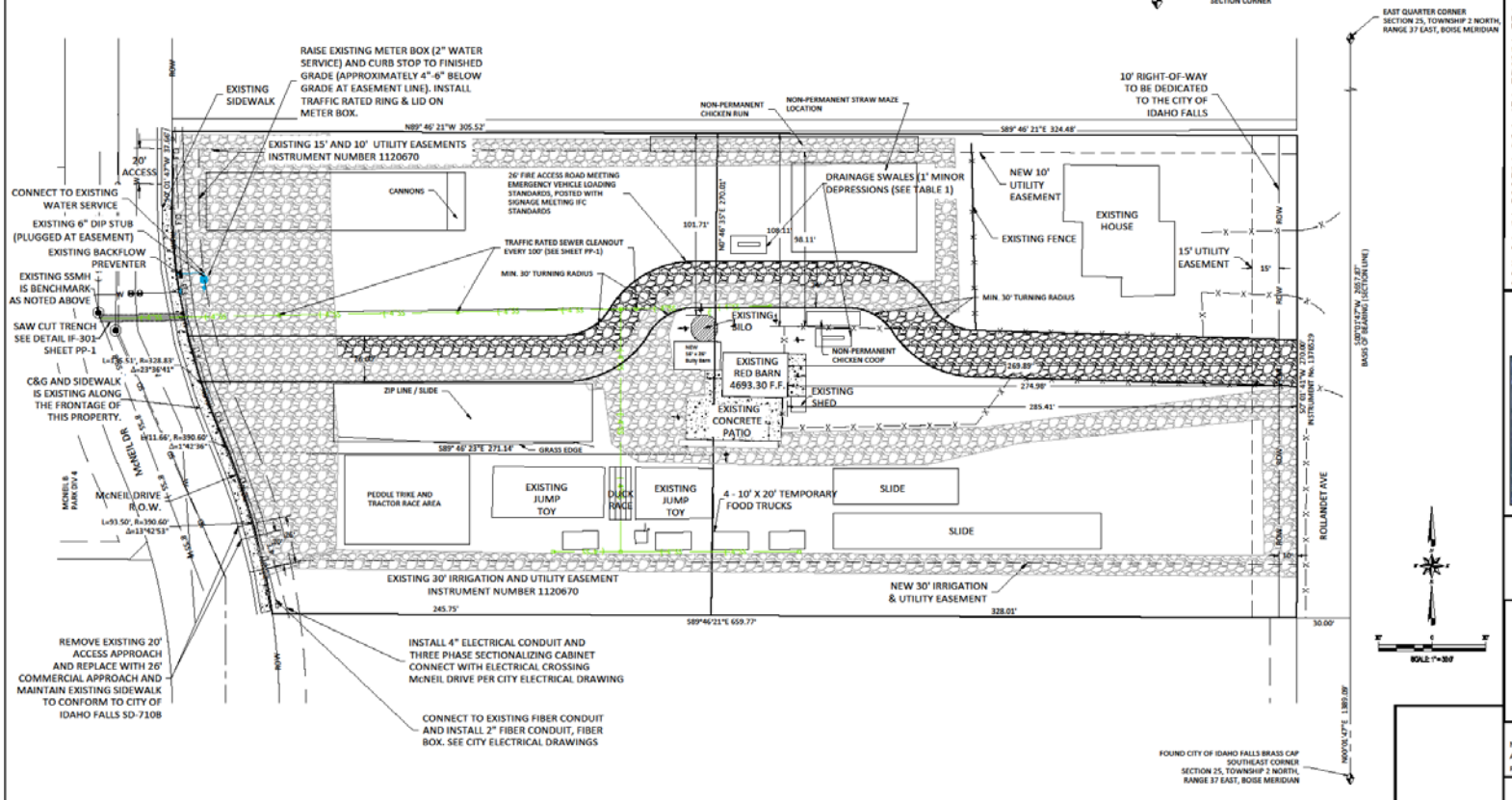
ELEV=4691.24
NORTHING=658336.623
EASTING=688367.604

SURVEY NOTE:

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LEGEND

P.O.B.	POINT OF BEGINNING
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	SECTION LINE
W	EXISTING WATER LINE
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	PROPOSED WATER LINE
4"SS	PROPOSED SEWER LINE
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	EXISTING 30' IRRIGATION AND UTILITY EASEMENT INSTRUMENT NO. 1120670
	PROPOSED EASEMENTS AS NOTED
ROW	PROPOSED 10' RIGHT OF WAY AS NOTED
4" E	PROPOSED 4" ELECTRICAL CONDUIT
FO	PROPOSED 2" FIBER OPTIC CONDUIT
	SECTION CORNER



NOTES

1. The address shall be posted and maintained on every job site prior to and during construction. **NO ADDRESS = NO INSPECTION.**
2. A **Site Plan** including a completed City review block shall be on the job site at all times during construction.
3. **Any changes** to this site plan shall be submitted to the City of Idaho Falls Planning and Building Division for approval prior to construction.
4. **Failure to comply** with the requirements of this plan may result in the City withholding building permits, certificates of occupancy, water or electrical service.
5. **Approval of the City Engineer** is required for any proposed construction within a public right-of-way or easement and shall be in accordance with the **current City of Idaho Falls Standard Specifications and Drawings.**
6. A **City of Idaho Falls Public Works License** is required for any contractor working in a public right-of-way or easement.
7. A **Public Right-of-Way Use Permit** is required for any work in any public right-of-way or easement. The City Engineering Department must be notified at least two (2) days prior to any excavation under this permit (208-612-8250).
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9. **All Driveway Approaches** shall be concrete and meet the requirements of the current City of Idaho Falls Standard Specifications and Drawings. All driveways and parking areas shall be hard surface.
10. **Replace** all broken or poor quality curb, gutter, and sidewalk.
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14. Pursuant to IDAPA 58.01.08, all new construction shall install provisions for a future water meter to capture domestic and landscape irrigation uses. Provisions shall be installed per City of Idaho Falls Standard Drawing 600-1or 600-3. Contact Water Supt. (208-612-8471) to determine if meter itself is required. Meters or meter idlers shall be on approved material list and may be purchased from Water Department warehouse (208-612-8474).
15. **Fire flow** and **access road requirements for commercial buildings** are based on building construction type, height, and total square footage of all floors. This information must be provided on the site plan.
16. **Private fire service water mains** shall be installed by, or under the supervision of, a city licensed fire sprinkler contractor. Fire service mains must be tested and approved by the Fire Marshal prior to backfilling.
17. **All Electrical Facilities**, including new services or the relocating of existing, shall be in accordance with the current Idaho Falls Power Service Policy. Service Policy available at I.F.P. office or I.F.P. website. The developer must submit two (2) copies of these plans directly to Idaho Falls Power for the design and/or approval of electric service. Contact Idaho Falls Power prior to construction of electrical facilities (612-8430).
18. All single-family attached dwellings shall have separate electrical, water, and sewer service lines without any common facilities.
19. Appropriate erosion and sediment control requirements associated with construction shall be shown on the Site Plan or a separate attached plan.
20. In compliance with Idaho Code § 55-1613 a field search and location survey has been conducted under the direction of a professional land surveyor prior to this project's construction.

VICINITY MAP



CITY OF IDAHO FALLS SITE PLAN APPROVAL
Revision 4/2016

Approved _____ Date _____
City of Idaho Falls

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SEWER FRONT FOOTAGE 0 FT.
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FILE NO.	DRAWN BY:	DATE PLOTTED:	SHEET NO.
20159	JML	08-23-23	1 of 3
SCALE: 1:30	CHECKED BY: PJS	REVIEW NO.: 1	

SITE PLAN FOR:

UPICK BARN

City of Idaho Falls, Bonneville County, Idaho

20159

REVISED MARCH 2024

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BENCHMARK:
CITY OF IDAHO FALLS NAVD DATUM

EXISTING MANHOLE CONCRETE COLLAR AS LABELED ON DRAWING.

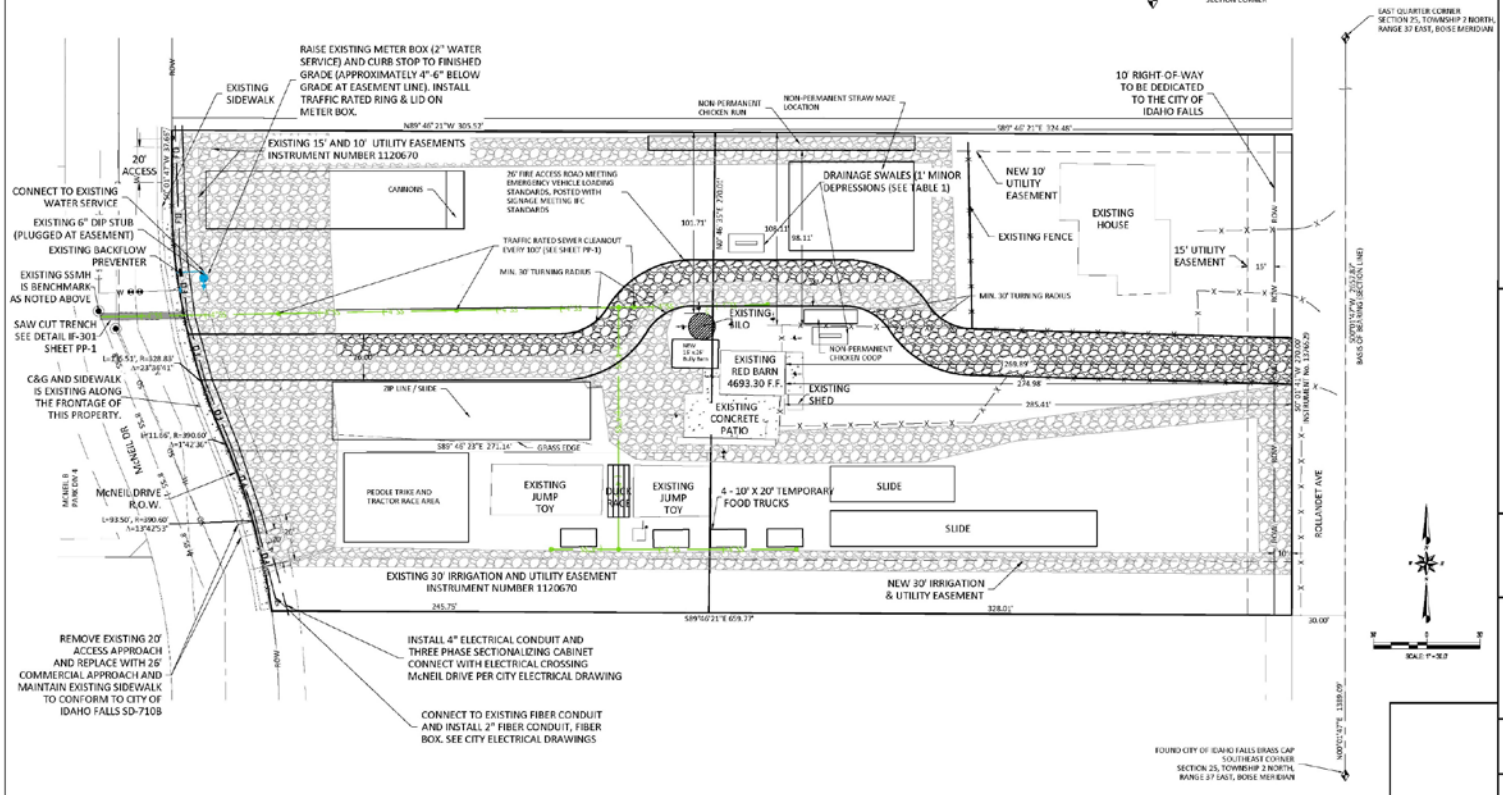
ELEV=4093.24
NORTHING=658336.623
EASTING=668367.604

SURVEY NOTE:

This site plan conforms to an actual survey that was performed on the ground by a licensed land surveyor in and for the State of Idaho. It is the owner's responsibility to construct all structures shown on this site plan in accordance with said survey.

LEGEND

P.O.B.	POINT OF BEGINNING
	BOUNDARY
	SECTION LINE
W	EXISTING WATER LINE
SS	EXISTING SEWER LINE
	PROPOSED WATER LINE
SS	PROPOSED SEWER LINE
	EXISTING 15' PUBLIC UTILITY EASEMENT PURSUANT TO INSTRUMENT NO. 1120670
	EXISTING 30' IRRIGATION AND UTILITY EASEMENT INSTRUMENT NO. 1120670
	PROPOSED EASEMENTS AS NOTED
ROW	PROPOSED 30' RIGHT OF WAY AS NOTED
4" E	PROPOSED 4" ELECTRICAL CONDUIT
FO	PROPOSED 2" FIBER OPTIC CONDUIT
	SECTION CORNER



NOTES

1. The address shall be posted and maintained on every job site prior to and during construction. **NO ADDRESS = NO INSPECTION.**
2. **A Site Plan** including a completed City review block shall be on the job site at all times during construction.
3. **Any changes** to this site plan shall be submitted to the City of Idaho Falls Planning and Building Division for approval prior to construction.
4. **Failure to comply** with the requirements of this plan may result in the City withholding building permits, certificates of occupancy, water or electrical service.
5. **Approval of the City Engineer** is required for any proposed construction within a public right-of-way or easement and shall be in accordance with the **current City of Idaho Falls Standard Specifications and Drawings**.
6. **A City of Idaho Falls Public Works License** is required for any contractor working in a public right-of-way or easement.
7. **A Public Right-of-Way Use Permit** is required for any work in any public right-of-way or easement. The City Engineering Department must be notified at least two (2) days prior to any excavation under this permit (208-612-8250).
8. **Placing Concrete** within the public right-of-way requires inspection and approval by the City Engineering Department. The department shall be notified at least four (4) hours prior to placing (208-612-8250).
9. **All Driveway Approaches** shall be concrete and meet the requirements of the current City of Idaho Falls Standard Specifications and Drawings. All driveways and parking areas shall be hard surface.
10. **Replace** all broken or poor quality curb, gutter, and sidewalk.
11. **Remove** all unused driveway approaches and replace with standard full height curb, gutter and sidewalk.
12. A Licensed Idaho Professional Engineer shall inspect, certify to City Standards, and propose "As-built" drawings for all **Water, Sanitary Sewer and Storm Sewer Main Lines**.
13. All **Water Service Lines** less than four (4) inches and **Sanitary Service Lines** less than eight (8) inches shall be inspected by the City Sewer Department prior to backfilling (612-8100).
14. Pursuant to IDAPA 58.01.08, all new construction shall install provisions for a future water meter to capture domestic and landscape irrigation uses. Provisions shall be installed per City of Idaho Falls Standard Drawing 600-for 600-3. Contact Water Dept. (208-612-8471) to determine if meter itself is required. Meters or meter risers shall be on approved material list and may be purchased from Water Department warehouse (208-612-8474).
15. **Fire flow and access road requirements for commercial buildings** are based on building construction type, height, and total square footage of all floors. This information must be provided on the site plan.
16. **Private fire service water mains** shall be installed by, or under the supervision of, a city licensed fire sprinkler contractor. Fire service mains must be tested and approved by the Fire Marshal prior to backfilling.
17. All **Electrical Facilities**, including new services or the relocating of existing, shall be in accordance with the current Idaho Falls Power Service Policy. Service Policy available at I.F.P. office or I.F.P. website. The developer must submit two (2) copies of these plans directly to Idaho Falls Power for the design and/or approval of electric service. Contact Idaho Falls Power prior to construction of electrical facilities (612-8430).
18. All single-family attached dwellings shall have separate electrical, water, and sewer service lines without any common facilities.
19. Appropriate erosion and sediment control requirements associated with construction shall be shown on the Site Plan or a separate attached plan.
20. In compliance with Idaho Code § 55-1613 a field search and location survey has been conducted under the direction of a professional land surveyor prior to this project's construction.

VICINITY MAP



CITY OF IDAHO FALLS SITE PLAN APPROVAL
Revision 4/2016

Approved _____ Date: _____
City of Idaho Falls

PROPERTY LEGAL DESCRIPTION

SEE INSTRUMENT NUMBER 1559612 AND 1120670, INCLUDING LOTS 10 AND 11, BLOCK 1, McNEIL BUSINESS PARK DIVISION No. 4.

SITE PLAN CONTACT PERSON

NAME KURT ROLAND
ADDRESS 1331 TELEMONT AVE., IDAHO FALLS, ID ZIP 83402
PHONE 208-542-2605

SITE PLAN NAME AND ADDRESS (See Note #1)

UPICK BARN
2724 S. ROLLANDET ST.
IDAHO FALLS, IDAHO 83402

ENGINEERING DEPT.
SEWER FRONT FOOTAGE 0 FT.
WATER FRONT FOOTAGE 0 FT.

FILE NO.	DRAWN BY:	DATE PLOTTED:	SHEET NO.
20159	JWL	08-23-23	1 of 3
SCALE: 1:30	CHECKED BY: FBS	REVIEW NO.: 1	

Looking Northeast from McNeil Dr



Looking East from McNeil Dr



Looking East from McNeil Dr



City Right of Way on Rollandet



Sign Location Submitted with Sign Permit



Location of Sign on Site as of June 14th



COMMUNITY DEVELOPMENT SERVICES

Planning Division
Office (208) 612-8276
Fax (208) 612-8520

IDAHO FALLS

Building Division
Office (208) 612-8270
Fax (208) 612-8520

July 3, 2024

Rollie Walker
1070 Riverwalk Dr Ste 200
Idaho Falls, ID 83402

Re: CUP24-009, CONDITIONAL USE PERMIT, U-Pick Red Barn, Conditional Use Permit for Agriculture Tourism in the LM, Light Manufacturing and Heavy Commercial Zone, North of Sunnyside Road, east of McNeil Drive, south of 25th Street, and west of Rollandet Avenue.

To Whom it May Concern:

On July 25, 2024, the Board of Adjustment unanimously voted to approve the conditional use permit for U-Pick Red Barn with the following variances and conditions:

Variances:

- Meet all landscape requirements except the landscape buffer between the house addressed at 2724 Rollandet Ave and the U-Pick Red Barn commercial operations.
- Allow on street parking along McNiel Dr to be counted toward parking requirements only if the adjacent property is undeveloped. Parking adjacent to an undeveloped property shall no longer be counted once a building permit has been issued for the development of that property.

Conditions:

- Resolve the outstanding sign violation by immediately moving the sign outside of the City right-of-way.
- Identify parking on the required site plan, including all on-site and off-site parking, showing 9’20’ parking stall dimensions, as well as dimensions of all drive aisles.
- Submit executed parking agreements, including the number and dimensions of available parking spaces and proof of payment for off-premise parking.
- Obtain site plan approval showing an accurate depiction of the site prior to opening to the public.
- Obtain all required building permits, inspections, and final sign offs for all structures requiring a permit prior to opening to the public.
- Obtain other necessary permits through the Fire Department and Public Works prior to opening to the public.
- Fireworks are allowed only during the normal six (6) week period in which U-Pick Red Barn is in operation and is limited to one (1) firework display show per season with the required permitting.
- U-Pick Red Barn operations are limited to six (6) consecutive weeks during the months of September and October.

If you have further questions, feel free to contact me at (208) 612-8278.

Sincerely,

Naysha Foster
Planner I
Community Development Services Department

Cc: File

IDAHO FALLS
Community Development Services

Planning Division
Office (208) 612-8276

BOARD OF ADJUSTMENT

June 27, 2024

Council Chambers
680 Park Ave

Members Present: Nathan Kennedy - Chair, Ron Johnson, Kristi Brower, Scott Larson, Trevor Boyle

Staff Present: David Peterson, Current Planner, Mike Kirkham, City Attorney

Call to Order: Nathan Kennedy called the meeting to order at 12:15 p.m.

Minutes: Johnson made a motion to approve the minutes from May 23, 2024, Brower seconded the motion and it carried unanimously.

Brower made a motion to approve the Reasoned Statement of Relevant Criteria and Standards for a Conditional Use Permit to convert a residence to a business in the Traditional Neighborhood Zone for the Midwifery Center from the May 23, 2024, Board of Adjustment meeting. Johnson seconded the motion and it passed unanimously.

Johnson made a motion to approve the Reasoned Statement of Relevant Criteria and Standards to table the Conditional Use Permit for agriculture tourism in the LM, Light Manufacturing and Heavy Commercial Zone for the U-Pick Red Barn from the May 23, 2024, Board of Adjustment meeting. Boyle seconded the motion and it passed unanimously.

Public Hearing

CUP24-009:

Kennedy opened the public hearing.

Applicant: Alison Shindurling, 310 W 1st S, Rigby, Idaho. Shindurling stated that she submitted a site plan with the parking and gave the BOA a current copy with parking delineated. There are onsite and on street McNeil parking that comes to 186 stalls, 204 in the zoo parking lot, and 191 in the Burns field for a total of approximately 580 stalls. They will also have four ADA parking stalls along the home off the main driveway. Even without the zoo parking they will have enough parking to meet requirements.

Johnson and Brower asked if they are intending to use the zoo parking for now? Shindurling said that they will use it until the zoo builds into the field. Shindurling stated that if they are ever in a position that they can't meet the required parking they will not operate until they have it resolved.

Brower asked if they have the lease from the zoo? Shindurling said that the lease is not completed as of yet. Brower said that was on the list of items that needed to be done by today's meeting. Shindurling said they are still working on it. They tried to meet with the zoo staff that week and they were not in office. Kennedy said without the zoo parking they still meet the requirements. Shindurling provided the 2023 lease and stated that the lease has been similar every year.

Boyle said they do have emails between the zoo and U-Pick saying they were working on it.

Brower asked if any of the stalls were marked with bumpers? Shindurling said they will be when the parking lot is groomed before they open for the season. She said they will be separated out with tire stops or straw bales and they spray paint the spaces daily so they stay clearly marked.

Shindurling said the next thing to discuss is the landscaping buffer to the north of the property. They proposed a variance for the north facing property line as they already have mature trees that are full and green which remain in that state until the season is complete which is typically through October 31st. When the leaves have fallen there is nothing to block and it's not a year-round commercial activity. They would like to meet the spirit of the zoning code with the trees already on the property. Shindurling showed the Board a picture of the fence line and stated that there is already a six-foot fence along the north property line as well as a fifteen-foot-deep chicken coop.

Shindurling said they also proposed a variance for the removal of a buffer between the residence on the property and the commercial use because both are the same owner. She showed the Board pictures of the property along with the picket fence that separates the two uses.

Brower asked under what criteria are they asking for the variance? Kirkham responded that typically with a variance, in the zoning code, what they're looking for is a condition on the property that would make it difficult to comply with the zoning code. In this condition what we're looking for is variance for the landscaping and fence that's a barrier for a commercial activity you might ook at what about the property or the activity being proposed is different than others that would make this more of a burden to comply with than other properties. Brower stated that usually when they get a variance request there is an indication of why the requested variance qualifies and she's not seeing that in this application. Boyle asked if the existing landscaping meets the current requirements. Peterson explained that with an eight-foot opaque fence the landscape buffer is still five-feet short. If there is no opaque fence the landscape buffer is fifteen-feet short.

Boyle said that he went and walked the property and said that the existing trees and fence are buffering an empty field. Because of this, he does not think it's a massive concern that they meet the current requirements. When it gets developed it may be something to look at that at that time. For now, they're basically buffering nothing. This seems excessive in his opinion. Brower stated that we must follow City code.

Shindurling said the next variance they have listed is the east and west entrances. They propose that the variance be granted on the east and west boarders for the fact that the views of the U-Pick Red Barn are inviting, attractive, and have a welcoming charm that will not need to be buffered as they if they are industrial. When industrial property along McNeil or the zoo properties change to residential, they will buffer at that time.

Johnson asked Shindurling to go back to the parking to clarify where they will be parking when they're not using the zoo parking. Shindurling stated that they will use onsite parking and on street parking up and down McNeil. Once the pumpkins are harvested, they will use the Burns property across McNeil.

Shindurling said the sign violation on Rollandet is six inches into the city right-of-way. They propose that the sign is left where it is until Rollandet is widened and improved.

Kennedy asked if they have discussed the illegal lot split? Shindurling said the lot split has been resolved. The Bonneville County Surveyor spoke with city staff and resolved the issue.

Shindurling said they met with the Fire Department and adjusted the fire lane. The ditch along the south side of the property has been covered and it was determined this would be the easiest location. The fire lane will run street to street, McNeil to Rollandet. The fire lane has been widened to twenty-six feet.

Johnson asked if the sign is easily moved why don't they move it now? Shindurling said that the sign itself is easy to move but the iron ports that hold it are not easy to move. She said that when the street is widened, and the power pulls and fence are down it will be much easier to move.

Larson said that earlier in the discussion they were talking about the existing trees and fence blocking an open field but wants to know what are the long-term plans of that field. Shindurling said they have not discussed plans with the owner of the field but said that the current owners, the Bates, really love those trees. Shindurling said that if any of the surrounding properties change the U-Pick Red Barn would put up the adequate barriers.

Peterson presented the staff report, a part of the record.

Support/Opposition:

Cheryl Ashment, 3050 Thayerbridge Circle, Idaho Falls, Idaho. Ashment is concerned because she keeps hearing the opening date will be August and is concerned that U-Pick keeps opening earlier for a longer season. She would like the Board to consider holding U-Pick to specific dates that they can be opened.

Jeffrey Joe, 2974 Thayerbridge Circle, Idaho Falls, Idaho. Joe would ask the Board to carefully consider the parking plan. The applicant said there will be plenty of spaces even without utilizing the zoo parking lot and that parking would count on the McNeil side. The safety concern is the habit of people parking on the Rollandet side. He knows that there is an attempt to have people park on the McNeil side however it's habit for them to park along Rollandet because that is where their sign is located. The fire lane is also an issue. Historically there was a significant straw-based fire on the property. They should be required to keep the fire lane clear at all times given that the amusement area uses hay bales for their large slide or their corn maze. Joe asked if there is there any sort of grant that U-Pick can apply for to help with the expenses of coming into compliance? He would like to see them continue but they need to meet zoning requirements.

Tim Cannon, Facilities Manager for the Idaho Falls Zoo. The zoo staff met with the Walkers four to five weeks prior. They told the Walkers they are willing to move forward with a year-to-year lease. The zoo couldn't sign anything more than one year as they don't know the future of expansion. The zoo negotiated a new amount for the lease with the Director from Park and Recreation The old lease was $555.00 for the season; however, any new lease would need to meet current costs of $100.00 per day. The 2024 lease has yet to be signed.

Applicant: Alison Shindurling, 310 W 1st Street, Rigby, Idaho. Shindurling stated that they have changed their address on Google and social media to show the entrance at 228 McNeil instead of Rollandet. The fire lane is no longer going through the cannons. They have moved the cannons on the site plan and have added dimensions to all the existing structures. Kennedy said that some of the heights are missing on the site plan. Shindurling said they are missing on the site plan the Board has but are listed on the site plan she brought to the meeting that will be scanned by staff when the meeting is over. Shindurling showed the Board the corrected site plan she brought to the meeting. Brower said the heights are missing on the new site plan as well.

Peterson informed the Board that when U-Pick applies for building permits they will be required to dimensions, to include heights, on the site plan.

Kennedy asked Shindurling what the intended hours of operation for U-Pick would be? Shindurling said the intended hours of operation are typically, but not limited to, 9:00 am to 9:00 pm. Fridays and Saturdays until 10:00 pm. They do onetime fireworks show that starts at dark so that day they are opened a bit later. Shindurling said this year their intended start date would be September 14th through October 31st. Occasionally throughout the summer they will rent the property to families for family reunions, but these are very low impact. They also do a soft opening the Friday before for a special needs event.

Peterson said that the landscape buffer on the south property is not required but it is a condition the Board can apply if they deem necessary. Also, the address that is proposed is on the wrong side of the road so legally the city cannot allow it to be the official address of U-Pick Red Barn. If the applicant requires a new address, it's something that the city can accommodate when the site plan and building permits are submitted. The new address would be based on the city's address grid not on an existing address across the street.

Kennedy asked what the hours of operation are in the LM, Light Manufacturing and Heavy Commercial zone? Peterson responded that hours are not limited in the LM zone.

Kennedy also asked if there was any noise abatement. Peterson informed the Board that the noise ordinance states that anything under 65 decibels from the property line is acceptable for any use.

Johnson asked staff what the long-term plans are for Rollandet? Peterson told him that it was annexed into the city as is. When new development occurs, infrastructure happens at that time.

Kennedy asked if there are any height requirements from property lines. Peterson said that the code requires structures have additional separation from residential uses. The higher the structure is the further the setback requirement would be from a residential use. This is usually a condition when a commercial entity is next to residential. The Board can apply additional setbacks as they deem necessary.

Larson said that outside of the six weeks the U-Pick is open the property can be rented for limited engagements. Larsen wants to know if there is something currently listed that would prevent this. Peterson said that the Board could put a condition on the property limiting special engagements as they see fit to reduce the negative impact on surrounding properties. Kirkham informed the Board that there is not currently anything that would prevent limited engagements. Part of what the Boards role is to examine the proposed use and come up with conditions to minimize negative impacts. He said that one thing the commission should be careful with on the request for a conditional use is if you make the conclusion that the use is incompatible, really what you're saying is that there isn't anything you can do that would allow you to move forward.

Boyle said that when the Board limits parking to on street parking does that limit just that property owner or does it affect other people that would develop on that street? For example, if the Board didn't approve parking on McNeil but a customer parked on the street does the property owner get a violation? Kirkham and Peterson explained that the Board is not permitting parking on McNeil, they are approving McNeil to be used as part of the required parking stalls for U-Pick. Kennedy asked if the city usually counts on street parking right in front of the property. Peterson said that city code states that parking directly in front of the property can be considered as part of the parking requirements, but on street parking along additional properties would require the Board to apply that condition.

Kennedy closed the public hearing.

The Board deliberated and discussed concerns regarding why they are lacking the information they requested from U-Pick from the prior meeting, why they have three different site plans and none of them are correct, missing heights and dimensions on the site plans, what is the hardship preventing them from meeting the current code requirements regarding buffering, can finances be a qualifier for a hardship, time frames for the use of fireworks, and operating hours. The Board discussed rejecting the sign variance as they can't give a variance to break a code. The Board also discussed if they should table again for further information, deny the application, or approve with conditions.

Brower moved to approve the conditional use permit with the following variances:

- **Meet all landscaping requirements except the landscaping buffer between the house addressed at 2724 Rollandet Avenue and the U-Pick Red Barn commercial operations.**
- **Allow on street parking along McNeil Dr to be counted toward parking requirements only if the adjacent property is undeveloped. Parking adjacent to an undeveloped property shall no longer be counted once a building permit has been issued for the development of that property.**

And approve the conditional use permit with the following conditions:

- **Resolve the outstanding sign violation by immediately moving the sign outside of the City right-of-way.**
- **Identify parking on the required site plan, including all on-site and off-site parking, showing 9'x 20' parking stall dimensions, as well as dimensions of all drive aisles.**
- **Submit executed parking agreements, including the number and dimensions of available parking stalls and proof of payment for off-premises parking.**
- **Sign and clearly mark the fire access road through the property and keep it clear at all times.**
- **Obtain site plan approval showing an accurate depiction of the site prior to opening to the public.**
- **Obtain all required building permits, inspections, and final sign offs for all structures requiring a permit prior to opening to the public.**
- **Obtain other necessary permits through the Fire Department and Public Works prior to opening to the public.**
- **Fireworks are allowed only during the normal six (6) week period in which U-Pick Red Barn is in operation and is limited to one (1) firework display show per season with required permitting.**
- **U-Pick Red Barn operations are limited to six (6) consecutive weeks during the months of September and October.**

Johnson seconded the motion. Boyle, yes; Larson, yes; Kennedy, yes; Johnson, yes; Brower, yes. The motion passed unanimously.

Adjourned at 3:00 p.m.

Respectfully Submitted, Ann Peterson, Recording Secretary

REASONED STATEMENT OF RELEVANT CRITERIA AND STANDARDS

A CONDITIONAL USE PERMIT TO ALLOW AG TOURISM USE IN THE LM, LIGHT MANUFACTURING AND HEAVY COMMERCIAL ZONE.

WHEREAS, the applicant filed an application for the Conditional Use Permit on April 08, 2024; and

WHEREAS, this matter came before the Idaho Falls Board of Adjustment during a duly noticed public hearing on July 25, 2024; and

WHEREAS, having reviewed the application, including all exhibits entered and having considered the issues presented:

I. RELEVANT CRITERIA AND STANDARDS

1. The Board of Adjustment considered the request pursuant to City of Idaho Falls Comprehensive Plan, City of Idaho Falls Zoning Ordinance, City of Idaho Falls Subdivision Ordinance, the Local Land Use Planning Act, and other applicable development regulations.
2. The property is currently zoned LM, Light Manufacturing and Heavy Commercial.
3. Ag Tourism is an allowed use in the LM zone with a conditional use permit.
4. The conditional use permit is approved with the following variances:
    a. Remove requirement for the landscape buffer between the house addressed at 2724 Rollandet Ave and the U-Pick Red Barn commercial operations.
    b. Allow on street parking along McNiel Dr to be counted toward parking requirements only if the adjacent property is undeveloped. Parking adjacent to an undeveloped property shall no longer be counted once a building permit has been issued for the development of that property.
    c. Offsite parking lots are permitted to be unimproved surfaces and be delineated as described by the applicant, with hay bails and temporary striping.
5. The conditional use permit is approved with the following conditions:
    a. Resolve the outstanding sign violation by immediately moving the sign outside of the City right-of-way.
    b. Identify parking on the required site plan, including all on-site and off-site parking, showing 9'x20' parking stall dimensions, as well as dimensions of all drive aisles.
    c. Meet all landscape requirements not included in the granted variances.
    d. Submit executed parking agreements, including the number and dimensions of available parking stalls and proof of payment for off-premise parking prior to opening to the public.
    e. Sign and clearly mark the fire access road through the property and keep it clear at all times.
    f. Obtain site plan approval showing an accurate depiction of the site prior to opening to the public.
    g. Obtain all required building permits, inspections, and final sign offs for all structures requiring a permit prior to opening to the public.
    h. Obtain other necessary permits through the Fire Department and Public Works prior to opening to the public.

i. Fireworks are allowed only during the normal six (6) week period in which U-Pick Red Barn is in operation and is limited to one (1) firework display show per season with required permitting.

j. U-Pick Red Barn operations are limited to six (6) consecutive weeks during the months of September and October.

6. The Conditional Use conforms to the requirements of the Comprehensive Zoning Code as well as the Comprehensive Plan.

II. DECISION

Based on the above Reasoned Statement of Relevant Criteria, the Board of Adjustment of the City of Idaho Falls approves the Conditional Use Permit as presented.

PASSED BY BOARD OF ADJUSTMENT OF THE CITY OF IDAHO FALLS

THIS 25th DAY OF July, 2024

Nathan Kennedy - Chair

IDAHO FALLS

CONDITIONAL USE PERMIT
NOTICE OF PUBLIC HEARING
IDAHO FALLS BOARD OF ADJUSTMENT

Notice is hereby given that a Public Hearing will be held by the Idaho Falls Board of Adjustment on **Thursday, 6/27/2024**, at **12:15 PM** in the **City Council Chambers**, 680 Park Ave, Idaho Falls, ID to Consider:

PROJECT INFORMATION:

Project Description:	A Conditional Use Permit for Agriculture Tourism in the LM, Light Manufacturing and Heavy Commerical Zone with a request to waive or reduce minimum development Standards.
Project File No.:	CUP24-009
Applicant:	Rollie Walker, U-Pick Barn
Project Location:	2726 Rollandet Avenue, located north of Sunnyside Road, east of McNeil Drive, south of 25th Street, west of S Rollandet Avenue.

PROJECT SUMMARY:

A Conditional Use Permit for Agriculture Tourism in the LM, Light Manufacturing and Heavy Commerical Zone with a request to waive or reduce minimum development Standards for U-Pick Pumpkin Patch. For more information regarding Conditional Use Permit criteria see Section 11-6-5(B) of the Comprehensive Zoning Code by going to the City website: www.idahofallsidaho.gov.

BASIS FOR BOARD OF ADJUSTMENT CONSIDERATION INCLUDES BUT ARE NOT LIMITED TO:

Conditions to minimize any adverse impacts including but not limited to	*NOTE:* Public testimony should be associated to policies of the Comprehensive Plan and Zoning Ordinance. Petitions, opinions and repetitive testimony is discouraged. When testifying, know the law, be informed and speak on point. Traffic concerns and issues are addressed by the City Engineer.
Hours of operation	
Environmental effects	
Landscaping	

The purpose of the public hearing is not to be a forumn for questions and answers, but to provide testimony regarding the application. If you have questions regarding the application please contact the Planning Division prior to the hearing.

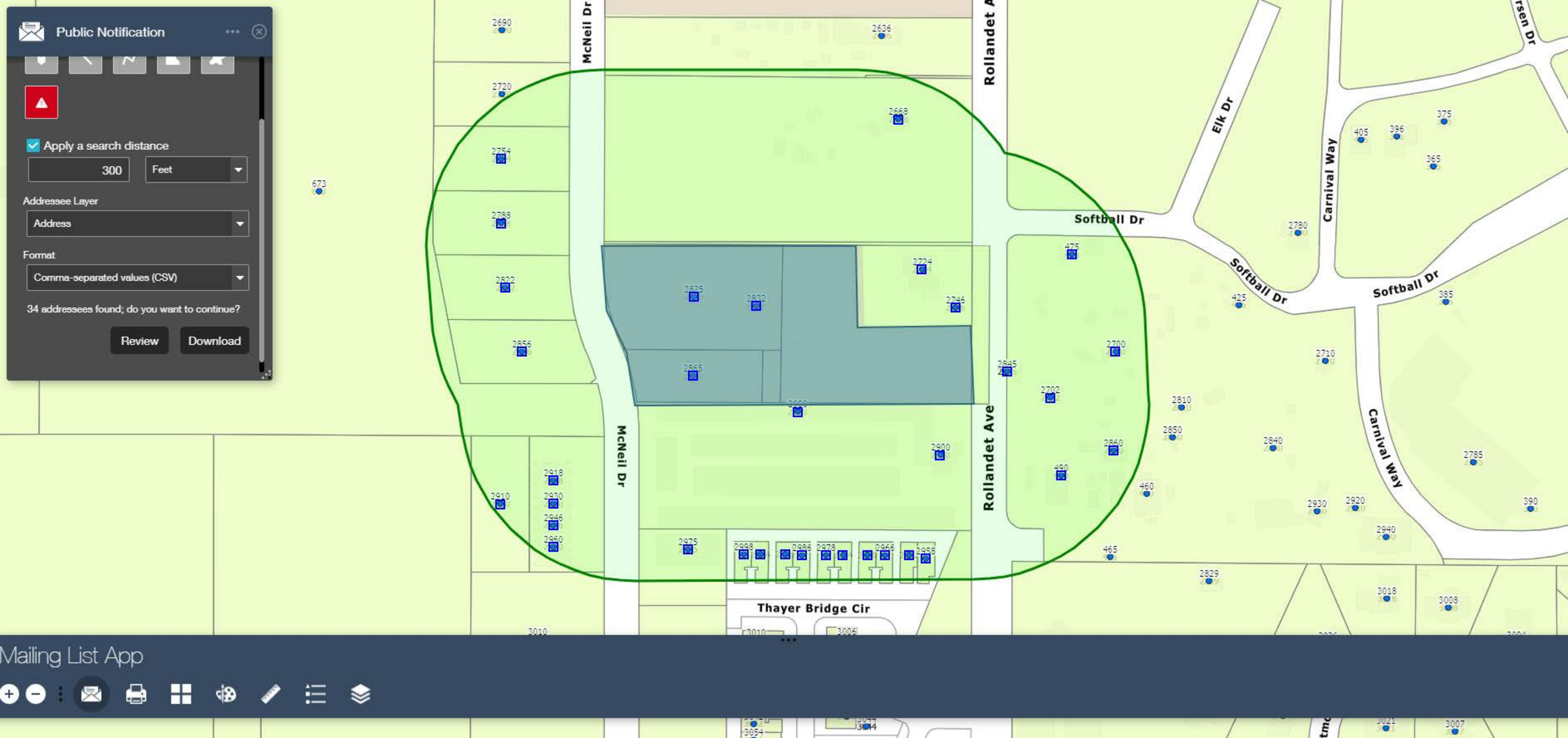
PUBLIC COMMENT:

Written comments on the application must be received at the Planning Division, 380 Constitution Way, Idaho Falls, ID 83402 or by emailing nfoster@idahofalls.gov no later than 5:00 p.m. on the Friday prior to the meeting. The public will have the opportunity to provide testimony in person at the public hearing. The Chairperson may impose reasonable time limits on testimony.

Adjacent property owners are notified of this hearing and may present evidence or testimony concerning the above request. Procedures and suggestions for testifying can be viewed at https://tinyurl.com/How-to-Testify or by visiting our office. Individual members of the Commission should not be contacted outside of the formal hearing process. Staff reports are available by 3:00 p.m. the Friday prior to the public hearing. If you wish to receive a copy of the staff report, please call 612-8276 after 3:00 p.m. or email apeterson@idahofalls.gov.

ADA ASSISTANCE:

If you need communication aids, services, or other accommodations to participate, please call us at 612-8276 with your needs at least three (3) days prior to the meeting so we can assist you.


Public Notification
Apply a search distance
300
Feet
Addressee Layer
Address
Format
Comma-separated values (CSV)
34 addressees found; do you want to continue?
Review
Download
McNeil Dr
Rollandet Ave
Softball Dr
Elk Dr
Carnival Way
Thayer Bridge Cir
Mailing List App

ANDERSON MATTHEW T AND KANE SADIE P THE 2020 TRUST AGREEMENT
10601 HIGHWAY 9
BENTON, AR 72019

BATES EVA JEAN
2668 S ROLLANDET AVE
IDAHO FALLS, ID 83402

BURNS CONCRETE INC
2385 GALLATIN AVE
IDAHO FALLS, ID 83402

CARSTENS WILLIE
2636 S ROLLANDET AVE
IDAHO FALLS, ID 83402

DANIELSON WILLIAM F
5300 WASHINGTON ST APT R108
HOLLYWOOD, FL 33021

FLYING HORSE VENTURES LLC
2975 MCNEIL DR
IDAHO FALLS, ID 83402

HEATH GERALD
2970 THAYER BRIDGE CIR
IDAHO FALLS, ID 83402

HEITKAMP ROBERT C JR
2990 THAYER BRIDGE CIR
IDAHO FALLS, ID 83402

JOE JEFFREY
2974 THAYER BRIDGE CIR
IDAHO FALLS, ID 83402

MILLER ALICE H
2998 THAYER BRIDGE CIR
IDAHO FALLS, ID 83402

MORISHITA BRIAN
2994 THAYER BRIDGE
IDAHO FALLS, ID 83402

OLD FAITHFUL BEVERAGE CO
PO BOX 726
WORLAND, WY 82401

SCG TPS LLC
1330 W SUNSET BLVD STE G
SAINT GEORGE, UT 84770

SCHWARZ LYNNE ANN
365 9TH ST
IDAHO FALLS, ID 83404

SENSENBACH WILLIAM L
2986 THAYER BRIDGE
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