IDAHO FALLS



# CITY COUNCIL AGENDA

City of Idaho Falls
Regular City Council Meeting
680 Park Avenue

## Thursday

**September 12, 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, September 12, 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. Office of the Mayor**

**1)** Appointment to City Boards, Committees and Commissions pursuant to Idaho Falls City Code Title 2 **24-314**

**Attachments:** SisterCities_JulieMcMurtrey_Aug2024
SSC_McMurtreyResume July2024
SSC_McMurtreyApplication_Aug24
CITY CODE TITLE 2 CH 8_202309211811086292

**B. Municipal Services**

**1)** Transfer of Fire Engine #457 to Roberts Fire Department **24-326**

**Attachments:** Resolution 2015-01 City Property
State of Idaho Statute 67-2322

**2)** Renewal of Central Square, Naviline Annual Maintenance Agreement **24-332**

**Attachments:** Central Square Naviline Renwal Quote 2025
2024-25 Adopted Budget - Page 29 Multi-Year and Recurring Agreements

**3)** Treasurer’s Report for June 2024 **24-335**

**Attachments:** Treasurer's Report June 2024

**4)** Treasurer’s Report for July 2024 **24-336**

**Attachments:** Treasurer's Report July 2024

**C. Airport**

**1)** Minutes from the Idaho Falls Regional Airport (IDA) Board of Directors Meeting **24-340**

**Attachments:** 20242108 IDA Board of Directors Meeting Minutes

**D. Idaho Falls Power**

**1)** IFP 22-01 Line Clearance Services - Davey Tree Surgery **24-307**

**Attachments:** Davey Tree Surgery Amendment 8.28.24

**2)** Idaho Falls Power Board Minutes - August 2024 **24-322**

**Attachments:** 2024-9-4 IFP Board Meeting Minutes Final

**3)** Gas Line Extension Facilities Agreement - Intermountain Gas Company **24-324**

**Attachments:** 2024-9-5 FINAL Clean Idaho Falls Power T-4 Facilities Agreement v5

**E. Office of the City Clerk**

**1)** Minutes from Council Meetings **24-319**

**Attachments:** 2024 0711 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. Idaho Falls Power**

**1)** Orchard Park Energy Net-Metering Pilot Project - Power Sales Agreement **24-320**

Orchard Park Energy LLC. has developed an innovative solar and battery system that will help them decrease or avoid pulling electrical power from Idaho Falls Power's (IFP's) distribution system during peak hours of the day. Where IFP does not generate sufficient electrical energy to meet customer demand during peak hours, IFP must purchase additional electricity on the open market. Orchard Park Energy's storage and generation will help lower its demand during peak periods, which will benefit all IFP customers by lowering the high-cost market purchases that IFP must make. This agreement

establishes the terms and conditions under which IFP will agree to purchase Orchard Park Energy's excess energy and charge for Orchard Park Energy's consumption of IFP energy. The term of the Agreement is for ten (10) years, with an option to terminate, including in the case that IFP adopts a generally available net-metering option for all its customers.

***Action Item:***
Approve this Power Sales Agreement with Orchard Park Energy as a first-of-kind Net-Metering Pilot Project and give authorization to the Mayor and City Clerk to execute the necessary documents (or take other action deemed appropriate).

**Attachments:** 2024-8-30 Net Metering Pilot Project Idaho Falls (9.4.24 clean with exhibits)

**2)** Exclusive Negotiating Agreement MOU with Aalo Holdings Inc. **24-331**

Idaho Falls Power (IFP) and Aalo agree to engage in the negotiation of a PPA where IFP will purchase up to 75 megawatts of power from the Idaho Falls Power *Project* and provide a land lease to Aalo for the siting of the *Project* located at the IFP Research Park. The MOU defines the general concepts of what is acceptable to both parties. Signing the attached MOU has no financial obligation to the City or Idaho Falls Power.

***Action Item:***
Approve the Memorandum of Understanding (MOU) with Aalo Holdings Inc. to negotiate a Power Purchase Agreement (PPA) for Idaho Falls Power to purchase up to 75 MW of energy and give authorization to the Mayor and City Clerk to execute the necessary documents (or take other action deemed appropriate).

**Attachments:** 2024-9-5 FINAL IFP - Aalo Negotiating Agreement

**B. Public Works**

**1)** Development Agreement for Yellowstone Apartments **24-305**

Yellowstone Apartments is a development occurring on property that was originally platted in Bonneville County and later annexed into the City. Special Conditions 2-9 summarize various items of work that need to be completed in order to develop the property. Public Works recommends approval of the Agreement.

***Action Item:***
Approve the Yellowstone Apartments Development Agreement and authorize the Mayor and City Clerk to sign the necessary documents (or take other action deemed appropriate).

**Attachments:** Development Agreement - Yellowstone Apartments

**2)** Bid Award - Rogers Street Improvements - Fountainview Drive to Carnival Way **24-333**

On Tuesday, September 3, 2024, bids were received and opened for the Rogers Street Improvements -

Fountainview Drive to Carnival Way project. The tabulation of bid results is attached. The purpose of the proposed bid award is to contract with the lowest bidder to reconstruct a portion of roadway within Tautphaus Park.

***Action Item:***
Approve the plans and specifications; award to the lowest responsive, responsible bidder, Knife River Corp. in the amount of $127,827.00; and give authorization for the Mayor and City Clerk to execute the necessary documents (or take other action deemed appropriate).

**Attachments:** Rogers St Improvements - Bid Tab

**3)** Easement Vacation - Public Water Easement Established as Part of Instrument No. 1767974 **24-338**

The owner of the property in question has requested vacation of the easement depicted in the attached exhibit and as described in the Ordinance. City staff members have reviewed the request and recommend approval.

***Action Item:***
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 (or consider the ordinance on the first reading, reject the ordinance, or take other action deemed appropriate).

**Attachments:** Ordinance

**4)** Change Order 1 with Iron Horse Trucking for Wastewater Sludge Hauling **24-339**

Attached for consideration is a Change Order with Iron Horse Trucking for the sludge hauling contract with the Wastewater Division. The Change Order provides an extension of time to December 15, 2024, and increases the quantity for the sludge haul.

***Action Item:***
Approval of the Change Order and authorization for the Mayor to sign the necessary documents (or take other action deemed appropriate).

**Attachments:** Iron Horse Trucking Contract Change Order

**C. Municipal Services**

**1)** Approval to Write-Off Unpaid Utility Service Accounts **24-318**

The recommended write-offs meet the terms of the City's Service Delivery Account Write-Off Policy.
- For the calendar year 2016, a total of $5,084.68 is uncollectible as past state statute.
- For calendar years 2018-2023, a total of $6,315.76 is attributable to bankruptcy.
- For calendars years 2018-2023, $4,844.10 is uncollectable as the accountholder is deceased.
- For calendar years 2018-2019, $197,050.20 is owing to the account holder being deceased with no will (intestate).

Efforts to collect on the accounts have been exhausted and/or deemed uncollectible by the city's contracted collection agency. This year's write-off request is $68,227.66 less than last year's approved write-off request of $281,522.40.

***Action Item:***
Approve the write-off of $213,294.74 in unpaid utility service accounts which have been determined as uncollectible (or take other action deemed appropriate).

**Attachments:** 2024 Utility Service Write-Off Recommendation

**2)** Approval to Write-Off Unpaid Ambulance Service Accounts **24-321**

The total request for write-off includes calendar year 2023 accounts for Medicare and Medicaid published rates reduced to the maximum allowable rates for a total of $3,197,217.61, or 83% of the total write-off request of $3.8M, with Medicare at 54% of the total and Medicaid at 29%. The remaining 17% of the total or $620,587.30 includes contractual, collection agency, deceased, with no known estate, bankrupt and approved hardship accounts. Last year's write-off approved write-off request was $3,546,926.04, with 86% of the write-off or $3M attributable to Medicare (57%) and Medicaid (29%).

The request complies with the City Service Delivery Account Write-Off Policy where: 1) no payment has been posted to the account within a four-five year period; 2) the city's contracted collections agency determines the account is uncollectible; 3) the account is in the name of a deceased person with no known estate; or 4) the Finance Division or Municipal Services Department Director recommends an account write-off (in whole or part) because of hardship, collectability, payment schedule, difficulty of collection, or another business reason.

***Action Item:***
Approve the write-off of unpaid ambulance service accounts for the calendar service dates of 2019, 2020, 2021, 2022 and 2023 determined as past statute or uncollectible for a total of $3,817,804.91 (or take other action deemed appropriate).

**Attachments:** Ambulance Call Volume Bar Chart -2009-2023
Ambulance Write-Offs By Year and Call Volume 2009-2023

**3)** Approval to Write-Off Unpaid Miscellaneous Revenue Accounts **24-323**

The uncollectible accounts are for the calendar years of 2020-2023 and meet the terms of the City Service Delivery Account Write-Off Policy where no payment has been posted to the account within a 4-5 year period; the city's contracted collection agency has determined the account is uncollectible; the account is in the name of a deceased person, with no known estate; or the Finance division or Department Director recommends an account write-off (in whole or part) because of hardship, collectability, payment schedule, difficulty of collection or another business reason. Miscellaneous accounts are categorized as non-utility service accounts and may include damage to city property and recreational facility use.

***Action Item:***
Approve the write-off of $283,545.99 in unpaid miscellaneous revenue accounts determined as past

statute or uncollectible (or take other action deemed appropriate).

**4)** One 80KW Generator for Fire Station 7 **24-325**

The purchase and installation of the generator for Fire Station 7, located at 370 E 65th South will power the station independently during loss-of-power incidents that could otherwise affect critical response and operational independence.

***Action Item:***
Accept and approve the purchase of one 80KW from the Sourcewell cooperative purchasing contract #092222-CAT from Wheeler Electric, Inc. for a total of $104,025.00 (or take other action deemed appropriate).

**Attachments:** ARPA Fire Generator

**5)** Resolution to Approve a Direct Loan to Idaho Falls Regional Airport **24-337**

Resolution 2020-27 approved the Inter-Departmental Direct Loan Policy. In accordance with that policy, the loan committee reviewed this request for a direct loan and is proposing an up-to-five-year payback period at approximately 5%. The principal of this loan will be repaid through future Airport Improvement Program grants from the Federal Aviation Administration (FAA). Interest on this loan will be paid back through a combination of Passenger Facility Charge and Airport Revenue.

***Action Item:***
Approve the resolution to provide a direct loan to the Idaho Falls Regional Airport for $7.5M, for the purpose of acquisition of property and give the authorization for the Mayor and City Clerk to execute the necessary documents (or take other action deemed appropriate).

**Attachments:** Airport Funding Loan #2
Resolution No. 2020-27 - Inter-departmental Loan Policy
Resolution - Airport Loan Johnson Legacy 9.10.24 with exhibits

**D. Community Development Services**

**1)** Final Plat, Development Agreement, and Reasoned Statement of Relevant Criteria and Standards, MLV Industrial Park **24-316**

Attached is the application for the Final Plat, Development Agreement, and Reasoned Statement of Relevant Criteria and Standards for MLV Industrial Park. The Planning and Zoning Commission considered this item at its February 6, 2024, meeting and voted to recommend approval of the final plat to the Mayor and City Council with a vote of 5-2.

***Action Item:***
1. Approve the Development Agreement for the Final Plat for MLV Industrial Park and give authorization for the Mayor and City Clerk to sign said agreement (or take other action deemed appropriate).

2. Accept or Approve the Final Plat for MLV Industrial Park and give authorization for the Mayor, City Engineer, and City Clerk to sign said Final Plat (or take other action deemed appropriate).

3. Approve the Reasoned Statement of Relevant Criteria and Standards for the Final Plat for MLV Industrial Park and give authorization for the mayor to execute the necessary documents (or take other action deemed appropriate).

**Attachments:** Zoning Map
Aerial
Final Plat
Staff Report
PC Minutes
Reasoned Statement.docx
Development Agreement

**2)** Final Plat and Reasoned Statement of Relevant Criteria and Standards, Eagle Rock Town Center Division No. 4. **24-317**

Attached is the application for the Final Plat and Reasoned Statement of Relevant Criteria and Standards for Eagle Rock Town Center Division No. 4. The Planning and Zoning Commission considered this item at its June 6, 2023, meeting and unanimously voted to recommend approval of the final plat to the Mayor and City Council as presented. On August 6, 2024, the Planning and Zoning Commission reviewed the plat again regarding an extension of the plat since their previous recommendation had been given over a year prior. The Planning and Zoning Commission voted unanimously to recommend approval of the final plat with the condition that the City Attorney review the overlapping public and private utility easements. The easements were forwarded to the City Attorney and City Surveyor for review (comments are attached). They determined there wasn't a concern with the overlapping public and private utility easements as shown on the plat.

***Action Item:***
1. Accept or Approve the Final Plat for Eagle Rock Town Center Division No. 4 and give authorization for the Mayor, City Engineer, and City Clerk to sign said Final Plat (or take other action deemed appropriate).

2. Approve the Reasoned Statement of Relevant Criteria and Standards for the Final Plat for Eagle Rock Town Center Division No. 4 and give authorization for the Mayor to execute the necessary documents (or take other action deemed appropriate).

**Attachments:** Zoning Map
Aerial
Final Plat
Staff Report
PC Minutes
Reasoned Statement.docx
Statement from City Legal - Easements
Statement from City Survey - Easements

**3)** Final Plat, Development Agreement, and Reasoned Statement of Relevant Criteria and Standards, Reed's Corner Division No. 1 **24-334**

Attached is the application for the Final Plat, Development Agreement, and Reasoned Statement of Relevant Criteria and Standards for Reed's Corner Division No. 1. The Planning and Zoning Commission considered this item at its 6 August 2024, meeting and unanimously voted to recommend approval of the final plat to the Mayor and City Council as presented.

***Action Item:***

1. Approve the Development Agreement for the Final Plat for Reed's Corner Division No. 1 and give authorization for the Mayor and City Clerk to sign said agreement (or take other action deemed appropriate).

2. Accept or Approve the Final Plat for Reed's Corner Division No. 1 and give authorization for the Mayor, City Engineer, and City Clerk to sign said Final Plat (or take other action deemed appropriate).

3. Approve the Reasoned Statement of Relevant Criteria and Standards for the Final Plat for Reed's Corner Division No. 1 and give authorization for the mayor to execute the necessary documents (or take other action deemed appropriate).

**Attachments:**
Zoning Map
Aerial
Final Plat
Staff Report
PC Minutes
Reasoned Statement.docx
Development Agreement

**4)** 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 18.587 acres, Part of the SE ¼ of Section 1, Township 1 North, Range 37 East and the SW ¼ of Section 6, Township 1 North, Range 38 East. **24-327**

Attached is part 1 of 2 of the application for Annexation and Initial Zoning of R1, Single Dwelling Residential which includes the Annexation Ordinance and Reasoned Statement of Relevant Criteria and Standards for approximately 18.587 acres, Part of the SE ¼ of Section 1, Township 1 North, Range 37 East and the SW ¼ of Section 6, Township 1 North, Range 38 East. On July 2, 2024, the Planning and Zoning Commission unanimously voted to recommend approval of the annexation with initial zoning of R1, Single Dwelling Residential to the Mayor and City Council as presented.

***Action Item:***

1. Approve the Ordinance annexing approximately 18.587 acres, Part of the SE ¼ of Section 1, Township 1 North, Range 37 East and the SW ¼ of Section 6, Township 1 North, Range 38 East; assign a Comprehensive Plan Designation of "Suburban Transect;" 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 18.587 acres, Part of the SE ¼ of Section 1, Township 1 North, Range 37 East and the SW ¼ of Section 6, Township 1 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
PC Minutes
Staff Report
Ordinance
Exhibit A and Map Exhibit
Reasoned Statement Annexation

**5)** Legislative Public Hearing-Part 2 of 2 of the Annexation and Initial Zoning of R1, Single Dwelling Residential, Initial Zoning Ordinance and Reasoned Statement of Relevant Criteria and Standards for approximately 18.587 acres, Part of the SE ¼ of Section 1, Township 1 North, Range 37 East and the SW ¼ of Section 6, Township 1 North, Range 38 East **24-328**

Attached is part 2 of 2 of the application for Annexation and Initial Zoning of R1, Single Dwelling Residential which includes the Initial Zoning Ordinance and Reasoned Statement of Relevant Criteria and Standards for approximately 18.587 acres, Part of the SE ¼ of Section 1, Township 1 North, Range 37 East and the SW ¼ of Section 6, Township 1 North, Range 38 East. The Planning and Zoning Commission considered this item at its July 2, 2024, meeting and unanimously voted to recommended approval of the annexation with initial zoning of R1 to the Mayor and City Council as presented.

***Action Item:***
1. Approve the Ordinance establishing the initial zoning for R1, Single Dwelling Residential 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 R1, Single Dwelling Residential and give authorization for the mayor to execute the necessary documents (or take other action deemed appropriate).

**Attachments:** Zoning Map
Aerial
Comp Plan Map
Ordinance
Map and Exhibit A
Reasoned Statement

**6)** Quasi-judicial Public Hearing-Rezone from LC, Limited Commercial to HC, Highway Commercial, Zoning Ordinance and Reasoned Statement of Relevant Criteria and Standards of approximately 0.415 acres of the South 18,124 Square Feet of Lot 2, Block 2, Old Fashioned Way, Division 1. **24-329**

Attached is the application for Rezoning from LC to HC, Zoning Ordinance, and Reasoned Statement of Relevant Criteria and Standards for approximately 0.415 acres of the South 18,124 Square Feet of Lot 2, Block 2, Old Fashioned Way, Division 1. The Planning and Zoning Commission considered this item at its August 6, 2024, meeting and unanimously voted to recommend approval of the zone change from LC to HC to the Mayor and City Council as presented.

***Action Item:***

1. Approve the Ordinance Rezoning approximately 0.415 acres of the South 18,124 Square Feet of Lot 2, Block 2, Old Fashioned Way, Division 1 from LC, Limited Commercial to HC, Highway Commercial, under a suspension of the rules requiring three complete and separate readings and 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 Rezone from LC to HC and give authorization for the Mayor and City Clerk to execute the necessary documents (or take other action deemed appropriate).

**Attachments:**
Zoning Map
Aerial
Comp Plan Map
Staff Report
Allowed Use Tables - Commercial
PC Minutes
Ordinance
Reasoned Statement
Neighborhood Meeting Packet

**7)** Quasi-judicial Public Hearing-Rezone from R3, Multiple Dwelling Residential to LC, Limited Commercial, Zoning Ordinance and Reasoned Statement of Relevant Criteria and Standards on approximately 58.27 acres of the Northwest ¼ of Section 32, Township 3 North, Range 38 East **24-330**

Attached is the application for Rezoning from R3 to LC, Zoning Ordinance, and Reasoned Statement of Relevant Criteria and Standards for approximately 58.27 acres of the Northwest ¼ of Section 32, Township 3 North, Range 38 East. The Planning and Zoning Commission considered this item at its August 6, 2024, meeting and unanimously voted to recommend approval of the zone change from R3 to LC to the Mayor and City Council as presented.

***Action Item:***

1. Approve the Ordinance Rezoning approximately 58.27 acres of the Northwest ¼ of Section 32, Township

3 North, Range 38 East from R3, Multiple Dwelling Residential to LC, Limited Commercial, under a suspension of the rules requiring three complete and separate readings and 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 Rezone from R3 to LC and give authorization for the Mayor and City Clerk to execute the necessary documents (or take other action deemed appropriate).

**Attachments:** Zoning Map
Aerial
Comp Plan Map
Staff Report
PC Minutes
Ordinance
Reasoned Statement
Neighborhood Meeting Packet

**8)** Reasoned Statement of Relevant Criteria and Standards for Council's decision on the Conditional Use Permit to Allow Ag Tourism Use in the LM, Light Manufacturing and Heavy Commercial Zone, issued by the Board of Adjustment on July 25, 2024 **24-342**

The Condition: Council finds that the Board should have granted the requested variance to the extent that the deciduous trees that are on the North boundary satisfy the landscaping buffer if the City Forester finds that the existing trees provide an adequate land use buffer between the commercial agricultural tourism activity-during the approved six-week period-and the residential zone. *In the event that the City Forester finds that the existing trees will not provide adequate land use buffering, the Applicant is required to place the trees as required by the Zoning Code*

***Action Item:***
Reverse the decision of the Board of Adjustment which denied the landscaping variance on the North subject to the condition stated above; affirm the Board of Adjustment's other landscaping conditions; and clarify that the trees on the East and West may be clustered as permitted by the Zoning Code.

**6. Announcements.**

**7. Adjournment.**

# Memorandum

**File #:** 24-314 **City Council Meeting**

**FROM:** Rebecca Casper
**DATE:** Friday, September 6, 2024
**DEPARTMENT:** Mayor's Office

**Subject**
Appointment to City Boards, Committees and Commissions pursuant to Idaho Falls City Code Title 2

**Council Action Desired**
☐ Ordinance ☐ Resolution ☐ Public Hearing
☒ Other Action (Approval, Authorization, Ratification, etc.)
Give consent to the new appointment of Julie McMurtrey to serve on the Sister Cities Advisory Committee pursuant to Title 2, Chapter 8 of Idaho Falls City Code.

**Description, Background Information & Purpose**

Julie McMurtrey New Appointment Sister Cities Advisory Committee

Attached for your review please find the memorandum from Chief of Staff Margaret Wimborne, resume and application for Julie McMurtrey, and a copy of Title 2, Chapter 8 of the Idaho Falls City Code relating to the Sister Cities Advisory Committee.

**Alignment with City & Department Planning Objectives**



☐ ☒ ☐ ☐ ☐ ☐ ☐ ☐

Involving citizens in governance and decision-making processes supports the highest values of the strategic plan.

**Interdepartmental Coordination**
The appointment process included an interview of the new appointee.

**Fiscal Impact**
None. Service on City Boards, Commissions, and Committees is a voluntary activity. Activities and expenses necessary for the proper function of these boards, commissions, and committees will be accounted for within the appropriate agency or department budget.

**Legal Review**
N/A

OFFICE OF THE MAYOR

Office (208) 612-8235
Fax (208) 612-8560

IDAHO FALLS

# MEMORANDUM

TO: Rebecca Casper

FROM: Margaret Wimborne

DATE: Sept. 5, 2024

RE: Sister City Advisory Appointment

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I recommend appointment of the following individual to the Sister Cities Advisory Committee pursuant to City Code, Title 2, Chapter 8:

1. **Julie McMurtrey:** Ms. McMurtrey was recommended for service on the Sister Cities Advisory Committee as the CEI representative, filling the vacancy left by the departure of Mark Madsen. I have discussed the appointment with Ms. McMurtrey. She is not only willing to serve on this committee, but her love of travel and learning about different cultures will no doubt help us strengthen our partnerships with our Sister City.

I have no doubt Ms. McMurtrey will contribute significantly to this committee and our longstanding Sister City program.

# Julie McMurtrey

Idaho Falls, ID 83404 ● (435) 730-5798 ● juland22@gmail.com


## ***Career Profile:***

Over 10 years' experience in higher education as Associate Dean of Student Care and Coordinator/Senior Coordinator at the College of Eastern Idaho. Skilled in providing educational and career counseling, career exploration, retention, and job placement activities. Manage multiple budgets totaling over $250,000 in yearly spending, overseeing all budget requisitions and expenditures. Supervise, motivate, and mentor staff to ensure students receive services as appropriate and department objectives are met. Over 10 years' experience in program support, including staff training, writing policy and procedure, implementing policy changes, and evaluating strategic success outcomes for multiple stakeholders.

## ***Related Work Experience:***

Associate Dean of Student Care, College of Eastern Idaho, 02/2023-present

- Oversee Counseling Services, Disability Resources, the Center for New Directions, Financial Aid and Student Life, serving as immediate supervisor for the Director of each department
- Serve as lead member of Behavior Improvement/CARE team
- Knowledgeable in Career Counseling and Assessment processes
- Understanding of Federal financial aid processes, including Pell grants and student loans
- Supervise the Disability Resource Center, Center for New Directions, Financial Aid, Student Life and Counseling Office, providing guidance to directors and coordinators to ensure student needs are met and that staff have resources to do their jobs in an efficient manner.

Senior Coordinator/Counselor, Center for New Directions, College of Eastern Idaho 09/2013-02/2023

- Evaluated students to assess strengths, provided assistance in overcoming barriers, and negotiate student success plans, including monitor participation and progress towards retention and success.
- Launched first full-service career center at College of Eastern Idaho, including onboarding of Handshake software
- As coordinator, oversaw all aspects of CND day to day operations including supervision of staff
- Served as Gear Up contact for statewide Gear Up grant
- Experienced in assisting students with disabilities to ensure equal access as per the Americans with Disabilities Act
- Supervised student interns enrolled in ISU's College of Social Work
- Facilitated workshops including study strategy workshops, classroom presentations and community presentations
- Monitored student participation and progress in various scholarship programs including Connect for Success and Center for New Directions Single Parent and Non-Traditional Scholarships
- Served on team to implement first ever Summer Bridge program at CEI, also served on second- and third-year planning committees. Number of participants has grown year over year.

- Applied for, received and provide oversight to the following grants to support students at CEI:
    - Community Development Block Grant, city of Idaho Falls. $8636 (2020), $5000 (2021) $5000 (2022) to support child care needs of students
    - Co-wrote CCAMPIS (Child Care Access Means Parents in Schools) grant which resulted in $168,000 awarded over a 5-year period for student child care needs.
    - Mountain View Charity, $5000 grant for student discretionary needs
    - Mountain View Charity, $10,000 grant for student tuition assistance
    - Oversight for three Idaho Stem Action Center Grants totaling $70,000
    - CEI Foundation, $3000 (2021), $5000 (2022), $4000 (2023) for student discretionary needs

## ***Additional Relevant Employment History:***

College of Eastern Idaho

- Special Populations Counselor-Center for New Directions, 09/2013-11/2015

Utah Department of Workforce Services

- Statewide Trade Act Coordinator and WIA Program Specialist 04/2010-08/2013
- Regional Program Specialist with a focus on WIA training services, 02/2002-04/2010

## ***Professional Leadership and Service:***

- Current Board Member, Idaho Food Bank
- Knowledgeable in community resources that can be of additional assistance to students including Idaho Falls Community Food Basket, F.I.S.H (Friends In Service Here), Idaho Falls Soup Kitchen, and area shelters
- Serve on Eastern Idaho Housing Coalition
- Member of Vice-President's Council and Executive Council at CEI
- Served as a Board Member for the Bonneville Interagency Council
- Served as Utah Department of Workforce Services representative on the Educational Committee for Utah Department of Corrections, including work on a team that implemented a statewide offender employment program which included career exploration and educational opportunities
- Working relationship with a wide variety of other state agencies including the Eastern Idaho Community Action Partnership, Idaho Division of Vocational Rehabilitation, and the Idaho Department of Labor
- Sensitive to issues and challenges faced by non-traditional students and able to use knowledge and skills to resolve issues
- Experience as a member of the statewide Utah WIA Youth Coordination Council, which included serving as a regional contact for the Education and Training Voucher/Transition to Adult Living program coordination, serving youth aging out of the foster care system
- Completed training required to become a Global Career Development Facilitator
- Served as CEI Staff Senate Vice President

***Education:***

Utah State University — Logan, Utah
M.S. Educational Psychology/School Counseling

Weber State University — Ogden, Utah
B.A. Psychology

***Additional Certifications and Awards:***

| | |
|---|---|
| ATIXA Title IX Coordinator-level III | June 2023 |
| ATIXA Title IX Investigator-level I | July 2022 |
| Idaho Office of Drug Policy Grant writing workshop | December 2022 |
| Certified MBTI step I and step II facilitator | June 2022 |
| CEI Ripple Effect Award Recipient | Spring 2021 |

**City of Idaho Falls**
**Boards, Committees and Commissions**
# Citizen Application

Thank you for your willingness to serve our community. Please fill out this form and attach a résumé to this application. If you wish, you may also submit a cover letter explaining your interest in city service.

Your application will be kept on file. When there is an opening on a relevant City Board, Committee or Commission, your application will be reviewed. Return the completed form to the Mayor's office at: City of Idaho Falls Mayor's office: P.O. Box 50220, Idaho Falls, ID 83405 or mayor@idahofalls.gov.

| | | |
|---|---|---|
| Name: | Julie McMurtrey | |
| Mailing Address: | 159 Southpoint Blvd | |
| City, State, Zip: | Idaho Falls ID 83404 | |
| Email Address: | julie.mcmurtrey@cei.edu | |
| Daytime Phone: | 208-535-5468 | ■ Message? ☐ Text? |
| Evening Phone: | | ☐ Message? ☐ Text? |
| Cell Phone: | 435-730-5798 | ■ Message? ■ Text? |

What is your motivation for service on this/these committee(s)?

I have always been interested in other cultures and communities. after WWII my step-father served as a civil service employee in Japan for many years. I have heard many stories of his time living there, including the culture and the kindness of the people. Currently, in my role here at CEI, I am always appreciative of opportunities to serve our students and community and build stronger connections. The opportunity to learn more about our sister city, Tokai-mura is very appealing to me and I look forward to bein able to contribute to the committee.

How does your background training and experience lend itself to service on this/these committee(s)?

I have a bachelor degree in Psychology and a master's degree in Educational Psychology. I worked for the Department of Workforce Services/State of Utah for 20 years. I am currently the Associate Dean of Student Care at College of Eastern Idaho. These experiences have provided me with an opportunity to meet and work with people from all walks of life and from different cultures and backgrounds. I believe that everyone has something unique they bring to the table with their own experiences and abilities and that this diversity makes us better as a group.

Please list any relevant areas of expertise, education or training you possess that will be helpful for service.

I currently serve on the Executive Committee for National Alliance for Partnerships in Equity. The mission of NAPE is to "Build educators' capacity to implement effective solutions for increasing student access, educational equity, and workforce diversity." I have previously served on Bonneville Interagency Council, a local group of service and public agencies who work to better coordinate services for those in need across our community. I also currently serve on the board of Idaho Food Bank.

| **FOR OFFICE USE ONLY:** | |
|---|---|
| Date received by Mayor's Office: | Date appointed: |
| City Division(s) application forwarded to: | Board, Committee or Commission appointed to: |

| | Length of term (Years) | Meeting Frequency |
|---|---|---|
| **Mayor's Office** | | |
| ☐Sister Cities Committee | Three (3) | As Needed |
| **Fire Department** | | |
| ☐Fire Code Appeals Board | Five (5) | Yearly/As Needed |
| **Library** | | |
| ☐Library Board | Five (5) | Monthly/As Needed |
| **Municipal Services** | | |
| ☐Civic Center for the Performing Arts Committee | Two (2) | As Needed |
| **Parks and Recreation** | | |
| ☐Golf Advisory Board | Three (3) | Every Other Month |
| ☐Parks and Recreation Commission | Three (3) | Monthly |
| ☐Shade Tree Committee | Three (3) | Monthly |
| ☐Tautphaus Park Zoological Society | Three (3) | Quarterly |
| ☐War Bonnet Round Up Advisory Committee | Three (3) | As Needed |
| **Community Development Services** | | |
| ☐Board of Adjustment | Five (5) | 2nd Thursday/As Needed |
| ☐Building Code Board of Appeals | Three (3) | As Needed |
| ☐Electrical Board of Review | Two (2) & Three (3) | As Needed |
| ☐Historic Preservation Commission | Three (3) | 1st Thursday |
| ☐ADA Advisory Board | Three (3) | As Needed |
| ☐Idaho Falls Business Assistance Corp | Staggering Terms | Quarterly/As Needed |
| ☐Idaho Falls Redevelopment Agency | Five (5) | 3rd Thursday |
| ☐Mechanical Appeals Board | Three (3) | As Needed |
| ☐Planning Commission | Six (6) | 1st Tuesday |
| ☐Plumbing Appeals Board | Three (3) | As Needed |
| **Public Works** | | |
| ☐Impact Fee Advisory Committee | Three (Staggered Terms) | As Needed |
| **Regional Committees** | | |
| ☐Bonneville Metropolitan Planning Organization | | |
| **Other** | | |
| ☐ _____ | | |

1Where not specifically required by law, City of Idaho Falls residents will be given preference. 2Four (4) members shall have professional training or experience in the disciplines of architecture, history, architectural history, urban planning, archaeology, engineering, law, or other historic preservation-related disciplines. 3All members shall be a person with a disability or have a demonstrated interest, competence or knowledge of disabilities. 4One (1) member shall be a Bonneville County resident residing within the area of city impact. Please note: Those who stand to receive a direct financial benefit from a particular position, who are involved in litigation with a relevant city department, and who are not city residents may be declared ineligible to serve on a committee. Any Information supplied may be subject to disclosure under the Idaho Public Records Law §§ 9-337 through 9-350

# CHAPTER 8
# SISTER CITIES ADVISORY COMMITTEE

SECTION:


2-8-1: Establishment
2-8-2: Purpose
2-8-3: Duties and Goals
2-8-4: Organization
2-8-5: Term of Office
2-8-6: Removal
2-8-7: Vacancy
2-8-8: Attendance
2-8-9: Open Meetings
2-8-10: Minutes
2-8-11: No Compensation
2-8-12: Funding and Donations


2-8-1: ESTABLISHMENT: The Sister Cities Advisory Committee ("Committee") is hereby established. The Mayor, with the consent of the Council, shall appoint the Committee, which shall consist of seven (7) voting members and three (3) ex-officio non- voting members, as set forth in this Chapter. Committee members shall demonstrate interest in the Sister City's purposes, duties, and goals, and shall serve without compensation. Voting members of the Committee shall consist of the current Mayor or the Mayor's appointee to the Committee; one (1) member of the Sister Cities Adult Association recommended by its President; one (1) adult leader of the Sister Cities Youth Association; one (1) member recommended by Idaho School District 91 or by School District 93; one (1) member of a business located in the City; one (1) member of a local service club or cultural or arts organization; and one (1) member of the Idaho National Laboratory or one of its contractors or affiliates.

All voting members shall be City residents and shall not be members of a Sister Cities Association, except for voting members from the Sister Cities Youth Association and Sister Cities Adult Association, who may be non-City residents and members of a Sister Cities Association. Non-voting ex-officio members of the Committee shall consist of one (1) senior high school student who is an active member of the Sister Cities Youth Association, as recommended by the Association; one (1) employee of an institution of higher education located within the City; and one (1) member of a service organization located within the City.

2-8-2: PURPOSE: Committee is established to improve, promote, and sustain cultural understanding and to facilitate personal and business ties, friendships, and fellowships between Tokai-mura, Japan, and the City by providing input and advice to City elected officials and staff.

2-8-3: DUTIES AND GOALS:

A. DUTIES. Committee duties include expansion of the Idaho Falls community's awareness of and participation in the cultural understandings made possible by the

Sister Cities program; development of economic relationships and specific joint projects; cultivation of long-term personal relationships and friendships among people in both communities; development and presentation of a two-year budget for the Sister Cities program, which should be presented to and considered by the Council for annual appropriation of the Sister Cities program; and demonstration of the value to the taxpayers of Idaho Falls including economic benefits, as well as educational opportunities. When requested by the Mayor or the Council, the Committee shall report on the purposes, duties, and goals of the Committee.

B. GOALS. Goals to verify the continuing value of the Sister Cities program to City taxpayers may be achieved by implementing the following elements of the Sister Cities program: enhancing outreach to the community through such institutions as the Idaho Falls Library, local schools, the arts, and cultural organizations; expanding exchange opportunities through such programs as City-to-City and City Departmental-level exchanges; classroom-to-classroom or school-to-school exchanges; arts and cultural exchanges; expanding and promoting historical and cultural understandings of Japan for community travelers to Japan and for the City; in conjunction with the Idaho Falls Library and with the Museum of Idaho providing support for the Sister Cities Library exhibit; pursuing, where feasible, economic development opportunities and connections with Tokai-mura; and providing oversight of City monies budgeted for the Sister Cities program.

2-8-4: ORGANIZATION: During the first meeting of each calendar year, the Committee shall elect from its membership, by majority, a person to act as Chair and a person to act as Vice-Chair. The Chair and Vice-Chair shall serve until replaced or re-elected. The Chair shall preside at all meetings. If the Chair is absent or unable to act at any meeting, the Vice-Chair shall preside.

2-8-5: TERM OF OFFICE: All voting members shall serve terms of three (3) years, except that the terms of the initial Committee members may be less than three (3) years as necessary to provide for staggered terms of office. The terms of no more than three (3) voting members shall expire at any calendar year. Terms of voting members shall expire December 31 of the third year of their appointment. All non-voting ex-officio members of the Committee shall serve the greater of two (2) years or as long as they continue to serve in the offices or capacities designated in this Chapter. The Mayor's or Mayor's appointee's term shall coincide with the Mayor's term of office.

2-8-6: REMOVAL: A Committee member may be removed from the Committee by the Mayor and at the Chair's request, following two (2) consecutive meeting absences unexcused by the Chair or at any time by the majority vote of the Council.

2-8-7: VACANCY: The Mayor, with the consent of the Council, shall appoint a qualified person to fill the unexpired term of any Committee member in the event of a vacancy or in the event any member ceases to be qualified.

2-8-8: ATTENDANCE: A quorum of Committee members shall be present in order for purposes of conducting the business of the Committee. Non-voting members present at meetings shall not be considered when determining the number required for a quorum or

whether a quorum is present. (Ord. 3540, 9-21-23)

2-8-9: OPEN MEETINGS: All meetings of the Committee shall be open to the public and shall follow the requirements of the Idaho Open Meeting Law.

2-8-10: MINUTES: The Committee shall keep minutes of its proceedings, including the vote of each voting member on every presented issue. The meeting minutes and other records of the Committee shall be open to the public.

2-8-11: NO COMPENSATION: Committee members shall receive no compensation for their service on the Committee; however, expenses for equipment and supplies necessary for the Committee to conduct its business shall be allowed by the Council.

2-8-12: FUNDING AND DONATIONS: The Committee is authorized to seek outside funding and in-kind donations for Sister Cities projects, as may be approved by the Council and in accordance with City budget procedures. Expenditure of budgeted amount shall follow City budgeting and financial policies.

# Memorandum

**File #:** 24-326 **City Council Meeting**

**FROM:** Pam Alexander, Municipal Services Director
**DATE:** Wednesday, September 4, 2024
**DEPARTMENT:** Municipal Services

**Subject**
Transfer of Fire Engine #457 to Roberts Fire Department

**Council Action Desired**
☐ Ordinance ☐ Resolution ☐ Public Hearing
☒ Other Action (Approval, Authorization, Ratification, etc.)
Approve the transfer of Fire Engine #457 to Roberts Fire Department (or take other action deemed appropriate).

**Description, Background Information & Purpose**
Idaho Statute §67-2322 provides guidelines for the transfer of property by a local unit of government to another government entity. The Fire department posted the engine on public surplus and did not receive any bids. The Department therefore is requesting the transfer.

**Alignment with City & Department Planning Objectives**



☐ ☐ ☐ ☐ ☐ ☐ ☐ ☒

The transfer of this equipment supports the reliable public infrastructure and transportation community-oriented result by transferring city equipment no longer needed to another community.

**Interdepartmental Coordination**
The Fire department concurs with the transfer of equipment pursuant to Idaho Statute §67-2322.

**Fiscal Impact**
By transferring the engine to Roberts Fire department, there will not be a surplus amount transferred to the Fire Department Municipal Equipment Replacement fund for this unit.

**Legal Review**
The Legal department concurs that the requested Council action is within State Statute.

**RESOLUTION NO. 2015-01**

A RESOLUTION OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, MEMORIALIZING CITY POLICY TO DECLARE CITY PERSONAL PROPERTY SURPLUS AND TO PROVIDE FOR ITS DISPOSAL THROUGH SALE, DONATION, TRANSFER, RECYCLING, DISCARDING, DESTRUCTION, OR EXCHANGE; AND PROVIDING THAT THIS RESOLUTION BE EFFECTIVE UPON ITS PASSAGE, APPROVAL AND PUBLICATION ACCORDING TO LAW.

WHEREAS, Council of the City of Idaho Falls recognizes that storage, maintenance, transportation, and other costs associated with maintaining personal property may exceed the inventory value or fair market value of such property; and

WHEREAS, City personal property has a limited economic and/or useful life; and

WHEREAS, it is sound fiscal policy and good management practice to require the expeditious disposal of surplus personal property; and

WHEREAS, Council is of the opinion that the policy contained herein will promote the efficient disposal of surplus personal property; will allow conveyance of surplus personal property to other state and local agencies where appropriate; will offer surplus personal property for sale to the public at large in some cases; and will provide for maximum value to be received by the City of Idaho Falls with attendant benefits to its citizens; and

WHEREAS, the delegation of responsibility to declare property "surplus" and to designate the manner and conditions of disposal is most efficiently done by delegating such authority to City staff, principally to the Property Manager; and

WHEREAS, all disposal of surplus property shall be done in accordance with then-current law and procedure.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF IDAHO FALLS, AS FOLLOWS:

CITY SURPLUS PROPERTY POLICY

A. Definition of "surplus": City personal property which is reasonably believed to have little or no further use by the City. "Surplus" for purposes of this Policy, shall not include trash or refuse or other items which are customarily thrown away, recycled, or otherwise discarded or destroyed. Such non-surplus items may be discarded or recycled in a manner deemed efficient by the relevant Division Director.

B. Declaration of surplus:

1. To declare City personal property surplus of status:

a. A department supervisor shall fill out a surplus form and submit it for approval to the supervisor's Division Director.

b. The Division Director, for the property to be declared surplus, shall review and approve by signature the surplus form and submit the completed form to the Property Manager.

c. The Property Manager, after receiving the surplus form, shall make arrangements for the property to be delivered to the surplus building, or another appropriate and secure location, and evaluate whether the property is surplus.

d. If the Property Manager agrees that the property is surplus, the Property Manager shall submit a recommendation of surplus and its disposition to the Director of Municipal Services. The Property Manager may consolidate his or her recommendations to the Director of Municipal Services in a monthly report.

e. The Director of Municipal Services shall review and approve the Property Manager's recommendations and make the final determination regarding whether the item is properly declared to be surplus.

2. The Property Manager shall create and maintain a surplus form. The form should require provision of the following information, where applicable and available:

   a. general identification and description of the personal property;

   b. approximate value of the property;

   c. City Property Number, and

   d. manufacturer, model, and serial number of the property.

   The surplus form may also allow the submitter to suggest the manner by which such item may be disposed (including transfer to another City Division, donation or sale to another public entity, sale, trade, destruction, recycling etc.).

C. Disposal of Surplus.

1. General. City Council hereby delegates to the Director of Municipal Services the authority to make a final declaration of surplus and to approve the manner of disposal for all items which, in the Director of Municipal Services' belief, are in accordance with this Policy.

2. Disposal shall occur according to law in a manner consistent with the laws of the State of Idaho and pursuant to this Policy.

a. Sale. The sale of surplus property shall be conducted pursuant to Idaho law in effect at the time of such sale. This may include the sale of surplus property to another public entity; sale of the item at the original purchase price; sale at a public auction; or sale as otherwise permitted by Idaho law.

b. Donation or Transfer. Surplus property may be transferred to another City Division, or donated to a state or public entity pursuant to Idaho law. Additionally, transfer of surplus property of nominal value may be made without public advertisement or auction to a charitable organization which qualifies under Section 501(c)(3) and 501(c)(19) of the Internal Revenue Service, or to any other person or entity participating in a program with the City when such transfer renders a benefit to the City and its citizens.

c. Recycle. Surplus property not sold or transferred may be recycled whenever practicable.

d. Discarding and/or Destruction. Any item, including a weapon, declared to be surplus that is not sold, transferred, or recycled may be discarded or destroyed.

e. Exchange. Surplus property may be exchanged for other property, value, or consideration where the value received is roughly equivalent to the value of the surplus property.

3. Special considerations:

a. Weapons.

i. Definition. A "weapon" for purposes of this Policy, includes any instrument used in the propulsion of a projectile through the release of pressurized gas, compressed air, expanding gas, ignition of gunpowder, compounder, combustion, accelerant, spring, or other force-producing means, including rifles, shotguns, handguns, air rifles, blow gun, spring gun, wrist rocket, sling shot, airsoft gun, electroshock gun (*e.g.* taser), BB gun, pellet gun, paintball gun, slings, bows and arrows, and crossbows. "Weapons" also include bladed and blunt instruments, including nunchuks, clubs, sais, throwing stars, tonfas, "brass" knuckles, daggers, stilettos, gravity knives, swords, and other similar instruments.

ii. The Property Manager may also declare an item a "weapon" if the Property Manager reasonably believes that it has been used or can be used in a similar manner as another weapon defined in this Policy, or such item, in the opinion of the Property Manager, is reasonably likely to be used as a

weapon, as that word is commonly understood. When making such a determination, the Property Manager is encouraged to consult with the Chief of Police.

iii. Lawful weapons.

1. Officer Duty Weapon - a police officer duty weapon, which is lawful to own, possess, and use, shall be disposed of by sale and transfer to a licensed firearm dealer, consistent with Federal and State law, as determined by the Property Manager. A duty weapon may also be transferred directly to a retiring police officer when a letter authorizing the transfer is submitted by the Chief of Police to the Property Manager and the transfer is approved by the Director of Municipal Services.

2. Confiscated Weapons – confiscated weapons from the Idaho Falls Police Department Evidence Room shall be sold by sealed bid to licensed firearm dealers.

iv. Illegal and Inoperable Weapons. All illegal and inoperable weapons shall be destroyed.

b. Vehicles.

i. Vehicles and automotive-related equipment and materials shall be declared as surplus according to the City's Municipal Equipment Replacement Fund process.

c. Library Materials.

i. City delegates to the Board of Trustees of the Idaho Falls Public Library, the authority to sell, exchange or otherwise dispose of library materials (including books, audio and video recordings, written materials, etc.) when no longer required by the Library because such are surplus, duplicates, worn out, of little or no practical utility, or otherwise unneeded for Public Library purposes.

d. Recycling of Used or Excess Materials for Value:

i. Where materials (such as scrap metal, wire, or similar unused or left-over items) likely have value only if recycled or traded, as determined in good faith by the Division Director, such material may be exchanged by the

Division for its approximate value pursuant to the Division's internal recycling/exchange process.

D. The Property Manager shall submit no less frequently than one (1) time per year, a report to the City Council relating to the disposition of surplus property. Such a report shall not include property determined to have a current value of zero or a value of less than what it would cost to dispose of the surplus at a refuse or recycling vendor.

E. This Resolution shall become effective as of the date of its passage.

ADOPTED and effective this 8th day of January, 2015.

CITY OF IDAHO FALLS, IDAHO

Rebecca L. Noah Casper, Mayor

ATTEST:

Rosemarie Anderson, City Clerk

(SEAL)

CITY OF IDAHO FALLS CORPORATE Seal BONNEVILLE COUNTY, IDAHO

STATE OF IDAHO )
) ss:
County of Bonneville )

I, ROSEMARIE ANDERSON, 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 Resolution entitled, "A RESOLUTION OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, MEMORIALIZING CITY POLICY TO DECLARE CITY PERSONAL PROPERTY SURPLUS AND TO PROVIDE FOR ITS DISPOSAL THROUGH SALE, DONATION, TRANSFER, RECYCLING, DISCARDING, DESTRUCTION, OR EXCHANGE; AND PROVIDING THAT THIS RESOLUTION BE EFFECTIVE UPON ITS PASSAGE, APPROVAL AND PUBLICATION ACCORDING TO LAW."

CITY OF IDAHO FALLS CORPORATE Seal BONNEVILLE COUNTY, IDAHO

Rosemarie Anderson

Rosemarie Anderson, City Clerk

# Idaho Statutes

Idaho Statutes are updated to the website July 1 following the legislative session.

TITLE 67
STATE GOVERNMENT AND STATE AFFAIRS
CHAPTER 23
MISCELLANEOUS PROVISIONS

67-2322. TRANSFER OF PROPERTY BY LOCAL UNIT OF GOVERNMENT TO OTHER GOVERNMENT BODY AUTHORIZED. In addition to any other general or special powers vested in counties, school districts, community college districts, highway districts, fire districts, irrigation districts, drainage districts, sewer districts, hospital districts, health districts, cemetery maintenance districts, recreation districts, and airports for the performance of their respective functions, powers or duties on an individual, cooperative, joint or contract basis, said units of the government or districts shall have the power to convey or transfer real or personal property to another such unit or to the United States, state of Idaho, any city or village with or without consideration. Such conveyance or transfer may be made without consideration or payment when it is in the best interest of the public in the judgment of the governing body of the granting unit.

History:

[67-2322, added 1967, ch. 142, sec. 1, p. 325; am. 1982, ch. 132, sec. 2, p. 380; am. 2002, ch. 49, sec. 4, p. 112; am. 2021, ch. 198, sec. 1, p. 546.]

How current is this law?

# Memorandum

**File #:** 24-332 **City Council Meeting**

**FROM:** Pam Alexander, Municipal Services Director
**DATE:** Wednesday, September 4, 2024
**DEPARTMENT:** Municipal Services

**Subject**
Renewal of Central Square, Naviline Annual Maintenance Agreement

**Council Action Desired**
☐ Ordinance ☐ Resolution ☐ Public Hearing
☒ Other Action (Approval, Authorization, Ratification, etc.)
Approve the renewal of the annual maintenance agreement with Central Square in the amount of $124,964.46 (or take other action deemed appropriate).

**Description, Background Information & Purpose**
The City is currently using the Central Square, Naviline system for a variety of financial operational functions including accounts receivable, payable, and purchasing and wishes to continue with this system.

**Alignment with City & Department Planning Objectives**



☐ ☒ ☐ ☐ ☐ ☐ ☐ ☐

The renewal of the Central Square annual maintenance agreement supports the good governance community-oriented result by provide ongoing maintenance and support of city financial operational systems.

**Interdepartmental Coordination**
As financial system operations are a centralized city function, all relevant departments are represented.

**Fiscal Impact**
The 2024/25 adopted budget authorized a total of $120,000 for the Central Square annual maintenance agreement. However, the quote Q-191901 received after budget adoption to renew the annual maintenance agreement, for the period of January 1, 2025 - December 31, 2025, is $124,964.46, or an additional $4,964.46 over the budgeted total of $120,000. Sufficient funding for the total annual agreement costs is located within the 2024/25 Municipal Services, Information Technology division budget.

**Legal Review**

The Legal Department concurs that the requested Council action is within State Statute.



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CENTRALSQUARE

**Renewal Order prepared by:**
Ashley Lemerond
ashley.lemerond@centralsquare.com

**Renewal Order #:** Q-191901
**Start Date:** January 1, 2025
**End Date:** December 31, 2025
**Billing Frequency:** Yearly
**Subsidiary:** Superion, LLC

**Renewal Order prepared for:**
Joseph Nilsson, Chief Information Officer
City of Idaho Falls
308 Constitution Way
Idaho Falls, ID 83405
208-612-8118

Thank you for your continued business. We at CentralSquare appreciate and value our relationship and look forward to serving you in the future. CentralSquare provides software that powers over 8,000 communities. More information about all of our products can be found at www.centralsquare.com.

## WHAT SOFTWARE IS INCLUDED?

| | PRODUCT NAME | QUANTITY | TOTAL |
|---|---|---|---|
| 1. | AnalyticsNOW | 1 | 1,450.70 USD |
| 2. | Modifications Annual Maintenance Fee | 1 | 1,100.00 USD |
| 3. | NaviLine Accounts Receivable-Annual Maintenance Fee | 1 | 8,182.80 USD |
| 4. | NaviLine Asset Management II Annual Maintenance Fee | 1 | 0.00 USD |
| 5. | NaviLine Cash Receipts-Annual Maintenance Fee | 1 | 5,742.67 USD |
| 6. | NaviLine Continuing Property Records Annual Maintenance Fee | 1 | 31,837.26 USD |
| 7. | NaviLine Document Management Services Annual Maintenance Fee | 1 | 1,912.14 USD |
| 8. | NaviLine GMBA w/Extended Reporting Annual Maintenance Fee | 1 | 31,790.43 USD |
| 9. | NaviLine Land/Parcel Mgmt-Annual Maintenance Fee | 1 | 5,953.07 USD |
| 10. | NaviLine Payroll/Personnel-Annual Maintenance Fee | 1 | 13,224.82 USD |
| 11. | NaviLine Purchasing/Inventory-Annual Maintenance Fee | 1 | 18,716.33 USD |
| 12. | NaviLine Time & Attendance Interface-Generic Annual Access Fee | 1 | 5,054.24 USD |
| 13. | NaviLine Work Orders/Facility Management Annual Maintenance Fee | 1 | 0.00 USD |
| 14. | Superion NaviLine User Interface | 1 | 0.00 USD |

**Renewal Order prepared by:**
Ashley Lemerond
ashley.lemerond@centralsquare.com

| | |
|---|---|
| **Renewal Order Total:** | 124,964.46 USD |

**Billing Information**

This is not an invoice. Prices shown do not include any taxes that may apply. Any such taxes are the responsibility of the Customer.

For customers based in the United States or Canada, any applicable taxes will be determined based on the laws and regulations of the taxing authority(ies) governing the Ship To location provided by the Customer on the Renewal Order Form.

Please note that the Total Price shown above has been rounded to the nearest two decimal places for display purposes only. The actual price may include as many as five decimal places. For example, an actual price of $21.37656 will be shown as a Total Price of $21.38. The Total for this quote has been calculated using the actual prices for the product and/or service, rather than the Total Price displayed above.

## 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 |

# Memorandum

**File #:** 24-335 **City Council Meeting**

**FROM:** Mark Hagedorn, City Treasurer
**DATE:** Thursday, August 8, 2024
**DEPARTMENT:** Municipal Services

**Subject**
Treasurer's Report for June 2024

**Council Action Desired**
☐ Ordinance ☐ Resolution ☐ Public Hearing
☒ Other Action (Approval, Authorization, Ratification, etc.)
Accept and approve the Treasurer's Report for the June 2024 (or take other action deemed appropriate).

**Description, Background Information & Purpose**
A monthly Treasurer's Report is required for City Council review and approval pursuant to Idaho Statutes Title 50-208(1). The attached document is the Treasurer's report for June 2024.

For the month of June 2024, cash and investments total $174.2M. Total fiscal year-to-date receipts received and reconciled to the general ledger were reported at $188.4M, which includes revenues of $100.8M for charges for services and taxes and intergovernmental revenues of $60.3M. Total fiscal year-to-date distributions reconciled to the general ledger were reported at $170.1M. This includes salary and benefits of $62.4M and operating costs of $72.3M.

**Alignment with City & Department Planning Objectives**



☐ ☒ ☐ ☐ ☐ ☐ ☐ ☐

The monthly Treasurer's Report supports the good governance community-oriented result by providing evidence of sound fiscal management. It enables trust by providing transparency.

**Interdepartmental Coordination**
N/A

**Fiscal Impact**
N/A

**Legal Review**
N/A

# City of Idaho Falls
## Treasurers Report
## June 30, 2024

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Page 1 Bank Reconciliation- Showing Bank and Ledger Balances

Page 2 Cash by Fund- Showing the balances for the reported month in comparison to previous years

Page 3 Revenue and Expense Summary, presenting significant categories in relation to the overall budget

Page 4 Summary of Significant Adjustments- presenting a list of adjustments made by Finance office


Prepared By: Mark Hagedorn, City Treasurer

# City of Idaho Falls
# Bank Reconciliation Summary
# June 30, 2024

| Account By Institution: | Beginning Bank Balances | Deposits | Withdrawals | Ending Bank Balances |
|---|---|---|---|---|
| Mountain West- Workers Comp | $ 100,000 | $ - | $ - | $ 100,000 |
| Bank of Idaho 8013 | 2,000,000 | 7,596,833 | (7,596,833) | 2,000,000 |
| Bank of Idaho 1952 | 2,736,249 | 49,934 | - | 2,786,182 |
| Bank of Idaho 2720 | 2,000,000 | 7,058,841 | (7,058,841) | 2,000,000 |
| Bank of Idaho 2746 | 1,597 | 6,701,215 | (6,701,613) | 1,199 |
| Bank of Idaho 2845 | 2,099,533 | 8,228,349 | (8,095,776) | 2,232,106 |
| Bank of Idaho 2886 | 1,783,540 | 14,441,231 | (14,818,000) | 1,406,771 |
| Frontier Bank 0590 | 700,445 | 8,933 | - | 709,378 |
| Wells Fargo 0017 | 392,903 | 5,847,679 | (5,078,533) | 1,162,049 |
| Wells Fargo 0962 | - | 194,308 | (194,308) | - |
| Wells Fargo 4394 | - | 588,124 | (588,124) | - |
| Wells Fargo 7687 | - | 392,782 | (392,782) | - |
| Investment Portfolio | 166,019,193 | 6,799,265 | (4,379,072) | 168,439,386 |
| Total Financial Institution Balances | $ 177,833,460 | $ 57,898,560 | $ (54,903,882) | $ 180,837,071 |

| Reconciling Items: | Beginning | Deposits | Withdrawals / Market Value | Ending |
|---|---|---|---|---|
| Current Reconciling Items | $ (1,872,957) | $ (3,414,111) | $ (1,286,800) | $ (6,573,840) |
| **Total Reconciled Balances** | **$ 175,960,502** | **$ 54,484,449** | **$ (56,190,682)** | **$ 174,263,231** |

| General Accounting Ledger | Beginning Ledger Balances | Debits | Credits | Ending Ledger Balances |
|---|---|---|---|---|
| Cash (Accounts 101 and 102) | $ 102,344,166 | $ 22,009,860 | $ (22,897,245) | $ 101,456,781 |
| Designated/Restricted Cash (106 and 107) | 56,480,095 | 38,495 | (624,792) | 55,893,798 |
| MERF Cash (105) | 16,026,803 | 895,243 | (1,005,201) | 15,916,845 |
| Payroll Liability Cash (80) | 1,109,437 | 3,834,321 | (3,947,952) | 995,806 |
| **Total General Ledger Balances** | **$ 175,960,502** | **$ 26,777,920** | **$ (28,475,190)** | **$ 174,263,231** |

# City of Idaho Falls
## Summary of Cash by Fund and Year
## June 30, 2024

| # | FUND | 2021 | 2022 | 2023 | 2024 |
|---|---|---|---|---|---|
| 1 | GENERAL | $ 15,940,814 | $ 26,452,420 | $ 22,178,822 | $ 23,398,298 |
| 10 | STREET | $ 5,346,420 | $ 4,655,734 | $ 9,268,813 | $ 11,768,913 |
| 11 | RECREATION | $ (139,876) | $ 189,030 | $ 114,460 | $ 140,621 |
| 12 | LIBRARY | $ 4,014,163 | $ 3,645,815 | $ 3,745,999 | $ 3,611,485 |
| 13 | AIRPORT PFC/CFC FUND | $ 264,528 | $ 1,447,462 | $ 1,995,753 | $ 2,786,182 |
| 14 | MUNICIPAL EQUIP. REPLCMT. | $ 5,685,634 | $ - | $ - | $ - |
| 15 | EL. LT. WEATHERIZATION FD | $ 3,570,704 | $ 3,717,785 | $ - | $ - |
| 16 | BUSINESS IMPRV. DISTRICT | $ 78,275 | $ 109,125 | $ 33,438 | $ 46,187 |
| 18 | GOLF | $ (132,956) | $ (266,187) | $ (135,073) | $ (277,280) |
| 19 | RISK MANAGEMENT | $ 3,158,396 | $ 3,016,599 | $ 4,036,901 | $ 5,110,107 |
| 20 | SELF-INSURANCE FD. | $ 4,661,256 | $ 4,521,409 | $ 4,591,806 | $ 5,161,721 |
| 21 | AIRPORT CFC | $ - | $ - | $ 121,842 | $ 591,142 |
| 23 | EMERGENCY MEDICAL SERVICES | $ (1,172,804) | $ 391,299 | $ 1,725,543 | $ 3,140,174 |
| 24 | WILDLAND | $ 253,124 | $ 623,088 | $ 782,588 | $ 918,912 |
| 32 | POLICE IMPACT FEES | $ - | $ 1,442 | $ 153,783 | $ 816,517 |
| 33 | FIRE IMPACT FEES | $ - | $ 1,168 | $ 53,610 | $ 574,660 |
| 34 | PARKS IMPACT FEES | $ - | $ 4,172 | $ 133,731 | $ 1,481,596 |
| 35 | STREETS IMPACT FEES | $ - | $ 9,039 | $ 632,208 | $ 3,630,178 |
| 41 | MUNICIPAL CAPITAL IMP. | $ 2,592,246 | $ 2,513,702 | $ 2,786,417 | $ 3,144,313 |
| 42 | STREET CAPITAL IMPROVEMENT | $ 1,026,392 | $ 827,255 | $ 958,790 | $ 4,137,822 |
| 43 | BRIDGE & ARTERIAL STREET | $ 1,013,524 | $ 893,393 | $ 906,462 | $ 1,368,019 |
| 45 | SURFACE DRAINAGE | $ 246,316 | $ 199,680 | $ 166,436 | $ - |
| 46 | TRAFFIC LIGHT CAPITAL IMPRV. | $ 1,081,584 | $ 1,295,144 | $ 1,235,969 | $ 1,440,061 |
| 47 | PARKS CAPITAL IMPROVEMENT | $ (64,282) | $ (44,458) | $ (86,392) | $ (150,360) |
| 49 | ZOO CAPITAL IMPROVEMENT | $ 339,102 | $ 390,836 | $ 622,928 | $ 771,515 |
| 50 | CIVIC AUDITORIUM CAPITAL IMP. | $ 206,016 | $ 200,344 | $ 206,535 | $ 926,175 |
| 51 | GOLF CAPITAL IMP. | $ 335,785 | $ 56,161 | $ 338,038 | $ 383,536 |
| 52 | POLICE CAPITAL IMPROVEMENT | $ (533,827) | $ (321,759) | $ (887,379) | $ (3,621,316) |
| 60 | AIRPORT | $ 2,128,230 | $ 907,731 | $ 419,879 | $ (7,673,774) |
| 61 | WATER | $ 15,644,110 | $ 19,449,533 | $ 21,894,121 | $ 25,861,144 |
| 62 | SANITATION | $ 5,736,620 | $ 5,539,826 | $ 6,608,751 | $ 7,242,413 |
| 64 | IDAHO FALLS POWER | $ 43,630,144 | $ 36,764,945 | $ 52,520,214 | $ 50,842,138 |
| 67 | FIBER | $ 495,425 | $ 418,931 | $ 972,677 | $ 1,008,897 |
| 68 | WASTEWATER | $ 28,123,900 | $ 31,146,935 | $ 29,470,390 | $ 25,683,235 |
| | **TOTAL** | **$ 143,528,965** | **$ 148,757,599** | **$ 167,568,060** | **$ 174,263,231** |

# City of Idaho Falls
# Monthly Revenue and Expense Summary
# June 30, 2024

## Revenue

| Fund Type | Taxes / Intergovernmental | Charges for Services | Permits / Fees | Interest | Other Financing Sources | Total | Budget | % |
|---|---|---|---|---|---|---|---|---|
| General Fund | $ 39,844,445 | $ 1,838,527 | $ 1,827,287 | $ 678,304 | $ 2,169,035 | $ 46,357,598 | $ 72,440,631 | 63.99% |
| Special Revenue Funds | 11,652,654 | 8,117,519 | 11,534 | 640,623 | 1,595,692 | 22,018,022 | 32,228,418 | 68.32% |
| Internal Service Funds | - | - | - | 306,251 | 3,100,429 | 3,406,680 | 3,180,000 | 107.13% |
| Impact Fee Funds | - | - | - | 116,129 | 4,620,407 | 4,736,536 | 3,225,353 | 146.85% |
| Capital Improvement Funds | 5,271,904 | 382,874 | - | 287,878 | 4,865,754 | 10,808,410 | 15,554,624 | 69.49% |
| Enterprise Funds | 3,610,947 | 90,514,950 | - | 3,771,836 | 3,187,640 | 101,085,374 | 152,957,171 | 66.09% |
| **Total Revenue** | $ 60,379,950 | $ 100,853,870 | $ 1,838,821 | $ 5,801,021 | $ 19,538,957 | $ 188,412,619 | $ 279,586,197 | 67.39% |

## Expenditures

| Fund Type | Personnel Cost | Operating Expense | Capital | Debt | Interfund | Total | Budget | % |
|---|---|---|---|---|---|---|---|---|
| General Fund | $ 36,066,658 | $ 15,299,937 | $ 4,209,050 | $ 995,471 | $ (10,751,801) | $ 45,819,315 | $ 79,285,623 | 57.79% |
| Special Revenue Funds | 9,345,305 | 7,589,892 | 3,018,642 | - | (54,882) | 19,898,956 | 37,916,408 | 52.48% |
| Internal Service Funds | 62,839 | 1,438,562 | - | - | - | 1,501,401 | 11,952,961 | 12.56% |
| Impact Fee Funds | - | - | 854 | - | - | 854 | 3,225,353 | 0.03% |
| Capital Improvement Funds | - | 703,705 | 6,924,419 | - | (39,402) | 7,588,722 | 19,367,911 | 39.18% |
| Enterprise Funds | 16,954,879 | 47,277,354 | 30,112,175 | 2,090,011 | (1,127,463) | 95,306,955 | 187,735,288 | 50.77% |
| **Total Expenditures** | $ 62,429,681 | $ 72,309,449 | $ 44,265,140 | $ 3,085,482 | $ (11,973,548) | $ 170,116,204 | $ 339,483,544 | 50.11% |

# City of Idaho Falls
# Summary of Significant Adjustments
# June 30, 2024

The transparency of financial adjustments is crucial for maintaining trust and accountability, particularly in the governmental sector. Financial adjustments refer to changes made to financial statements or records to correct errors, account for new information, or comply with accounting standards. Transparency in financial adjustments involves providing clear and comprehensive information about the nature, reasons, and impact of the adjustments. The Finance Division is committed to providing a high level of transparency with the adjustments made to budget line items and purchase orders. Budget and purchasing type adjustments do not require Council approval unless they create an authorization to spend above $75,000. Typically, budget adjustments are not considered authorizations to spend unless they add to the overall budget of the City or Department.

## Significant Budget Adjustments

### Reallocation of Budget

1. A budget adjustment of $122,000 was made in Power to transfer budget from Admin/ all other equipment & Operation and Maintenance/ construction work orders into Admin/ construction work orders for renovations in the warehouse.

2. Budget adjustments of $184,000 and $80,000 were created in streets to properly report project expenditure for ARPA reporting.

3. A budget adjustment of $120,000 was made in Power to transfer budget into the newly created, repairs & maintenance/ software account from repair & maintenance/ non-city maintenance allowing for easier reporting of software based technologies for ACFR reporting.

4. A budget adjustment of $600,000 for software was made to show proper reporting of ARPA expenditures.

5. Budget adjustments of the following amounts $658,000, $1,414,270, $80,000, $609,351, $260,500, $250,000, $658,000, $300,000, $900,000, $81,610, $918,390, $100,000, $100,000, $200,000, $150,000, $200,000, $750,000, $201,666, $400,000, $75,000, $165,000, $200,000, $750,000, $1,000,000 were created in various funds and departments to properly report project expenditures for ARPA reporting.

6. A budget adjustment of $82,000 was made to transfer budget from operations & maintenance/ construction work orders to miscellaneous / preliminary survey-dams for various wholesales power related studies. This was mostly charged to us through UAMPS billing.

# Memorandum

**File #:** 24-336 **City Council Meeting**

**FROM:** Mark Hagedorn, City Treasurer
**DATE:** Wednesday, September 4, 2024
**DEPARTMENT:** Municipal Services

**Subject**
Treasurer's Report for July 2024

**Council Action Desired**
☐ Ordinance ☐ Resolution ☐ Public Hearing
☒ Other Action (Approval, Authorization, Ratification, etc.)
Accept and approve the Treasurer's Report for the July 2024 (or take other action deemed appropriate).

**Description, Background Information & Purpose**
A monthly Treasurer's Report is required for City Council review and approval pursuant to Idaho Statutes Title 50-208(1). The attached document is the Treasurer's report for July 2024.

For the month of July 2024, cash and investments total $193.2. Total fiscal year-to-date receipts received and reconciled to the general ledger were reported at $227.4M, which includes revenues of $113.6M for charges for services and taxes and intergovernmental revenues of $81.8M. Total fiscal year-to-date distributions reconciled to the general ledger were reported at $187.6M. This includes salary and benefits of $69.8M and operating costs of $81.4M.

**Alignment with City & Department Planning Objectives**



☐ ☒ ☐ ☐ ☐ ☐ ☐ ☐

The monthly Treasurer's Report supports the good governance community-oriented result by providing sound fiscal management and enables trust by providing transparency.

**Interdepartmental Coordination**
N/A

**Fiscal Impact**
N/A

**Legal Review**
N/A

# City of Idaho Falls
## Treasurers Report
## July 31, 2024

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Prepared By: Mark Hagedorn, City Treasurer

# City of Idaho Falls
# Bank Reconciliation Summary
# July 31, 2024

| Account By Institution: | Beginning Bank Balances | Deposits | Withdrawals | Ending Bank Balances |
|---|---|---|---|---|
| Mountain West- Workers Comp | $ 100,000 | $ - | $ - | $ 100,000 |
| Bank of Idaho 8013 | 2,000,000 | 13,407,453 | (13,407,453) | 2,000,000 |
| Bank of Idaho 1952 | 2,786,182 | 123,722 | - | 2,909,904 |
| Bank of Idaho 2720 | 2,000,000 | 7,264,290 | (7,264,290) | 2,000,000 |
| Bank of Idaho 2746-9134 | 1,199 | 9,521,173 | (9,522,373) | - |
| Bank of Idaho 2845 | 2,232,106 | 24,464,345 | (24,392,508) | 2,303,942 |
| Bank of Idaho 2886 | 1,406,771 | 41,192,392 | (39,204,397) | 3,394,765 |
| Frontier Bank 0590 | 709,378 | 9,321 | - | 718,699 |
| Wells Fargo 0017 | 1,162,049 | 35,485,612 | (33,407,850) | 3,239,811 |
| Wells Fargo 0962 | - | - | - | - |
| Wells Fargo 4394 | - | 465,825 | (465,825) | - |
| Wells Fargo 7687 | - | 472,586 | (472,586) | - |
| Investment Portfolio | 168,439,386 | 33,782,062 | (14,469,929) | 187,751,519 |
| Total Financial Institution Balances | $ 180,837,071 | $ 166,179,460 | $ (142,607,211) | $ 204,418,640 |

| Reconciling Items: | Beginning | Deposits | Withdrawals / Market Value | Ending |
|---|---|---|---|---|
| Current Reconciling Items | $ (6,525,729) | $ (6,473,413) | $ 1,859,857 | $ (11,139,255) |
| **Total Reconciled Balances** | **$ 174,311,342** | **$ 159,706,047** | **$ (140,747,354)** | **$ 193,279,385** |

| General Accounting Ledger | Beginning Ledger Balances | Debits | Credits | Ending Ledger Balances |
|---|---|---|---|---|
| Cash (Accounts 101 and 102) | $ 101,456,781 | $ 44,519,971 | $ (25,368,276) | $ 120,608,476 |
| Designated/Restricted Cash (106 and 107) | 55,893,798 | 429,943 | (516,515) | 55,807,227 |
| MERF Cash (105) | 15,916,845 | 691,192 | (870,539) | 15,737,499 |
| Payroll Liability Cash (80) | 995,806 | 5,351,982 | (5,221,604) | 1,126,184 |
| Monthly Reconciling Items | $ 48,110.00 | | | |
| **Total General Ledger Balances** | **$ 174,311,341** | **$ 50,993,088** | **$ (31,976,934)** | **$ 193,279,385** |

# City of Idaho Falls
## Summary of Cash by Fund and Year
## July 31, 2024

| # | FUND | 2021 | 2022 | 2023 | 2024 |
|---|---|---|---|---|---|
| 1 | GENERAL | $ 22,981,296 | $ 35,309,304 | $ 31,374,869 | $ 32,851,337 |
| 10 | STREET | $ 6,929,846 | $ 9,130,497 | $ 10,207,010 | $ 15,559,934 |
| 11 | RECREATION | $ 54,828 | $ 231,004 | $ 275,172 | $ 190,470 |
| 12 | LIBRARY | $ 4,538,574 | $ 4,289,950 | $ 4,465,554 | $ 4,083,183 |
| 13 | AIRPORT PFC/CFC FUND | $ 353,608 | $ 1,580,652 | $ 2,103,536 | $ 2,864,400 |
| 14 | MUNICIPAL EQUIP. REPLCMT. | $ 5,949,056 | $ - | $ - | $ - |
| 15 | EL. LT. WEATHERIZATION FD | $ 3,527,578 | $ 3,700,992 | $ - | $ - |
| 16 | BUSINESS IMPRV. DISTRICT | $ 104,724 | $ 112,376 | $ 61,467 | $ 37,485 |
| 18 | GOLF | $ (59,876) | $ (48,220) | $ (126,540) | $ (54,300) |
| 19 | RISK MANAGEMENT | $ 3,317,995 | $ 3,111,313 | $ 4,107,307 | $ 5,266,688 |
| 20 | SELF-INSURANCE FD. | $ 4,632,004 | $ 4,542,913 | $ 4,616,545 | $ 5,207,040 |
| 21 | AIRPORT CFC | $ - | | $ 172,213 | $ 646,198 |
| 23 | EMERGENCY MEDICAL SERVICES | $ (1,049,177) | $ 669,783 | $ 1,630,617 | $ 2,997,529 |
| 24 | WILDLAND | $ 374,337 | $ 464,244 | $ 780,559 | $ 870,770 |
| 32 | POLICE IMPACT FEES | $ - | $ 2,402 | $ 203,105 | $ 852,092 |
| 33 | FIRE IMPACT FEES | $ - | $ 1,868 | $ 62,260 | $ 607,855 |
| 34 | PARKS IMPACT FEES | $ - | $ 6,514 | $ 244,509 | $ 1,393,526 |
| 35 | STREETS IMPACT FEES | $ - | $ 13,368 | $ 838,528 | $ 3,818,138 |
| 41 | MUNICIPAL CAPITAL IMP. | $ 2,694,244 | $ 2,577,278 | $ 3,064,436 | $ 3,393,591 |
| 42 | STREET CAPITAL IMPROVEMENT | $ 1,016,851 | $ 790,713 | $ 903,609 | $ 3,540,372 |
| 43 | BRIDGE & ARTERIAL STREET | $ 896,017 | $ 918,045 | $ 1,029,868 | $ 1,380,136 |
| 45 | SURFACE DRAINAGE | $ 249,578 | $ 201,837 | $ 170,885 | $ - |
| 46 | TRAFFIC LIGHT CAPITAL IMPRV. | $ 1,081,901 | $ 1,255,796 | $ 1,271,645 | $ 1,411,441 |
| 47 | PARKS CAPITAL IMPROVEMENT | $ (295,950) | $ (50,913) | $ (107,468) | $ (148,181) |
| 49 | ZOO CAPITAL IMPROVEMENT | $ 402,825 | $ 368,214 | $ 657,111 | $ 863,819 |
| 50 | CIVIC AUDITORIUM CAPITAL IMP. | $ 204,724 | $ 201,297 | $ 207,647 | $ 934,378 |
| 51 | GOLF CAPITAL IMP. | $ 361,010 | $ 97,774 | $ 371,455 | $ 436,591 |
| 52 | POLICE CAPITAL IMPROVEMENT | $ (534,529) | $ (1,890) | $ (927,588) | $ (1,891,974) |
| 60 | AIRPORT | $ 1,437,658 | $ 1,059,279 | $ 455,211 | $ (5,909,774) |
| 61 | WATER | $ 15,913,791 | $ 19,272,233 | $ 21,684,232 | $ 26,053,257 |
| 62 | SANITATION | $ 5,846,609 | $ 5,612,350 | $ 6,805,032 | $ 7,371,281 |
| 64 | IDAHO FALLS POWER | $ 40,974,985 | $ 37,573,742 | $ 53,522,472 | $ 51,735,083 |
| 67 | FIBER | $ 170,672 | $ 313,704 | $ 640,978 | $ 1,141,913 |
| 68 | WASTEWATER | $ 28,425,946 | $ 30,595,960 | $ 27,060,415 | $ 25,775,110 |
| | **TOTAL** | **$ 150,501,124** | **$ 163,904,379** | **$ 177,826,650** | **$ 193,279,385** |

# City of Idaho Falls
# Monthly Revenue and Expense Summary
# July 31, 2024

## Revenue

| Fund Type | Taxes / Intergovernmental | Charges for Services | Permits / Fees | Interest | Other Financing Sources | Total | Budget | % |
|---|---|---|---|---|---|---|---|---|
| General Fund | $ 53,479,116 | $ 2,258,822 | $ 1,966,118 | $ 863,459 | $ 2,460,347 | $ 61,027,863 | $ 72,440,631 | 84.25% |
| Special Revenue Funds | 17,372,043 | 9,412,428 | 14,962 | 821,101 | 1,751,231 | 29,371,765 | 32,228,418 | 91.14% |
| Internal Service Funds | - | - | - | 395,945 | 3,344,508 | 3,740,453 | 3,180,000 | 117.62% |
| Impact Fee Funds | - | - | - | 170,283 | 4,899,099 | 5,069,383 | 3,225,353 | 157.17% |
| Capital Improvement Funds | 5,430,272 | 491,647 | - | 395,102 | 6,680,921 | 12,997,941 | 15,554,624 | 83.56% |
| Enterprise Funds | 5,508,653 | 101,463,901 | - | 4,715,595 | 3,542,697 | 115,230,846 | 152,957,171 | 75.34% |
| **Total Revenue** | $ 81,790,085 | $ 113,626,797 | $ 1,981,080 | $ 7,361,485 | $ 22,678,803 | $ 227,438,250 | $ 279,586,197 | 81.35% |

## Expenditures

| Fund Type | Personnel Cost | Operating Expense | Capital | Debt | Interfund | Total | Budget | % |
|---|---|---|---|---|---|---|---|---|
| General Fund | $ 40,429,688 | $ 17,341,737 | $ 4,846,916 | $ 995,471 | $ (12,285,483) | $ 51,328,329 | $ 79,285,623 | 64.74% |
| Special Revenue Funds | 10,472,564 | 8,480,784 | 3,374,651 | - | (111,671) | 22,216,328 | 37,916,408 | 58.59% |
| Internal Service Funds | 69,733 | 1,540,024 | - | - | - | 1,609,757 | 11,952,961 | 13.47% |
| Impact Fee Funds | - | - | 165,043 | - | - | 165,043 | 3,225,353 | 5.12% |
| Capital Improvement Funds | - | 627,737 | 7,183,471 | - | (96,831) | 7,714,378 | 19,367,911 | 39.83% |
| Enterprise Funds | 18,910,917 | 53,462,456 | 32,089,607 | 2,090,011 | (1,954,577) | 104,598,414 | 187,735,288 | 55.72% |
| **Total Expenditures** | $ 69,882,901 | $ 81,452,739 | $ 47,659,688 | $ 3,085,482 | $ (14,448,562) | $ 187,632,249 | $ 339,483,544 | 55.27% |

# City of Idaho Falls
# Summary of Significant Adjustments
# July 31, 2024

The transparency of financial adjustments is crucial for maintaining trust and accountability, particularly in the governmental sector. Financial adjustments refer to changes made to financial statements or records to correct errors, account for new information, or comply with accounting standards. Transparency in financial adjustments involves providing clear and comprehensive information about the nature, reasons, and impact of the adjustments. The Finance Division is committed to providing a high level of transparency with the adjustments made to budget line items and purchase orders. Budget and purchasing type adjustments do not require Council approval unless they create an authorization to spend above $75,000. Typically, budget adjustments are not considered authorizations to spend unless they add to the overall budget of the City or Department.

## Significant Budget Adjustments

### Reallocation of Budget

There were no Budget Adjustments above $75,000 made in July of 2024

# Memorandum

**File #:** 24-340 **City Council Meeting**

**FROM:** Ian Turner, Airport Director
**DATE:** Thursday, September 12, 2024
**DEPARTMENT:** Airport

**Subject**
Minutes from the Idaho Falls Regional Airport (IDA) Board of Directors Meeting

**Council Action Desired**
☐ Ordinance ☐ Resolution ☐ Public Hearing
☒ Other Action (Approval, Authorization, Ratification, etc.)
Approve the minutes as described below (or take other action deemed appropriate).

**Description, Background Information & Purpose**
The attached minutes are from the 21 August 2024 Idaho Falls Regional Airport Board 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 minimize and mitigate risk.

**Interdepartmental Coordination**
N/A

**Fiscal Impact**
N/A

**Legal Review**
N/A

The Idaho Falls Regional Airport Board of Directors for the City of Idaho Falls met on Wednesday, August 21, 2024, at the Idaho Falls Regional Airport Board Room, 2140 N. Skyline Dr. Idaho Falls, ID at 8:00 a.m.

**Call to Order and Roll Call**

Mayor Rebecca Casper called the meeting to order at 8:06 a.m.

There were present:
Mayor Rebecca L. Noah Casper
Board Member Jim Francis
Board Member Kirk Larsen
Board Member Lisa Burtenshaw
Board Member Jim Freeman
Board Member Michelle Ziel-Dingman
Board Member John Radford

Also present:
Ian Turner, Airport Director
Brook Edwards, IDA Board Secretary
Bruce Young, Airport Assistant Director Finance & Administration
Grant Kendall, Safety and Security Manager
Michael Kirkham, City Attorney
Catherine Smith, Economic Development Administrator

**2023/2024 YTD Budget Report**– Bruce Young

Mr. Young presented the financials as of June 2024, noting that revenue is primarily driven by Federal Aviation Administration (FAA) grants related to the terminal project, the master plan, and snow removal equipment. Parking is also a significant revenue source. Third-quarter revenue shows consistency compared to 2023, with a slight increase in rental cars and airline fees due to adjusted rates. Last year's final COVID drawdown, increased state funding, and carry over of funds for a chiller also impacted the numbers.

Director Turner provided a background on airline rates and fees, leading to a board discussion on Passenger Facility Charges (PFCs) and implications on the future. Mr. Young continued, presenting that expenditures align with revenue, primarily tied to Federal Aviation Administration (FAA) projects. Operating expenses remain stable, with slight variances in wages and benefits due to turnover. The third-quarter expenditure comparison between 2023 and 2024 shows minimal change, with capital outlay being the most significant variance, mainly due to the land acquisition project nearing completion. Focus is on maintaining a balanced budget, with the expectations for revenue to align with expenditures and capital project needs.

**Consideration of Lease Amendment** – Ian Turner

Direct Ian Turner presented a lease amendment regarding Transportation Security Administration (TSA) office spaces, managed by the General Services Administration (GSA). The current lease, originally from 2014, expires next month and has been amended seven times. The original lease included two, five-year extensions, which this lease agreement exercises. While the original extensions were at the option of the Federal government, they required a lease amendment to add in new regulatory requirements. The lease amendment includes those new requirements that include safeguarding information systems, prohibiting

certain hardware and software manufacturers, and monitoring Information Technology (IT) equipment requirements. Since the GSA opened the door to negotiate, Director Turner asked for an increase in rental rate to address the negotiated 2014 rates not matching inflation. The amendment also involves an increase in lease rates in the first year of the extension from $43.08 to $51.48 per rentable square foot, generating approximately $11,944.80 in additional annual revenue. While the new terms were accepted, Director Turner noted that TSA will likely request more office space in the future due to an increase in full-time employees. Discussions followed regarding potential office space needs, remodeling requirements, and the possibility of relocating board meetings to accommodate TSA's expansion. No major objections were raised, and the board expressed flexibility in meeting locations if necessary

**Airport True Market Study Review**– Ian Turner

Director Turner presented the 2023 Airport True Market Study conducted by Volaire Aviation Consulting, focusing on the catchment area for Idaho Falls Regional Airport (IDA). The study analyzes passenger origins, destinations, and airport usage based on United States Department of Transportation (USDOT) data. Key findings reveal that ticket prices have risen, with the average fare increasing from $180 in 2021 to $253 in 2023, reflecting resilient passenger demand despite higher costs. However, IDA's passenger retention has dropped to 52% from 59%, with leakage to Salt Lake City rising to 40%. The study also highlights a 40% increase in daily passenger demand over 2021. Higher demand, coupled with record enplanements and increased leakage to Salt Lake emphasizes the need for more seats in the IDA market to meet demand. Another notable finding was that the Los Angeles Basin has become the top destination for IDA passengers, with a 50% rise in traffic since 2021.

**Terminal Building Project Report**– Ian Turner

Director Turner provided an update on the terminal building project, highlighting ongoing collaboration with Ardurra/Alliance on enabling work and long lead items. The project aims to avoid unnecessary debt by applying for $10 million in FY25 Bipartisan Infrastructure Law (BIL) and the Airport Terminal Program (ATP) funds. The overall project cost is $61.8 million, with $17 million to be covered by the airport. Director Turner emphasized that this view is shifted from past conversations that focused only on the construction cost of $56 million.

Director Turner discussed the updated funding plan as of August 2024, emphasizing this plan would change. The following information was discussed:

# Terminal Building Funding Plan: Overall

~As of 8/19/2024~

| Program | Type | Amount | Total Funding | Sponsor Share | Under Grant | Dedicated to IDA |
|---|---|---|---|---|---|---|
| AIP | ENT | $ 750,000.00 | $ 960,307.30 | $ 210,307.30 | Yes | Yes |
| BIL | ATP | $ 5,200,000.00 | $ 5,526,036.13 | $ 326,036.13 | Yes | Yes |
| BIL | ENT | $ 6,300,000.00 | $ 6,695,005.31 | $ 395,005.31 | No | Yes |
| BIL | ATP | $ 4,000,000.00 | $ 4,250,797.02 | $ 250,797.02 | Yes | Yes |
| BIL | ENT | $ 5,200,000.00 | $ 5,526,036.13 | $ 326,036.13 | No | Yes |
| AIP | SUP | $ 700,000.00 | $ 896,286.81 | $ 196,286.81 | No | No |
| AIP | CPF | $ 12,000,000.00 | $ 15,364,916.77 | $ 3,364,916.77 | No | No |
| BIL | ATP | $ 10,000,000.00 | $ 10,626,992.56 | $ 626,992.56 | No | No |
| Subtotal | | $ 44,150,000.00 | $ 49,846,378.05 | $ 5,696,378.05 | | |
| OTHER LOCAL | | $0 | $ 12,000,000.00 | $ 12,000,000.00 | N/A | N/A |
| **Total** | | **$ 44,150,000.00** | **$ 61,846,378.05** | **$ 17,696,378.05** | | |

Important Notes:

1. This chart looks at total funding for the project, not just the construction cost of $56,000,000.
2. This chart is subject to change based on feedback from our grant applications, both related and unrelated to the terminal project.
3. The amount under "Sponsor Share" is an estimate based on eligibility percentages. This share is subject to change based on actual grant award figures.

# Terminal Building Funding Plan: Local Share

~As of 8/19/2024~

| Total Local Share Needed | $ 17,696,378.05 | Hypothetical Option 1 | |
|---|---|---|---|
| **Local Fund Type** | **Amount** | **Authorized to Spend** | **Notes** |
| Passenger Facility Charge | $5,864,749 | Yes | |
| Airport Fund Balance | $2,500,000 | Yes | Contingent on receiving other grants |
| Airport Borrowing | $12,000,000 | No | May require adjusting the PFC |
| | | | |
| Local Share - Under/(Over) | $ (2,668,370.95) | | This figures represents grant eligible expenses that are not collectable under this plan. |

| Total Local Share Needed | $ 17,696,378.05 | Hypothetical Option 2 | |
|---|---|---|---|
| **Local Fund Type** | **Amount** | **Authorized to Spend** | **Notes** |
| PFC Backed Borrowing | $16,652,292 | No | Requires adjusting PFC Application #7 |
| Airport Fund Balance | $2,500,000 | Yes | Contingent on receiving unrelated grants |
| Airport Borrowing | $0 | No | |
| | | | |
| Local Share - Under/(Over) | $ (1,455,913.70) | | This figures represents grant eligible expenses that are not collectable under this plan. |

Nuances of the overall funding option presented, as well as how the local share might be funded, were discussed. Director Turner emphasized that all funding that is not already under grant to IDA is subject to change and any of those changes would change the local funding plan.

**Airport Director Update -** Ian Turner

Director Turner provided updates on several ongoing projects. Taxiway pavement maintenance is scheduled to begin on September 9th, with the work moving around different areas of the airfield. For the siting study, the FAA's Technical Operations team objected to all three proposed sites. This is concerning, particularly regarding the VOR navigation system, which emits a radio frequency extending up to 70 miles from the airport. The FAA's concerns are currently being reviewed, with further discussions underway to clarify what adjustments may be needed to meet their requirements.

Ardurra is actively working on the Airport Layout Plan (ALP) and the narrative for the preferred alternatives as part of the Airport Master Plan. The first draft of the ALP is expected to be available by October.

Significant issues continue with the terminal parking lot equipment supplier related to ticketing equipment, delaying the project's progress. It is likely that alternative paths forward will be needed.

Upcoming grants were reported on. The land acquisition application for the Johnson Property was submitted for the full amount, and a decision is expected in September. However, the total awarded amount remains uncertain. Unexpectedly in July, the FAA requested an application for partial alterations and repairs of the terminal apron to align the apron to the future terminal building. This application was made, and it is in addition to the overall terminal project. Lastly, a community project funding request has successfully passed through the House Appropriations process, but the airport must wait for the House and Senate to reconcile appropriations. It is unlikely there will be further updates before the November election on this item. The airport has also submitted applications for FY25 BIL ATP and Airport Improvement Program (AIP) Supplemental funding, with decisions expected by the end of September. These were discussed in more depth earlier.

Director Turner highlighted concerns regarding the land acquisition grant, noting that although the FAA programmed the acquisition, there is uncertainty about whether the full amount will be awarded. This may result in phased funding over multiple years, potentially requiring the airport to take out loans to cover immediate costs. He also expressed optimism about securing community project funding, though the process remains dependent on political developments.

**Board Policy Review and Update –** Mayor Casper & Ian Turner

During a previous board meeting, there was a commitment to explore potential policy topics for consideration. While not exhaustive, potential policies could include areas such as budgeting, capital improvement planning, rate and fee methodology, contracting policies, advertising policies, and diversity, equity, and inclusion (DEI). The existing policy establishing the Idaho Falls City Council as the Idaho Falls Regional Airport Board was presented for review. Director Turner identified the place he would like to start is cleaning up the existing policy and creating an advertising policy. The advertising policy is pertinent due to market demand for advertising space. City Attorney Kirkham addressed questions related to what might be legal in such a policy.

The board discussed possible policy topics, where policy ends and management and operations begin, and the overall goal to move the airport in the desired direction. Director Turner ended the conversation by confirming that he will offer suggested changed to the policy establishing the board and work on creating an advertising policy.

**Q & A and Announcements** – Mayor Casper & Ian Turner

The calendar of events was reviewed. The airport tenant BBQ is on Friday. Several board members expressed their interest in attending the AAAE Airport Board and Orientation Training, scheduled for September 19, 2024. There being no further business, the meeting adjourned at 10:30 a.m.

X Brook Edwards

Brook Edwards
Board Secretary

X

Rebecca L. Noah Casper
Chair

# Memorandum

**File #:** 24-307 **City Council Meeting**

**FROM:** Bear Prairie, General Manager
**DATE:** Wednesday, August 14, 2024
**DEPARTMENT:** Idaho Falls Power

**Subject**
IFP 22-01 Line Clearance Services - Davey Tree Surgery

**Council Action Desired**
☐ Ordinance ☐ Resolution ☐ Public Hearing
☒ Other Action (Approval, Authorization, Ratification, etc.)
Approve a one year extension to the existing line clearance service agreement with Davey Tree Surgery Company of Livermore, California for a per-unit contract at a budgeted amount of $750,000.00 and give the Mayor and City Clerk authorization to execute the necessary documents (or take other action deemed appropriate).

**Description, Background Information & Purpose**
Idaho Falls Power (IFP) solicited bids to clear tree encroachments from overhead power lines and around city substations as part of Bid Project No. IFP 22-01, which was approved by City Council Dec. 9, 2021. IFP plans to rebid this work next year.

**Alignment with City & Department Planning Objectives**



☐ ☐ ☒ ☐ ☐ ☐ ☐ ☐

This action supports our readiness for a safe community by clearing potential hazards from power lines and substations. This action also supports the reliability element of the IFP Strategic Plan.

**Interdepartmental Coordination**
The City Legal Department and Idaho Falls Power

**Fiscal Impact**
Funds for this work are in the 2024/25 budget.

**Legal Review**
The City Attorney has reviewed and concurs this action is complies with the applicable state statute.

**AMENDMENT TO THE CONTRACT FOR CONSTRUCTION**
**Idaho Falls Power Line Clearance Project**

This AMENDMENT TO THE CONTRACT FOR CONSTRUCTION, (hereinafter "Amendment"), is made and entered into this _____ day of _____, 2024, by and between the City of Idaho Falls, Idaho, a municipal corporation of the State of Idaho, P.O. Box 50220, Idaho Falls, Idaho 83405 (hereinafter "CITY"), and Davey Tree Surgery Company of Livermore, CA, (hereinafter referred to as "CONTRACTOR").

W I T N E S S E T H:

WHEREAS, CITY solicited bids for furnishing tree encroachment from overhead power lines and around City substations as part of Bid Project No. IFP 22-01; and

WHEREAS, CONTRACTOR was selected as the lowest responsible bidder; and

WHEREAS, the parties formalized the terms and conditions of the Bid Project No. IFP 22-01, in the December 9, 2021, Contract for Construction: Idaho Falls Power Line Clearance Project ("Agreement"); and

WHEREAS, the initial and renewal terms of that December 9, 2021, Agreement will end on September 30, 2024; and

WHEREAS, the parties now desire to amend the Agreement to extend the term of the Agreement in order to continue the tree encroachment clearing project.

NOW, THEREFORE, be it agreed that for and in consideration of the mutual covenants and promises between the parties hereto, that:

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed as of the date indicated above.

**SECTION I:** The Article entitled "Contract Time and Payment" of the December 9, 2021, Agreement is hereby amended and replaced with the following:

*CONTRACT TIME AND PAYMENT*

*Contractor agrees to complete the work within the time specified herein and to accept as full payment for all work, materials or services rendered on or delivered to the Project, an amount determined by the unit price method set forth in the Contract Documents and the*

*Proposal, or the lump sum amount set forth in the Proposal. All work contemplated in the Proposal and the Contract Documents will be completed by September 30, 2025.*

**SECTION II:** Except as modified by this Amendment, the Agreement remains unchanged and in full force and effect. The terms used in this Amendment, unless otherwise defined herein, shall have the meanings as set forth in the Agreement. If there shall be any conflict or inconsistency between the terms and conditions of this Amendment and the Agreement, the terms and conditions of this Amendment shall control.

Dated this _____ day of _____, 2024.

ATTEST:

"CITY"
City of Idaho Falls, Idaho

_____
Corrin Wilde, City Clerk

By _____
Rebecca L. Noah Casper, Ph.D., Mayor

"CONTRACTOR"
Davey Tree Surgery Company

By _____

STATE OF IDAHO )
) ss.
County of Bonneville )

On this _____day of _____, 2024, before me, the undersigned, a notary public for Idaho, personally appeared Rebecca L. Noah Casper, Ph.D., 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 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.

_____
Notary Public of Idaho
(Seal) Residing at: _____
My Commission Expires:_____

STATE OF IDAHO )
) ss.
County of Bonneville )

On this _____day of _____, 2024, before me, the undersigned, a notary public for Idaho, personally appeared _____, known or identified to be the _____, and whose name is subscribed to within the instrument and acknowledged to me that they are authorized to execute the same for and on behalf of Davey Tree Surgery Company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

_____
Notary Public of Idaho
(Seal) Residing at: _____
My Commission Expires:_____

# Memorandum

**File #:** 24-322 **City Council Meeting**

**FROM:** Bear Prairie, General Manager
**DATE:** Friday, August 30, 2024
**DEPARTMENT:** Idaho Falls Power

**Subject**
Idaho Falls Power Board Minutes - August 2024

**Council Action Desired**
☐ Ordinance ☐ Resolution ☐ Public Hearing
☒ Other Action (Approval, Authorization, Ratification, etc.)
Approve the Idaho Falls Power Board Meeting Minutes from August 8, 2024 (or take other action deemed appropriate).

**Description, Background Information & Purpose**
The Idaho Open Meeting law requires the governing body of a public agency to record and make written minutes publicly available for all public meetings.

**Alignment with City & Department Planning Objectives**



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The requested action supports good governance by demonstrating sound management and promoting trust and transparency. It complies with Idaho Code § 74-205(1).

**Interdepartmental Coordination**
N/A

**Fiscal Impact**
N/A

**Legal Review**
N/A

**August 7, 2024 Unapproved**

The Idaho Falls Power Board of the City of Idaho Falls met Wednesday, August 7, 2024, at the Idaho Falls Power Boardroom, 140 S. Capital, Idaho Falls, Idaho at 7:45 a.m.

Call to Order, Roll Call, and Announcements:
There were present:
Mayor Rebecca L. Noah Casper
Council President Lisa Burtenshaw
Board Member Jim Francis
Board Member John Radford (joined via Zoom)
Board Member Jim Freeman (left at 9:50 a.m.)
Board Member Kirk Larsen

Absent:
Board Member Michelle Ziel-Dingman

Also present:
Bear Prairie, IFP General Manager (GM)
Michael Kirkham, City of Idaho Falls Attorney
Josh Roos, IFP Chief Financial Officer (CFO)
Margaret Wimborne, City of Idaho Falls Chief of Staff
Matt Loszak, Aalo Atomics Chief Executive Officer (CEO) & Co-Founder
Yasir Arafat, Aalo Atomics Chief Technology Officer (CTO)
Richard Wiliams, Aalo Atomics Principal Mechanical Engineer
James Burr, Chapman and Cutler LLP Partner (joined via Zoom at 10:30 a.m., left at 11 a.m.)
Ryan Bjerke, Chapman and Cutler LLP Partner (joined via Zoom at 10:30 a.m., left at 11 a.m.)
Alan Cunningham, Design Services Manager
Linda Lundquist, IFP Board Secretary

Mayor Casper called the meeting to order at 7:49 a.m.

Calendar, Announcements, Events and Updates
Mayor Casper reminded the Board of the upcoming Utah Associated Municipal Power Systems (UAMPS) annual summer meetings in August in Midway, Utah, and mentioned the Roaring Youth Jam water tower outreach event on Friday. She said the Energy Communities Alliance received a $2 million grant to administer conversations around housing spent fuel in various states and added that the Idaho National Laboratory (INL) stores all United States (US) navy fuel at the INL site. Board Member Radford gave a briefing on the recently attended American Public Power Association's (APPA) Policy Makers Committee (PMC) Fly-In in Washington, D.C., and said he'd met with Senator Risch and Representative Simpson's staff to discuss current energy issues and challenges. He said once the US Congress is back in session, they will take up the hydropower issues concerning streamlining the regulation and licensing processes and said that APPA made the point that friends in both parties have a vested interest and will circulate the talking points to the Board. Board Member Radford added that he was in Washington the week before President Biden dropped out of the Presidential Race and pointed out that in just a few weeks the political landscape is quite changed. Mayor Casper said to pass a bill through the federal program, it must first be authorized and then appropriated by a different house (US Senate, US Congress). Board Member Freeman attended the Idaho Consumer-Owned Utilities Association's (ICUA) Annual Summer Conference in Boise, Idaho where they were briefed on the Columbia River Treaty agreement which has been in talks for over 10 years and six years in the making. He stressed the frustration that the Northwest River Partners (NWRP) organization is experiencing by the exclusion of utilities and other users of the hydro system from the negotiations/discussions between the Biden Administration and the Sovereign Tribal Nations in the

Columbia River System Operations (CRSO) settlements. He added that Canada expects to have a significant reduction in entitlement. Board Member Freeman noted that seventy-eight percent (78%) of Idahoans support hydropower as a clean and affordable energy source, according to NWRP polling. Board Member Freeman talked about the forming energy markets in the Northwest, Western Resource Adequacy Program (WRAP) and Southwest Power Pool (SPP) Markets+ offering. GM Prairie explained that the race is on between Markets+ and California Independent System Operator (CAISO) extended day-ahead market (EDAM) competing for Northwest utilities. He explained that there appears to be support now from the Governor's office in California to change state law and give up total control over EDAM/CAISO in support of a broader regional market. In prior attempts there was not support because of concerns it would cost jobs in California because green energy jobs and projects could go out of state. GM Prairie expressed his preference for the laws to be changed in favor of regionalizing if CAISO EDAM is to be considered and said that utilities in the Bonneville Power Administration (BPA) have some influence on BPA. He said BPA has expressed publicly a leaning towards Markets+ because of the governance concerns with EDAM/CAISO and explained that BPA is under extreme political pressure from some in Oregon and Washington to just go with CASIO/EDAM. Preference customers are very concerned and pushing back on outside influence over BPA and feel this decision should be preference customer-led and not environmental advocacy groups. Board Member Freemen said a new federal entity has been formed, called Electricity information Sharing and Analysis Center (E-ISAC) to address the cyber threat to power infrastructure. GM Prairie said they have been reaching out to him and we'll continue to coordinate. GM Prairie reviewed IFP's council items for the week. Mayor Casper said she prefers to see the engineer's estimate on the bid documents. There was a discussion on the naming of the Gem State boat ramps along with the desire to name the new boat ramp below Gem State that is being constructed after Arn who passed away unexpectedly but was a major community volunteer and advocate for hydropower and fish issues/collaboration. Mayor Casper said she had been working on a naming rights policy specifying that a person must be deceased three years before being named in honor. GM Prairie expressed his concern that the policy be flexible because there are always unique situations and circumstances.

Board Policy No. 3 – Board Training Plan

Mayor Casper would like the language clarified to indicate that it's the Board Chair's responsibility to call/schedule additional "special" Board meetings for training. The Board agreed with no additional editing comments.

Q3 Financial Review/Budget

CFO Roos reviewed the power balance sheet and noted the cash has been very consistent year-over-year. Board Member Freeman asked if our bond rate would be affected if the Federal Reserve lowers the interest and Mr. Roos said it would. GM Prairie said once they start signaling a move, the bond markets start reacting. Mr. Roos noted the utility has been purchasing a lot more transformers in tracking with new construction and said the warehouse is remodeling with an improved racking system to accommodate more inventory. GM Prairie added that the south end of the warehouse will also begin a remodel soon to give the linemen, substations and electricians adequate office space. He expressed that with IFP's growth and fiber expansion that the utility is running out of space for people and equipment. Mayor Casper asked if KeyBank was ready to sell yet and Mr. Roos said he has been in talks with them on a purchase and lease back agreement, but they have not had interest in that to date. Board Member Larsen asked if the building is in good shape fundamentally and Mr. Roos said it will require a remodel but has good bones with a nice vault set-up for municipal services to move the treasury and utility billing if it was secured. Mr. Roos noted a big difference with the Carbon Free Power Project being off the books and noted that power's income in retail sales was down a bit and explained the miscellaneous income was from BPA returning money to us to do energy efficiency incentives that we match with our funds and noted if the funds aren't requested from BPA then our customers don't get our rate case funding back to help our customers.. Mr. Roos continued to review the fiber balance sheets and said the revenue is consistently moving up every month and noted that

the inventory will decrease since most of the buildout is complete. There was a discussion on unrestricted dollars. Mr. Roos said the fiber customers are at about 8247 with about a thirty to thirty-five percent (30-35%) take rate. Board Member Larsen asked how multi-family housing is accounted for and Mr. Roos explained that it depends on how the building is owned and noted that when individuals sign up for power they fill out a questionnaire, where if they've indicated an interest in fiber then they will be contacted by IFP/IFF customer service. GM Prairie said that it is almost shocking how well fiber is doing and that for example the Sunnyside trailer courts and noted that the sign ups have been awesome with service only being available for three months. He pulled up the online fiber map to illustrate where direct door hangers for marketing is being focused and explained that the different colors are signups in different years and if you hover over the home it will say the year.

GM Prairie reviewed power supply Q3 report and reported that expenses were down dramatically, attributed to a better water year, and that we didn't have as many price excursions. He pointed out that when we were hot, California wasn't. He said that INL just signed up for clean energy program and continued to explain that with the economy tightening up in his view that he adjusted the forward load forecast down a bit from the previous version. He expressed that they are not seeing as much single family and commercial development as he originally forecast, likely as result of complexities of building traditional single family now in the city. He said that consumption was down 22,000 megawatts consumption despite 900 new customers. GM Prairie said the Columbia basin had a bad water year at seventy-four percent (74%) of average, but that the Snake River was better, especially early on, with a current ninety-one percent (91%) flow average. He said the teacups are still fairly full for August, specifically that the Palisades and Jackson Lakes are full. He said the weather is predicted to be above-average temperatures and precipitation for the next two weeks across the region. GM Prairie explained that the natural gas pricing is softening across the curve at $3.40 but is remaining abundant and at a low cost.

Aalo Introduction and Overview

Aalo's CEO Matt Loszak gave an overview of their project, which entails commercializing a scaled-up 250 kilowatt (KW) megawatt (MW) microreactor to a 10 megawatt (MW) unit at a Levelized Cost of Energy (LCEO) of $.07 cents per kilowatt hour (kWh) and eventually leading to a much larger microreactor projects (which could power large data centers or small cities) and believes the LCOE could be from $.03 - $.05 cents per kWh. He said that the reactors will be factory-fabricated to save on cost and supply chain delays, sodium-cooled, and fueled. Mr. Loszak explained that the microreactor is inspired by INL's Microreactor Applications Research Validation and Evaluation Project (MARVEL), which is part of the Department of Energy (DOE) Office of Nuclear Energy Microreactor Program. He expects that Aalo's licensing process will be streamlined by leveraging MARVEL's nuclear test data (70 years of data on the fuel type). Board Member Radford asked about the fuel type and Mr. Arafat said MARVEL uses Triga fuel, (Aalo uses also) which is currently obtained only in France but hopes to recreate it in the United States (US) and said he is working to find locally sourced manufacturers. He said that spent fuel will not be kept on-site. He is seeking the Board's approval to pursue a memorandum of understanding (MOU) to build a small research facility (just over the size of ½ an acre) at the IFP Peaking Plant and Research Park facility site and eventually build a seven-unit system with a Purchase Power Agreement for 75MW, where Aalo would retain the owner/operator status and assume all risks. He pointed out that the Nuclear Regulatory Commission (NRC) requires only one meter around the building for safety. Aalo's CTO Yasir Arafat explained that the reactor will be created in an Aalo factory located in Austin, Texas, and transported (which will test the size/transportability for future shipments) to IFP's Research Park where the 10MW microreactor will be tested. He said the pilot factory expects to make 10-20 microreactors per year and scale up to 100 units to be shipped around the world. Mr. Arafat clarified that Aalo has been through the DOE authorization for experimental microreactor use but not commercial as yet. Mr. Loszak reviewed Aalo's timeline and noted that the data center market is their initial focus. Mayor Casper asked about leaks and Mr. Arafat said there is no exchange with the environment and explained that the system isn't pressurized

but is air-cooled in a sealed system, as opposed to water cooling. He said the commercial version has a 40+ lifespan that can go 20 years beyond if properly serviced. GM Prairie said he is always considering different build options for the research park and emphasized that the situation should never put rate payer's money at risk on new and unproven technologies.

IFP Peaking Plant Update

GM Prairie reviewed the construction schedule and noted the project is still running on time and on budget where staff continues to make functional improvements. He said the project has passed the thirty percent (30%) design stage and expects to pass sixty percent (60%) by the first part of September 2024 and mentioned the building materials are on site for the storage building. GM Prairie reviewed the utility's stable AA Fitch rating and noted the rarity for a utility of our size to continue achieving this rating and added that it certainly helps obtain much more favorable interest rates. Mr. Burr, Partner of Chapman and Cutler LLP added that utilities the size of Nashville (ten times the size of Idaho Falls) w/combined gas systems typically obtain a AA category, and expressed how pleased he was with Idaho Falls Power rating achievement.

IERA Peaking Plant Resolution Discussion

Mr. Bjerke, Partner with Chapman and Cutler LLP reviewed the financial transaction structure and noted it is similar to the 2021 transmission project where IFP will enter into a ground lease with Idaho Energy Resource Authority (IERA) and once the tax-exempt municipal bonds are paid off, the asset will return to IFP. Mr. Bjerke reviewed the power supply agreement and the authorizing resolution which authorizes a maximum of $50 million at a maximum interest rate of six percent (6%) with a maximum maturity of 20 years. GM Prairie commented that there are some blank areas in agreements because we still have to go through the bond sale, but for now, the focus is on authorizing a resolution that permits parties to pursue the bond sale through various agreements as previewed in the packet. Member Francis asked if Bank of America (BofA) would be the underwriter and why two financial institutions are listed. Mr. Bjerke explained that BofA initially purchases and sells the bonds on our behalf and Zions Bank then acts as the bond trustee, which is the servicer of the bonds where payments are made to them and then are paid out. GM Prairie said the bond sale software would be made available if anyone wanted to follow the sale and Board Member Francis asked if the interest rate is a package deal. GM Prairie said it was and that we'd know the effective interest rate once the transaction closes. Board Member Larsen asked if the interest starts accruing the day bonds are sold and Mr. Bjerk said the bonds start accruing interest at closing. Board Member Larsen asked if there is a provision to prepay and Mr. Bjerke stated that matter is part of the bond sale process where the underwriting desk communicates with investors and explained that there is typically an option for a redemption feature in ten years and also said that they are trying to time the sale where interest rates are expected to go down and get the sale closed before the November election. GM Prairie said the project is going for a 15-year payback and commented that the first generator is ready for delivery and will be wrapped and stored in a warehouse until ready to ship to Idaho Falls for installation on-site and commented that it's about the size of what was seen in Lehi's plant.

BPA Update (Contract negotiation, Columbia River Treaty, etc.)

GM Prairie reviewed BPA's timeline for a new contract and explained the provider of choice rate design methodology (PRDM) and that BPA is offering load-following, block and slice again but there are changes to all the products, especially slice. Board Member Burtenshaw asked if BPA is still offering a slice product and GM Prairie said yes, but explained that BPA's proposal is a prior to day-ahead-market scheduled product, which in his opinion effectively guts the flexibility of the hydro system to where all their schedules are locked and misses out on market optimization/integration value. He noted that the process has been very frustrating and that the utility CEOs that have the slice voiced their concerns to BPA Administer Hairston that the proposed slice product is not viable or equitable between different customer classes. Board Member Francis asked why it's perceived as a good sign the next PRDM meeting was canceled and GM Prairie said

the hope is that BPA is refocusing more on what customers need following the Hairston meeting and added that current negotiations could be edging into violating the Northwest Power Act in his view. He said he is hoping to see how negotiations shape up by early October 2024. GM Prairie said there are several things in play like the Idaho Energy Authority (IDEA), which is a joint operating authority (JOE) in the Northwest much like UAMPS is and explained that IDEA would be a co-owned resource with 1000MW's potentially of BPA load and would partner with The Energy Authority (TEA). Mayor Casper asked if we would eventually not need UAMPS and GM Prairie said we would likely keep UAMPS because of Horse Butte and the value of being both served under the UAMPS TSOA agreement and BPA NT agreement or successor under an IDEA JOE, but he stressed that they will continue to analyze all options.

Utility Reports

*Fiber Update* — GM Prairie stated that the new fiber service is maintaining 3 weeks out which is normal and provides good process flow with our boring subcontractors.

*Northwest River Partners* – GM Prairie worked on a joint commentary editorial that talks about the benefits of hydropower.

*Columbia River Treaty Update* – GM Prairie explained that the United States will be getting 150 MW back. When the Treaty was negotiated 50 years ago, they didn't spill fifty percent (50%) of the water for fish like they do now. Board Member Francis noted that Canada has some dams planned and GM Prairie acknowledged this construction and added that they are also desiring and/or planning on building transmission that will allow Canada better access to market their hydropower into the Northwest.

Board Member Burtenshaw noted how awesome a treat it was that the MARVEL folks presented in person to the Board today. Mayor Casper mentioned how impressed she was with how quickly they've been progressing in the Aalo project since May 2024. There was a discussion about extending the City sewer service for the project with owner options. Board Member Radford added that nationally this is an important conversation in APPA's PMC and said that solar has not been doing well in Florida and they've been watching nuclear very closely and said he thinks it could be a really exciting prospect for Florida as well as for possible electric car charging stations on highways. Mayor Casper reminded the Board of the Peaking Plant groundbreaking ceremony on Monday and Board member Radford said it would be good to keep hydrogen in the conversation.

There being no further business, the meeting adjourned at 11:50 a.m.

s/ Linda Lundquist

Linda Lundquist, BOARD SECRETARY

s/ Rebecca L. Noah Casper

Rebecca L. Noah Casper, MAYOR

# Memorandum

**File #:** 24-324 **City Council Meeting**

**FROM:** Bear Prairie, General Manager
**DATE:** Friday, August 30, 2024
**DEPARTMENT:** Idaho Falls Power

**Subject**
Gas Line Extension Facilities Agreement - Intermountain Gas Company

**Council Action Desired**
☐ Ordinance ☐ Resolution ☐ Public Hearing
☒ Other Action (Approval, Authorization, Ratification, etc.)
Approve this agreement for a gas line extension with Intermountain Gas Company for the cost of $613,250.00 and give authorization to the Mayor and City Clerk to execute the necessary documents (or take other action deemed appropriate).

**Description, Background Information & Purpose**
Intermountain Gas Company will extend or modify its distribution system to provide natural gas service to the IFP Peaking Plant and Research Facility. The cost for labor and materials is $557,500 plus a 10% contingency of $55,750 for a total of $613,250.00

**Alignment with City & Department Planning Objectives**



☐ ☐ ☒ ☐ ☐ ☐ ☐ ☐

This action supports our readiness for well-planned growth and development, ensuring long-term reliability. This action also supports the growth element of IFP's Strategic Plan.

**Interdepartmental Coordination**
The City's Legal, Public Works and Idaho Falls Power Departments collaborated on this project.

**Fiscal Impact**
Funds for this project are in the 2023/24 CIP budget.

**Legal Review**
The City Legal Department concurs this action is within State Statute.

# INTERMOUNTAIN GAS COMPANY

**Idaho Falls Power – Facilities Agreement**

8/9/2024

This Facilities Agreement ("Agreement") is made and entered into as of this ___ day of September, 2024 (the "Effective date") by and between **INTERMOUNTAIN GAS COMPANY,** an Idaho corporation (hereinafter referred to as "Intermountain") and **The City of Idaho Falls, Idaho, a, a municipal corporation of the State of Idaho, d.b.a. IDAHO FALLS POWER,** with regard to its facility located at 2017 East Iona Road, Idaho Falls, Idaho (hereinafter referred to as "Customer"). Intermountain and Customer are herein collectively referred to as the "Parties" or individually as "Party".

**Whereas,** Intermountain owns and operates a natural gas distribution system which can be or is already interconnected with the Customer's facility described above.

**Whereas,** Customer desires that Intermountain extend or modify its distribution system to provide natural gas service or improved natural gas service to Customer's facility.

**Whereas,** Intermountain, subject to the terms and conditions hereof, is willing to provide such natural gas service.

**Now, Therefore,** in consideration of the mutual covenants and agreements herein set forth and other good and valuable consideration, the receipt and sufficiency of which the Parties hereby acknowledge, the Parties hereto, intending to be legally bound, agree as follows:

1. **Project.** Customer desires that Intermountain install natural gas facilities as described below and other related equipment and infrastructure (hereinafter referred to as the "Project"), to provide sufficient capacity to enable daily natural gas delivery for Customer's facility located at the above referenced address. Customer has requested that the facilities be designed for a capacity of 1,560 therms per hour and a pressure of 50 psig. The pressure above is a design pressure and does not represent a guaranteed delivery pressure.

   Project Description:

   | |
   |---|
   | Install 2000' of 6" HP main, 1900' of service line and a 4" SIC ultrasonic meter.. Intermountain shall use best efforts to install the pipeline facilities by December 15, 2024. The projected In-Service Date is described in Section 10. |

2. **Intermountain's Obligation.** Intermountain hereby agrees to construct, install, maintain, and operate the natural gas facilities described herein to serve Customer's facility as further shown on Exhibit A.

3. **Customer's Obligation.** Customer agrees that it shall be responsible for:

   | |
   |---|
   | Customer will execute this agreement and make any related payments on a timely basis, provide any necessary easements on private property and provide a suitable location for the meter and other equipment as described in section 14 below. |

4. **In-Service Date.** The "In Service Date," is the date Intermountain completes construction of the Project. Intermountain agrees to use reasonable commercial efforts to complete the Project on or about September 1, 2025, provided that Customer meets obligations described in this Agreement by the dates specified, this Agreement is executed by Customer no later than September 13, 2024, and all payments or amounts due are received by Intermountain no later than September 27, 2024. This Agreement must be executed by Customer and Intermountain must receive any payments or amounts due from Customer by the dates specified in this paragraph or this Agreement shall never come into effect. Customer acknowledges that the target date for Project completion is an estimate and agrees Intermountain shall not be liable for any damages, costs, or expenses related to a failure to meet this estimate.

5. **Ownership and Operation.** Intermountain shall retain all ownership of the Project facilities installed as part of the Project and will, in its sole and reasonable discretion, operate the necessary natural gas facilities to serve Customer's facility according to the terms of this Agreement, any service agreement executed between the Parties and Intermountain's effective Tariffs, provisions and rules.

6. **Tariffs, Provisions and Rules.** This Agreement is entered into pursuant to, and subject to, Intermountain's effective Tariffs, General Service Provisions, applicable Rate Schedules, rates, rules and regulations, all incorporated by reference, as they may be amended by Intermountain with the approval of the Idaho Public Utilities Commission.

7. **Project Cost and Advance Payment.** The total estimated cost of the Project is $1,119,500 ("Estimated Project Cost") (see Exhibit B, attached hereto and incorporated herein). Customer will be afforded a project cost allowance ("Allowance") based upon Customer's promises made in Sections 9 through 12 herein. Based upon that understanding, Customer shall be obligated to pay Intermountain an amount equal to the difference between the Estimated Project Cost and the Allowance ("Advance Payment") of 557,500, as noted in Exhibit B. The Advance Payment shall be paid in full by September 27, 2024 . Any portion of the Advance Payment that was prepaid by Customer is acknowledged in Exhibit B. Intermountain shall provide an invoice reflecting any Amount Due and have no obligation to initiate work on the Project until the payment is received.

8. **Project Cost True-up.** Within ninety (90) days after the Project is complete and in service, Intermountain will total all actual costs of the Project ("Actual Project Cost") and notify Customer of the Actual Project Cost. If the Actual Project Cost is determined to be less than the Estimated Project Cost, Intermountain will refund the difference to Customer within thirty (30) days. If the Actual Project Cost is greater than the Estimated Project Cost, Intermountain will invoice Customer for the difference. Customer agrees to pay any such invoice within thirty (30) days of receipt.

9. **Agreement Term.** This Agreement shall be effective from the date of execution until the end of the Primary Term of the required Service Agreement described in Section 10.

10. **Service Agreement.** The Parties shall execute an agreement for natural gas service with a minimum five (5) year Primary Term. The Service Agreement may evergreen following the end of the Primary Term. Said contract shall commence no more than six months following the actual In-Service Date of the Project ("Service Deadline"). Customer agrees the gas

Service Agreement will be under Rate Schedule T-4. Customer further agrees that the stated Maximum Daily Quantity ("MDQ") in said T-4 Service Agreement will not be less than 27,300 therms per day during the term. For purposes of the Minimum Annual Usage shown in Section 11, the T-4 Service Agreement shall define the contract years and shall consist of five (5) sequential twelve-month contract years within the Primary Term. This agreement for natural gas service will supersede and cancel any currently effective gas Service Agreement between the Parties at the facility address above.

Should Customer fail to enter into a new Service Agreement by the Service Deadline specified above, Customer shall reimburse Intermountain for all actual Project related expenses. For the avoidance of any doubt, no Allowance as discussed Section 7 will be given in this event. Intermountain will invoice Customer for all actual Project related expenses in excess of any payments already made by Customer, and Customer agrees to pay any such invoice within thirty (30) days of receipt. Intermountain shall have the right, in its sole discretion, to extend the Service Deadline for Customer to enter the Service Agreement and commence gas usage. Any such extension shall only be effective if in writing and signed by an authorized representative of Intermountain.

11. **Minimum Annual Usage.** Customer agrees it will use the minimum volume of natural gas shown below during each contract year during the Primary Term of the Service Agreement.

Minimum Annual Usage (therms/year):

| |
|---|
| Years one – five: 1,400,000 therms |

12. **Underusage Penalty.** If Customer's annual therm use in any contract year during the Primary Term is less than the Minimum Annual Usage amount stated in Section 11 ("Deficit Therms"), Customer will pay Intermountain $0.022 multiplied by the number of the Deficit Therms. Should Customer cease using natural gas prior to the expiration of its five (5) year Primary Term, all deficit Therms for any remaining contract year(s) of the primary term, plus the product of any applicable MDFQ charge for the numbers of months remaining in the T-4 Service Agreement, shall be due. Intermountain will invoice for this amount, and Customer agrees to pay any such invoice within thirty (30) days of receipt. This penalty shall not apply if the Parties fail to enter into a T-4 Service Agreement and Customer reimburses Intermountain for all actual Project related expenses as discussed in Section 10.

13. **Early Termination.**
    a. Customer shall have the right to terminate this Agreement upon written notice to Intermountain at any time after the Agreement is executed and the Amount Due is received but prior to the actual In-Service Date. Intermountain shall acknowledge receipt of notice from Customer in writing.
    b. Intermountain shall have the right to terminate this Agreement should the Project not be completed within six (6) months of the Effective Date due to Customer's facility not being capable of receiving natural gas or if the state of Customer's facility has otherwise prevented Intermountain from completing the Project.
    c. Upon early termination, Intermountain shall (1) stop all activities related to the construction of said Project except to the extent necessary to wind up and otherwise secure the Project construction activities and ensure that Intermountain's system is safe to operate and will suffer no degradation of service to any existing customer, (2)

total all related actual costs to date incurred by Intermountain related to construction and winding up of the Project, and (3) if those total costs exceed the sum of any Advance Payments previously made by Customer, Intermountain will invoice Customer for that difference. Customer agrees to pay said invoice within thirty (30) days. If the actual Project costs are less than the sum of any Advance Payments previously made by Customer, Intermountain will pay Customer that difference within thirty (30) days of determination.

d. Further, upon Intermountain's acknowledgement of receipt of Notice, the minimum use guarantee described in Section 11 and other terms and conditions related to the transportation of natural gas supplies set forth herein shall be null and void and that Customer will not be liable for any future T-4 demand and/or commodity charges not realized by Intermountain as result of such early termination.
e. For the avoidance of any doubt, this Section 13 shall not be applicable after Project completion.

14. **Meter Site and SCADA Obligation.** Customer agrees to provide a site of suitable location and size for Intermountain's meter set and SCADA/telemetry equipment. Intermountain requires 24/7 access to the meter and SCADA site. If requested by Intermountain, Customer will provide and maintain, at no cost to Intermountain, a standard, continuous 120-volt AC power supply provided in a manner acceptable to Intermountain, or other power source acceptable to Intermountain during the time that Customer receives service through the Schedule indicated above. Intermountain will use data obtained by its SCADA system relating to Customer's facility only for billing or other internal purposes or for providing information to Customer or customer's agent, and will not, without the prior written consent of Customer, disclose such information to any third party. Notwithstanding the foregoing, Intermountain shall be entitled to disclose this data and related information in response to legal or regulatory authority.

15. **Security.**

☐ Customer shall furnish a standby, unconditional, irrevocable Letter of Credit to secure all amounts owed by Customer under this Agreement, including but not limited to those amounts owed under Sections 8,10, and 12. The letter of credit shall be in the amount of N/A. Said letter of credit shall be in a form acceptable to Intermountain and shall be issued by a federally insured bank or lending institution reasonably acceptable to Intermountain. The letter of credit shall be maintained in effect, whether through renewal or extension, from the execution of this Agreement and until one year following the commencement of gas service under the Service Agreement discussed in Section 10. In the event of Early Termination as discussed in Section 13, the letter of credit shall be maintained in effect, whether through renewal or extension, from the execution of this Agreement and until Customer has satisfied all of its obligations under this Agreement. Customer shall deliver a new letter of credit, or a certificate of renewal or extension, to Intermountain at least thirty (30) days prior to the expiration of the letter of credit then held by Intermountain. If Customer fails to make any payment required hereunder, Intermountain may, at its own discretion, make a demand for payment under the letter of credit in the amount due and owing. If Customer fails to make any payment required

by the Service Agreement discussed in Section 10 or terminates the Service Agreement within one year after the commencement of gas service under the Service Agreement discussed in Section 10, Intermountain may, at its own discretion, make a demand for payment under the letter of credit in an amount up to the Allowance. Customer's failure to deliver, renew, and maintain the letter of credit shall be a breach of this Agreement and shall entitle Intermountain to draw upon the letter of credit.

☒Customer is not required to furnish a standby, unconditional, irrevocable Letter of Credit.

16. **Natural Gas.** This Agreement does not constitute a natural gas purchase or transportation agreement between Customer and Intermountain. Intermountain's rules and charges for natural gas and transportation of natural gas are pursuant to its effective Tariffs, as they may be updated from time to time, and are subject to the jurisdiction of the Idaho Public Utilities Commission. The terms of natural gas purchase and/or transportation service between the Parties will be dictated by the Service Agreement discussed in Section 10.

17. **Severability.** Each provision of this Agreement shall be considered separable, and if for any reason, any provision or provisions are herein determined to be invalid and contrary to any existing or future law, such invalidity shall not impair the operation of, or affect those portions of this Agreement which are valid, unless a primary purpose of this Agreement is thereby defeated.

18. **No Waiver.** Any failure by any party to insist upon the strict performance of any covenant, duty, agreement, or condition of this Agreement, or to exercise any right or remedy consequent upon a breach thereof, shall not constitute a waiver of any such breach of any other covenant, agreement, term, or condition.

19. **Attorney's Fees.** In the event either party brings suit to enforce the terms of this Agreement, the prevailing party in such action shall be entitled to an award of reasonable attorney fees and costs from the non-prevailing party, whether at trial, on appeal, or in bankruptcy proceedings.

20. **Entire Agreement.** This Agreement constitutes the entire Agreement between the parties with respect to the matters herein contained and supersedes all prior agreements, representations, or negotiations, whether written or oral. The terms of this Agreement shall not be altered or amended except by a writing signed by both parties hereto.

21. **Applicable Law.** This Agreement is subject to all applicable laws of the State of Idaho except as lawfully varied by the contractual terms of this Agreement.

22. **Non-discrimination**. Intermountain shall not discriminate against any employee or applicant for employment on the basis of race, color, religion, 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 Intermountain employs ten (10) or more persons, Intermountain 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.

24. **Certification of No Chinese Ownership**. Pursuant to Idaho Code § 67-2359, Intermountain certifies that Intermountain 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. However, Customer acknowledges and understands that Intermountain is a subsidiary of MDU Resources Group, Inc., which is a publicly traded corporation, and Intermountain cannot lawfully restrict or control the open market purchase of its stock.

25. **Assignment.** This Contract shall be binding on and inure to the benefit of the successors and assigns of the parties hereto, provided, however, that no assignment or transfer by either party shall be made without the prior written approval of the other party. Such approval shall not be unreasonably withheld.

26. **Notices.** Any notices or communications required or permitted hereunder may be delivered via the email address below or shall be deemed given and effective seventy-two (72) hours after depositing written notice in the United States mail, postage prepaid, and addressed as shown below. It is the responsibility of each Party to timely communicate to the other Party any changes in the contact information. Failure to make the other Party aware of any such changes shall not be considered grounds for relief for any of the terms herein.

| **The City of Idaho Falls, Idaho, a municipal corporation of the State of Idaho, d.b.a. IDAHO FALLS POWER** | **Intermountain Gas Company** |
|---|---|
| Idaho Falls Power | David Swenson |
| General Manager | Manager Industrial Services |
| 140 S Capital Blvd | 555 S Cole Road |
| Idaho Falls, ID 83405 | Boise, ID 83709 |
| bprairie@ifpower.org | Dave.swenson@intgas.com |

27. **Headings.** Section headings included herein are for convenience only and do not affect this Agreement's interpretation or intent.

*Signature Page to Follow*

Agreed to accepted on the date first written above on behalf of:

| **The City of Idaho Falls, Idaho, a municipal corporation of the State of Idaho, d.b.a. IDAHO FALLS POWER** | **Intermountain Gas Company** |
|---|---|
| Name: _____ | Name: _____ |
| Printed Name: Rebecca Casper | Printed Name: Garret Senger |
| Title: Mayor, City of Idaho Falls | Title: Chief Utilities Officer |
| Date: _____ | Date: _____ |

**EXHIBIT A**
**Project Details**

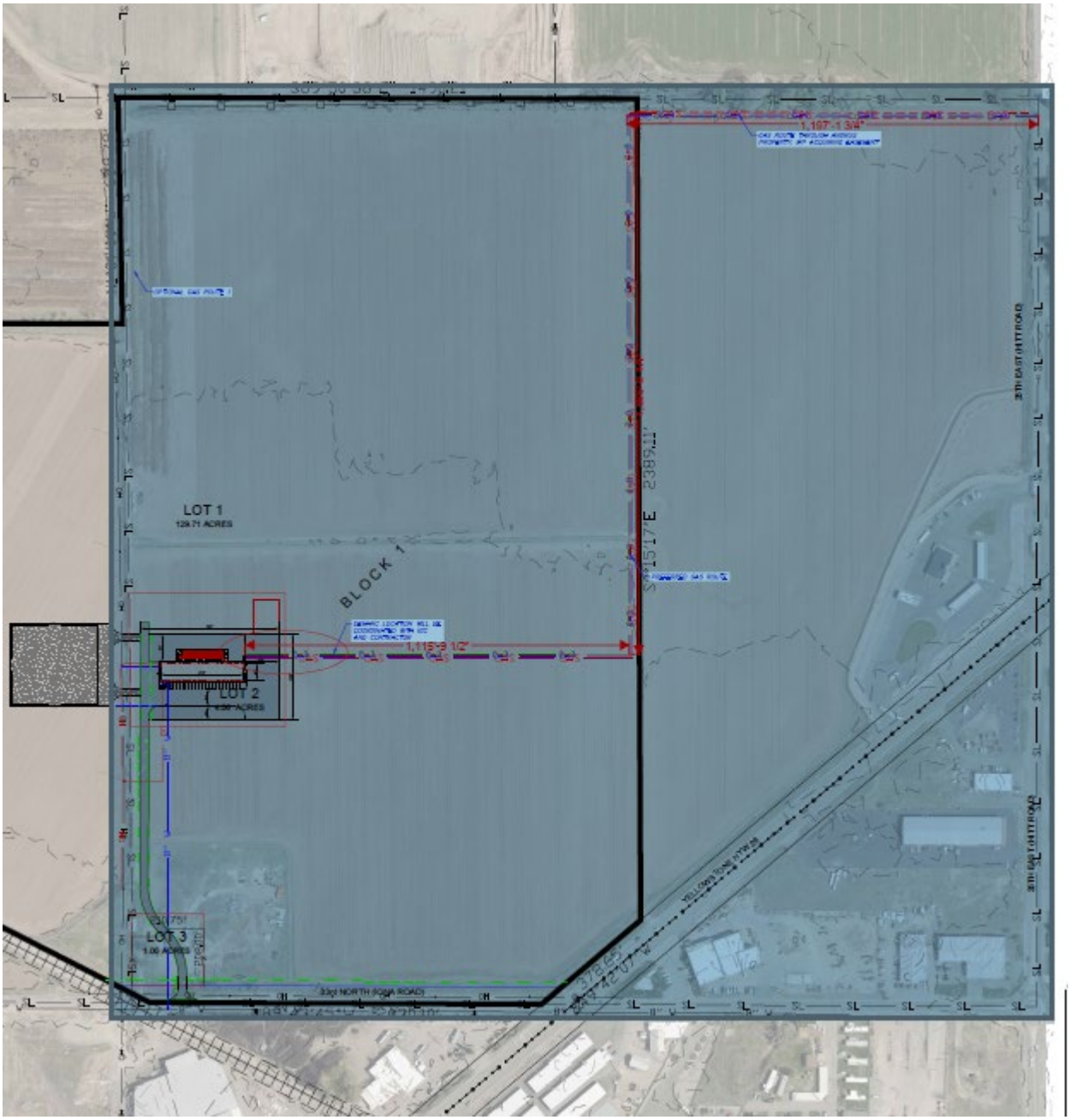


**EXHIBIT B**
**Project Cost Estimate and Allowance**

| | |
|---|---|
| Estimated Project Cost: | $1,119,500 |
| Less Allowance[1]: | $ 562,000 |
| Advance Payment: | 557,500 |
| Less Prepaid Amount: | N/A |
| Amount Due: | $ 557,500 |

[1] To be applied to payments and not reimbursed by Customer only so long as (1) no early termination pursuant to Section 13 takes place; and (2) Customer meets the requirements set forth in Section 10 of this Agreement.

# Memorandum

**File #:** 24-319 **City Council Meeting**

**FROM:** Corrin Wilde, City Clerk
**DATE:** Friday, August 30, 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 11 July 2024 City Council Meeting.

**Description, Background Information & Purpose**
These are the 11 July 2024 City Council Meeting Minutes

**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

680 Park Avenue
Idaho Falls, ID 83402

# City Council Meeting Minutes

**Thursday, July 11, 2024, 7:30 PM City Council Chambers**

1. **Call to Order**

**Present:** Mayor Rebecca L Noah Casper, Council President Burtenshaw, Councilor Radford, Councilor Freeman, Councilor Francis; and Councilor Larsen.

**Also present:**

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

**Absent:** Councilor Michelle Ziel-Dingman

2. **Pledge of Allegiance**

Council President Burtenshaw led those present in the Pledge of Allegiance.

3. **Public Comment**

**Jerry Struhs, Ammon, Idaho resident and co-owner of Crayster,** a local crawfish cage building company, raised concerns about a park ordinance prohibiting night fishing. He noted that many fishermen have been affected. Mr. Struhs suggested that the ordinance be reviewed and security personnel informed that night fishing should be allowed. He mentioned positive feedback from Parks and Recreation and the local police department. Additionally, James Ross, who couldn't attend, provided documentation about affected individuals, which Mr. Struhs handed to the City Clerk.

4. **Consent Agenda**

**A. Airport**
**Minutes from Idaho Falls Regional Airport (IDA) Board of Directors Meetings.**
2024 April 24th and 2024 June 26th.

**B. Office of the City Clerk**
**1) Minutes from Council Meetings**
2024 June 27th City Council Meeting.
**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 Radford, Freeman, Burtenshaw, Francis, Larsen. Nay – None

680 Park Avenue
Idaho Falls, ID 83402

**5. Regular Agenda**

**A. Community Development Services**

**1)** Final Plat and Reasoned Statement of Relevant Criteria and Standards, Westridge Commercial Plaza Division No. 1, Second Amended.

Councilor Larsen stated that this area is on the west side of Idaho Falls located just south of Broadway and Pancheri. The owner has requested that this be parceled into two lots. There is a road on the left side of the property that is high and this plat will define it as a road.

It was moved by Councilor Larsen, seconded by Councilor Radford to accept or approve the Final Plat for Westridge Commercial Plaza Division No. 1, Second Amended and give authorization for the Mayor, City Engineer, and City Clerk to sign said Final Plat. The motion was carried by the following vote:
Aye – Councilors Larsen, Burtenshaw, Freeman, Francis, Radford. Nay - None.

It was moved by Councilor Larsen, seconded by Councilor Radford to approve the Reasoned Statement of Relevant Criteria and Standards for the Final Plat for Westridge Commercial Plaza Division No. 1, Second Amended, and give authorization for the Mayor to execute the necessary documents.
The motion was carried by the following vote: Aye – Councilors Burtenshaw, Larsen, Radford, Freeman, Francis. Nay - None.

**2) Final Plat, Development Agreement, and Reasoned Statement of Relevant Criteria and Standards, Sunkissed Park Division No. 1.**

Councilor Larsen stated that this lot is located right next to Costco near Lincoln Road and is a long and narrow lot and it is zoned Highway Commercial.

It was moved by Councilor Larsen, seconded by Councilor Radford to approve the Development Agreement for the Final Plat for Sunkissed Park Division No. 1 and give authorization for the Mayor and City Clerk to sign said agreement. The motion was carried by the following vote: Aye – Councilors Burtenshaw, Larsen, Radford, Freeman, Francis. Nay - None.

It was moved by Councilor Larsen, seconded by Councilor Radford to accept or approve the Final Plat for Sunkissed Park Division No. 1 and give authorization for the Mayor, City Engineer, and City Clerk to sign said Final Plat. The motion was carried by the following vote: Aye – Larsen, Francis, Radford, Burtenshaw, Freeman. Nay - None.

It was moved by Councilor Larsen, seconded by Councilor Radford to approve the Reasoned Statement of Relevant Criteria and Standards for the Final Plat for Sunkissed Park Division No. 1 and give authorization for the Mayor to execute the necessary documents. The motion was carried by the following vote: Aye – Councilors Radford, Francis, Burtenshaw, Larsen, Freeman. Nay - None.

**3) 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 52.229 acres, South ½ of Section 10 and the North ½ of Section 15, Township 2 North, Range 37 East.**

Mayor Casper brought the Hearing to order and invited the applicant to present.

Ms. Debra Nelson, a land use attorney at Givens Pursley LLP. 601 West Bannock Street Boise, ID.
Ms. Nelson is present on behalf of the applicant. She began her PowerPoint presentation.
Ms. Nelson stated that at the May 7, 2024, P&Z Hearing this application was recommended for approval with R1 zone rather than the requested R2 zoning. She stated we agreed with the staff's recommendation and report on this application and wanted to provide some additional reasoning for the R2 zoning.

Slide – 1 an aerial view of the Parcel with city limits and described as being along the NE corner of 17th along 17th and near 35th and is approximately 52 acres and is contiguous to the City of Idaho Falls on the southern boundary along 17th street.

Slide – 2 Future Land Use Map. Ms. Nelson explained that our parcel is designated as suburban on the Idaho Falls future land use map. It's next to a 'general urban' area to the west, designed for commercial, service, and compact housing. The city envisions mixed-use centers nearby, supporting convenience and denser housing.

Slide 3 Suburban Transect. Ms. Nelson clarified that the comprehensive plan encourages diverse housing in our area, including various types, price ranges, and sizes—not just detached single dwellings.

Slide – 4 Allowed Uses by Zone. Ms. Nelson explained that the R2 zone allows diverse residential uses, while the R1 zone restricts to single dwellings. Without R2 zoning, this area won't meet suburban transect requirements.

Slide – 5 Land Use Efficiency (A diagram from the city's comprehensive plan). Ms. Nelson highlighted that denser housing supports sustainable city growth. It generates higher tax revenues and improves services compared to low-density development.

Slide – 6 Realizing the city's plan for the area. Ms. Nelson clarified that the proposed R2 zoning aligns with city code standards and won't harm neighboring properties. It supports housing diversity through smaller lot development.

Ms. Nelson clarified that R2 zoning is strictly for residential use, not mixed-use, and prohibits commercial or industrial activities. She assured the New Sweden Irrigation District that setbacks and fencing will comply with easements near canals during the preliminary plat stage. She also confirmed that the R2 zoning aligns with the comprehensive plan and is not spot zoning. A traffic study supports the R2 request, ensuring high service levels at full buildout. The development will include sidewalks, road widening, and impact fees.

Director Sanner presented the staff report for the 52-acre property, which includes parts of the 17th North right of way. The property is contiguous with the city boundaries. The Comprehensive Plan designates this property as suburban. Director Sanner read from the plan, stating that the suburban transect includes residential areas near commercial service areas, with various housing types such as single-unit dwellings, duplexes, triplexes, and fourplexes. These areas should have a mix of housing types, price points, and sizes, and may also include parks, schools, churches, and small commercial nodes. Existing road patterns and lot sizes have created low connectivity, but opportunities to improve this should be planned. He also noted that the property is included in the Airport Overlay.

Director Sanner reported that the Planning and Zoning Commission reviewed the application on May 2nd. The applicant requested an R2 Zone, but the commission recommended approving the annexation with an R1 Zone instead.

Director Sanner read a section of the city's zoning code, explaining that the R1 Single Dwelling residential zone promotes a more walkable development pattern with smaller lot widths and a denser residential environment. The principal use in this zone includes single detached and attached dwelling units. It is generally located near limited commercial uses to meet daily household needs.

Director Sanner read the section of the city's zoning code for R2 zoning, which allows for smaller lots and denser residential development. The R2 zone permits 1 to 4 dwelling units and is typically located near limited commercial services to meet daily household needs.

Director Sanner noted that R2 zoning is denser than R1. At the planning and zoning hearing, the commission voted 3 to 2 in favor of R1 zoning, believing it better matched the adjacent properties to the south, which are also zoned R1. The vote was not unanimous, as some felt R2 was appropriate, while others preferred even less density than R1.

Councilor Francis asked if the last time we annexed an R1 was 4 years ago. Director Sanner agreed that the last approved R1 zone was the Sand Creek Estates in 2020 and was specifically requested by the applicant.
Councilor Francis clarified that accessory dwelling units are allowed in both zones and asked if the standards were the same. Director Sanner confirmed they are permitted in both R1 and R2 zones.

Councilor Francis noted that both zones also allow for planned unit developments (PUD) with the same standards. Director Sanner agreed, adding that PUDs require a conditional use permit and Council approval.

Mayor Casper then invited anyone who wished to offer testimony to come forward.

**Bryon Reed 2277 North 35th West, Idaho Falls, Idaho.** Mr. Reed, a county resident who owns property and businesses in Idaho Falls, expressed surprise that the county impact was not being considered, despite the property being surrounded by unincorporated land. As someone who considers the City Council to be his local government, Mr. Reed supports the city's comprehensive plan and the planning commission's recommendation for R1 zoning, which he believes is the right decision. However, he wants

to ensure any development is compatible with the surrounding area, including existing subdivisions. Mr. Reed noted that a large portion of the land will soon be placed under a 40-year conservation easement, limiting future development. Overall, while respecting the landowner's rights, Mr. Reed wants to see the property developed in a way that fits well with the existing community.

**Joe Bellof 1735 N Bramble Ln. Idaho Falls, Idaho.** Mr. Bellof, a resident of the Rosewood Acres Subdivision adjacent to the proposed development, expressed concerns about the buffering of the existing suburban housing. He noted that the Idaho Falls Planning and Zoning Commission had recommended R1 zoning for the development, with a requirement that the eastern 18 acres be single-family detached housing to buffer the existing homes. Mr. Bellof is concerned that this buffering requirement could be lost during the site plan approval process. The R1 zone allows for multiple attached dwellings units such as duplexes in addition to single family detached housing units and within this zone the possibility exists for a planned unit development Platt to be submitted with a density of up to eight units per acre. He requested that the City Council affirm the Planning and Zoning recommendation of R1 zone and implement guardrails to maintain the buffering requirement as a condition of annexation.

**Bernard Bellof 1084 N 35 W Idaho Falls, Idaho.** Mr. Bellof addressed the issue of his neighbors consistently opposing more dense development in the area. He stated that his property and the surrounding area have consistently faced opposition from the neighbors against denser projects, even though they support the R1 zoning.

**Todd Sorenson 2895 West 17th North, Idaho Falls, Idaho.** Mr. Sorenson, who lives adjacent to the proposed zoning change, argues that the new R2 zoning is not consistent with the city's comprehensive plan. He cited the Imagine Idaho Falls document, which states the intent to avoid sudden, radical changes to neighborhoods. The surrounding properties are zoned A1 and RA-2, which allow for much lower densities of 1 dwelling per acre, compared to the proposed R2 zoning that would allow up to 17 units per acre – a 183% increase. Mr. Sorenson contended that this represents a significant, undesirable change that does not align with the rural character of the area that residents have chosen to live in.

**Brad George 3207 W 17th North, Idaho Falls, Idaho.** Mr. George, who lives near this property, expressed concerns about the lack of infrastructure improvements made in the 30 years since the Fairway annexation. He highlighted the poor condition of roads like 17th North and the inadequacy of bridges, noting that the city's financial constraints prevent necessary upgrades. Mr. George argued that the city's annexation of land creates issues that become the responsibility of others, such as the need for a traffic signal at 35th and Broadway. He emphasized that these are community-wide problems, not just issues for county or city residents. Overall, Mr. George concluded that the proposed developments are inappropriate for the space, likening them to a "fish out of water."

**Bryan Heyrend 3012 W Wild Rose, Idaho Falls, Idaho.** Mr. Heyrend, a long-time resident of the Rosewood neighborhood, expressed concerns about the proposed housing development and its impact on the area. He emphasized his and his wife's deep attachment to the quiet, peaceful landscape they have enjoyed for 35 years. Mr. Heyrend urged the Council to consider the neighborhood's current character when making decisions. His primary concerns were about the safety and congestion issues on

local roads, particularly Old Butte Road and 17th North Road, which he believes are not equipped to handle increased traffic and density. He highlighted the dangers posed by narrow bridges, as well as the impact of construction and truck traffic. Mr. Heyrend stressed the importance of proper planning and zoning to ensure the sustainability of the neighborhood's infrastructure.

**Ernie Tate 2265 N 26th West, Idaho Falls, Idaho.** Mr. Tate expressed concerns about the proposed annexation and development of the property. He disagreed with the annexation, stating that the developer has the right to do anything with their property without it needing to be annexed to the city. Mr. Tate felt the annexation and development would not benefit the community, but rather only the developer financially. He also argued that the proposed high-density residential and commercial development goes against the county's comprehensive plan, as the property is currently being used for agriculture in a rural area. Overall, Mr. Tate is not in favor of the annexation and development as presented.

**Brin Brenson 1946 N 35th West, Idaho Falls, Idaho.** Ms. Brenson agrees with keeping the area low density for various reasons that have been well stated, such as road safety and the school district being at capacity. She mentions that her son's grade is at maximum capacity and students are already being transferred from the west side to this area, so maintaining the current density would be beneficial for the systems in place.

**Jared Tate 1740 N Bramble Ln. Idaho Falls, Idaho.** Mr. Tate expressed concern about the proposed high-density development in the area. He stated that the increased traffic has led to more trash on his property and refuted the claim that the development would not be a nuisance to neighbors. Mr. Tate described the current peaceful nature of the neighborhood, with many people walking dogs and riding bicycles, and warned that the proposed changes would dramatically alter the character of the area through increased noise, traffic, and light pollution. While acknowledging the need for more housing, Mr. Tate voiced support for R1 development and urged the City Council to consider lower-density options. He also highlighted safety concerns, sharing his personal experience of nearly being hit by a vehicle while mowing his lawn.

**Julin Sopkowicz 1980 N Bramble Ln. Idaho Falls, Idaho.** Ms. Sopkowicz, a resident of the Rosewood neighborhood, expressed concerns about the traffic and access issues arising from the proposed new development. She noted that there would be only one narrow access point, directing all the new traffic towards 17th North. Additionally, Ms. Sopkowicz raised concerns about the impact of the dense development on public services, particularly schools. She shared her experience with overcrowded schools from a previous residence and urged the committee to consider the capacity of schools and other public services when making planning decisions. Ms. Sopkowicz emphasized the need to balance population growth with the ability of public infrastructure to support it, citing the lack of school funding and high student-teacher ratios as ongoing issues.

**Sherri Clark 1644 N Marchesa Ln. Idaho Falls, Idaho.**
Ms. Clark expressed concern that the owners and the development company do not have any concrete plans or proposals for the R2 zoning designation in the proposed annexation area. She noted that while an R1 zoning requires specific plans, an R2 zoning makes it difficult to assess the potential impact on the

surrounding area. She suggested that the Council consider this lack of planning before approving the annexation.

**Suzanne Schoonen, 2839 W Honey Suckle Ln. Idaho Falls, Idaho.** Ms. Schoonen questioned whether the Council had access to the plans before making a decision. She questioned the decision-making process, suggesting that before a decision is made, the plans should be known and understood. She implied that the Council should have access to the plans before making a decision.

Mayor Casper invited the applicant's representative to address the Council and offer a rebuttal if desired.

Ms. Debra Nelson emphasized that consistency with the comprehensive plan was the most important criterion. Ms. Nelson explained that the proposed R2 zoning would provide an appropriate medium-density transition, as outlined in the comprehensive plans transect. She discussed developer responsibilities, such as improving roads, funding bridges, and paying impact fees, which are enabled by sustainable density levels. Planned commercial developments were also mentioned.

Councilor Francis asked the City Attorney about a traffic study. Mr. Kirkham explained that traffic studies are typically done at the subdivision stage, not the zoning stage, and are not required. Predicting traffic impacts is difficult without definite plans. Director Sanner confirmed that a traffic study has not been done at this time.

Councilor Larsen asked if the developer was responsible for the road along the property bordering 17th Street. Mr. Kirkham confirmed and added that the developer would also pay impact fees for the transportation network. Director Sanner explained that during annexation, they determine jurisdiction and zoning. He clarified that the city owns the Right of Way, so they are deciding on jurisdiction and zoning at this stage.

Mayor Casper closed the hearing and invited the Council members to begin their deliberations.

Councilor Radford emphasized his commitment to preventing sprawl and preserving productive farmland. He expressed support for transects but argued that the current proposal did not offer opportunities for growth or urban development. Councilor Freeman presented a pro and con list, acknowledging concerns about spot zoning and the compatibility of the proposal with the comprehensive plan, while also noting the benefits of annexation and the potential for improved county roads. Councilor Radford reflected on the importance of understanding the comprehensive plan and transects, as well as the need for sustainable growth that does not burden future generations. Council President Burtenshaw stated that while she supports the annexation, she is not in favor of the R2 zoning. She felt that R1 zoning would be more compatible with the surrounding area and better protects the interests of the local community. Councilor Francis expressed a torn position, acknowledging the need for efficiency in land use and density, but also the importance of protecting farmland. He noted the potential for isolation of different income groups in neighborhoods with varying densities. Councilor Larsen echoed the thoughtful nature of the comments and emphasized the importance of considering the broader context and perspectives beyond just the immediate decision at hand.

It was moved by Councilor Radford, seconded by Councilor Larsen to approve the Ordinance annexing approximately 52.229 acres, South ½ of Section 10 and the North ½ of Section 15, Township 2 North, Range 37 East; assign a Comprehensive Plan Designation of "Suburban Transect;" and under a suspension of the rules requiring three complete and separate readings, request that it be read by title and published by summary. The motion was carried by the following vote: Aye – Councilors Radford, Freeman, Burtenshaw, Francis, Larsen. Nay - None.
At the request of Mayor Casper, the City Clerk read the ordinance by title only:

ORDINANCE NO. 3576
AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO; PROVIDING FOR THE ANNEXATION OF APPROXIMATELY 52.229 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.

It was moved by Councilor Radford, seconded by Councilor Larsen to approve the Reasoned Statement of Relevant Criteria and Standards for the annexation of approximately 52.229 acres, South ½ of Section 10 and the North ½ of Section 15, Township 2 North, Range 37 East and give authorization for the Mayor to execute the necessary documents. The motion was carried by the following vote: Aye Larsen, Burtenshaw, Freeman, Francis, Radford. Nay - None.

**4)** Legislative Public Hearing-Part 2 of the Annexation and Initial Zoning of R2, Mixed Residential with the Limited Development and Controlled Development Airport Overlay Zones, Initial Zoning Ordinance and Reasoned Statement of Relevant Criteria and Standards for approximately 52.229 acres, South ½ of Section 10 and the North ½ of Section 15, Township 2 North, Range 37 East.

It was moved by Councilor Radford, seconded by Councilor Larsen to approve the Ordinance establishing the initial zoning for R1, single dwelling residential with the Limited Development and Controlled Development Airport Overlay Zones 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. The motion was carried by the following vote: Aye – Councilors Radford, Larsen, Burtenshaw. Nay – Francis, Freeman.
At the request of Mayor Casper, the City Clerk read the ordinance by title only:

ORDINANCE NO. 3577
AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO; PROVIDING FOR THE INITIAL ZONING OF APPROXIMATELY 52.229 ACRES DESCRIBED IN EXHIBIT A OF THIS ORDINANCE AS R1, SINGLE DWELLING RESIDENTIAL ZONE AND THE AIRPORT OVERLAY ZONES OF LIMITED DEVELOPMENT AND CONTROLED DEVELOPMENT ZONE; AND PROVIDING SEVERABILITY, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE.

It was moved by Councilor Burtenshaw, seconded by Councilor Larsen to approve the Reasoned Statement of Relevant Criteria and Standards for the initial zoning of R1, Single Dwelling Residential as amended with the Limited Development and Controlled Development Airport Overlay Zones and give authorization for the Mayor to execute the necessary documents. The motion was carried by the following vote: Aye – Councilors Francis, Freeman, Larsen, Radford, Burtenshaw. Nay - None.

**6. Announcements**

Council Budget Meeting on Tuesday next week from 12 pm to 5 pm.
Council members have meetings this week in Boise related to the Idaho Consumer Utility Association, on July 16-18th.
Annual fundraiser Great Race for Education raises thousands of dollars for the College of Eastern Idaho (CEI) foundation on Friday, July 19th at 10 am located at the Waterfront.
Council Budget Meeting on July 23rd.
Youth Delegation from Japan arrives on July 25th for a 12-day visit.
Friday the 26th of July is City Day.
Councilor Radford reminded people to check on older neighbors and individuals who may be struggling with the heat.
Wednesday, July 17th President of the College of Eastern Idaho (CEI) Rick Amen's farewell party at the Downtown Event Center. The doors will open at 6 pm.
The War Bonnet Rodeo Kickoff will be on Wednesday, July 31st. The main rodeo events will take place from Thursday to Saturday, August 1st to 3rd.

**7. Adjournment.**

There being no further business, the meeting adjourned at 9:53 PM

s/ Corrin Wilde
Corrin Wilde, City Clerk

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

# Memorandum

**File #:** 24-320 **City Council Meeting**

**FROM:** Bear Prairie, General Manager
**DATE:** Friday, August 30, 2024
**DEPARTMENT:** Idaho Falls Power

**Subject**
Orchard Park Energy Net-Metering Pilot Project - Power Sales Agreement

**Council Action Desired**
☐ Ordinance ☐ Resolution ☐ Public Hearing
☒ Other Action (Approval, Authorization, Ratification, etc.)
Approve this Power Sales Agreement with Orchard Park Energy as a first-of-kind Net-Metering Pilot Project and give authorization to the Mayor and City Clerk to execute the necessary documents (or take other action deemed appropriate).

**Description, Background Information & Purpose**
Orchard Park Energy LLC. has developed an innovative solar and battery system that will help them decrease or avoid pulling electrical power from Idaho Falls Power's (IFP's) distribution system during peak hours of the day. Where IFP does not generate sufficient electrical energy to meet customer demand during peak hours, IFP must purchase additional electricity on the open market. Orchard Park Energy's storage and generation will help lower its demand during peak periods, which will benefit all IFP customers by lowering the high-cost market purchases that IFP must make. This agreement establishes the terms and conditions under which IFP will agree to purchase Orchard Park Energy's excess energy and charge for Orchard Park Energy's consumption of IFP energy. The term of the Agreement is for ten (10) years, with an option to terminate, including in the case that IFP adopts a generally available net-metering option for all its customers.

**Alignment with City & Department Planning Objectives**



☐ ☐ ☐ ☐ ☐ ☐ ☒ ☐

The action supports our readiness for alternate energy solutions promoting community sustainability objectives. This action also supports IFP's Strategic Plan for energy sustainability.

**Interdepartmental Coordination**
The City Legal Department and Idaho Falls Power coordinated on this agreement.

**Fiscal Impact**
N/A

**Legal Review**
The City Legal Department concurs that this action is appropriate.

**POWER SALES AGREEMENT**
**(Net Metering Pilot Project)**

THIS POWER SALES AGREEMENT BETWEEN CITY OF IDAHO FALLS AND Orchard Park Apartments (hereinafter "Agreement"), is made this _____ day of September, 2024 ("Effective Date"), by and between the City of Idaho Falls, Idaho, dba Idaho Falls Power ("IFP"), a municipal corporation of the State of Idaho, whose address is 140 S. Capital Ave., Idaho Falls, Idaho 83402 and Orchard Park Energy LLC, ("Customer") a Utah Limited Liability company whose address is 299 S Main Street Suite 2400, Salt Lake City, Utah 84111. IFP and the Customer are sometimes referred to in this Agreement collectively as the "Parties" and individually as a "Party."

**RECITALS**

WHEREAS, IFP is an Idaho municipal electric utility that serves the corporate city limits of Idaho Falls, Idaho; and

WHEREAS, IFP desires to develop innovative rate structures that enable customers to control their energy costs with customer-owned electrical storage resources and generation that does not cause cost shifts to other customers while also increasing customer reliability; and

WHEREAS, IFP does not generate sufficient electrical energy resources to meet customer demand during peak hours of the day during summer and winter months and must purchase additional electricity on the open market; and

WHEREAS, customers who lower their peak energy consumption benefits all IFP customers by lowering high-cost market purchases to meet overall electric system demand; and

WHEREAS, Customer is a prospective new customer of IFP and is requesting net metering, as defined in this Agreement; and

WHEREAS, Customer desires to purchase from IFP, power and delivery services to meet the Customer's electricity requirements on a net metering basis; and

WHEREAS, Customer has extensive experience deploying integrated solar and battery systems at other similar commercial properties in other states; and

WHEREAS, IFP and Customer will be testing an innovative new approach to aggregate individual meters into a synthetic master metered complex.

**NOW, THEREFORE**, in consideration of the mutual covenants contained in this Agreement and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. DEFINITIONS

   "Billing Period" A calendar month, beginning on the first calendar day of the month and ending on the last calendar day of the month.

"Customer's electrical facilities" Customer's equipment to be installed on Customer's property that has the ability to generate, store, or discharge electrical power to Customer's building. Customer's electrical facilities shall be limited to photovoltaic systems and battery storage.

"Net Energy" the difference between the electrical energy consumed by Customer from IFP's electrical supply system and the electrical energy generated by Customer and fed back into IFP's electrical supply system.

"Non-Peak Hours" all hours outside of Peak hours.

"Peak Hours" any continuous three-hour period of the day. At the outset of this Agreement, Peak Hours shall begin at 1800 Mountain Standard Time and will end at 2100 Mountain Standard Time. IFP shall have the right to change the Peak Hours, provided that IFP provides written notice to Customer five (5) days prior to the change taking effect. IFP shall not change the Peak Hour period more than four (4) times in any calendar year.

2. NATURE OF SERVICE

   a. IFP Purchase of Excess Energy - Customer has constructed or intends to construct an electrical generating facility(ies) at Customer development known as Orchard Park Apartments (the "Premises") located at 745 E 25th Street, Idaho Falls, Idaho, as depicted in the approved development plat listed in Exhibit "A" attached hereto. The electrical generating facilities located at the Premises are or will be installed on individual buildings or units within a building ("Service Point"). Each Service Point will have an IFP electrical meter installed, according to Idaho Falls City Code § 8-5-11 and IFP's standard electrical service policies and procedures. Customer agrees to sell and IFP agrees to buy all electrical energy generated at the Premises that exceeds Customer's on-site load, according to the terms and conditions of this Agreement.

   b. Limitations – For onsite generation, Customer shall follow current IFP service policy. All Customer generation shall be compatible with IFP's electric power system and operated in a safe and efficient manner. Customer shall not disrupt or damage IFP's electrical supply system. The operation of Customer's generation is intended primarily to offset part of or all of Customer's electricity requirements that would otherwise be supplied by IFP. Customer is solely responsible for the design, installation, and operation of Customer's generation and shall obtain and maintain all required permits and approvals to operate and construct the Customer's generation.

      Customer shall be subject to and observe IFP's service policies and the City of Idaho Falls's relevant ordinances that pertain to the service of electrical power from IFP.

3. TERM OF SERVICE

This Agreement shall become effective on the Effective Date and shall continue in full force and effect for ten (10) years (the "Term"). At the expiration of the Term, or any subsequent renewed term, this Agreement shall be automatically renewed for a term of twelve (12) months ("Renewed Term") on the same terms and conditions as contained in this Agreement. Notwithstanding, either Party, in its respective sole discretion, may submit written notice to the other Party six (6) months in advance of the expiration of the Term or Renewed Term of that Party's intent to terminate the Agreement at the expiration of the Term or Renewed Term.

4. MEASUREMENT OF NET ENERGY

IFP shall provide and install metering equipment, in compliance with current service policy and rates, to measure the flow of electrical energy and collect electrical system information and data for this pilot project. Metering equipment will be required for each Service Point on Customer's Premises. In each monthly bill for service, IFP shall provide to Customer a copy of data collected from each Service Point on Customer's Premises.

IFP will collect fifteen (15) minute interval data through its standard metering system. In the event that a meter fails to report, collect or save this interval data IFP will create the interval data for the missing meter interval report day(s) by using the previous and following interval reported days to shape fit the total daily net consumption for the service into fifteen (15) minute interval data to achieve required billing data needed. IFP's metering system will always collect beginning and ending period consumption and generation from the meter registers but interval data from time to time can fail to report to the headend metering software for data storage. IFP shall mark all created interval data for the Customer, so the Customer is aware this is not actual interval data reported from the IFP metering system.

5. BILLING METHODOLOGY

Customer shall be charged for the Net Energy supplied by IFP each Billing Period using the following rates:

Energy Rates:
Peak Hours $0.086 Per KWh
Non-Peak Hours $ $0.037 Per KWh
Demand Rates:
Peak hours $20.50 Per KW
Non-Peak $5.50 Per KW

IFP shall aggregate from each Service Point on Customer's Premises to determine the Net Energy supplied to Customer and issue a single electrical bill for the Premises. Customer shall not resell power supplied to Customer by IFP nor shall Customer violate the terms of

Idaho Falls City Code § 8-5-9. Nothing in this paragraph shall prohibit Customer from passthrough billing electrical charges to its tenants, provided that Customer's passthrough bill shall not charge any tenant an electrical charge that would exceed what the tenant would pay to IFP if the tenant was a direct customer of IFP under the service policy that determines their appropriate customer rate class.

Where Customer's generation exceeds the electricity supplied by IFP during a billing period, IFP shall credit Customer for energy delivered to IFP during the billing period for the net energy that flowed into IFP's electrical supply system following the same rate and methodology as the current net metered rate class and policy for standard net metered customers.

IFP reserves the right to modify these rates at any time in the future with three (3) months' notice to the Customer.

IFP reserves the right to add a third time period that can be named solar hours which would run from 0900 – 1700 Mountain Time in which this would be the lowest priced period in the time-of-day segments. This could be used to ensure battery charging is accomplished in the most cost-effective time for IFP and its other customers to enable this Pilot rate structure to gain the maximum benefit through efficient dispatch of the distributed resources owned and operated by the Customer.

Net-metered energy will be netted in the time segment of the time-of-day rate. The Customer is eligible to charge and discharge the battery systems from and into IFP's grid. In the event that more energy is sold to IFP on a net basis than is consumed by the development in any billing period this energy will be purchased by IFP at the standard net-metering rate defined for other net-metering customers. Currently this rate is the wholesale market price for the Mid-Columbia for that period in time.

6. COLLABORATION AND DATA SHARING

IFP and the Customer agree to share system operating data with each other and work in a collaborative manner on this pilot rate structure with the mutual desire to get maximum value out of the efficient operation of the assets for both IFP's net electrical system and the Customers. This value includes operating costs, power supply cost reductions for both parties, lower demand and distribution charges/use. The Customer agrees to share available operating and programming data ("Shared Data") through shared technology login methods or software applications on the generation and energy storage assets that are deployed in the development.

The Parties to this Agreement acknowledge that IFP is a public entity subject to the Idaho Public Records Act, Idaho Code § 74-101, *et seq.* The parties acknowledge the parties' mutual agreement and belief that the Shared Data is exempt from public disclosure under Idaho Code § 74-107 as a "Trade Secret," as defined in that statute. In the event that IFP receives a public records request for the Shared Data, IFP shall notify Customer. Customer may seek an injunction to prevent IFP from releasing the Shared Data, seek to intervene in

any public records litigation that results from a denied request for the Shared Data, or take any other action Customer believes is in its best interest to protect the Shared Data from public disclosure. However, no breach of this Agreement shall occur in the event that IFP is required to disclose the Shared Data pursuant to a court order to disclose the Shared Data.

7. MAINTENANCE.

   Except for bi-directional metering equipment owned and maintained by IFP, all equipment on Customer's side of the delivery point, including the required disconnecting switch, shall be provided and maintained in satisfactory operating condition by Customer at Customer's sole expense and shall remain the property and responsibility of the Customer. IFP shall bear no liability for Customer's equipment or for the consequences of its operation.

8. TERMINATION
   a. Customer may terminate this Agreement at any time and for any reason upon at least six (6) months written advanced notice to IFP of intent to terminate. Upon termination the Customer and/or Customers can receive service under current policies and rates in place at that time.
   b. IFP may terminate this Agreement if any of the following occur:
      i. Customer's power bill remains unpaid in full past thirty (30) days from the date of billing, as listed on Customer's utility bill.
      ii. Customer fails to remedy violations of this Agreement, IFP's Service Policy, or City Ordinance in a timely and prudent manner after delivery of written notice of such violation(s).
   c. IFP may terminate this agreement in the event that IFP adopts a time of day and time of demand Net Metering billing option that IFP makes generally available to all customers during the term, or an extended term, of this Agreement. In order to trigger this subsection, the generally available Net Metering option must include an aggregated rate structure. IFP shall give Customer six (6) months' written notice prior to terminating this Agreement pursuant to this subsection.

9. PAYMENT OF POWER BILL

   The Customer's Power Bill shall be due and payable thirty (30) days after the bill is produced by IFP. Unpaid balances due shall bear interest and associated fees pursuant to IFP rate policies for the Commercial Customer rate class in effect during the relevant period of time. In the event that the Customer does not pay within the thirty (30) days they will be notified of disconnect of service to the development in writing and have thirty (30) days to remedy before disconnection of service, termination of this agreement and the movement of all current service policy individual customers to IFP's standard rates and electrical service access/connection.

10. CONTRACT ASSIGNMENT

    The rights and obligations of the Parties to this Agreement may not be assigned by either

Party except upon the express written consent of the other Party, which consent shall not be unreasonably withheld or delayed such written consent shall be given within thirty (30) days of written OR e-mail notice by either party

11. 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: General Manager Idaho Falls Power
P.O. Box 50220
Idaho Falls, ID 83405
(208) 612-8430
Fax:
Email:

Attn: Dell Loy Hansen
299 S Main Street Suite 2400
SLC, UT 84111
Fax:
Email:

12. COMPLETE AGREEMENT

This writing evidences 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.

13. INDEMNITY AND LIABILITY.

Customer shall defend, hold harmless, and indemnify IFP and its directors, elected officials, officers, employees, and agents against and from any and all loss, liability, damage, claim, cost, charge, demand, or expense (including any direct, indirect or consequential loss, liability, damage, claim, cost charge, demand, or expense, including attorney's fees) for injury or death to persons and damage to property arising out of or in connection with (a) the engineering, design, construction, maintenance, repair, operation, supervision, inspection, testing, protection or ownership of Customer's electrical generation facilities, or (b) the making of replacements, additions, improvements or reconstruction of Customer's electrical generation facilities. This indemnity shall apply, notwithstanding the active or passive contributory negligence of IFP, provided, however, IPF shall not be indemnified hereunder for its loss, liability, damage, claim, cost, charge, demand, or expense resulting from its sole liability or percentage of negligence or comparative fault.

IFP agrees, to the extent permitted by the Idaho Constitution and the Idaho Tort Claims Act, Idaho Code § 6 901, *et seq*., to defend, hold harmless, and indemnify Customer and Customer's officers, employees, and agents against and from any and all loss, liability, damage, claim, cost, charge, demand, or expense (including any direct, indirect or consequential loss, liability, damage, claim, cost charge, demand, or expense, including attorney's fees) for injury or death to persons and damage to property arising out of or in connection with from the intentional or negligent actions of IFP or of IFP's employees. This indemnity shall apply, notwithstanding the active or passive contributory negligence of Customer, provided, however, Customer shall not be indemnified hereunder for its loss, liability, damage, claim, cost, charge, demand, or expense resulting from its sole liability or its percentage of negligence or comparative fault.

14. NO PARTNERSHIP OR JOINT POWERS AGREEMENT INTENDED

Except where specifically stated in this Agreement to be otherwise, the duties, obligations and liabilities of the Parties are intended to be several and not joint or collective. Nothing contained in this Agreement shall ever be construed to create an association, trust, partnership, or joint venture or to impose a trust or partnership duty, obligation, or liability on or with regard to either Party. Nothing in this Agreement shall be construed to create a Joint Powers Agreement. Each Party shall be individually and severally liable for its own obligations under this Agreement.

15. ACCESS AND EASEMENTS

The Customer grants IFP the right of access to the property for the purpose of installing, operating, maintaining and removing IFP's property, equipment or other facilities. The Customer shall grant IFP unlimited access to the property as may be necessary for IFP to meet the requirements of this Agreement. IFP personnel shall follow all safety rules, regulations and instructions set forth by the Customer.

16. JURISDICTION AND VENUE

It is agreed that this Agreement shall be construed under and governed by the laws of the State of Idaho, including the terms, conditions, and provisions that govern electric service delivery as contained the Idaho Falls City Code, as presently exist or as may be amended hereafter. In the event of a conflict between the terms and conditions of this Agreement and the Idaho Falls City Code, the Idaho Falls City Code shall prevail.

In the event of litigation concerning this Agreement, it is agreed that proper venue shall be the District Court of the Seventh Judicial District of the State of Idaho, in and for the County of Bonneville.

17. SEVERABILITY.

Should any provision of this Agreement be or become void, illegal, or unenforceable, the validity or enforceability of the other provisions of this Agreement shall not be affected

and shall continue in force. The parties agree, however, use their best endeavors to agree on the replacement of the void, illegal, or unenforceable provision(s) with legally enforceable clauses which correspond as closely as possible to the sense and purpose of the affected provisions and this Agreement as a whole.

18. NON-DISCRIMINATION

Customer shall not discriminate against any employee or applicant for employment on the basis of race, color, religion, creed, political ideals, sex, sexual orientation, gender identification/expression, age, marital status, physical or mental handicap, or national origin.

19. 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 Customer employs ten (10) or more persons, Customer 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.

20. CERTIFICATION OF NO CHINESE OWNERSHIP

Pursuant to Idaho Code § 67-2359, Customer certifies that Customer 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.

[Intentionally Left Blank – Signature Page to Follow]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the date indicated above.

| "IFP" | "Customer" |
|---|---|
| City of Idaho Falls, Idaho, dba Idaho Falls Power | Orchard Park Energy LLC |
| By_____ | By_____ |
| Rebecca L. Noah Casper, Ph.D | Dell Loy Hansen |
| Mayor, City of Idaho Falls, Idaho | Manager |

STATE OF IDAHO )
) ss.
County of Bonneville )

On this _____day of _____, 2024, 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 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.

_____
Notary Public of Idaho
(Seal) Residing at: _____
My Commission Expires:_____

STATE OF UTAH )
) ss.
County of Salt Lake )

On this _____day of _____, 2024, before me, the undersigned, a notary public for Idaho, personally appeared Dell Loy Hansen known to me to be the Manager of Orchard Park Energy LLC, a Utah Limited Liability Company that executed the foregoing document, and acknowledged to me that they are authorized to execute the same for and on behalf of said Orchard Park Energy LLC.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

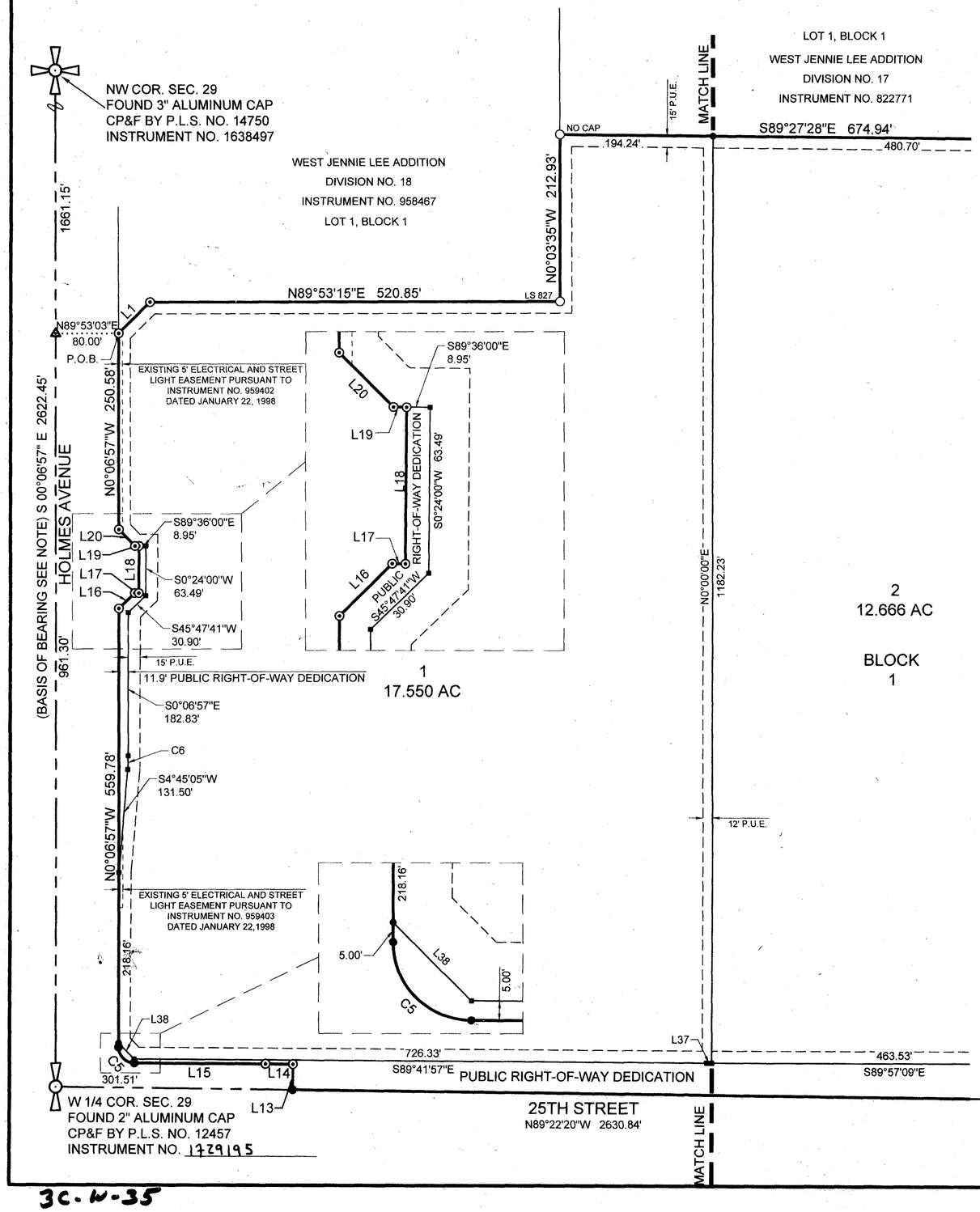
_____
Notary Public of Utah
(Seal) Residing at: _____
My Commission Expires:_____

# Exhibit “A”

# Approved Development Plat

# WASATCH APPLE SUBDIVISION

## A SUBDIVISION OF THE CITY OF IDAHO FALLS, BONNEVILLE COUNTY, IDAHO, LOCATED IN THE NW ¼ OF SECTION 29, T.2N., R.38E., B.M., -2022-




| Line Table | | |
|---|---|---|
| Line # | Length | Direction |
| L1 | 56.56' | N44°53'03"E |
| L13 | 32.38' | N0°30'08"E |
| L14 | 35.26' | N89°31'22"W |
| L15 | 166.72' | N89°41'57"W |
| L16 | 28.40' | N45°08'32"E |
| L17 | 5.01' | S89°36'00"E |
| L18 | 60.00' | N0°24'00"E |
| L19 | 5.00' | N89°36'00"W |
| L20 | 29.44' | N44°51'29"W |
| L37 | 6.72' | S89°57'09"E |
| L38 | 28.18' | S44°54'27"E |

| Curve Table | | | | | |
|---|---|---|---|---|---|
| Curve # | Length | Radius | Delta | Chord Direction | Chord Length |
| C5 | 31.27' | 20.00' | 89°35'00" | N44°54'27"W | 28.18' |
| C6 | 17.67' | 208.00' | 4°52'02" | N2°19'04"E | 17.66' |

HORROCKS ENGINEERS

0 100' 200'

SCALE: 1" = 100'

## LEGEND

- CALCULATED POINT
- FOUND 5/8" REBAR WITH CAP STAMPED - P.L.S. 10944
- FOUND 5/8" REBAR AS NOTED
- SET 5/8" REBAR WITH PLASTIC CAP - P.L.S. 12457
- SET1/2" REBAR WITH PLASTIC CAP - P.L.S. 12457
- INTERIOR STREET INTERSECTIONS 5/8" REBAR WITH 2" ALUMINUM CAP P. L. S. 12457 SET AT A FUTURE DATE AS SHOWN ON INTERIOR MONUMENT COMPLETION CERTIFICATE
- INTERIOR LOT CORNERS 1/2" REBAR WITH PLASTIC CAP P. L.S. 12457 TO BE SET AT A FUTURE DATE AS SHOWN ON INTERIOR MONUMENT COMPLETION CERTIFICATE
- PLSS CORNER
- SUBDIVISION BOUNDARY LINE
- LOT LINE
- STREET CENTERLINE
- SECTION LINE
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- EXISTING PUBLIC UTILITY EASEMENT LINE (P.U.E.)
- PUBLIC UTILITY EASEMENT LINE (P.U.E.)
- CROSS ACCESS EASEMENT LINE (C.A.E.)
- P.O.B. POINT OF BEGINNING
- P.U.E. PUBLIC UTILITY EASEMENT

## BASIS OF BEARING

THE BEARING ALONG THIS LINE IS THE BASIS FOR ALL OTHER BEARINGS LISTED ON THIS SURVEY. THIS BEARING RELATES DIRECTLY TO THE "CITY OF IDAHO FALLS COORDINATE SYSTEM OF 2004". WHICH IS DERIVED FROM THE IDAHO STATE PLANE COORDINATE SYSTEM (EAST ZONE 1101) US SURVEY FEET AND USING A COMBINED SCALE FACTOR OF 1.000277265 FOR A GRID TO GROUND CONVERSION, (REFERENCE FRAME NAD_83(2011), EPOCH 2010.0000). THE SYSTEM ORIENTATION IS BASED ON GRID NORTH ALONG THE EAST ZONE CENTRAL MERIDIAN. NO CONVERGENCE ANGLE HAS BEEN APPLIED.

## NOTES

4.718 ACRES IS BEING DEDICATED FOR PUBLIC RIGHT-OF-WAY

## SURVEYOR'S NARRATIVE

THE PURPOSE OF THIS SURVEY IS TO SUBDIVIDE THE PROPERTY SHOWN INTO LOTS, BLOCKS, AND STREETS AS SHOWN HEREON. THIS SURVEY IS A RETRACEMENT OF RECORD OF SURVEY, INSTRUMENT NO. 1694479, COMPLETED BY ELLSWORTH AND ASSOCIATES, PLLC FOR THE LEE PROPERTY. THE WEST LINE OF THE THIS SURVEY WAS DETERMINED BY FOUND MONUMENTS AS SHOWN ON SAID RECORD OF SURVEY. THE NORTH LINE OF THIS SURVEY WAS DETERMINED BY FOUND MONUMENTS AS SHOWN ON SAID RECORD OF SURVEY AND RECORD PLATS AS NOTED. THE EAST LINE OF THIS SURVEY WAS DETERMINED BY FOUND MONUMENTS AS SHOWN ON SAID RECORD OF SURVEY AND RECORD PLATS AS NOTED. THE SOUTH LINE OF THIS SURVEY WAS DETERMINED BY FOUND SECTION MONUMENTS ON THE LATITUDINAL CENTERLINE OF SECTION 29, TOWNSHIP 2 NORTH, RANGE 38 EAST, BOISE MERIDIAN AS SHOWN HEREON.


Instrument # 1729469
Bonneville County, Idaho Falls, Idaho
08/02/2022 02:51:39 PM No. of Pages: 3
Recorded for: HORROCKS ENGINEERS
Penny Manning Fee: $11.00
Ex-Officio Recorder Deputy RM Rupchurch
Index to: PLAT
Rupchurch


1 OF 3

PROFESSIONAL LAND SURVEYOR REGISTERED 12457 7-29-22 STATE OF IDAHO CHRISTOPHER ADAMS

SHEET 1 OF 3


2194 Snake River Pkwy
Suite 205
Idaho Falls, Idaho
Main: 208-522-1223

HORROCKS ENGINEERS


3C.W-35

# WASATCH APPLE SUBDIVISION

## A SUBDIVISION OF THE CITY OF IDAHO FALLS, BONNEVILLE COUNTY, IDAHO, LOCATED IN THE NW ¼ OF SECTION 29, T.2N., R.38E., B.M., -2022-

LOT 1, BLOCK 1
WEST JENNIE LEE ADDITION
DIVISION NO. 17
INSTRUMENT NO. 822771

KEYSTONE ADDITION
DIVISION NO. 1 - 1ST AMENDED
INSTRUMENT NO. 992317
LOT 3, BLOCK 1

LOT 4, BLOCK 1

WEST JENNIE LEE ADDITION
DIVISION NO. 16
INSTRUMENT NO. 689678
LOT 3, BLOCK 17

LOT 2A, BLOCK 17

WEST JENNIE LEE ADDITION
DIVISION NO. 11
INSTRUMENT NO. 361935
LOT 2, BLOCK 17

MATCH LINE

JENNIE LEE DRIVE

21ST STREET

S89°27'28"E 674.94'
480.70'

P.L.S. 8795

NO CAP

S89°30'27"E 232.54'
S89°30'27"E 222.70'

15' P.U.E.

24' C.A.E.

5.00' RIGHT-OF-WAY DEDICATION

| Line Table | | |
|---|---|---|
| Line # | Length | Direction |
| L2 | 34.99' | S0°04'50"E |
| L3 | 114.28' | S89°28'10"E |
| L4 | 34.96' | S2°09'50"E |
| L5 | 60.00' | N89°52'43"E |
| L6 | 10.33' | N0°55'01"E |
| L7 | 23.20' | S89°11'24"E |
| L8 | 50.00' | S0°03'46"W |
| L9 | 5.01' | N89°11'24"W |
| L10 | 115.24' | S0°05'32"W |
| L11 | 154.95' | N89°31'56"W |
| L12 | 165.88' | S0°00'00"E |

| Curve Table | | | | | |
|---|---|---|---|---|---|
| Curve # | Length | Radius | Delta | Chord Direction | Chord Length |
| C1 | 337.72' | 832.06' | 23°15'20" | N78°54'12"E | 335.41' |
| C2 | 260.37' | 717.93' | 20°46'46" | N77°39'55"E | 258.95' |
| C3 | 32.26' | 20.00' | 92°25'00" | S45°36'02"E | 28.87' |
| C4 | 31.27' | 20.00' | 89°34'33" | N45°42'17"E | 28.18' |
| C7 | 11.95' | 717.93' | 0°57'13" | S67°45'09"W | 11.95' |
| C8 | 248.42' | 717.93' | 19°49'32" | S78°08'31"W | 247.18' |
| C9 | 11.10' | 20.00' | 31°48'18" | S75°54'23"E | 10.96' |
| C10 | 21.16' | 20.00' | 60°36'42" | S29°41'53"E | 20.18' |

4
2.778 AC

5
1.149 AC

1
5.282 AC
BLOCK
2

2
12.666 AC
BLOCK
1

3
15.774 AC

N0°00'00"E 234.47'
N0°00'00"E 302.49'
182.60'
119.89'
S89°59'57"W 229.66'
478.67'
N90°00'00"W
195.79'
40' 40'
908.76'
952.94'
1260.45'
1011.44'
N0°00'00"W
N0°00'00"E 1182.23'
N0°00'00"E 908.61'
S0°00'24"W 960.00'
950.00'
31.00'
189.27'
S75°22'19"E 10.54'

15' P.U.E.
12' P.U.E.

BLOCK 13

1 2 3 4 5 6 7 8 9 10 11

| Line Table | | | Line Table | | |
|---|---|---|---|---|---|
| Line # | Length | Direction | Line # | Length | Direction |
| L21 | 17.20' | N90°00'00"W | L32 | 187.20' | S0°00'00"E |
| L22 | 24.20' | N90°00'00"W | L33 | 28.14' | S44°42'25"E |
| L23 | 30.00' | N89°52'43"E | L34 | 85.95' | S89°25'00"E |
| L24 | 30.00' | N89°52'43"E | L35 | 115.70' | N0°00'00"E |
| L25 | 28.41' | S45°14'47"W | L36 | 28.43' | N45°17'35"E |
| L26 | 28.08' | S44°35'42"E | L39 | 5.00' | N0°00'24"E |
| L27 | 5.00' | S0°00'24"W | | | |
| L28 | 25.00' | S0°03'46"W | | | |
| L29 | 25.00' | S0°03'46"W | | | |
| L30 | 5.00' | S0°05'32"W | | | |
| L31 | 28.48' | S45°24'18"W | | | |

S89°11'24"E 223.06'
S89°11'24"E 305.95'
N89°11'24"W 240.61'
MOJAVE STREET
MOJAVE STREET
MOJAVE STREET

1
0.936 AC
BLOCK
3

BLOCK 16

1 2 3 4 5 6

BENGAL AVENUE

UNPLATTED

307.51'
145.75'
50.18'
423.08'

463.53' S89°57'09"E
151.92' S89°57'09"E
312.26' S89°56'16"E
241.15' S89°24'50"E
PUBLIC RIGHT-OF-WAY DEDICATION
1760.50'
N89°22'20"W 1906.25'
N89°22'20"W 2630.84'
25TH STREET

W 1/4 COR. SEC. 29
FOUND 2" ALUMINUM CAP
CP&F BY P.L.S. NO. 12457
INSTRUMENT NO. 1729195

C 1/4 COR. SEC. 29
FOUND 2" ALUMINUM CAP
CP&F BY P.L.S 12457
INSTRUMENT NO. 1729194

0 100' 200'
SCALE: 1" = 100'

## LEGEND

- CALCULATED POINT
- FOUND 5/8" REBAR WITH CAP STAMPED - P.L.S. 10944
- FOUND 5/8" REBAR AS NOTED
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- CROSS ACCESS EASEMENT LINE (C.A.E.)

P.O.B. POINT OF BEGINNING
P.U.E. PUBLIC UTILITY EASEMENT

PROFESSIONAL LAND SURVEYOR
REGISTERED
12457
7-28-22
STATE OF IDAHO
CHRISTOPHER ADAMS

Instrument # 1729469
Bonneville County, Idaho Falls, Idaho
08/02/2022 02:51:39 PM No. of Pages: 3
Recorded for: HORROCKS ENGINEERS
Penny Manning Fee: $11.00
Ex-Officio Recorder Deputy RM Rupchurch
Index to: PLAT
Rupchurch

2 of 3

2194 Snake River Pkwy
Suite 205
Idaho Falls, Idaho
Main: 208-522-1223
HORROCKS ENGINEERS



3C-W-35

# WASATCH APPLE SUBDIVISION

## A SUBDIVISION OF TO THE CITY OF IDAHO FALLS, BONNEVILLE COUNTY, IDAHO, LOCATED IN THE NW ¼ OF SECTION 29, T.2N., R.38E., B.M., -2022-

## RECORDER'S CERTIFICATE

I HEREBY CERTIFY THAT THE FOREGOING PLAT WASATCH APPLE SUBDIVISION WAS FILED IN THE OFFICE OF THE RECORDER OF BONNEVILLE COUNTY, IDAHO.

Penny Manning — 08-02-2022

BONNEVILLE COUNTY RECORDER — DATE

Instrument # 1729469
Bonneville County, Idaho Falls, Idaho
08/02/2022 02:51:39 PM No. of Pages: 3
Recorded for: HORROCKS ENGINEERS
Penny Manning Fee: $11.00
Ex-Officio Recorder Deputy RM
Index to: PLAT
3 OF 3

## TREASURER'S CERTIFICATE

I, THE UNDERSIGNED COUNTY TREASURER IN AND FOR THE COUNTY OF BONNEVILLE, STATE OF IDAHO, PURSUANT TO THE REQUIREMENTS OF I.C. §50-1308, DO HEREBY CERTIFY THAT ALL COUNTY PROPERTY TAXES DUE FOR THE PROPERTY INCLUDED IN THE BOUNDARY DESCRIPTION SHOWN HEREON ARE CURRENT.

7-19-2022

BONNEVILLE COUNTY TREASURER — DATE

## HEALTH DEPARTMENT CERTIFICATE OF APPROVAL

SANITARY RESTRICTIONS AS REQUIRED BY I.C. §50-1326 HAVE BEEN SATISFIED BASED ON THE DEPARTMENT OF ENVIRONMENTAL QUALITY (DEQ) APPROVAL OF THE DESIGN PLANS AND SPECIFICATIONS AND THE CONDITIONS IMPOSED ON THE DEVELOPER FOR CONTINUED SATISFACTION OF THE SANITARY RESTRICTIONS. BUYER IS CAUTIONED THAT AT THE TIME OF THIS APPROVAL, NO DRINKING WATER OR SEWER/SEPTIC FACILITIES WERE CONSTRUCTED. BUILDING CONSTRUCTION CAN BE ALLOWED WITH APPROPRIATE BUILDING PERMITS IF DRINKING WATER OR SEWER FACILITIES HAVE SINCE BEEN CONSTRUCTED OR IF THE DEVELOPER IS SIMULTANEOUSLY CONSTRUCTING THOSE FACILITIES. IF THE DEVELOPER FAILS TO CONSTRUCT FACILITIES OR MEET THE OTHER CONDITIONS OF DEQ, THEN SANITARY RESTRICTIONS MAY BE REIMPOSED, IN ACCORDANCE WITH I.C. §50-1326, BY THE ISSUANCE OF A CERTIFICATE OF DISAPPROVAL, AND NO CONSTRUCTION OF ANY BUILDING OR SHELTER REQUIRING DRINKING WATER OR SEWER/SEPTIC FACILITIES SHALL BE ALLOWED.

EASTERN IDAHO PUBLIC HEALTH DISTRICT

7-27-22

ENVIRONMENTAL HEALTH SPECIALIST, REHS — DATE

## CITY'S ACCEPTANCE

THE ACCOMPANYING PLAT WAS DULY ACCEPTED AND APPROVED BY THE CITY COUNCIL OF IDAHO FALLS ADOPTED THIS 20 DAY OF JUNE, 2022.

MAYOR — CITY CLERK (Kathy Hampton)

CITY ENGINEER
KENT J. FUGAL, PE 9247

CITY SURVEYOR
KENNETH BALDWIN ROBERTS, PLS 9755

## COUNTY SURVEYOR'S VERIFICATION

I CERTIFY THAT I AM A LICENSED PROFESSIONAL LAND SURVEYOR IN THE STATE OF IDAHO AND THAT I HAVE EXAMINED THIS PLAT AND FIND THAT IT COMPLIES WITH I.C. §50-1305.

7/19/2022

BONNEVILLE COUNTY SURVEYOR, DAVID D. ROMRELL P.L.S. NO. 12223 — DATE

## WATER RIGHTS DISCLOSURE

NOTICE IS HEREBY GIVEN THAT ALL LOTS OR PROPERTY INCLUDED WITHIN THIS PLAT ARE WITHIN THE IDAHO IRRIGATION DISTRICT AND THAT A SUITABLE SURFACE WATER DELIVERY SYSTEM HAS NOT BEEN PROVIDED FOR SUCH LOTS OF PROPERTY. ALL LOTS WILL REMAIN SUBJECT TO ASSESSMENTS LEVIED BY SUCH IRRIGATION DISTRICT AND EACH INDIVIDUAL PURCHASER/OWNER WILL BE RESPONSIBLE TO PAY SUCH ASSESSMENTS. ALL ASSESSMENTS ARE A LIEN UPON THE LOTS OF PROPERTY UNLESS THE PURCHASER/OWNER FILES A PETITION REQUESTING EXCLUSION FROM THE DISTRICT. THE PURCHASER/OWNER MAY FILE SUCH PETITION AT ANY FUTURE DATE. THE OWNER/DEVELOPER IS OBLIGATED TO COMPLY WITH THE PROVISIONS OF I. C. §31-3805.
THOSE PORTIONS OF JENNIE LEE DRIVE, MOJAVE STREET, AND 25TH STREET, HAVE PETITIONED FOR AND BEEN REMOVED FROM ALL FUTURE IRRIGATION WATER RIGHTS.

DATE: 7-27-22 INSTRUMENT NO. 1729003

## INTERIOR MONUMENT COMPLETION CERTIFICATE

PURSUANT TO THE REQUIREMENTS OF I.C. §50-1331, I.C. §50-1332, AND I.C. §50-1333, I CHRISTOPHER ADAMS CERTIFY THAT THE INTERIOR MONUMENTS SHALL BE SET IN ACCORDANCE WITH THE REQUIREMENTS OF I.C. §50-1303 ON OR BEFORE JULY 8, 2023.

## DRINKING WATER SYSTEM CERTIFICATE

PURSUANT TO I.C. §50-1334, THE OWNER DOES HEREBY, CERTIFY THAT ALL LOTS SHOWN ON THIS PLAT ARE ELIGIBLE TO RECEIVE WATER FROM THE CITY OF IDAHO FALLS MUNICIPAL WATER SYSTEM, AND SAID CITY HAS AGREED IN WRITING TO PROVIDE CULINARY WATER SERVICE TO SAID LOTS PURSUANT TO THE PROVISIONS OF TITLE 8, CHAPTER 4 OF THE IDAHO FALLS CITY CODE, AS AMENDED FROM TIME TO TIME.

IN WITNESS WHEREOF, OWNER HAS HEREUNTO SET ITS SIGNATURE THIS 11th DAY OF July, 202__.

WPP APPLE LAND ,LLC

DELL LOY HANSEN, MANAGER

3c-W-35

## BOUNDARY DESCRIPTION

A PARCEL OF LAND LOCATED IN THE NORTHWEST QUARTER OF SECTION 29, TOWNSHIP 2 NORTH, RANGE 38 EAST, BOISE MERIDIAN, BONNEVILLE COUNTY, IDAHO MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 29, BEING MARKED BY A 5/8" REBAR WITH AN ALUMINUM CAP AS SHOWN ON CORNER PERPETUATION AND FILING, INSTRUMENT NO. 1638497; THENCE ALONG THE WEST LINE OF SAID SECTION 29, SOUTH 00°06'57" EAST 1661.15 FEET; THENCE NORTH 89°53'03" EAST 80.00 FEET TO THE SOUTHWEST CORNER OF LOT 1 BLOCK 1 OF WEST JENNIE LEE ADDITION DIVISION NO. 18, INSTRUMENT NO. 958467 AND BEING THE **POINT OF BEGINNING**; THENCE ALONG THE SOUTH LINE OF SAID WEST JENNIE LEE ADDITION DIVISION NO. 18, NORTH 44°53'03" EAST 56.56 FEET; THENCE CONTINUING ALONG SAID SOUTH LINE, NORTH 89°53'15" EAST 520.85 FEET TO THE SOUTHEAST CORNER OF SAID WEST JENNIE LEE ADDITION DIVISION NO. 18; THENCE ALONG THE EAST LINE OF SAID WEST JENNIE LEE ADDITION DIVISION NO. 18, NORTH 00°03'35" WEST 212.93 FEET TO THE SOUTHWEST CORNER OF WEST JENNIE LEE ADDITION DIVISION NO. 17, INSTRUMENT NO. 822771; THENCE ALONG THE SOUTH LINE OF SAID WEST JENNIE LEE ADDITION DIVISION NO. 17, SOUTH 89°27'28" EAST 674.94 FEET TO THE SOUTHEAST CORNER OF SAID WEST JENNIE LEE ADDITION DIVISION NO. 17; THENCE ALONG THE WEST LINE OF KEYSTONE ADDITION DIVISION NO. 1 - 1st AMENDED, INSTRUMENT NO. 992317, SOUTH 00°04'50" EAST 34.99 FEET TO THE SOUTHWEST CORNER OF SAID KEYSTONE ADDITION DIVISION NO. 1; THENCE ALONG THE SOUTH LINE OF SAID KEYSTONE ADDITION DIVISION NO. 1 THE FOLLOWING THREE (3) COURSES; (1) SOUTH 89°28'10" EAST 114.28 FEET TO A POINT OF TANGENCY OF A 832.06 FOOT RADIUS CURVE CONCAVE TO THE NORTHWEST OF WHICH RADIUS BEARS NORTH 00°31'52" EAST; (2) THENCE 337.72 FEET ALONG THE ARC OF SAID 832.06 FOOT RADIUS CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 23°15'20" AND A LONG CHORD THAT BEARS NORTH 78°54'12" EAST 335.41 FEET TO A POINT OF REVERSE CURVATURE OF A 717.93 FOOT RADIUS CURVE CONCAVE TO THE SOUTHEAST OF WHICH RADIUS BEARS SOUTH 22°43'28" EAST; (3) THENCE 260.37 FEET ALONG THE ARC OF SAID 717.93 FOOT RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 20°46'46" AND A LONG CHORD THAT BEARS NORTH 77°39'55" EAST 258.95 FEET TO THE WEST LINE OF WEST JENNIE LEE ADDITION DIVISION NO. 16, INSTRUMENT NO. 689678; THENCE ALONG SAID WEST LINE, SOUTH 02°09'50" EAST 34.96 FEET TO A POINT OF NON-TANGENCY OF A 20.00 FOOT RADIUS CURVE CONCAVE TO THE SOUTHWEST OF WHICH RADIUS BEARS SOUTH 01°48'32" EAST; THENCE CONTINUING ALONG SAID WEST LINE, 32.26 FEET ALONG THE ARC OF SAID 20.00 FOOT RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 92°25'00" AND A LONG CHORD THAT BEARS SOUTH 45°36'02" EAST 28.87 FEET TO THE SOUTH LINE OF SAID WEST JENNIE LEE ADDITION DIVISION NO. 16; THENCE ALONG SAID SOUTH THE FOLLOWING FOUR (4) COURSES; (1) THENCE NORTH 89°52'43" EAST 60.00 FEET; (2) THENCE NORTH 00°55'01" EAST 10.33 FEET TO A POINT OF TANGENCY OF A 20.00 FOOT RADIUS CURVE CONCAVE TO THE SOUTHEAST OF WHICH RADIUS BEARS SOUTH 89°04'59" EAST; (3) THENCE 31.27 FEET ALONG THE ARC OF SAID 20.00 FOOT RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 89°34'33" AND A LONG CHORD THAT BEARS NORTH 45°42'17" EAST 28.18 FEET; (4) THENCE SOUTH 89°30'27" EAST 232.54 FEET TO THE WEST LINE OF WEST JENNIE LEE ADDITION DIVISION NO. 11, INSTRUMENT NO. 361935; THENCE ALONG SAID WEST LINE, SOUTH 00°00'24" WEST 960.00 FEET; THENCE CONTINUING ALONG SAID WEST LINE, SOUTH 89°11'24" EAST 23.20 FEET; THENCE CONTINUING ALONG SAID WEST LINE, SOUTH 00°03'46" WEST 50.00 FEET TO THE NORTHEAST CORNER OF WARRANTY DEED, INSTRUMENT NO. 1493174; THENCE ALONG THE NORTH LINE OF SAID WARRANTY DEED, NORTH 89°11'24" WEST 5.01 FEET; THENCE ALONG THE WEST LINE OF SAID WARRANTY DEED, SOUTH 00°05'32" WEST 115.24 FEET THE NORTH LINE OF WARRANTY DEED, INSTRUMENT NO. 1482463; THENCE ALONG SAID NORTH LINE, NORTH 89°31'56" WEST 154.95 FEET; THENCE ALONG THE WEST LINE OF SAID WARRANTY DEED, SOUTH 00°00'00" EAST 165.88 FEET TO THE LATITUDINAL CENTERLINE OF SECTION 29; THENCE ALONG SAID LATITUDINAL CENTERLINE, NORTH 89°22'20" WEST 1906.25 FEET; THENCE NORTH 00°30'08" EAST 32.38 FEET; THENCE NORTH 89°31'22" WEST 35.26 FEET; THENCE NORTH 89°41'57" WEST 166.72 FEET TO A POINT OF TANGENCY OF A 20.00 FOOT RADIUS CURVE CONCAVE TO THE NORTHEAST OF WHICH RADIUS BEARS NORTH 00°18'03" EAST; THENCE 31.27 FEET ALONG SAID 20.00 FOOT RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 89°35'00" AND A LONG CHORD THAT BEARS NORTH 44°54'27" WEST 28.18 FEET TO THE EAST RIGHT-OF-WAY LINE OF SOUTH HOLMES AVENUE; THENCE ALONG SAID WEST LINE THE FOLLOWING SEVEN (7) COURSES; (1) THENCE NORTH 00°06'57" WEST 559.78 FEET; (2) NORTH 45°08'32" EAST 28.40 FEET; (3) THENCE SOUTH 89°36'00" EAST 5.01 FEET; (4) THENCE NORTH 00°24'00" EAST 60.00 FEET; (5) THENCE NORTH 89°36'00" WEST 5.00 FEET; (6) THENCE NORTH 44°51'29" WEST 29.44 FEET; (7) THENCE NORTH 00°06'57" WEST 250.58 FEET TO THE **POINT OF BEGINNING**.

PARCEL CONTAINS 60.853 ACRES.

## SURVEYOR'S CERTIFICATE

I, CHRISTOPHER ADAMS, A LICENSED PROFESSIONAL LAND SURVEYOR IN THE STATE OF IDAHO, DO HEREBY CERTIFY THAT THE SURVEY OF THIS SUBDIVISION, DESIGNATED AS WASATCH APPLE SUBDIVISION, WAS MADE UNDER MY DIRECTION, AND THAT SAID SUBDIVISION IS TRULY AND CORRECTLY SURVEYED AND STAKED AS PROVIDED BY LAW AND IN ACCORDANCE WITH THE ACCOMPANYING PLAT AS DESCRIBED HEREON.

PROFESSIONAL LAND SURVEYOR — REGISTERED — 12457 — 7-28-22 — STATE OF IDAHO — CHRISTOPHER ADAMS

## OWNER'S DEDICATION

KNOW ALL MEN BY THESE PRESENTS: THAT THE UNDERSIGNED WPP APPLE LAND, LLC, A UTAH LIMITED LIABILITY COMPANY, IS THE LAWFUL OWNER OF THE TRACT OF LAND INCLUDED WITHIN THE BOUNDARY DESCRIPTION SHOWN HEREON AND HAS CAUSED THE SAME TO BE PLATTED AND DIVIDED INTO BLOCKS, LOTS, AND STREETS, WHICH PLAT SHALL HEREAFTER BE KNOWN AS WASATCH APPLE SUBDIVISION, A SUBDIVISION OF THE CITY OF IDAHO FALLS, IDAHO, BONNEVILLE COUNTY, IDAHO.

BE IT FURTHER KNOWN THAT OWNER DOES HEREBY DEDICATE GRANT AND CONVEY TO THE PUBLIC, ALL STREETS AND RIGHT-OF-WAYS SHOWN HEREON, THAT OWNER ALSO DOES HEREBY GRANT AND CONVEY TO THE CITY OF IDAHO FALLS ALL PUBLIC EASEMENTS FOREVER AS IRREVOCABLE PERMANENT NON-EXCLUSIVE PUBLIC EASEMENTS AS SHOWN AND DESCRIBED HEREON.

OWNER DOES HEREBY GRANT AND CONVEY TO LOTS 4 AND 5 OF BLOCK 1, A PRIVATE CROSS-ACCESS EASEMENT AS SHOWN AND DESCRIBED HEREON AND LABELED AS C.A.E.; THE SAID PRIVATE CROSS-ACCESS EASEMENT IS GRANTED BY THE MUTUAL CONSENT AND AGREEMENT BETWEEN THE PARTIES, THE ADEQUACY AND RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, THAT THE OWNER ALSO DOES HEREBY GRANT, BARGAIN, AND CONVEY TO THE OWNERS OF SAID LOTS HEREAFTER REFERRED TO AS, BENEFITED C.A.E. HOLDERS, THEIR LICENSEES, INVITEES, AGENTS, SUCCESSORS, AND ASSIGNS, THE FULL AND FREE RIGHT FOR SAID BENEFITED C.A.E. HOLDERS AND SAID BENEFITED C.A.E. HOLDERS' TENANTS, INVITEES, LICENSEES, AND VISITORS TO THE PRIVATE CROSS-ACCESS AGREEMENTS DESCRIBED HEREIN IN COMMON WITH ALL PERSONS DESIGNATED TO HAVE A LIKE RIGHT AT ALL TIMES HEREAFTER, FOR INGRESS AND EGRESS AND VEHICULAR ACCESS, AND A PERPETUAL EASEMENT FOR ROADWAY PURPOSES, ON AND ACROSS THE PROPERTY, EXCEPT FOR PARKING, THAT OWNER ALSO DOES HEREBY GRANT AND CONVEY TO THE CITY OF IDAHO FALLS FOREVER A NON-EXCLUSIVE IRREVOCABLE EASEMENT FOR RIGHT-OF-WAY FOR EMERGENCY VEHICLES AND EMERGENCY RESPONDERS, ACROSS THE CROSS-ACCESS EASEMENTS C.A.E.

OWNER, OR ITS HEIRS, SUCCESSORS OR ASSIGNS, AGREE THEY WILL CONSTRUCT NO PERMANENT STRUCTURE WITHIN OR UPON ANY PUBLIC EASEMENT SHOWN HEREON, AND THE CITY OF IDAHO FALLS AND ITS SUCCESSORS, ASSIGNS, PERMITTEES OR LICENSEES SHALL ALSO HAVE THE RIGHT TO REMOVE, CUT OR TRIM ANY TREES, BRUSH, ORNAMENTAL SHRUBBERY OR PLANT WHICH MAY INJURE OR INTERFERE WITH THE USE THEREOF FOR ITS INTENDED PURPOSES, AND CITY OF IDAHO FALLS SHALL HAVE THE RIGHT, TO REMOVE ANY OBSTRUCTIONS ON SAID CROSS-ACCESS EASEMENT WHICH MAY INJURE OR INTERFERE WITH THE CITY OF IDAHO FALL'S USE THEREOF, SUCH RIGHT OF REMOVAL MAY BE EXERCISED WITHOUT PRIOR NOTICE TO OWNER OR OWNER'S HEIRS, SUCCESSORS, OR ASSIGNS.

OWNER OR ITS HEIRS, SUCCESSORS OR ASSIGNS FURTHER AGREE THAT THEY SHALL NOT PLANT ANY TREES, BRUSH, ORNAMENTAL SHRUBBERY OR PLANTS WHICH MAY HINDER THE SAFE AND EFFICIENT UTILIZATION OF SAID EASEMENTS.

OWNER OR ITS HEIRS, SUCCESSORS OR ASSIGNS, FURTHER AGREE THAT THEY SHALL CONSTRUCT NO STRUCTURES OR MAINTAIN ANY OBSTRUCTIONS ON SAID CROSS-ACCESS EASEMENTS, INCLUDING BUT NOT LIMITED TO GATES, BARRIERS, OR VEHICLES OF ANY TYPE.

OWNER OR ITS HEIRS, SUCCESSORS OR ASSIGNS, FURTHER AGREE TO MAINTAIN THE SAID CROSS-ACCESS EASEMENTS AND TO REMOVE SNOW PURSUANT TO THE REQUIREMENTS OF THE INTERNATIONAL FIRE CODE §503 AS IT IS AMENDED FROM TIME TO TIME, AND AS ADOPTED BY THE CITY OF IDAHO FALLS, IDAHO.

OWNER OR ITS HEIRS, SUCCESSORS OR ASSIGNS HEREBY RELEASES THE CITY OF IDAHO FALLS AND ITS SUCCESSORS, ASSIGNS, PERMITEES OR LICENSEES FROM ANY CLAIM FOR DAMAGES, BASED UPON CONCEALED OR UNDISCLOSED PRIVATE IMPROVEMENTS CONSTRUCTED OR PERMITTED TO BE CONSTRUCTED BY OWNER OR ITS SUCCESSORS OR ASSIGNS WITHIN ANY PUBLIC EASEMENTS, SUBSEQUENT TO RECORDING THIS SUBDIVISION, THAT MAY BE INCURRED AS A RESULT OF THE CITY OF IDAHO FALLS AND ITS SUCCESSORS, ASSIGNS, PERMITEES OR LICENSEES ORDINARY USE OF THE PUBLIC EASEMENTS WITH DUE CARE.

OWNER OR ITS HEIRS, SUCCESSORS OR ASSIGNS DO HEREBY WARRANT AND SHALL DEFEND SUCH DEDICATION AND CONVEYANCES IN THE QUIET AND PEACEFUL POSSESSION OF THE PUBLIC OR THE CITY OF IDAHO FALLS, OR EACH LOT OWNER AS THE CASE MAY BE, AGAINST SAID OWNER AND ITS HEIRS AND ASSIGNS, AND AGAINST EVERY PERSON WHOMSOEVER WHO LAWFULLY HOLDS OR WHO LATER CLAIMS TO HAVE LAWFULLY HELD ANY RIGHTS IN SAID ESTATE AS OF THE DATE HEREOF.

IN WITNESS WHEREOF, OWNER HAS HEREUNTO SUBSCRIBED ITS SEAL AND SIGNATURE THIS 11 DAY OF July, 2022

WPP APPLE LAND, LLC (OWNER)
A UTAH LIMITED LIABILITY COMPANY

BY: DELL LOY HANSEN, MANAGER

## ACKNOWLEDGMENT

STATE OF UTAH)
:SS.
COUNTY OF CACHE)

ON THIS 11 DAY OF July, 2022, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID STATE, PERSONALLY APPEARED DELL LOY HANSEN, KNOWN OR IDENTIFIED TO ME TO BE THE *MANAGER* OF THE LIMITED LIABILITY COMPANY OF *WPP APPLE LAND, LLC, AND THE PERSON* WHO SUBSCRIBED SAID LIMITED LIABILITY COMPANY'S NAME TO THE FOREGOING OWNER'S DEDICATION AND THE DRINKING WATER SYSTEM CERTIFICATE AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME IN SAID LIMITED LIABILITY COMPANY'S NAME AS A PERSON AUTHORIZED TO BIND SUCH LIMITED LIABILITY COMPANY.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED MY OFFICIAL SEAL THE DAY AND THE YEAR IN THIS CERTIFICATE FIRST ABOVE WRITTEN.

NOTARY PUBLIC FOR THE STATE OF UTAH
RESIDING IN CACHE COUNTY, UTAH
COMMISSION EXPIRATION DATE: 4/28/24

NATHAN EDWARDS
NOTARY PUBLIC - STATE OF UTAH
My Comm. Exp, 04/28/2024
Commission # 711687



2194 Snake River Pkwy
Suite 205
Idaho Falls, Idaho
Main: 208-522-1223

HORROCKS ENGINEERS

# Memorandum

**File #:** 24-331 **City Council Meeting**

**FROM:** Bear Prairie, General Manager
**DATE:** Tuesday, September 3, 2024
**DEPARTMENT:** Idaho Falls Power

**Subject**
Exclusive Negotiating Agreement MOU with Aalo Holdings Inc.

**Council Action Desired**

☐ Ordinance ☐ Resolution ☐ Public Hearing
☒ Other Action (Approval, Authorization, Ratification, etc.)
Approve the Memorandum of Understanding (MOU) with Aalo Holdings Inc. to negotiate a Power Purchase Agreement (PPA) for Idaho Falls Power to purchase up to 75 MW of energy 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) and Aalo agree to engage in the negotiation of a PPA where IFP will purchase up to 75 megawatts of power from the Idaho Falls Power *Project* and provide a land lease to Aalo for the siting of the *Project* located at the IFP Research Park. The MOU defines the general concepts of what is acceptable to both parties. Signing the attached MOU has no financial obligation to the City or Idaho Falls Power.

**Alignment with City & Department Planning Objectives**



☐ ☐ ☒ ☐ ☐ ☐ ☐ ☐

This action supports our readiness for well-planned growth and development, ensuring long-term reliability. This action also supports the growth and reliability elements of IFP's Strategic Plan.

**Interdepartmental Coordination**

The City Legal Department and Idaho Falls Power coordinated this agreement.

**Fiscal Impact**

N/A

**Legal Review**

The City Legal Department concurs this action is appropriate.



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IDAHO FALLS POWER

**P** | 208.612.8430
**F** | 208.612.8435

September 12, 2024

Aalo Holding Inc.
Attn: Matt Loszak, CEO
2025 Guadalupe St
Suite 260
Austin, TX 78705
Email: Matt@aalo.com

Subject: Exclusive Negotiating Agreement for PPA Negotiation for the Idaho Falls Project

Dear Mr. Loszak:

The City of Idaho Falls, Idaho, d.b.a. Idaho Falls Power ("**IFP**") is pleased to confirm that IFP wishes to engage with your company in your pursuits of developing cost effective, commercial advanced nuclear power generation including a potential power purchase agreement ("**PPA**") under the general terms and conditions set forth in this letter (the "**Negotiating Agreement**"), with Aalo Holdings Inc. ("**Aalo**") for the Idaho Falls Nuclear Power Plant Project ("**Idaho Falls Project**") located in Bonneville County, Idaho. As used herein, IFP and Aalo are each individually a "**Party**" and together the "**Parties.**"

The Parties agree to engage, in good faith, as they work towards a future PPA that meets the respective Parties needs. The intent of this Negotiating Agreement is to indicate certain commercial terms and obligations upon which IFP and Aalo are prepared to incorporate as part of the PPA ("**Offer")**. However, the Offer merely memorializes the Parties understanding, nothing in this Negotiating Agreement shall be construed as covering every point in the PPA or setting the precise terms and obligation that the Parties may ultimately reach. The Offer generally shall include the following attributes:

- IFP or a consortium of utilities engaged by IFP, to purchase up to 75 MW from the Idaho Falls Project from Aalo, or its successor independent power producer ("IPP"), in a Power Purchase Agreement PPA.

- The price for power will be based upon a fixed price to be negotiated at a later date when the project is more mature in design and licensing.

- Aalo will own and be responsible for the operation of the project and has the right to transfer ownership of the facility to a third-party IPP. IFP will not unreasonably withhold



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American Public Power Association

its consent for Aalo to make a sale and transfer of ownership of the Idaho Falls Project to a third-party IPP. IFP shall have the right of first refusal to buy out the facility. IFP's obligations under the PPA will stay with the Idaho Falls Project plant regardless of ownership.

- Aalo is responsible for the procurement of all fuel and reactor services.
- An 80-year land lease from IFP or until the termination/expiration of any PPA between IFP and Aalo, whichever is shorter for a maximum of 20 acres for the use of IFP property.
- Upon termination/expiration of the PPA and subsequent land lease, Aalo, or its successor IPP in the event of a transfer of ownership, will restore the site to its natural state and remove all plant facilities and contaminants.
- Aalo and IFP will negotiate ownership of environmental attributes to maximize the value of the attributes.
- IFP will design, construct, install, own, operate, and maintain the substation used for delivery of the power from the Plant to its service area.
- Aalo will design, construct, install, own, operate and maintain the Idaho Falls Project up to the secondary side of the IFP substation.
- IFP will support Aalo's efforts to license the project in good faith without any financial obligations.
- IFP will support Aalo to secure funding for the project through the DOE-Guaranteed Loan or other options, without any commitment to pay for any portion of the project.

## I. Representations and Warranties

In accepting the terms of this negotiating agreement, Aalo hereby makes the following representations and warranties:

(i) Aalo will have at least a year of operating experience of its Aalo-X (Experimental) reactor in a demonstration project located at the INL or an equivalent demonstration project prior to commencing operations of the Idaho Falls project.

(ii) Aalo intends to license this project through the NRC Part 52 pathway for Combined License Applications for New Reactors.

(iii) Aalo will promptly notify IFP of any material change in circumstances that may affect Aalo's ability to fulfill the terms of its Offer, at any time from Offer submission to IFP's acceptance of the Offer, as evidenced by IFP's execution of PPA(s), or Aalo's withdrawal of the Offer.

## II. Exclusivity

In consideration of its offer, Aalo hereby grants IFP exclusivity with respect to the Offer until the earlier of the following events (the "**Exclusivity Deadline**"):

1. IFP's termination of negotiations of the PPA;
2. National Environmental Policy Act ("**NEPA**") reviews deem the location unfit for an advanced fission project
3. Nuclear Regulatory Commission ("**NRC**") rejects Aalo's combined construction and operating License application

The Exclusivity Deadline shall be extended automatically if the Parties continue to negotiate in good faith with respect to the Offer. Aalo may terminate the Exclusivity Deadline ten (10) business days prior to written notice to IFP if NEPA studies deem the site unsuitable for an advanced fission project or the NRC rejects the Aalo's combined construction and operating License application. Aalo agrees prior to the Exclusivity Deadline, it shall not enter into any agreements nor otherwise discuss the sale of output from the Idaho Falls Project associated with the Offer with any third party under which it or its affiliates may agree, conditionally or unconditionally, to enter into a PPA for the output of the Idaho Falls Project.

As a condition of Aalo's acceptance of this Exclusive Negotiating Agreement, IFP agrees to allow Aalo to submit its Regulatory Engagement Plan to NRC using the proposed Idaho Falls Project as a commercial project prior to establishing a formal PPA. If IFP terminates the negotiations of the PPA, Aalo will revise its REP accordingly.

In support of Aalo's efforts to grow its market and support other community-owned power utilities, IFP agrees to provide resources at its discretion and at no-cost to Aalo to support the marketing and promotion of its Aalo-1 microreactor to secure additional PPAs by way of referrals and introductions. In addition, IFP agrees to support Aalo's efforts to design, manufacture, and develop its microreactors through the negotiation of a long-term lease agreement of a site near the Idaho Falls Project for a facility that enables testing and demonstration of its non-nuclear microreactor. IFP also agrees to support Aalo's general marketing efforts, with mutually agreed upon language in announcing the MOU, and subsequent PPA.

In return for its offering of an exclusive negotiating agreement, Aalo will commit to support public awareness and education for Idaho Falls Power and the Idaho Falls community.

The Parties agree that neither IFP, nor Aalo, will be obligated to enter into any transaction contemplated by the Offer until and unless a final negotiated PPA is complete to the satisfactions of all parties thereto, and such PPA has been submitted for, and received, approval from the governing board of IFP, which is the Idaho Falls City Council, as applicable, and fully executed by the Parties thereto.

**IN NO EVENT SHALL EITHER PARTY, ITS AFFILIATES AND/OR REPRESENTATIVES BE LIABLE FOR ANY LOST OR PROSPECTIVE PROFITS OR**

**ANY OTHER CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE, INDIRECT OR EXEMPLARY DAMAGES UNDER OR IN RESPECT TO THIS EXCLUSIVE NEGOTIATING AGREEMENT.**

[Intentionally Blank – Signature Page to Follow]

IN WITNESS WHEREOF, the Parties hereto have caused this Negotiating Agreement to be executed as of the date indicated above.

ATTEST:

"IFP"
City of Idaho Falls, Idaho

By_____
Corrin Wilde, City Clerk

By_____
Rebecca L. Noah Casper, Ph.D., Mayor

"Aalo"
Aalo Holdings Inc.

By_____
Matt Loszak, Chief Executive Officer



RP3 RELIABLE PUBLIC POWER PROVIDER
American Public Power Association

# Memorandum

**File #:** 24-305 **City Council Meeting**

**FROM:** Chris H Fredericksen, Public Works Director
**DATE:** Tuesday, September 3, 2024
**DEPARTMENT:** Public Works

**Subject**
Development Agreement for Yellowstone Apartments

**Council Action Desired**
☐ Ordinance ☐ Resolution ☐ Public Hearing
☒ Other Action (Approval, Authorization, Ratification, etc.)
Approve the Yellowstone Apartments Development Agreement and authorize the Mayor and City Clerk to sign the necessary documents (or take other action deemed appropriate).

**Description, Background Information & Purpose**
Yellowstone Apartments is a development occurring on property that was originally platted in Bonneville County and later annexed into the City. Special Conditions 2-9 summarize various items of work that need to be completed in order to develop the property. Public Works recommends approval of the Agreement.

**Alignment with City & Department Planning Objectives**



☐ ☐ ☐ ☐ ☐ ☐ ☐ ☒

The Agreement supports the community-oriented results of well-planned growth and development and reliable public infrastructure and transportation by ensuring that new development participates financially in constructing required infrastructure.

**Interdepartmental Coordination**
Reviews have been conducted with all necessary city departments to ensure coordination of proposed improvements.

**Fiscal Impact**
Idaho Falls has no financial obligation for this development.

**Legal Review**
The Agreement was prepared by the Legal Department.

2024-34



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DEVELOPMENT AGREEMENT
YELLOWSTONE APARTMENTS

This DEVELOPMENT AGREEMENT YELLOWSTONE APARTMENTS ("AGREEMENT"), made this _____ day of _____, 2024, by and between CITY OF IDAHO FALLS, IDAHO, a municipal corporation of the State of Idaho, ("CITY"), whose mailing address is P.O. Box 50220, Idaho Falls, Idaho 83405, and KAMAKA AFFORDABLE HOUSING, LLC, ("DEVELOPER"), whose mailing address is 595 South Riverwoods Parkway, Suite 150, Logan, UT 84321.

W I T N E S S E T H:

WHEREAS, DEVELOPER is the sole owner, in law or equity, of a certain tract of land in the County of Bonneville, State of Idaho, which land (hereafter referred to as "Site Plan"), is more particularly described in Exhibit "A" attached hereto and by this reference made a part hereof; and

WHEREAS, DEVELOPER desires to develop the Property within CITY and has submitted a Site Plan bearing the name described in the caption of this AGREEMENT; and

WHEREAS, CITY is willing to allow the development of the Site Plan within City of Idaho Falls, Idaho, subject to the terms and conditions of this AGREEMENT and the Special Conditions attached hereto; and

WHEREAS, CITY has authority to approve the Site Plan and the construction of streets, utility lines and other public improvements within CITY; and

WHEREAS, DEVELOPER specifically waives DEVELOPER's right to protest development requirements described in this AGREEMENT, including DEVELOPER's right of judicial review contained in Chapter 52, Title 67, Idaho Code, and pursuant to the standards set forth in § 67-5279, Idaho Code; and

WHEREAS, DEVELOPER understands that the public improvements required herein are standards required pursuant to Idaho Falls City Code, Title 10, Chapter 1, and are authorized by Idaho Code §§ 67-6513 and 67-6518; and

WHEREAS, DEVELOPER and CITY believe that without the public improvements required herein, CITY would not be able to otherwise provide for mitigation of the effects of the Site Plan development on the ability of CITY to deliver services without compromising quality of such service delivery to current CITY residents, or without imposing substantial additional costs upon current CITY residents to accommodate the proposed Site Plan; and

WHEREAS, CITY desires to ensure that public improvements consisting of those described in this AGREEMENT, including Special Conditions for the Site Plan, are constructed; and

WHEREAS, DEVELOPER understands that a waiver of public improvements is available pursuant to Idaho Falls City Code, but DEVELOPER specifically does not wish to request such a waiver and wishes to enter into this AGREEMENT; and

WHEREAS, DEVELOPER enters into this AGREEMENT of DEVELOPER's own free will and accord, without coercion and without inducement and at DEVELOPER's request; and

WHEREAS, DEVELOPER has read this AGREEMENT, has understood it, and has had the opportunity to avail itself of legal and other counsel prior to entering into this AGREEMENT and prior to signing it; and

WHEREAS, DEVELOPER has submitted a Site Plan bearing the name described in the caption of this AGREEMENT; and

WHEREAS, City Engineer has recommended such development be approved subject to certain requirements and obligations on the part of DEVELOPER; and

WHEREAS, CITY is willing to approve the Site Plan, subject to the terms and conditions of this AGREEMENT and the Special Conditions attached hereto.

NOW, THEREFORE, in consideration of the covenants and conditions set forth herein, the parties agree as follows:

1. Approval of Site Plan. CITY hereby approves the Site Plan as described in Exhibit "A" attached hereto and made a part to this AGREEMENT by reference and agrees that upon DEVELOPER's full and complete performance of the terms and conditions hereto, it will accept and maintain the property dedicated to CITY on the Site Plan and all public facilities and improvements shown in the Improvement Plans for the Subdivision.

2. Improvement, Preliminary, and Final Improvement Plans. "Improvement Plans," used in this AGREEMENT, are engineer-designed plans showing all streets, sewer lines, water lines, storm drains, street signs, traffic control devices, barricades, other public utilities (telephone, gas, electricity, fiber optic and irrigation facilities) and other public improvements contemplated within the Site Plan. "Preliminary Improvement Plans" as used in this AGREEMENT, are those Improvement Plans submitted and considered for the Site Plan development prior to the approval of City Engineer, and not yet approved for construction. "Final Improvement Plans" as used in

this AGREEMENT, are those Improvement Plans submitted, considered and approved by City Engineer for the Subdivision development.

DEVELOPER anticipates that development of the entire Site Plan will occur in phases or divisions. DEVELOPER has filed, and City Engineer has approved, Improvement Plans for the public improvements to be constructed within public rights-of-way exterior to the Site Plan, (hereafter referred to as the "Exterior Improvement Plans") showing the width, location and alignment of all streets, sewer lines and water lines within the Site Plan and the size and materials specifications for such water and sewer lines. Prior to the commencement of any construction or development within any phase or division of the Site Plan, DEVELOPER shall also file with, and obtain the approval of, City Engineer Improvement Plans (hereafter the "Interior Improvement Plans") for all streets, sewer lines, water lines, storm drainage facilities, street signs, traffic control devices, barricades and other public improvements contemplated within such phase or division of the Site Plan. The filed Improvement Plans shall also show the proposed location of other public utilities (telephone, gas and electricity), and irrigation facilities affected by the development of such phase or division of the Site Plan. Preliminary Improvement Plans are incorporated herein by reference as though set out in full, and the Final Improvement Plans shall also, upon approval by City Engineer, be deemed to be incorporated herein by reference.

3. Construction of Public Improvements. Unless otherwise agreed in the Special Conditions, DEVELOPER shall, at its expense, design and construct all public improvements shown in the Improvement Plans within CITY street right of way. Unless otherwise agreed in writing by City Engineer, DEVELOPER shall construct all required public improvements within such Improvement Plans in strict accordance with the approved Preliminary and Final Improvement Plans and CITY Standard Engineering Drawings and Specifications (hereafter referred to as the "Standard Specifications") in effect at the time the construction is accomplished. The Standard Specifications are incorporated herein by reference as though set out in full and compliance to the Standard Specifications is a condition of this AGREEMENT.

4. Permits. DEVELOPER shall obtain all right-of-way, excavation and/or other permits required by local ordinance and comply with all requirements therein with respect to the timely performance of the work governed by such permits.

5. Inspection. DEVELOPER shall retain a professional engineer (hereafter referred to as the "Project Engineer") licensed within the State of Idaho to supervise, inspect and test the construction of all public improvements within the Site Plan in order to ensure such improvements are constructed in accordance with this AGREEMENT, the Improvement Plans and the Standard Specifications. DEVELOPER shall not materially deviate from the Improvement Plans or Standard Specifications without the express written approval of the City Engineer.

6. Corrected Improvement Plans. Prior to acceptance of any phase or division of the Site

Plan, DEVELOPER will file "As Constructed"/ "As Built" Improvement Plans (hereafter referred to as the "Corrected Improvement Plans") with City Engineer. Such Corrected Improvement Plans shall be prepared by the Project Engineer and shall show the actual constructed location of all public improvements within the Site Plan including the horizontal and vertical location of all water, sewer and storm drain lines, individual building service lines curb and gutter alignment and street grades. Such Corrected Improvement Plans shall also specifically show all changes between the Final Improvement Plans and the public improvements as actually constructed. The Project Engineer shall also certify upon the Corrected Improvement Plans that such Corrected Improvement Plans correctly show all public improvements as actually constructed and that such public improvements have been constructed in accordance with the Standard Specifications in effect at the time such construction was accomplished. The Project Engineer shall also deliver to City Engineer all compaction reports, daily construction logs, reports, written tests, analysis and other data as may be necessary to verify or support the certification of the Project Engineer.

7. Acceptance of Site Plan. Upon satisfactory completion of such public improvements and facilities, DEVELOPER's delivery of Corrected Improvement Plans and the filing and approval by CITY of a final plat, CITY will accept that portion of the Site Plan for which a final plat has been approved. Such acceptance shall not be valid unless expressly acknowledged in writing by City Engineer. Except as otherwise expressly provided in the Special Conditions, upon acceptance of any phase or division within the Site Plan, CITY shall assume ownership and control of all public facilities within any dedicated street or public utility right-of-way within the Site Plan and shall execute and record an instrument documenting such acceptance and that also references the recording information for this AGREEMENT and thereby releasing the Site Plan, or the accepted portion thereof, from the encumbrances of this AGREEMENT. Acceptance of the Site Plan Improvements and recording the acceptance instrument shall not be deemed as a waiver of DEVELOPER's agreement herein to fully and completely perform the terms and conditions of this AGREEMENT, or as a waiver or release of the warranty set forth below in this AGREEMENT.

8. Warranty. DEVELOPER warrants that the materials and workmanship employed in the construction of all public improvements within the Subdivision shall be good and sound, and shall conform to generally accepted standards within the construction industry. Such warranty shall extend for a period of one (1) year after acceptance of any phase or division of the Subdivision within which such improvements are located, by CITY, provided nothing herein shall limit the time within which CITY may bring an action against DEVELOPER on account of DEVELOPER's failure to construct such improvements in accordance with this AGREEMENT, the Improvement Plans or the Standard Specifications. DEVELOPER, and DEVELOPER's heirs, successors and assigns, shall and do hereby respectively warrant and agree, to defend the quiet and peaceful possession of CITY in all easements, rights-of-way, street dedications or other estates conveyed pursuant to the terms of this AGREEMENT or pursuant to the subdivision plat which is the subject hereof, from and against all claims against DEVELOPER and DEVELOPER's successors or

assigns, respectively, and against every person whomsoever who lawfully holds, or who later lawfully claims to have held, rights in the premises by or through DEVELOPER and DEVELOPER's successors or assigns, respectively, as of the date of this AGREEMENT.

9. Water and Sewer Main Connection Charges. DEVELOPER agrees to pay to CITY at the time any separate sanitary sewer service or culinary water service connection to CITY sanitary sewer system or culinary water system is requested, all connection fees, main connection charges, and main charges as set forth in the City Code in effect at the time such request for service is made.

10. Failure to Pay Fees. In the event DEVELOPER fails or refuses to pay any of the fees, charges or costs set forth herein, CITY may disannex any property owned by DEVELOPER within the Subdivision or declare the entire unpaid balance immediately due and payable and collect such sums in the manner provided by law, or may pursue any other remedy set forth herein or as may be available at law or in equity. All such remedies shall be cumulative and CITY may pursue the same separately or simultaneously as it deems necessary or appropriate. In the event of such acceleration, all sums due shall bear interest at the rate established by law for judgments entered in the State of Idaho, commencing on the date the unpaid amount is declared immediately due and written demand therefor is delivered to DEVELOPER.

11. Participation by CITY. The parties agree that those portions of the water main, the sanitary sewer line, storm drains and street section work (hereafter collectively referred to as the "Shared Work"), the cost of which CITY has expressly agreed to pay pursuant to the Special Conditions, including any water or sewer line or storm line extensions, increased line size or capacity and road width or thickness, are required because of future service needs originating from properties not owned by DEVELOPER and located within the vicinity of the Subdivision, and that sound planning requires construction thereof at the present time in order to accommodate future expansion and development. In recognition of the cost savings which can be accomplished by construction of such excess capacity and improvements concurrently with the facilities to be constructed for DEVELOPER's purposes, and the impracticality or impossibility of constructing such excess capacity and improvements separately or at a later time, DEVELOPER agrees to design and construct such facilities subject to CITY's agreement to reimburse DEVELOPER for a portion of such costs, all as set forth in the Special Conditions. Prior to the commencement of the Shared Work, DEVELOPER shall obtain and deliver to CITY three (3) independent bona fide bids for the performance of such work from qualified and responsible contractors. Such bids shall be solicited and itemized in a manner which allows clear and specific identification of that portion of the construction work for which CITY is responsible. CITY shall have no obligation to pay for any portion of the costs of the Shared work unless prior to the commencement of the work, the parties have expressly agreed in writing to a specific amount for which CITY will reimburse the DEVELOPER. Payment of such costs by CITY shall be due within thirty (30) days from acceptance of the Subdivision by CITY and delivery of an itemized statement to CITY setting forth in detail the total amount of the costs for which CITY is responsible.

12. Special Conditions. In recognition of the unique circumstances relative to this Subdivision the parties agree to the Special Conditions attached hereto as Exhibit "B" and by this reference made a part hereof.

13. Irrigation Facilities. DEVELOPER shall relocate or reconstruct, at DEVELOPER's expense, all ditches, headgate structures, culverts, siphons, drywells or other similar appurtenant structures that will be impaired or otherwise disturbed by the construction of this Subdivision. DEVELOPER shall also obtain the consent of all persons or entities who have any water right or control over such structures. DEVELOPER shall also indemnify and hold CITY harmless from any action, claim, demand or cost of any kind, including attorney's fees and court costs, arising from the relocation or reconstruction of such facilities or DEVELOPER's failure to properly relocate or reconstruct such facilities.

14. Relocation of Power Lines. DEVELOPER shall relocate at its expense, all existing electric utility poles or other utility lines or fixtures necessary to construct the public improvements within this Subdivision as shown on the Improvement Drawings.

15. Construction Schedule Change. Any modification to the public improvements shown in the Improvement Drawings or to the construction phase limits shall be approved by City Engineer. Prior to said approval, revised Improvement Drawings shall be resubmitted to City Engineering Department showing the proposed changes.

16. Taxes and Assessments. DEVELOPER shall pay all real property taxes and assessments levied or assessed against any interest in real property which DEVELOPER has agreed to convey to CITY pursuant to this AGREEMENT up to the date the final Site Plan plat for this Site Plan is recorded. Such taxes and assessments shall be paid prior to the acceptance by CITY of the public improvements within any phase or division of the Site Plan.

17. Occupancy. No building or structure within the Site Plan shall be used or occupied for any purpose other than for the construction of such building or structure, unless a final plat has been filed and approved and all public improvements within the plat have been completed and accepted by City Engineer. CITY may withhold Certificates of Occupancy until all such work has been completed. Nothing herein shall prevent the use of a model building for the purpose of DEVELOPER's sales promotional efforts provided the building is not occupied for any other commercial or industrial purposes.

18. Default. In the event DEVELOPER fails to comply with the terms and conditions hereof in any material respect, CITY may, without further notice to DEVELOPER, exercise any or all of the following remedies:

A. Withhold the issuance of any building permit or certificate of occupancy for any structure located within any phase or division of the Site Plan affected by such default;

B. Withhold the connection of water, sewer or electric service to any property located within any phase or division of the Site Plan affected by such default;

C. Refuse to accept public ownership and maintenance of public improvements within any phase or division of the Site Plan affected by such default and record a notice of such action with the Bonneville County Recorder's office;

D. Issue a stop work order for any building under construction within any phase or division of the Site Plan affected by such default;

E. Withhold reimbursement of Site Plan inspection fees collected pursuant to the Idaho Falls City Code; and

F. Bring an action for damages, injunctive relief, specific performance or any other remedy available at law or in equity.

19. Notices. Any notice required by this AGREEMENT shall be mailed to the receiving party at the address set forth above or such other address as may be delivered to the sending party in writing. Such notice shall be mailed by certified mail, return receipt requested, postage prepaid and addressed as set forth above and shall be deemed received upon its deposit in the United States mail in such manner.

20. Recording and Recording Fees. CITY may record this AGREEMENT with the Bonneville County Recorder's office and prior to the execution and approval of this AGREEMENT, DEVELOPER shall pay to CITY all recording fees necessary to record this AGREEMENT with the Bonneville County Recorder's office. Prior to the approval of any final plat within the Site Plan, DEVELOPER shall pay to CITY all recording fees necessary to record such final plat with the Bonneville County Recorder's office.

21. Irrigation District Release. Prior to the approval of the Site Plan plat, DEVELOPER shall: (i) include a statement on the Site Plan plat that the property subject to this AGREEMENT has been excluded from the applicable irrigation district and reference the district's exclusion order by recording date and instrument number; or (ii) obtain a certification upon the Site Plan plat signed by any irrigation district, canal company, ditch association or other similar water delivery entity who provides or delivers water to any property located within the Site Plan. This certification shall contain a statement certifying that the property subject to this AGREEMENT has been excluded from the irrigation district, canal company, ditch association or other similar water delivery entity who provides or delivers water to any property located within the Site Plan

or the water rights for all property within the Site Plan have been transferred from such property and that all liens and assessments of such water delivery entity have been satisfied and released.

22. Compliance With Applicable Law and Regulation. DEVELOPER agrees to comply with all applicable rules, regulations, Ordinances, Resolutions, statutes or administrative laws having applicability to development to this Site Plan and or phase of this Site Plan including, of those of CITY, Bonneville County, the State of Idaho, the United States of America, or any agency or political subdivisions thereof having jurisdiction over the Site Plan and to obtain any permits, licenses, permissions, authorizations, etc., that are required for such development.

23. Conflict With Standard Specifications. In the event of any conflict between the terms of this AGREEMENT or the Improvement Plans and the Standard Specifications, the terms of this AGREEMENT or the Improvement Plans shall prevail over any contrary provision of the Standard Specifications. In the event of any conflict between the terms of this AGREEMENT and the Improvement Plans, the terms of this AGREEMENT shall prevail.

24. Covenants Appurtenant to the Land. All covenants and conditions set forth herein shall be appurtenant to and run with the Site Plan and shall be binding upon DEVELOPER's heirs, successors or assigns.

25. Governing Law. 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 District of the State of Idaho, Bonneville County or in the United States District Court for the District of Idaho.

26. 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 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.

27. Certification of No Chinese Ownership. 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.

27. Non-Discrimination. DEVELOPER 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.

28. Entire Agreement. This writing evidences the final and complete agreement between the parties and no other prior statement, representation or understanding shall be binding upon the parties unless expressly set forth herein.

29. Effective Date. This AGREEMENT shall become valid and binding only upon its approval by CITY Council of CITY and upon its execution by the Mayor.

INWITNESS WHEREOF, the Parties have hereunto set their hands and seals this day and year first above written.

ATTEST:

CITY OF IDAHO FALLS, IDAHO

_____
Corrin Wilde, City Clerk

By _____
Rebecca L. Noah Casper, Ph.D., Mayor

KAMAKA AFFORDABLE HOUSING, LLC.

By _____
Jarom Johnson, CEO

STATE OF IDAHO )
) ss.
County of Bonneville )

On this _____ day of _____, 2024, 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 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.

_____
Notary Public of Idaho
(Seal) Residing at: _____
My Commission Expires:_____

STATE OF UTAH )
) ss:
County of Cache )

On this 23rd day of August, 2024, before me, the undersigned, a notary public, in and for said State, personally appeared Jarom Johnson, known or identified to me to be an authorized signator and 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 said developer.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year in this certificate first above written.

ERICA J FITZGERALD
Notary Public State of Utah
My Commission Expires on:
March 07, 2026
Comm. Number: 723424

(Seal)

Erica J Fitzgerald
Notary Public of ~~Idaho~~ Utah
Residing at: Logan, Cache, Utah
My Commission Expires: March 07, 2026

**EXHIBIT "A"**
**PROPERTY**

**LEGAL DESCRIPTION**
**YELLOWSTONE APARTMENTS**

A PARCEL OF LAND LOCATION IN, AND ADJACENT TO, BLOCK 1 OF HODSON ADDITION, THE PLAT FOR WHICH IS RECORDED AS INSTRUMENT# 454386 IN THE OFFICIAL RECORDS OF BONNEVILLE COUNTY, WHICH PARCEL IS ALSO LOCATED IN SECTION 9, TOWNSHIP 2 NORTH, RANGE 38 EAST, BOISE MERIDIAN, BONNEVILLE COUNTY, IDAHO, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWESTERLY CORNER OF LOT 5 IN SAID BLOCK 1 AND RUNNING THENCE ALONG THE NORTHWESTERLY RIGHT-OF-WAY LINE OF WOODRUFF CIRCLE THE FOLLOWING 3 COURSES:

THENCE SOUTH 60° 06' 17" WEST 28.19 FEET TO THE BEGINNING OF A 360.00 FEET RADIUS TANGENT RIGHT-OF-WAY CURVE CONCAVE TO THE SOUTHEAST;

THENCE SOUTHWESTERLY ALONG THE SAID RIGHT-OF-WAY CURVE THROUGH A CENTRAL ANGLE OF 59° 50' 35" A DISTANCE OF 376.01 FEET (CHORD = SOUTH 30° 11' 00" WEST 359.15 FEET);

THENCE SOUTH 00° 15' 42" WEST 260.23 FEET TO A 5/8" REBAR WITH ALUMINUM CAP LABELED, "A.A. HUDSON, PLS 13173";

THENCE NORTH 89° 44' 18" WEST 230.00 FEET ALONG A LINE PREVIOUSLY SURVEYED AS A PROPERTY AS LINE AS SHOWN ON THE SURVEY RECORDED AS INSTRUMENT# 1764034 IN THE OFFICIAL RECORDS OF BONNEVILLE COUNTY TO A 5/8" REBAR WITH ALUMINUM CAP SET ON THE WEST LINE OF SAID BLOCK 1;

THENCE NORTH 00° 15' 42" EAST 565.10 FEET ALONG THE SAID WEST LINE OF BLOCK 1 TO A FOUND 5/8" REBAR WITH BLUE PLASTIC CAP LABELED, "PLS 12222";

THENCE NORTH 25° 55' 53" WEST 191.88 FEET TO A FOUND 5/8" REBAR WITH A YELLOW PLASTIC CAP LABELED, "PLS 9369" SET ON THE SOUTHERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY 191, SAID POINT BEING ON A 11399.16 FEET RADIUS NON-TANGENT RIGHT-OF-WAY CURVE CONCAVE TO THE SOUTHEAST WHOSE CENTER BEARS SOUTH 32° 06' 19" EAST;

THENCE NORTHEASTERLY ALONG THE SAID RIGHT-OF-WAY CURVE THROUGH A CENTRAL ANGLE OF 01° 52' 12" A DISTANCE OF 372.00 FEET (CHORD = NORTH 58°

49' 47" EAST 372.01 FEET) TO A FOUND 5/8" REBAR WITH NO CAP;

THENCE SOUTH 29° 53' 43" EAST 399.71 FEET ALONG THE WESTERLY LINE OF SAID LOT 5, AND ITS EXTENSION, TO THE POINT OF BEGINNING.

CONTAINING 6.0 ACRES OF LAND.

**EXHIBIT "B"**
**SPECIAL CONDITIONS**
**YELLOWSTONE APARTMENTS**

**S.C. 1.00 Agreement Plat Coordination.** DEVELOPER agrees that this Site Plan was platted in Bonneville County, State of Idaho, prior to annexation of CITY. The conditions of this AGREEMENT are subject to the property identified as Lots 1-3 and Lots 6-9 of Block 1 of Hodson Addition and as defined in the Record of Survey Instrument No. 1765995.

**S.C. 2.00 Traffic Signs.** DEVELOPER agrees to install all street signs designating the names of all streets within the Site Plan. Street signs designating the name of public streets shall be constructed with white letters over green background. Street signs designating the name of private streets shall be constructed with white lettering over blue background. Such signs shall be installed in the manner and locations as directed by CITY's Engineer.

**S.C. 3.00 Access to Woodruff Circle.** Access to Woodruff Circle shall be in accordance with the Bonneville Metropolitan Planning Organization ("BMPO") Access Management Plan.

**S.C. 4.00 Existing Infrastructure.** When it is necessary to move or remove existing infrastructure not belonging to CITY and not within CITY right-of-way, DEVELOPER shall coordinate such activities with the applicable owner, (e.g., poles owned by Pacificorp, dba Rocky Mountain Power). Any existing electrical infrastructure owned by Pacificorp, dba Rocky Mountain Power, will require a buy-out from DEVELOPER prior to receipt of electrical service from CITY. Request for the buy-out, if any, is to be initiated by DEVELOPER after annexation.

**S.C. 5.00 Construction of Idaho Falls Power and Idaho Falls Fiber Infrastructure.** DEVELOPER shall, at DEVELOPER's sole expense, install all power infrastructure as described and illustrated on the Idaho Falls Power approved and signed contractor's map provided and reviewed by Idaho Falls Power. All power infrastructure installation shall conform with Idaho Falls Power's service policy. Typical power trench installation shall have a warranty of workmanship of one (1) year beginning at the time of CITY's final acceptance. However, if power infrastructure is installed during winter conditions (where frost is evident in the ground and backfill has the potential to be frozen earth) the warranty of workmanship shall be extended to two (2) full years beginning at the time of CITY's final acceptance. DEVELOPER shall incur all costs associated with Idaho Falls Power/Idaho Falls Fiber crews removing infrastructure in order to remedy settling. This includes, but is not limited to, all settlement of trenching, transformer bases, fiber boxes, and/or conduit separation.

**S.C. 6.00 Storm Drainage.** Storm Drainage shall be designed and constructed to accommodate drainage of the lots within the Site Plan by DEVELOPER. The storm drainage system shall meet CITY's Storm Drainage Policy. The storm system shall be constructed as shown on the CITY-approved Improvement Drawings. DEVELOPER shall provide for the installation of grass and an irrigation system, at DEVELOPER's sole expense, to serve this Site Plan. Maintenance of the storm system shall be the responsibility of DEVELOPER or DEVELOPER's heirs, successors, or assigns.

**S.C. 7.00 Construction of Water Lines.** DEVELOPER shall, at DEVELOPER's sole expense, design and construct One Thousand Thirty-Five feet (1035') of Twelve-inch (12") [291 feet in Woodruff Circle, 278 feet in N. Yellowstone Highway and 466 feet onsite] and One Thousand Nine

Hundred Thirty feet (1930') of Eight-inch (8") (Woodruff Circle) water main line, as shown on the improvement drawings and site plans approved by and on file with CITY Engineer. DEVELOPER shall design and construct, at DEVELOPER's sole expense, all water mains and appurtenances within the Site Plan in accordance with CITY Standard Drawings and Engineering Specifications and as shown on the Improvement Drawings filed with and approved by CITY Engineer, and upon completion thereof, DEVELOPER shall furnish CITY with a certificate signed by a licensed professional engineer, certifying that the water mains and appurtenances have been constructed in accordance with such Specifications. CITY agrees to reimburse DEVELOPER that portion of the costs of materials for the Twelve inch (12") main line which exceeds the costs of materials for an eight inch (8") water main line, subject to the limitations and bid procurement requirements of this AGREEMENT.

**S.C. 8.00 Reimbursement of Water Main.** Upon connection of water service to any property owned by any person other than DEVELOPER and fronting upon that portion of the Woodruff Circle right-of-way in which DEVELOPER has constructed a water main line, CITY shall, to the extent permitted by law, and upon written request of DEVELOPER, pay to DEVELOPER all water main connection charges collected by CITY from the owners of such property, pursuant to Section 8-4-14(C), City Code, as the same currently exists or may be amended hereafter. Such right to reimbursement shall terminate with respect to any water main charge collected by CITY after the expiration of ten (10) years from the date of this AGREEMENT.

**S.C. 9.00 Sewer Main Connection Fee (Woodruff Circle).** CITY agrees to allow DEVELOPER to connect to the sewer previously constructed within the Site Plan, subject to DEVELOPER's payment of the sewer main connection charge pursuant to section 8-1-23(C) of the City Code in the amount of Fifteen Thousand Two Hundred Twenty-Eight Dollars ($15,228.00; 564 feet; currently at $27.00 per foot). Mainline connection fee costs are subject to adjustment when CITY's fee resolution is adjusted from time to time by Council. This fee amount is subject to fee adjustments at time of building permit application. Pursuant to section 8-1-23(B) of the City Code, DEVELOPER or DEVELOPER's heirs or assigns shall also pay individual sewer connection fees each time an individual sewer service line is connected to CITY's sewer system. Such fees shall be paid in the amounts and manner set forth in such Code Section.

# Memorandum

**File #:** 24-333 **City Council Meeting**

**FROM:** Chris H Fredericksen, Public Works Director
**DATE:** Wednesday, September 4, 2024
**DEPARTMENT:** Public Works

**Subject**
Bid Award - Rogers Street Improvements - Fountainview Drive to Carnival Way

**Council Action Desired**
☐ Ordinance ☐ Resolution ☐ Public Hearing
☒ Other Action (Approval, Authorization, Ratification, etc.)
Approve the plans and specifications; award to the lowest responsive, responsible bidder, Knife River Corp. in the amount of $127,827.00; and give authorization for the Mayor and City Clerk to execute the necessary documents (or take other action deemed appropriate).

**Description, Background Information & Purpose**
On Tuesday, September 3, 2024, bids were received and opened for the Rogers Street Improvements - Fountainview Drive to Carnival Way project. The tabulation of bid results is attached. The purpose of the proposed bid award is to contract with the lowest bidder to reconstruct a portion of roadway within Tautphaus Park.

**Alignment with City & Department Planning Objectives**



☐ ☐ ☐ ☐ ☐ ☐ ☐ ☒

This project supports the community-oriented result of reliable public infrastructure by investing in the reconstruction of roadway through Tautphaus Park.

**Interdepartmental Coordination**
Project reviews have been conducted with all necessary city departments to ensure coordination of project activities.

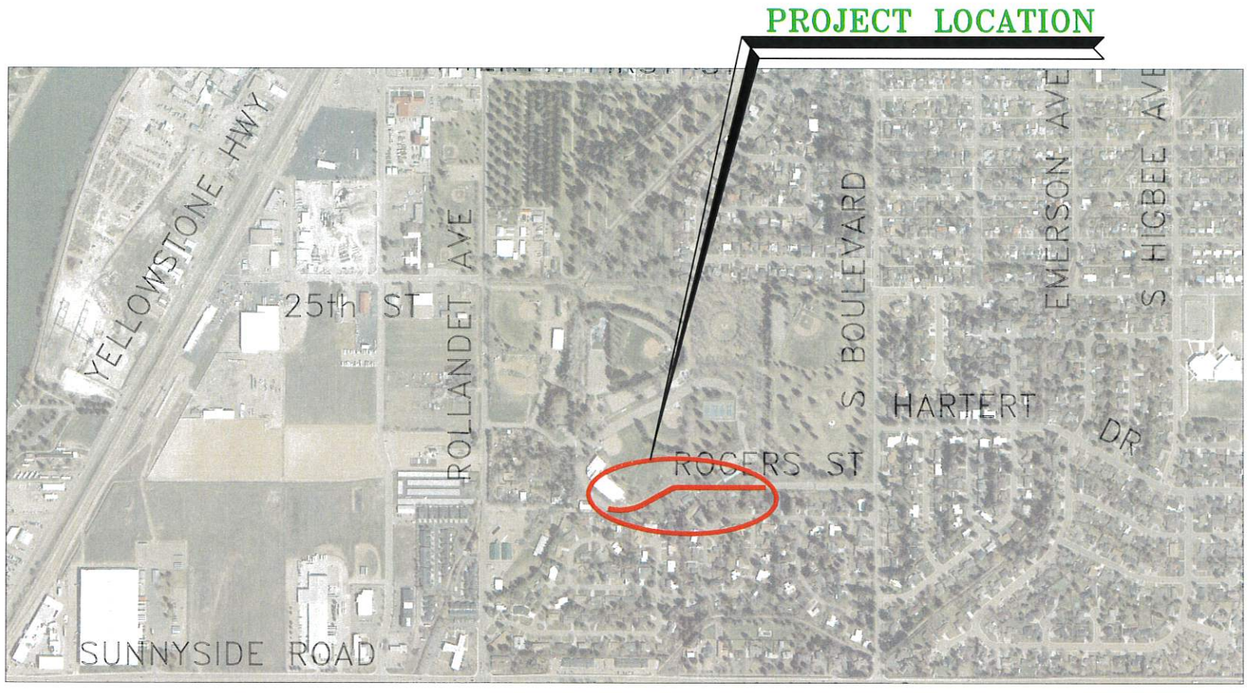
**Fiscal Impact**
Cost allocation for this project will come from Parks and Recreation funds. Sufficient funding and budget authority exist for completion of the proposed improvements.

**Legal Review**

The Legal Department reviewed the bid process and concurred that the Council action desired is compliant with Idaho State Statutes.

2-38-20-2-PRK-2024-21
2024-042

# ROGERS ST IMPROVEMENTS
# (FOUNTAINVIEW DR TO CARNIVAL WAY)
## CITY PROJECT # 2-38-20-2-PRK-2024-21










**MAYOR**

Rebecca L. Noah Casper

**CITY COUNCIL**

Michelle Ziel-Dingman
Lisa Burtenshaw
Kirk Larsen
Jim Francis
John B. Radford
Jim Freeman

**ENGINEERING DIVISION**

**PUBLIC WORKS DIRECTOR**
Chris H. Fredericksen, P.E.

**ASSISTANT PUBLIC WORKS DIRECTOR**
Chris Canfield, P.E.

2024

PROFESSIONAL ENGINEER
REGISTERED
10551
8/16/24
STATE OF IDAHO
CHRIS CANFIELD

| AS BUILT DATE / BY: ____ / ____ | IDAHO FALLS PUBLIC WORKS |
|---|---|
| SCALE SHOWN IS FOR SHEET 11 x 17 ONLY | |
| ENGINEERING DIVISION | Rogers St. Improvements (Fountainview Dr to Carnival Way) Title Page |

| CHECKED BY: | DESIGN TECH: | DATE PLOTTED: | SHEET NO. |
|---|---|---|---|
| RS | RS | 8/15/2024 | 1 OF 5 |

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# City of Idaho Falls

## Engineering Division

## Engineer's Estimate

***Project:*** Rogers St Improvements (Fountainview Dr to Carnival Way) ***Number:*** 2-38-20-2-PRK-2024-21

***Submitted:*** Chris Canfield ***Date:*** June 28, 2024

| Reference Number | Description | Estimated Quantity | Unit | Engineer's Estimate | | Knife River Corporation | | 3H Construction | | HK Contractors | | Sunroc Corp, DBA Depatco | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | Unit Price | Total Amount | Unit Price | Total Amount | Unit Price | Total Amount | Unit Price | Total Amount | Unit Price | Total Amount |
| | **DIVISION 200 - EARTHWORK** | | | | | | | | | | | | |
| 201.4.1.D.1 | Removal of Concrete | 35 | SY | $25.00 | $875.00 | $24.50 | $857.50 | $65.00 | $2,275.00 | $25.00 | $875.00 | $63.00 | $2,205.00 |
| 202.4.1.A.1 | Excavation | 595 | CY | $15.00 | $8,925.00 | $25.00 | $14,875.00 | $50.00 | $29,750.00 | $45.00 | $26,775.00 | $48.00 | $28,560.00 |
| | **DIVISION 800 - AGGREGATES & ASPHALT** | | | | | | | | | | | | |
| 802.4.1.A.1 | Crushed Aggregate for Base Type 1 | 578 | CY | $60.00 | $34,680.00 | $64.00 | $36,992.00 | $55.00 | $31,790.00 | $71.00 | $41,038.00 | $71.00 | $41,038.00 |
| 810.4.1.A.1 | Plant Mix Pavement 1/2", PG 58-28, SP2 | 404 | TON | $120.00 | $48,480.00 | $140.00 | $56,560.00 | $145.00 | $58,580.00 | $142.00 | $57,368.00 | $142.50 | $57,570.00 |
| | **DIVISION 1100 - TRAFFIC SIGNALS & STREET LIGHTING** | | | | | | | | | | | | |
| 1105.4.1.F.1 | Remove and Replace Traffic Sign | 3 | EA | $300.00 | $900.00 | $1,500.00 | $4,500.00 | $1,500.00 | $4,500.00 | $1,825.00 | $5,475.00 | $2,210.00 | $6,630.00 |
| | **DIVISION 2000 - MISCELLANEOUS** | | | | | | | | | | | | |
| 2030.4.1.A.1 | Manhole, Adjust to Grade | 4 | EA | $1,200.00 | $4,800.00 | $1,350.00 | $5,400.00 | $1,000.00 | $4,000.00 | $1,200.00 | $4,800.00 | $1,455.00 | $5,820.00 |
| 2050.4.1.C.1 | Subgrade Separation Geotextile, Type 2 | 3457 | SY | $2.00 | $6,914.00 | $2.50 | $8,642.50 | $3.00 | $10,371.00 | $2.50 | $8,642.50 | $3.95 | $13,655.15 |
| | **TOTAL** | | | | **$105,574.00** | | **$127,827.00** | | **$141,266.00** | | **$144,973.50** | | **$155,478.15** |

# Memorandum

**File #:** 24-338 **City Council Meeting**

**FROM:** Chris H Fredericksen, Public Works Director
**DATE:** Thursday, September 5, 2024
**DEPARTMENT:** Public Works

**Subject**
Easement Vacation - Public Water Easement Established as Part of Instrument No. 1767974

**Council Action Desired**
☒ Ordinance ☐ Resolution ☐ Public Hearing
☐ Other Action (Approval, Authorization, Ratification, etc.)
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 (or consider the ordinance on the first reading, reject the ordinance, or take other action deemed appropriate).

**Description, Background Information & Purpose**
The owner of the property in question has requested vacation of the easement depicted in the attached exhibit and as described in the Ordinance. City staff members have reviewed the request and recommend approval.

**Alignment with City & Department Planning Objectives**



☐ ☐ ☒ ☐ ☐ ☐ ☐ ☐

This easement vacation supports the community-oriented result of well-planned growth and development by allowing the property owner to better utilize their property.

**Interdepartmental Coordination**
Applicable departments have reviewed and recommended approval of the proposed vacation.

**Fiscal Impact**
N/A

**Legal Review**
The vacation Ordinance was prepared by the Legal Department.

2024-043



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**ORDINANCE NO. 2024-**

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.

WHEREAS, the owners have requested that the City vacate a portion of a public water easement that was platted on Willard-Warr Addition Division No. 1 First Amended, Instrument No. 1767974; and

WHEREAS, the property is no longer being used in its original configuration; and

WHEREAS, the construction of a new building requires the realignment of the water mainline; and

WHEREAS, it is in the best economic interest of the City to vacate the easement and allow the redevelopment the property.

NOW THEREFORE, BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF IDAHO FALLS, IDAHO, AS FOLLOWS:

**SECTION 1.** Vacation. A parcel of land located in the Southwest Quarter of Section 20, Township 2 North, Range 38 East, Boise Meridian, Bonneville County, Idaho, as described and illustrated in Exhibits “A” and “B” of this Ordinance.

**SECTION 2.** Exceptions from Vacation. Vacation of property described in Section 1 of this Ordinance shall not include any other underlying easement or any franchise rights that are not described in Section 1 above.

**SECTION 3.** Easement Vacation. Council deems it expedient for the public good and to be in the best interests of the adjoining property and declares that the property described in Section 1 of this Ordinance be in the same is hereby vacated in its entirety to the extent it is owned by Lowe's Home Centers, LLC, a North Carolina Limited Liability Company, Successors-by-Merger to Lowe's HIW, INC., a Qualified Washington Corporation, the underlying property owner. The mailing address for the property owner is 1000 Lowe's Boulevard, Mooresville, North Carolina 28117.

**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.

ATTEST:

_____ _____

Corrin Wilde, City Clerk Rebecca L. Noah Casper, Ph.D., Mayor

(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 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."

_____
Corrin Wilde
(SEAL) City Clerk

EXHIBIT "A"

Kimley»Horn

August 14, 2024

***Waterline Easement Vacation Description***

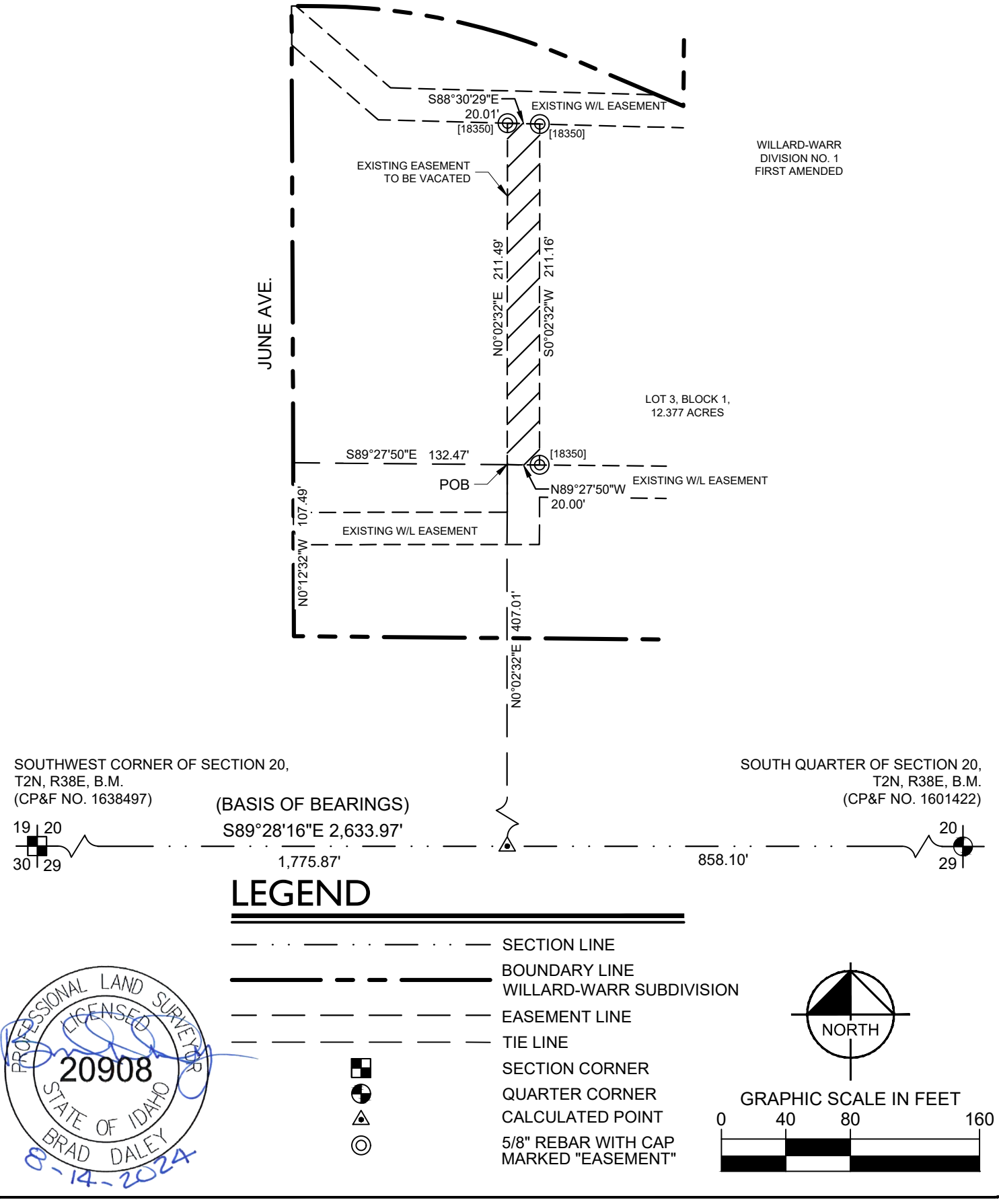
**A parcel of land located in the Southwest Quarter of Section 20, Township 2 North, Range 38 East, Boise Meridian, Bonneville County, Idaho, being more particularly described as follows:**

**Commencing at the Southwest Corner of Section 20, Township 2 North, Range 38 East, Boise Meridian, Bonneville County, Idaho from which the South Quarter Corner of said Section 20 bears South 89°28'16" East 2,633.97 feet;**

**Thence South 89°28'16" East 1,775.87 feet along the South line of said Section 20 to a point and North 00°02'32" East 407.01 feet the REAL POINT OF BEGINNING of this description, said point also being North 00°12'32" West 107.49 feet and South 89°27'50" East 132.47 feet from the western and most southern corner along June Ave., of Lot 3, Block 1, of the Willard-Warr Addition, Division No. 1, First Amended subdivision plat;**

**Thence North 00°02’32” East, 211.49 feet to a found 5/8” rebar with cap;**
**Thence South 88°30’29” East, 20.01 feet to a found 5/8” rebar with cap;**
**Thence South 00°02’32” West, 211.16 feet to a found 5/8” rebar with cap;**
**Thence North 89°27’50” West, 20.00 feet to the REAL POINT OF BEGINNING of this description.**






# LEGEND

- SECTION LINE
- BOUNDARY LINE
  WILLARD-WARR SUBDIVISION
- EASEMENT LINE
- TIE LINE
- SECTION CORNER
- QUARTER CORNER
- CALCULATED POINT
- 5/8" REBAR WITH CAP
  MARKED "EASEMENT"

NORTH

GRAPHIC SCALE IN FEET

0 40 80 160

PROFESSIONAL LAND SURVEYOR
LICENSED
20908
STATE OF IDAHO
BRAD DALEY
8-14-2024

K:\BOI_Civil\093560030 Lowe's - Idaho Falls_Project Files\KH-Survey\Cad\093560030-Lowes-Idaho Falls.dwg Vacation Easement Aug 14, 2024 1:41pm by: Brad.Daley

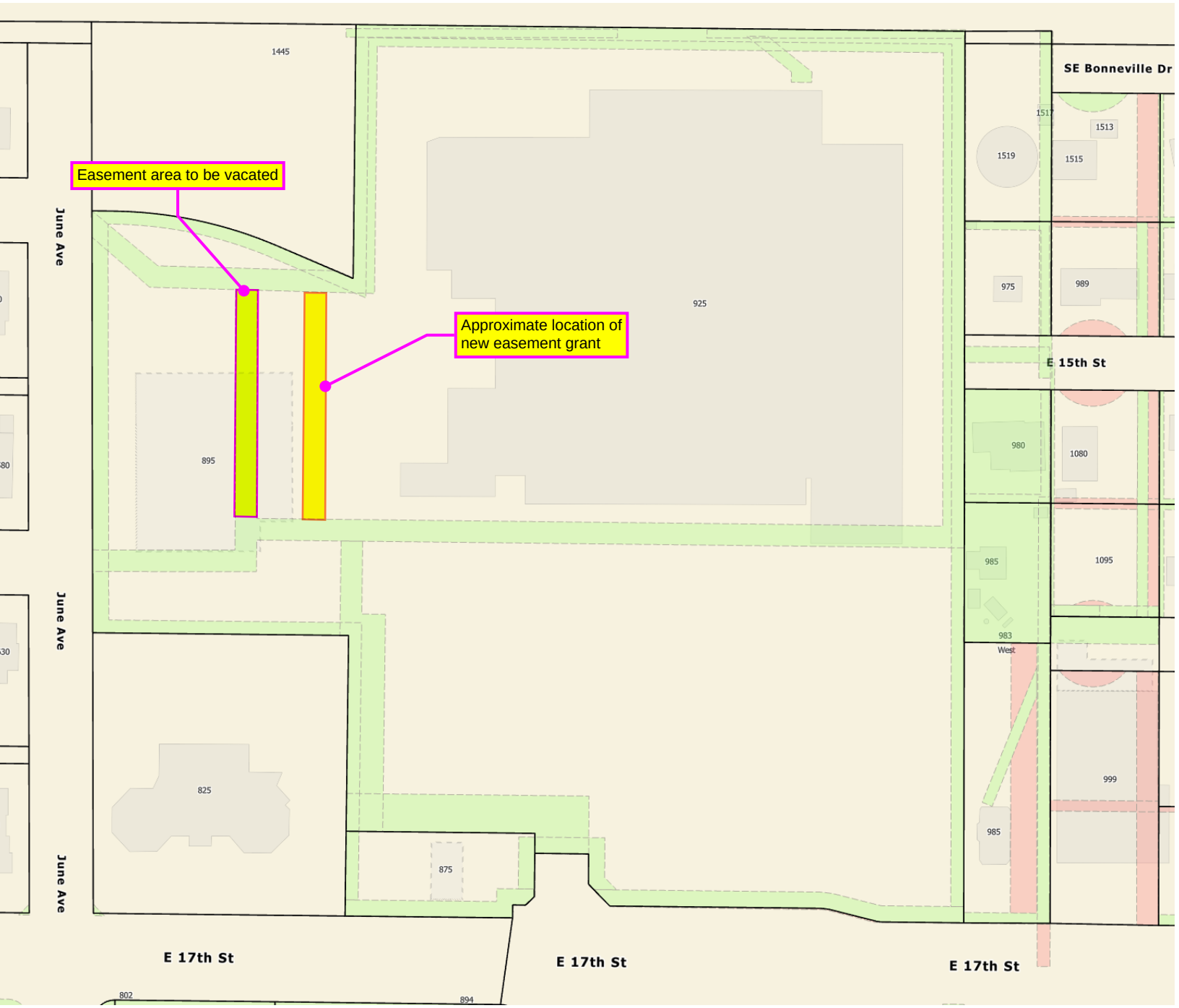

Kimley»Horn
1100 W. IDAHO STREET
SUITE 210
BOISE, IDAHO 83702
PHONE: (208) 297-2885
www.kimley-horn.com


PROJECT:
*WATERLINE EASEMENT VACATION*

TITLE:
*EXHIBIT "B"*

| | |
|---|---|
| JOB NO.: | 093560030 |
| SCALE: | 1" = 80' |
| DATE: | 8/14/2024 |
| SHEET: | SHEET 2 OF 2 |


THIS DOCUMENT, TOGETHER WITH THE CONCEPTS AND DESIGNS PRESENTED HEREIN, AS AN INSTRUMENT OF SERVICE, IS INTENDED ONLY FOR THE SPECIFIC PURPOSE AND CLIENT FOR WHICH IT WAS PREPARED. REUSE OF AND IMPROPER RELIANCE ON THIS DOCUMENT WITHOUT WRITTEN AUTHORIZATION AND ADAPTATION BY KIMLEY-HORN AND ASSOCIATES, INC. SHALL BE WITHOUT LIABILITY TO KIMLEY-HORN AND ASSOCIATES, INC. COPYRIGHT KIMLEY-HORN AND ASSOCIATES, INC., 2017


Easement area to be vacated
Approximate location of new easement grant
SE Bonneville Dr
E 15th St
June Ave
June Ave
June Ave
E 17th St
E 17th St
E 17th St
1445
925
895
825
875
1519
1515
1513
1517
975
989
980
1080
985
1095
983
West
999
985
802
894

# Memorandum

**File #:** 24-339 **City Council Meeting**

**FROM:** Chris H Fredericksen, Public Works Director
**DATE:** Thursday, September 5, 2024
**DEPARTMENT:** Public Works

**Subject**
Change Order 1 with Iron Horse Trucking for Wastewater Sludge Hauling

**Council Action Desired**
☐ Ordinance ☐ Resolution ☐ Public Hearing
☒ Other Action (Approval, Authorization, Ratification, etc.)
Approval of the Change Order and authorization for the Mayor to sign the necessary documents (or take other action deemed appropriate).

**Description, Background Information & Purpose**
Attached for consideration is a Change Order with Iron Horse Trucking for the sludge hauling contract with the Wastewater Division. The Change Order provides an extension of time to December 15, 2024, and increases the quantity for the sludge haul.

**Alignment with City & Department Planning Objectives**



☐ ☐ ☐ ☐ ☐ ☐ ☒ ☐

The Change Order supports the community-oriented result of environmental sustainability by providing for additional sludge hauling in compliance with our wastewater discharge permit.

**Interdepartmental Coordination**
N/A

**Fiscal Impact**
Sludge hauling is a standard line item included within the annual Wastewater Division's budget. The original contract for sludge hauling was for $237,375.00 and the anticipated cost of implementing this Change Order is $300,042.00. Sufficient budget and spending authority exist to process this Change Order.

**Legal Review**

The Legal Department has reviewed the Change Order.

2024-044



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CITY OF IDAHO FALLS
ENGINEERING DEPARTMENT

**Contract Change Order**

Project: Sludge Haul
Project No: Bid IF 24-01
Date: **September 5, 2024**

Change Order No: **1**
Page Number: 1

**To: Iron Horse Trucking**

You are directed to perform the following changes or additional work, which were not included in the plans and specifications of your Contract:

1.1 Adjust Schedule of Work reference in the minimum Specifications per the following:

On Page 7 of 21 Schedule of Work, delete the last sentence of the first paragraph and replace it with "Liquid wastewater biosolids hauling under this contract will terminate by December 15, 2024".

1.2 Increase the contract amount of biosolids haul from 125,000 kgal-mi to 283,000 kgal-mi at the contract bid price of $1.899 per kgal-mi, for a net contract increase of $300,042.

Contract Time Adjustment: **15** Calendar Days
New Contract Completion Date: **December 15, 2024**
Contract Amount Prior to Change Order: **$237,375.00**
Total Estimated Increase in Contract Amount: **$300,042.00**
New Contract Amount: **$537,417.00**

We, the undersigned Contractor, agree that if this proposal is approved, we will perform the work detailed above and accept payment at the prices shown for the respective items, in accordance with the terms of the original contract or as herein provided.

**Contractor Acceptance**

By: Iron Horse Trucking
Contractor

9-5-24
Date

By:
Signature

President Owner
Title

**Approved for City of Idaho Falls**

Date

Mayor

Attest, City Clerk

# Memorandum

**File #:** 24-318 **City Council Meeting**

**FROM:** Pam Alexander, Municipal Services Director
**DATE:** Friday, August 30, 2024
**DEPARTMENT:** Municipal Services

**Subject**
Approval to Write-Off Unpaid Utility Service Accounts

**Council Action Desired**
☐ Ordinance ☐ Resolution ☐ Public Hearing
☒ Other Action (Approval, Authorization, Ratification, etc.)
Approve the write-off of $213,294.74 in unpaid utility service accounts which have been determined as uncollectible (or take other action deemed appropriate).

**Description, Background Information & Purpose**
The recommended write-offs meet the terms of the City's Service Delivery Account Write-Off Policy.

- For the calendar year 2016, a total of $5,084.68 is uncollectible as past state statute.
- For calendar years 2018-2023, a total of $6,315.76 is attributable to bankruptcy.
- For calendars years 2018-2023, $4,844.10 is uncollectable as the accountholder is deceased.
- For calendar years 2018-2019, $197,050.20 is owing to the account holder being deceased with no will (intestate).

Efforts to collect on the accounts have been exhausted and/or deemed uncollectible by the city's contracted collection agency. This year's write-off request is $68,227.66 less than last year's approved write-off request of $281,522.40.

**Alignment with City & Department Planning Objectives**



☐ ☒ ☐ ☐ ☐ ☐ ☐ ☐

The request to write-off the utility service accounts supports the good governance community-oriented result and complies with city policy.

**Interdepartmental Coordination**
Idaho Falls Power General Manager, Public Works Department Director and department staff representatives have reviewed and concurred with the write-off recommendations.

**Fiscal Impact**
The request to write-off unpaid utility service accounts will reduce the city's utility service accounts receivable to reflect accurate revenue collection estimates.

**Legal Review**
The Legal Department concurs that the Council action is complies with State Statute.

| Year | Five-Year Aged without Payment in last 5 Years | | | | |
|---|---|---|---|---|---|
| | Bankrupt | Deceased | Intestate | Other | **Total** |
| 2016 | | | 5,084.68 | | **5,084.68** |
| 2018 | 257.68 | 91.71 | 9,153.31 | 4.87 | **9,507.57** |
| 2019 | 1,049.48 | | 186,175.82 | 1,716.20 | **188,941.50** |
| **Total** | **1,307.16** | **91.71** | **200,413.81** | **1,721.07** | **203,533.75** |

| Year | Bankrupt/Deceased Accounts - Previous Year and Prior | | |
|---|---|---|---|
| | Bankrupt | Deceased | **Total** |
| 2021 | 752.06 | | **752.06** |
| 2022 | 2,470.35 | | **2,470.35** |
| 2023 | 1,786.19 | 4,752.39 | **6,538.58** |
| **Total** | **5,008.60** | **4,752.39** | **9,760.99** |

# Memorandum

**File #:** 24-321 **City Council Meeting**

**FROM:** Pam Alexander, Municipal Services Director
**DATE:** Friday, August 30, 2024
**DEPARTMENT:** Municipal Services

**Subject**
Approval to Write-Off Unpaid Ambulance Service Accounts

**Council Action Desired**
☐ Ordinance ☐ Resolution ☐ Public Hearing
☒ Other Action (Approval, Authorization, Ratification, etc.)
Approve the write-off of unpaid ambulance service accounts for the calendar service dates of 2019, 2020, 2021, 2022 and 2023 determined as past statute or uncollectible for a total of $3,817,804.91 (or take other action deemed appropriate).

**Description, Background Information & Purpose**
The total request for write-off includes calendar year 2023 accounts for Medicare and Medicaid published rates reduced to the maximum allowable rates for a total of $3,197,217.61, or 83% of the total write-off request of $3.8M, with Medicare at 54% of the total and Medicaid at 29%. The remaining 17% of the total or $620,587.30 includes contractual, collection agency, deceased, with no known estate, bankrupt and approved hardship accounts. Last year's write-off approved write-off request was $3,546,926.04, with 86% of the write-off or $3M attributable to Medicare (57%) and Medicaid (29%).

The request complies with the City Service Delivery Account Write-Off Policy where: 1) no payment has been posted to the account within a four-five year period; 2) the city's contracted collections agency determines the account is uncollectible; 3) the account is in the name of a deceased person with no known estate; or 4) the Finance Division or Municipal Services Department Director recommends an account write-off (in whole or part) because of hardship, collectability, payment schedule, difficulty of collection, or another business reason.

**Alignment with City & Department Planning Objectives**



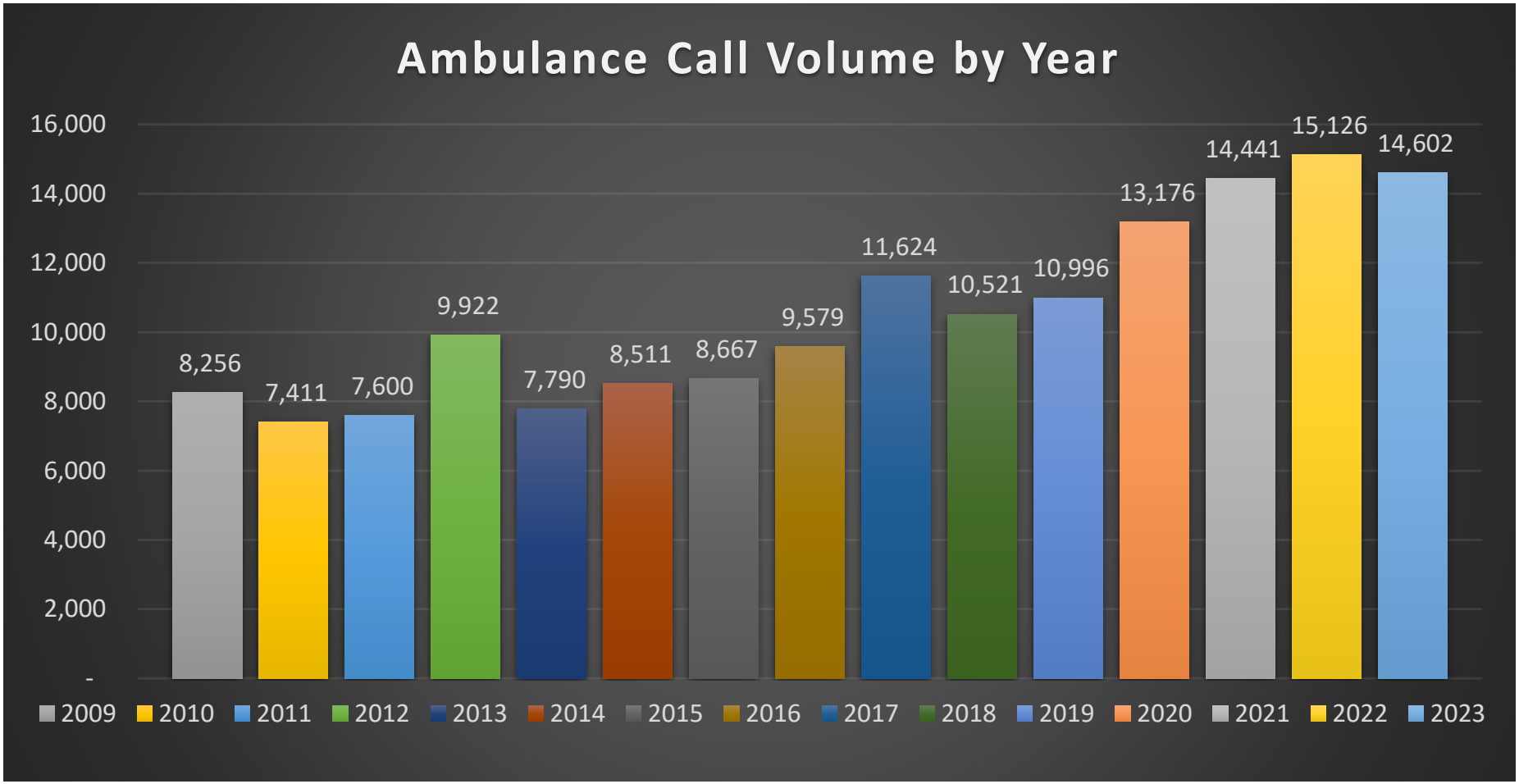
☐ ☒ ☐ ☐ ☐ ☐ ☐ ☐

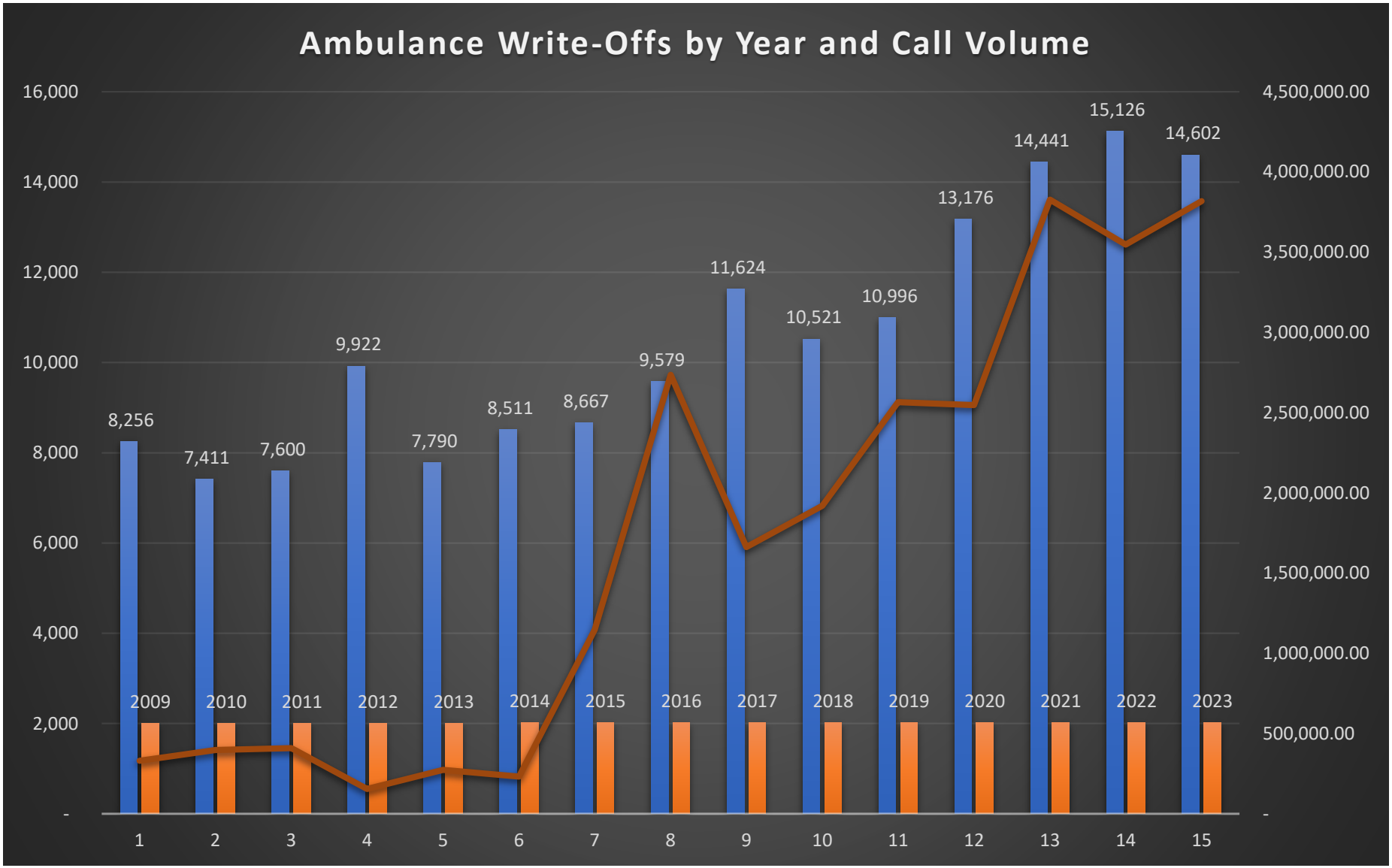
The request to write-off the accounts support the good governance community-oriented result.

**Interdepartmental Coordination**
The unpaid ambulance service accounts and hardship requests are reviewed monthly by the ambulance committee members consisting of Municipal Services and Fire Department staff.

**Fiscal Impact**
The approval of the write-off requests will provide accurate recording of the city's ambulance accounts receivable records.

**Legal Review**
The Legal Department concurs that the Council action complies with State Statute.


Ambulance Call Volume by Year
16,000
14,000
12,000
10,000
8,000
6,000
4,000
2,000
-
8,256
7,411
7,600
9,922
7,790
8,511
8,667
9,579
11,624
10,521
10,996
13,176
14,441
15,126
14,602
2009
2010
2011
2012
2013
2014
2015
2016
2017
2018
2019
2020
2021
2022
2023


Ambulance Write-Offs by Year and Call Volume
16,000
14,000
12,000
10,000
8,000
6,000
4,000
2,000
-
4,500,000.00
4,000,000.00
3,500,000.00
3,000,000.00
2,500,000.00
2,000,000.00
1,500,000.00
1,000,000.00
500,000.00
-
8,256
7,411
7,600
9,922
7,790
8,511
8,667
9,579
11,624
10,521
10,996
13,176
14,441
15,126
14,602
2009
2010
2011
2012
2013
2014
2015
2016
2017
2018
2019
2020
2021
2022
2023
1
2
3
4
5
6
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15

# Memorandum

**File #:** 24-323 **City Council Meeting**

**FROM:** Pam Alexander, Municipal Services Director
**DATE:** Friday, August 30, 2024
**DEPARTMENT:** Municipal Services

**Subject**
Approval to Write-Off Unpaid Miscellaneous Revenue Accounts

**Council Action Desired**

☐ Ordinance ☐ Resolution ☐ Public Hearing
☒ Other Action (Approval, Authorization, Ratification, etc.)
Approve the write-off of $283,545.99 in unpaid miscellaneous revenue accounts determined as past statute or uncollectible (or take other action deemed appropriate).

**Description, Background Information & Purpose**
The uncollectible accounts are for the calendar years of 2020-2023 and meet the terms of the City Service Delivery Account Write-Off Policy where no payment has been posted to the account within a 4-5 year period; the city's contracted collection agency has determined the account is uncollectible; the account is in the name of a deceased person, with no known estate; or the Finance division or Department Director recommends an account write-off (in whole or part) because of hardship, collectability, payment schedule, difficulty of collection or another business reason. Miscellaneous accounts are categorized as non-utility service accounts and may include damage to city property and recreational facility use.

**Alignment with City & Department Planning Objectives**



☐ ☒ ☐ ☐ ☐ ☐ ☐ ☐

The request to write-off the miscellaneous revenue accounts supports the good governance community-oriented result and is within current policy.

**Interdepartmental Coordination**
All miscellaneous revenue accounts recommended for write-off have been reviewed with relevant departments and the city's contracted collection agency.

**Fiscal Impact**

The requested write-off will reduce the City's miscellaneous revenue accounts receivable to reflect accurate revenue collection estimates.

**Legal Review**
The Legal department concurs that the Council action is within State Statute.

# Memorandum

**File #:** 24-325 **City Council Meeting**

**FROM:** Pam Alexander, Municipal Services Director
**DATE:** Friday, August 30, 2024
**DEPARTMENT:** Municipal Services

**Subject**
One 80KW Generator for Fire Station 7

**Council Action Desired**
☐ Ordinance ☐ Resolution ☐ Public Hearing
☒ Other Action (Approval, Authorization, Ratification, etc.)
Accept and approve the purchase of one 80KW from the Sourcewell cooperative purchasing contract #092222-CAT from Wheeler Electric, Inc. for a total of $104,025.00 (or take other action deemed appropriate).

**Description, Background Information & Purpose**
The purchase and installation of the generator for Fire Station 7, located at 370 E 65th South will power the station independently during loss-of-power incidents that could otherwise affect critical response and operational independence.

**Alignment with City & Department Planning Objectives**



☐ ☐ ☐ ☐ ☐ ☒ ☐ ☐

The purchase and installation of the generator support the safe and secure community-oriented result by allowing the Fire Station to operate independently in the event of an emergency.

**Interdepartmental Coordination**
The Fire department has reviewed the quote and concurs with the award recommendation.

**Fiscal Impact**
This purchase will be funded as an approved City of Idaho Falls American Rescue Plan Act (ARPA) project.

**Legal Review**
The Legal Department concurs that the proposed purchase action is within the City's authority pursuant to Idaho Code § 67-2807, has reviewed Sourcewell cooperative purchasing contract #092222-CAT, and confirms that the contract was the

product of a competitive solicitation process.



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WHEELER
ELECTRIC, INC.
SINCE 1962

208.522.1906

469 W. 16TH STREET
IDAHO FALLS, ID 83402

IDAHO LICENSE # C-1950

IDAHO DPW LICENSE # 12483-U-4

**IDAHO FALLS FIRE DEPT.**

**ATTN:** PAUL RADFORD
**PHONE:** 208.612.8506
**EMAIL:** PRADFORD@IDAHOFALLS.GOV

**AUGUST 28, 2024**

# SOURCEWELL CONTRACT 092222-CAT I.F. FIRE STATION #7 80KW GENERATOR

## ELECTRICAL WORK COMPLETE - $ 104,025.00

- WE **ARE INCLUDING** THE FOLLOWING:
  - PROVIDE AND INSTALL NEW GENERATOR DE-RATED AT 60KW WITH (1) TRANSFER SWITCH.
  - PROVIDE AND INSTALL CONDUIT AND CABLING.
  - PROVIDE AND INSTALL GENERATOR ANNUNCIATOR IN ELECTRICAL ROOM.
  - PROVIDE AND INSTALL CONCRETE GENERATOR PAD.
  - PROVIDE AND INSTALL GROUNDING.
  - PROVIDE AND INCLUDE FACTORY START-UP WITH TRAINING.
  - PROVIDE ELECTRICAL PERMITS AS REQUIRED.

- WE **ARE EXCLUDING** THE FOLLOWING:
  - ALL OWNER PROVIDED AND/OR INSTALLED ITEMS.
  - PROVIDE AND INSTALL TEMPORARY POWER AND LIGHTING.
  - ANY POWER COMPANY COSTS.
  - EXCLUDE ANY REPLACEMENT OR MAINTENANCE TO EXISTING TRANSFER SWITCH.
  - ANY CONCRETE/ASPHALT DEMO OR REPAIR. (EXCEPT NEW GENERATOR PAD).
  - ALL MECHANICAL INCLUDING NATURAL GAS LINE HOOK-UP.

- APPROXIMATE LEAD TIMES TO SHIP AFTER APPROVED ORDER:
  - GENERATOR – 24-28 WEEKS.
  - TRANSFER SWITCH – 15-17 WEEKS.

**~ THANK YOU FOR THE OPPORTUNITY TO PROVIDE THIS PROPOSAL. ~**

**WHEELER ELECTRIC, INC.**
**AN EQUAL EMPLOYMENT OPPORTUNITY EMPLOYER**

*Dennis Hoopes* ~ dennish@wheelerelectric.com

**PROPOSAL TERMS:**

- Due to the current issues surrounding manufacturing supply, lead times and shipping, many suppliers are unwilling to guarantee and hold prices for more than 5 business days. Please understand that our quotation is conditioned upon an acknowledgement and your agreement that these issues may directly or indirectly delay or impact our ability to obtain required materials and equipment.
  In the event of these issues arising, Wheeler Electric, Inc. shall not be deemed in default and the parties shall agree to negotiate a modification of the contract scope, schedule, or method of performance to appropriately address the impacts of such event or any other event beyond our reasonable control.
  We will notify you promptly in the event of such impact and provide our best estimate as to the impact, as well as continue to update you as the circumstances evolve.

- This price is contingent upon a mutually agreeable contract that shares risk equitably between contractor and subcontractor.

- Failure by Wheeler Electric, Inc. to specifically exclude any particular item shall not be interpreted as an inclusion of that item in the scope of work. Anything not covered in the scope of work will be addressed as a change order.

- **Unless noted elsewhere or agreed upon in writing, this proposal shall remain valid for a period of up to 30 days from date of the proposal.**

# Memorandum

**File #:** 24-337 **City Council Meeting**

**FROM:** Pam Alexander, Municipal Services Director
**DATE:** Thursday, September 5, 2024
**DEPARTMENT:** Municipal Services

**Subject**
Resolution to Approve a Direct Loan to Idaho Falls Regional Airport

**Council Action Desired**
☐ Ordinance ☒ Resolution ☐ Public Hearing
☐ Other Action (Approval, Authorization, Ratification, etc.)
Approve the resolution to provide a direct loan to the Idaho Falls Regional Airport for $7.5M, for the purpose of acquisition of property and give the authorization for the Mayor and City Clerk to execute the necessary documents (or take other action deemed appropriate).

**Description, Background Information & Purpose**
Resolution 2020-27 approved the Inter-Departmental Direct Loan Policy. In accordance with that policy, the loan committee reviewed this request for a direct loan and is proposing an up-to-five-year payback period at approximately 5%. The principal of this loan will be repaid through future Airport Improvement Program grants from the Federal Aviation Administration (FAA). Interest on this loan will be paid back through a combination of Passenger Facility Charge and Airport Revenue.

**Alignment with City & Department Planning Objectives**



☐ ☐ ☒ ☐ ☐ ☐ ☐ ☐

The approval of the direct loan for the Idaho Falls Regional Airport supports the well-planned growth community-oriented result by providing the infrastructure essential for safe and secure Airport transportation operations.

**Interdepartmental Coordination**
The Inter-Departmental Loan committee reviewed the direct loan request pursuant to resolution 2020-27.

**Fiscal Impact**
The Idaho Falls Regional Airport has agreed to repay the loan through FAA reimbursement at the earliest possible point within the next five years.

**Legal Review**

The Legal department has reviewed and concurs that the Council action desired complies with State Statute and the city's Inter-Departmental Direct Loan Policy as expressed in Resolution 2020-27

.

Compounding Period: Annual

Nominal Annual Rate: 5.000%

## Cash Flow Data - Loans and Payments

| | Event | Date | Amount | Number | Period | End Date |
|---|---|---|---|---|---|---|
| 1 | Loan | 09/15/2024 | 7,500,000.00 | 1 | | |
| 2 | Payment | 09/30/2024 | Interest Only | 6 | Annual | 09/30/2029 |
| 3 | Payment | 09/30/2029 | 7,500,000.00 | 1 | | |

## TValue Amortization Schedule - Normal, 365 Day Year

| | Date | Payment | Interest | Principal | Balance |
|---|---|---|---|---|---|
| Loan | 09/15/2024 | | | | 7,500,000.00 |
| 1 | 09/30/2024 | 15,410.96 | 15,410.96 | 0.00 | 7,500,000.00 |
| **2024 Totals** | | **15,410.96** | **15,410.96** | **0.00** | |
| 2 | 09/30/2025 | 375,000.00 | 375,000.00 | 0.00 | 7,500,000.00 |
| **2025 Totals** | | **375,000.00** | **375,000.00** | **0.00** | |
| 3 | 09/30/2026 | 375,000.00 | 375,000.00 | 0.00 | 7,500,000.00 |
| **2026 Totals** | | **375,000.00** | **375,000.00** | **0.00** | |
| 4 | 09/30/2027 | 375,000.00 | 375,000.00 | 0.00 | 7,500,000.00 |
| **2027 Totals** | | **375,000.00** | **375,000.00** | **0.00** | |
| 5 | 09/30/2028 | 375,000.00 | 375,000.00 | 0.00 | 7,500,000.00 |
| **2028 Totals** | | **375,000.00** | **375,000.00** | **0.00** | |
| 6 | 09/30/2029 | 375,000.00 | 375,000.00 | 0.00 | 7,500,000.00 |
| 7 | 09/30/2029 | 7,500,000.00 | 0.00 | 7,500,000.00 | 0.00 |
| **2029 Totals** | | **7,875,000.00** | **375,000.00** | **7,500,000.00** | |
| **Grand Totals** | | **9,390,410.96** | **1,890,410.96** | **7,500,000.00** | |

| ANNUAL PERCENTAGE RATE | FINANCE CHARGE | Amount Financed | Total of Payments |
|---|---|---|---|
| The cost of your credit as a yearly rate. | The dollar amount the credit will cost you. | The amount of credit provided to you or on your behalf. | The amount you will have paid after you have made all payments as scheduled. |
| **4.999%** | **$1,890,410.96** | **$7,500,000.00** | **$9,390,410.96** |

IDAHO FALLS

# MEMORANDUM

**FROM:** Pam Alexander, Municipal Services Director

**DATE:** Tuesday, November 10, 2020

**RE:** Adoption of Resolution for Inter-Departmental Direct Loan Policy

**Council Action Desired**

☐ Ordinance ☒ Resolution ☐ Public Hearing

☐ Other Action (Approval, Authorization, Ratification, etc)

Adopt a resolution for an inter-departmental direct loan policy and give authorization for the Mayor and City Clerk to execute the necessary documents or take other action deemed appropriate.

**Description, Background Information & Purpose**

There is a strong desire to assist City Departments in achieving long term financial success. This requires careful planning and forecasting; sound investment management; and careful attention to regulatory requirements, as well as commitment and discipline in order to assist Departments with ever-changing economic conditions. This resolution will adopt a policy for the consideration of City inter-departmental direct loans, including scope, process, terms and limitations.

**Relevant PBB Results & Department Strategic Plan**



☐ ☒ ☐ ☐ ☐ ☐ ☐ ☐

The adoption of the inter-departmental direct loan policy resolution is in support of the good governance community-oriented results by fostering innovative and sound fiscal management that enables trust and transparency.

COUNCIL MEETING
NOVEMBER 12, 2020
APPROVED 6-0

**Interdepartmental Coordination**

All City departments have participated in the process leading to the development of the inter-departmental direct loan policy.

**Fiscal Impact**

The fiscal impact to the City will not exceed an aggregate amount of 15% of available cash funds, with no individual loan greater than 7.5%.

**Legal Review**

Legal has reviewed and concurs the Council action desired is within State Statute.

RESOLUTION NO. 2020-27

A RESOLUTION OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, ADOPTING A POLICY RELATED TO CONSIDERATION OF CITY INTER-DEPARTMENTAL LOANS, INCLUDING SCOPE, PROCESS, TERMS, AND LIMITATIONS OF SUCH LOANS AND PROVIDING THAT THIS RESOLUTION BE EFFECTIVE UPON ITS PASSAGE.

WHEREAS, there is a strong desire to assist City Departments in achieving long-term financial success; and

WHEREAS, long-term financial success requires careful planning and forecasting; sound investment management; and careful attention to regulatory requirements, as well as commitment and discipline in order to assist City Departments with ever-changing economic conditions; and

WHEREAS, in general, Idaho cities have very limited economic tools to increase financial resources with increase operational costs; and

WHEREAS, Idaho cities must manage their finances within narrow statutory constraints, leaving little room for using the wider variety of financial management practices found in the private sector; and

WHEREAS, direct loans are never intended to become part of a business as usual practice; and

WHEREAS, the guidelines/parameters adopted by this Resolution help ensure that caution is applied such that a direct interdepartmental loan will not be used to circumvent the regular City budgeting process or simply to achieve goals that may appear to be not politically feasible for a time.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF IDAHO FALLS, IDAHO, AS FOLLOWS:

1. The City Council hereby adopts the Consideration of Inter-departmental Loans Policy attached to this Resolution as Exhibit "A".

ADOPTED and effective this 12 day of NOVEMBER, 2020.

ATTEST:

CITY OF IDAHO FALLS, IDAHO

Kathy Hampton, City Clerk

Rebecca L. Noah Casper, Mayor

(SEAL)

STATE OF IDAHO )

) ss:

County of Bonneville )

I, KATHY HAMPTON, 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 Resolution entitled, "A RESOLUTION OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, ADOPTING A POLICY RELATED TO CONSITERATION OF CITY INTER-DEPARTMENTAL LOANS, INCLUDING SCOPE, PROCESS, TERMS, AND LIMITATIONS OF SUCH LOANS AND PROVIDING THAT THIS RESOLUTION BE EFFECTIVE UPON ITS PASSAGE."

Kathy Hampton, City Clerk

(SEAL)

IDAHO FALLS

# Consideration of Inter-departmental Direct Loans

***Direct Loans***

There is a strong desire to assist City Departments in achieving long term financial success. This requires careful planning and forecasting; sound investment management; and careful attention to regulatory requirements, as well as commitment and discipline in order to assist Departments with ever-changing economic conditions. The total not-to-exceed aggregate amount is 15% of available cash funds and no individual loan greater than 7.5%. All loans will be subject to a market based interest rate. An interest rate analysis will occur annually to ensure the loan is not adversely affecting the investment portfolio. In the event there is a material change between loan and market rate, a refinancing will occur.

In general, Idaho cities have very limited economic tools to increase financial resources with increase operational costs. Idaho cities must manage their finances within narrow statutory constraints, leaving little room for using the wider variety of financial management practices found in the private sector.

- ☐ The City's Municipal Services Finance Team recognizes that occasionally, out-of-the ordinary circumstances arise which require special consideration. Working together with the City Attorney, the Finance Team has developed a direct inter-departmental loan mechanism to assist Departments with financial needs that fall outside the normal scope of budgeting and planning. To aid in careful consideration before implementing this tool as a more permanent policy/practice, the Finance Team has developed the following guidelines which define the very limited use this particular funding mechanism. **"Loan" Committee.**

The Loan Committee shall comprise the City's Financial Team and one Director from another department. The review and recommendation process is proposed as follows:

- The Loan committee will review all loan considerations and apply the policy parameters before recommending a loan
- Compliance with lending authority
- Legal review
- Mayor and Council approval

Policy Parameters:

- ☐ **A. Narrow Scope.**
  - A loan should be relate to a necessary, fundamental or "essential" City service.

- A loan should help to achieve a specific policy goal that results in greater efficiency or an overall cost savings to the City. A loan may be applied to a circumstance requiring compliance with state or federal requirements.

☐ **B. Loan Terms.**

- A loan should include realistic terms of repayment based upon sound business and financial practices and forecasts. "Realistic" applies both an achievable repayment *amount* and a practical repayment *schedule*.
- Loan terms must include appropriate interest in scheduled payments.
- The loan terms must be written.
- Funds for loan repayment must be identified.
- Loan terms *must* be approved by the Department Director, the Loan Committee; the City's Legal Services Department; the Mayor; and the Council. This approval will serve to apply a variety of internal controls designed to check for the inappropriate application of political or other inappropriate pressure.

☐ **Limitations.**

- A loan cannot impair the loaning Department's ability to proceed with business and spending as usual.
- A loan should be applied to circumstances that include an element of expediency that precludes using the regular budgetary process or a legal or regulatory restriction preventing a more traditional approach to funding.
- A loan only should be sought after more traditional funding sources have been examined and exhausted.
- A loan should not be used to fund projects that commit the City to ongoing costs or other financial obligations that are greater than current City financial obligations.

These guidelines/parameters have been drafted to ensure that caution is applied such that a direct interdepartmental loan will not be used to circumvent the regular City budgeting process or simply to achieve goals that may appear to be not politically feasible for a time. Direct loans are never intended to become part of a business as usual practice.

**RESOLUTION NO. 2024-**

A RESOLUTION OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, APPROVING AND MEMORIALIZING A LOAN BETWEEN INTERNAL CITY FUNDS TO FINANCE THE FINALIZATION OF THE ACQUISITION OF REAL PROPERTY IN ORDER TO MEET IDAHO FALLS REGIONAL AIRPORT COMPLIANCE AND GRANT ASSURANCE REQUIREMENTS WITH THE FEDERAL AVIATION ADMISTRATION; AND PROVIDING THAT THIS RESOLUTION BE EFFECTIVE UPON ITS PASSAGE, APPROVAL, AND PUBLICATION ACCORDING TO LAW.

WHEREAS, commercial air flights have flown in and out of the location currently occupied by the Idaho Falls Regional Airport (IFRA) since the mid 1930's; and

WHEREAS, the Airport is a vital part of economic development and provides easy access to and from the City, County, and region; and

WHEREAS, IFRA has agreements with the Federal Aviation Administration (FAA) to protect the land area around the Airport from development inconsistent with airport needs and uses and to fund the acquisition of real property; and

WHEREAS, the City is concluding the process of permanently acquiring real property adjacent to the Airport, pursuant to the eminent domain legal action entitled *City of Idaho Falls v. Johnson Legacy, LLC*, Bonneville County Case No. CV10-21-2420; and

WHEREAS, the Court in that eminent domain legal action ordered the City to pay Johnson Legacy, LLC, eight million six hundred seventy-eight thousand, four hundred sixty-two dollars and fifty cents ($8,678,462.50) as just compensation for the property; and

WHEREAS, the Court also ordered the City to pay Johnson Legacy, LLC, five hundred forty thousand, ninety-eight dollars and eighty-two cents ($540,098.82) in prejudgment interest and Johnson Legacy, LLC's attorney fees; and

WHEREAS, there are other wrap-up costs entailed with concluding the land acquisition; and

WHEREAS, the City previously tendered to the District Court, for possession of the real property, five million one hundred thousand dollars ($5,100,000); and

WHEREAS, the FAA will reimburse the City for acquisition of Johnson Legacy, LLC property, as federal funds become available; and

WHEREAS, Council finds that using available City funds to conclude and finalize the acquisition of the Johnson Legacy, LLC property is desirable and in the best interests of its citizens and their safety; and

WHEREAS, the City has identified existing and available City funds upon which the City can draw to fund Johnson Legacy, LLC property possession; and

WHEREAS, the funds that meet the conditions set out in Resolution 2020-27 are Wastewater Capital Improvement Fund (City Fund No. 68), Street Capital Improvement Fund (City Fund No. 42), Public Works Capital Improvement (City Fund No. 41), Risk Management (City Fund No. 19), General Fund (City Fund No. 1), and Self-Insurance Fund (City Fund No. 20); and

WHEREAS, the Council approves the temporary City fund transfer from Wastewater Capital Improvement Fund (City Fund No. 68) in the amount of one million dollars ($1,000,000); Street Capital Improvement Fund (City Fund No. 42) in the amount of one million dollars ($1,000,000); Public Works Capital Improvement Fund (City Fund No. 41) in the amount of one million dollars ($1,000,000); Risk Management (City Fund No. 19) in the amount of one million dollars ($1,000,000); General Fund (City Fund No. 1) in the amount of one million five hundred thousand dollars ($1,500,000); and Self-Insurance Fund (City Fund No. 20) in the amount of two million dollars ($2,000,000), for a total amount of seven million five hundred thousand dollars ($7,500,000) to be repaid at five percent (5%) interest within eighteen (18) months pursuant to the payback schedule shown in Attachment "A"; and

WHEREAS, Council believes that such internal City fund transfers are secure, financially viable, advisable, and appropriate; and

WHEREAS, Council hereby directs City staff to professionally manage City finances to ensure proper and timely repayment of all temporarily transferred funds according to the terms of this Resolution.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF IDAHO FALLS, IDAHO, AS FOLLOWS:

1. Upon passage of this Resolution, the amount of seven million five hundred thousand dollars ($7,500,000) drawn from Wastewater Capital Improvement Fund (City Fund No. 68), Street Capital Improvement Fund (City Fund No. 42), Public Works Capital Improvement (City Fund No. 41), Risk Management (City Fund No. 19), General Fund (City Fund No. 1), and Self-Insurance Fund (City Fund No. 20), shall be available to draw upon; and

2. The reimbursement payment schedule for the temporary City fund transfer shall as be shown in Attachment "A", made by this reference as part of this Resolution, and be for a term of sixty (60) months at five percent (5%) rate of interest; and

3. The Mayor and City Finance Director, Treasurer, and other members of City staff are authorized to execute the necessary documents to effectuate this Resolution.

[Intentional Blank – Signature Page to Follow]

ADOPTED and effective this ____ day of _____ 2024.

ATTEST: CITY OF IDAHO FALLS, IDAHO

_____ _____

Corrin Wilde, City Clerk Rebecca L. Noah Casper, Ph.D., Mayor

(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 Resolution entitled, "A RESOLUTION OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, APPROVING AND MEMORIALIZING A LOAN BETWEEN INTERNAL CITY FUNDS TO FINANCE THE FINALIZATION OF THE ACQUISITION OF REAL PROPERTY IN ORDER TO MEET IDAHO FALLS REGIONAL AIRPORT COMPLIANCE AND GRANT ASSURANCE REQUIREMENTS WITH THE FEDERAL AVIATION ADMISTRATION; AND PROVIDING THAT THIS RESOLUTION BE EFFECTIVE UPON ITS PASSAGE, APPROVAL, AND PUBLICATION ACCORDING TO LAW.."

_____

Corrin Wilde, City Clerk

(SEAL)

ATTACHMENT “A”
AIRPORT LOAN RESOLUTION

Compounding Period: Annual

Nominal Annual Rate: 5.000%

## Cash Flow Data - Loans and Payments

| | Event | Date | Amount | Number | Period | End Date |
|---|---|---|---|---|---|---|
| 1 | Loan | 09/15/2024 | 7,500,000.00 | 1 | | |
| 2 | Payment | 09/30/2024 | Interest Only | 6 | Annual | 09/30/2029 |
| 3 | Payment | 09/30/2029 | 7,500,000.00 | 1 | | |

## TValue Amortization Schedule - Normal, 365 Day Year

| | Date | Payment | Interest | Principal | Balance |
|---|---|---|---|---|---|
| Loan | 09/15/2024 | | | | 7,500,000.00 |
| 1 | 09/30/2024 | 15,410.96 | 15,410.96 | 0.00 | 7,500,000.00 |
| **2024 Totals** | | **15,410.96** | **15,410.96** | **0.00** | |
| 2 | 09/30/2025 | 375,000.00 | 375,000.00 | 0.00 | 7,500,000.00 |
| **2025 Totals** | | **375,000.00** | **375,000.00** | **0.00** | |
| 3 | 09/30/2026 | 375,000.00 | 375,000.00 | 0.00 | 7,500,000.00 |
| **2026 Totals** | | **375,000.00** | **375,000.00** | **0.00** | |
| 4 | 09/30/2027 | 375,000.00 | 375,000.00 | 0.00 | 7,500,000.00 |
| **2027 Totals** | | **375,000.00** | **375,000.00** | **0.00** | |
| 5 | 09/30/2028 | 375,000.00 | 375,000.00 | 0.00 | 7,500,000.00 |
| **2028 Totals** | | **375,000.00** | **375,000.00** | **0.00** | |
| 6 | 09/30/2029 | 375,000.00 | 375,000.00 | 0.00 | 7,500,000.00 |
| 7 | 09/30/2029 | 7,500,000.00 | 0.00 | 7,500,000.00 | 0.00 |
| **2029 Totals** | | **7,875,000.00** | **375,000.00** | **7,500,000.00** | |
| **Grand Totals** | | **9,390,410.96** | **1,890,410.96** | **7,500,000.00** | |

| ANNUAL PERCENTAGE RATE | FINANCE CHARGE | Amount Financed | Total of Payments |
|---|---|---|---|
| The cost of your credit as a yearly rate. | The dollar amount the credit will cost you. | The amount of credit provided to you or on your behalf. | The amount you will have paid after you have made all payments as scheduled. |
| **4.999%** | **$1,890,410.96** | **$7,500,000.00** | **$9,390,410.96** |

# Memorandum

**File #:** 24-316 **City Council Meeting**

**FROM:** Wade Sanner, Director
**DATE:** Wednesday, August 28, 2024
**DEPARTMENT:** Community Development Services

**Subject**
Final Plat, Development Agreement, and Reasoned Statement of Relevant Criteria and Standards, MLV Industrial Park

**Council Action Desired**
☐ Ordinance ☐ Resolution ☐ Public Hearing
☒ Other Action (Approval, Authorization, Ratification, etc.)
1. Approve the Development Agreement for the Final Plat for MLV Industrial Park and give authorization for the Mayor and City Clerk to sign said agreement (or take other action deemed appropriate).

2. Accept or Approve the Final Plat for MLV Industrial Park and give authorization for the Mayor, City Engineer, and City Clerk to sign said Final Plat (or take other action deemed appropriate).

3. Approve the Reasoned Statement of Relevant Criteria and Standards for the Final Plat for MLV Industrial Park and give authorization for the mayor to execute the necessary documents (or take other action deemed appropriate).

**Description, Background Information & Purpose**
Attached is the application for the Final Plat, Development Agreement, and Reasoned Statement of Relevant Criteria and Standards for MLV Industrial Park. The Planning and Zoning Commission considered this item at its February 6, 2024, meeting and voted to recommend approval of the final plat to the Mayor and City Council with a vote of 5-2.

**Alignment with City & Department Planning Objectives**



☐ ☒ ☒ ☐ ☒ ☐ ☐ ☐

A successful Plat should be consistent with the Comprehensive Plan and Zoning Ordinance, which includes policies and goals related to Growth, Sustainability, Transportation, and Livable Communities.

**Interdepartmental Coordination**
The Final Plat was reviewed by staff from Fire, Idaho Falls Power, BMPO, as well as the Water, Planning, Wastewater, and Engineering/Survey Divisions.

**Fiscal Impact**
NA

**Legal Review**
This application has been reviewed by the Legal Department and is consistent with applicable law.

# Zoning

PLAT23-032 MLV Industrial Park

RE R1 TN R3 PB LC R&D I&M
RP R2 RMH R3A CC HC LM P

N



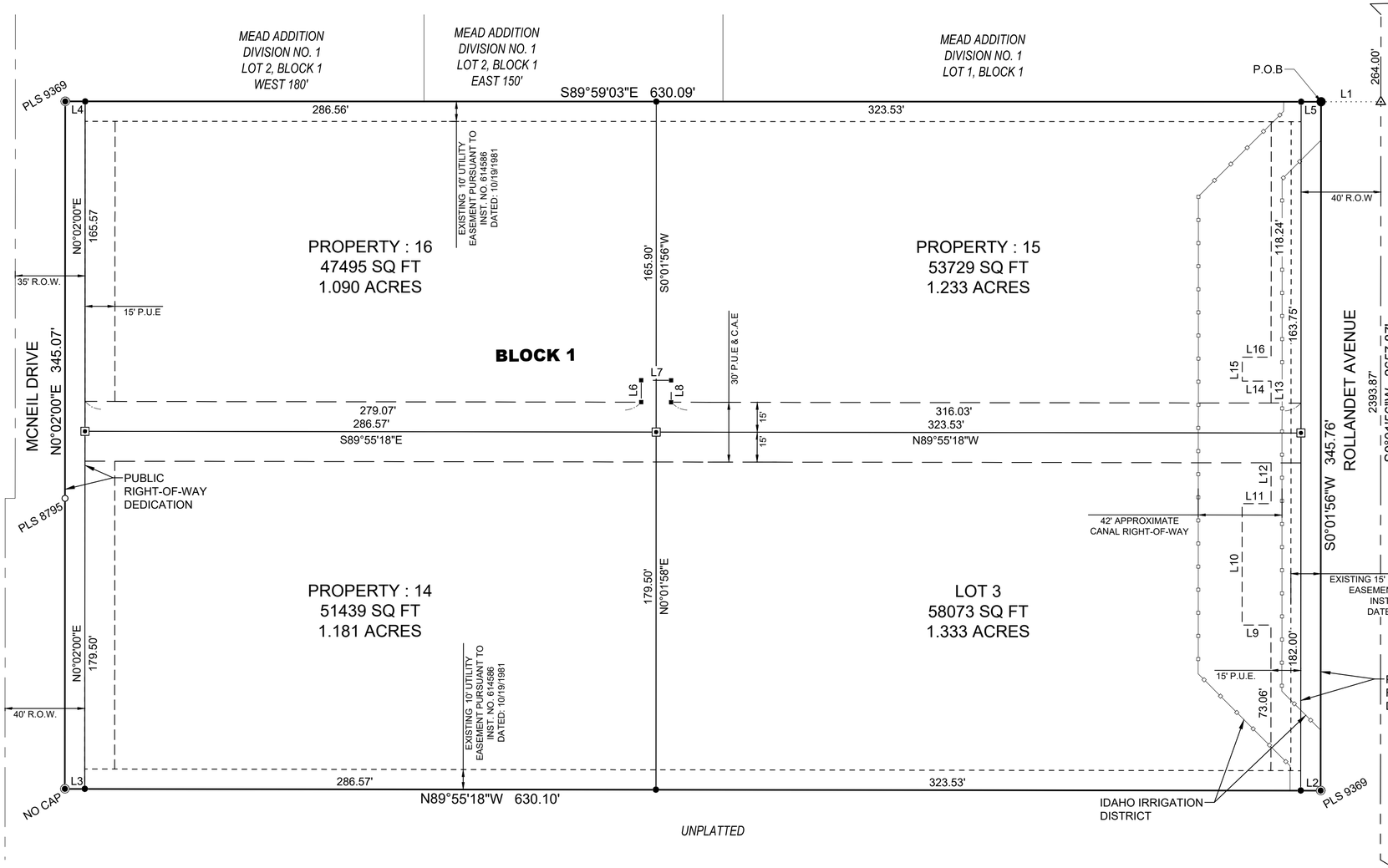
# Aerial

# PLAT23-032 MLV Industrial Park



# MLV ROLLANDET INDUSTRIAL PARK

## A SUBDIVISION OF THE CITY OF IDAHO FALLS, BONNEVILLE COUNTY, IDAHO, BEING A REPLAT OF LOT 1 BLOCK 1 AL-SID ADDITION NORTHEAST 1/4 OF THE SOUTHEAST 1/4 SECTION 25, T. 2 N. R.37 E. 2024




## LEGEND

- FOUND P.L.S.S. SECTION CORNER AS NOTED
- FOUND P.L.S.S. QUARTER CORNER AS NOTED
- CALCULATED POINT; NOTHING SET
- FOUND 1/2" REBAR AS NOTED
- SET 1/2" REBAR WITH PLASTIC CAP - P.L.S. 19961
- SET 5/8" REBAR WITH PLASTIC CAP - P.L.S. 19961
- SET 1/2" REBAR W/ PLASTIC CAP - EASEMENT P.L.S. 19961 SET AT A FUTURE DATE AS SHOWN ON MONUMENT COMPLETION CERTIFICATE
- INTERIOR 1/2" REBAR W/ PLASTIC CAP P.L.S. 19961 SET AT A FUTURE DATE AS SHOWN ON MONUMENT COMPLETION CERTIFICATE
- FOUND 1/2" REBAR AS NOTED, REPLACED BY 5/8" REBAR P.L.S.19961
- SUBDIVISION BOUNDARY LINE
- LOT LINE
- SECTION LINE
- TIE LINE
- STREET CENTERLINE
- EXISTING PUBLIC UTILITY EASEMENT LINE (P.U.E.)
- PUBLIC UTILITY EASEMENT (P.U.E.)
- PUBLIC UTILITY EASEMENT & CROSS ACCESS EASEMENT (P.U.E. & C.A.E.)
- APPROXIMATE LOCATION OF CANAL RIGHT-OF-WAY PURSUANT TO I.C. §42-1102

| | |
|---|---|
| P.O.B. | POINT OF BEGINNING |
| P.U.E. | PUBLIC UTILITY EASEMENT |
| C.A.E. | CROSS ACCESS EASEMENT |
| SQ FT | SQUARE FEET |
| CP&F | CORNER PERPETUATION AND FILING |
| INST. | INSTRUMENT |
| NO. | NUMBER |
| R.O.W. | RIGHT-OF-WAY |
| P.O.C. | PONT OF COMMENCMENT |

### Line Table

| Line # | Length | Direction |
|---|---|---|
| L1 | 30.00' | N89°59'03"W |
| L2 | 10.00' | N89°55'18"W |
| L3 | 10.00' | S89°55'18"E |
| L4 | 10.00' | S89°59'03"E |
| L5 | 10.00' | N89°59'03"W |
| L6 | 11.00' | S0°01'56"W |
| L7 | 15.00' | N89°55'18"W |
| L8 | 11.00' | N0°01'56"E |
| L9 | 14.50' | N89°59'18"W |
| L10 | 60.95' | N0°01'56"E |
| L11 | 14.50' | S89°59'18"E |
| L12 | 20.49' | N0°01'56"E |
| L13 | 10.99' | N0°01'56"E |
| L14 | 14.50' | N89°59'18"W |
| L15 | 12.00' | N0°01'56"E |
| L16 | 14.50' | S89°59'18"E |

### SURVEYOR'S NARRATIVE

THIS SUBDIVISION WAS CREATED AT THE REQUEST OF THE CURRENT OWNER TO CREATE FOUR INDUSTRIAL BUILDING LOTS. THE BOUNDARY WAS RETRACED FROM AL-SID ADDITION TO THE CITY OF IDAHO FALLS, INSTRUMENT NUMBER 614586. PROPERTY CORNERS AND SECTIONAL CORNERS WERE FOUND AND ACCEPTED FOR THIS SUBDIVISION.

THE NORTH BOUNDARY OF AL-SID ADDITION WAS RESET UTILIZING RECORD DISTANCE ALONG THE SECTION LINE, AND THE FOUND MONUMENT ON THE NORTHWEST CORNER OF THE SUBDIVISION. THE NORTH EAST CORNER OF AL-SID ADDITION WAS THEN CALCULATED USING THE ABOVE DESCRIBED METHODS, THEN EXCEPTING OUT THE DESCRIBED THIRTY (30) FOOT RIGHT OF WAY ALONG ROLLANDET AVE. DESCRIBED ON THE PLAT OF AL-SID ADDITION.

### BASIS OF BEARING

THE BEARING ALONG THIS LINE IS THE BASIS FOR ALL OTHER BEARINGS LISTED ON THIS SURVEY. THIS BEARING RELATES DIRECTLY TO THE "CITY OF IDAHO FALLS COORDINATE SYSTEM OF 2004". WHICH IS DERIVED FROM THE IDAHO STATE PLANE COORDINATE SYSTEM (EAST ZONE 1101) US SURVEY FEET AND USING A COMBINED SCALE FACTOR OF 1.000277265 FOR A GRID TO GROUND CONVERSION, (REFERENCE FRAME NAD_83(2011), EPOCH 2010.0000). THE SYSTEM ORIENTATION IS BASED ON GRID NORTH ALONG THE EAST ZONE CENTRAL MERIDIAN. NO CONVERGENCE ANGLE HAS BEEN APPLIED.

### PUBLIC RIGHT-OF-WAY DEDICATION AREAS:

1. ROLLANDET RIGHT-OF-WAY OFFSET IS BASED ON THE SECTION LINE. PUBLIC RIGHT-OF-WAY DEDICATION TO BE:
   3457.52 SQ FT
   0.079 ACRES
2. MCNEIL RIGHT-OF WAY OFFSET IS BASED ON THE CENTERLINE OF MCNEIL ORIGINATING FROM THE NORTH. PUBLIC RIGHT-OF-WAY DEDICATION TO BE:
   3450.78 SQ FT
   0.079 ACRES

PROFESSIONAL LAND SURVEYOR LICENSED 19961 STATE OF IDAHO SEAN M BOGGS PRELIMINARY


2194 Snake River Pkwy
Suite 205
Idaho Falls, Idaho
Main: 208-522-1223
HORROCKS ENGINEERS




H:\2023\D-8199-23 MLV - Rollandet Townhomes\Project Data\02 CAD\2.03 Sheet Files\Preliminary Plat\FINAL PLAT.dwg

# MLV ROLLANDET INDUSTRIAL PARK

## A SUBDIVISION OF THE CITY OF IDAHO FALLS, BONNEVILLE COUNTY, IDAHO, BEING A REPLAT OF LOT 1 BLOCK 1 AL-SID ADDITION NORTHEAST 1/4 OF THE SOUTHEAST 1/4 SECTION 25, T. 2 N. R.37 E. 2024

## RECORDER'S CERTIFICATE

I HEREBY CERTIFY THAT THE FOREGOING PLAT MLV ROLLANDET INDUSTRIAL PARK, WAS FILED IN THE OFFICE OF THE RECORDER OF BONNEVILLE COUNTY, IDAHO.

BONNEVILLE COUNTY RECORDER DATE

## TREASURER'S CERTIFICATE

I, THE UNDERSIGNED COUNTY TREASURER IN AND FOR THE COUNTY OF BONNEVILLE, STATE OF IDAHO, PURSUANT TO THE REQUIREMENTS OF I.C. §50-1308, DO HEREBY CERTIFY THAT ALL COUNTY PROPERTY TAXES DUE FOR THE PROPERTY INCLUDED IN THE BOUNDARY DESCRIPTION SHOWN HEREON ARE CURRENT.

BONNEVILLE COUNTY TREASURER DATE

## HEALTH DEPARTMENT CERTIFICATE OF APPROVAL

SANITARY RESTRICTIONS AS REQUIRED BY I.C. §50-1326 HAVE BEEN SATISFIED BASED ON THE DEPARTMENT OF ENVIRONMENTAL QUALITY (DEQ) APPROVAL OF THE DESIGN PLANS AND SPECIFICATIONS AND THE CONDITIONS IMPOSED ON THE DEVELOPER FOR CONTINUED SATISFACTION OF THE SANITARY RESTRICTIONS. BUYER IS CAUTIONED THAT AT THE TIME OF THIS APPROVAL, NO DRINKING WATER OR SEWER/SEPTIC FACILITIES WERE CONSTRUCTED. BUILDING CONSTRUCTION CAN BE ALLOWED WITH APPROPRIATE BUILDING PERMITS IF DRINKING WATER OR SEWER FACILITIES HAVE SINCE BEEN CONSTRUCTED OR IF THE DEVELOPER IS SIMULTANEOUSLY CONSTRUCTING THOSE FACILITIES. IF THE DEVELOPER FAILS TO CONSTRUCT FACILITIES OR MEET THE OTHER CONDITIONS OF DEQ, THEN SANITARY RESTRICTIONS MAY BE REIMPOSED, IN ACCORDANCE WITH I.C. §50-1326, BY THE ISSUANCE OF A CERTIFICATE OF DISAPPROVAL, AND NO CONSTRUCTION OF ANY BUILDING OR SHELTER REQUIRING DRINKING WATER OR SEWER/SEPTIC FACILITIES SHALL BE ALLOWED.

EASTERN IDAHO PUBLIC HEALTH DISTRICT

ENVIRONMENTAL HEALTH SPECIALIST, REHS DATE

## CITY'S ACCEPTANCE

THE ACCOMPANYING PLAT WAS DULY ACCEPTED AND APPROVED AND THE GRANTS AND DEDICATIONS ARE HEREBY ACCEPTED BY THE CITY COUNCIL OF IDAHO FALLS ADOPTED THIS _____ DAY OF _____, 202____.

_____ _____ _____

MAYOR CITY CLERK

_____ _____ _____

CITY ENGINEER CITY SURVEEYOR

KENT J. FUGAL, PE 9247 KENNETH BALDWIN ROBERTS, PLS 9755

## COUNTY SURVEYOR'S VERIFICATION

I CERTIFY THAT I AM A LICENSED PROFESSIONAL LAND SURVEYOR IN THE STATE OF IDAHO AND THAT I HAVE EXAMINED THIS PLAT AND FIND THAT IT COMPLIES WITH I.C. §50-1305.

BONNEVILLE COUNTY SURVEYOR, DAVID D. ROMRELL P.L.S. NO. 12223 DATE

## WATER RIGHTS DISCLOSURE

NOTICE IS HEREBY GIVEN THAT ALL LOTS OR PROPERTY INCLUDED WITHIN THIS PLAT ARE WITHIN THE IDAHO IRRIGATION DISTRICT AND THAT A SUITABLE SURFACE WATER DELIVERY SYSTEM HAS NOT BEEN PROVIDED FOR SUCH LOTS OF PROPERTY. ALL LOTS WILL REMAIN SUBJECT TO ASSESSMENTS LEVIED BY SUCH IRRIGATION DISTRICT AND EACH INDIVIDUAL PURCHASER/OWNER WILL BE RESPONSIBLE TO PAY SUCH ASSESSMENTS. ALL ASSESSMENTS ARE A LIEN UPON THE LOTS OF PROPERTY UNLESS THE PURCHASER/OWNER FILES A PETITION REQUESTING EXCLUSION FROM THE DISTRICT. THE PURCHASER/OWNER MAY FILE SUCH PETITION AT ANY FUTURE DATE. THE OWNER/DEVELOPER IS OBLIGATED TO COMPLY WITH THE PROVISIONS OF I. C. §31-3805.

## INTERIOR MONUMENT COMPLETION CERTIFICTE

PURSUANT TO THE REQUIREMENTS OF I.C. §50-1331, I.C. §50-1332, AND I.C. §50-1333, I KYLE GOCHNOUR CERTIFY THAT THE INTERIOR MONUMENTS SHALL BE SET IN ACCORDANCE WITH THE REQUIREMENTS OF I.C. §50-1303 WITHIN ONE CALENDAR YEAR OF THE RECORDING DATE OF THIS PLAT.

## BOUNDARY DESCRIPTION

A PARCEL OF LAND, BEING LOT 1, BLOCK 1 OF AL SID ADDITION TO THE CITY OF IDAHO FALLS, AS RECORDED AS INSTRUMENT NUMBER 614586, RECORDS OF BONNEVILLE COUNTY, LYING IN THE NORTH EAST 1/4 OF THE SOUTH EAST 1/4, SECTION 25, TOWNSHIP 2 NORTH, RANGE 37 EAST, BOISE MERIDIAN, BONNEVILLE COUNTY, IDAHO, SAID PARCEL IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT AN ALUMINUM CAP MARKING THE EAST 1/4 CORNER OF SAID SECTION 25, FROM WHICH THE SOUTH EAST SECTION CORNER OF SAID SECTION 25 LIES S.00°01'56"W. 2657.87 FEET, THENCE S.00°01'56"W., ALONG THE EAST LINE OF SAID SECTION 25, 264.00 FEET TO A POINT, THENCE N.89°59'03"W. 30.00 FEET TO A POINT, SAID POINT BEING **THE POINT OF BEGINNING**;

THENCE S.00°01'56"W., ALONG THE EAST LINE OF LOT 1 BLOCK 1 AL SID ADDITION, 345.76 FEET TO THE SOUTHEAST CORNER OF SAID LOT 1;

THENCE N.89°55'18"W., ALONG THE SOUTH LINE OF SAID LOT 1 BLOCK 1 OF AL SID ADDITION, 630.10 FEET TO THE SOUTHWEST CORNER OF SAID LOT 1 AL SID ADDITION;

THENCE N.00°02'00"E., ALONG THE WEST LINE OF SAID LOT 1 BLOCK 1 AL SID ADDITION, 345.07 FEET TO THE NORTHWEST ;

THENCE S.89°59'03"E., ALONG THE NORTH LINE OF SAID AL SID ADDITION, 630.09 FEET TO **THE POINT OF BEGINNING**.

SAID PARCEL CONTAINS APPROXIMATELY 4.996 ACRES.

## SURVEYOR'S CERTIFICATE

I, SEAN M BOGGS, A LICENSED PROFESSIONAL LAND SURVEYOR IN THE STATE OF IDAHO, DO HEREBY CERTIFY THAT THE SURVEY OF THIS SUBDIVISION, DESIGNATED AS MLV ROLLANDET INDUSTRIAL PARK, WAS MADE UNDER MY DIRECTION, AND THAT SAID SUBDIVISION IS TRULY AND CORRECTLY SURVEYED AND STAKED AS PROVIDED BY LAW AND IN ACCORDANCE WITH THE ACCOMPANYING PLAT AS DESCRIBED HEREON.

SEAN M BOGGS , P.L.S. 19961

PROFESSIONAL LAND SURVEYOR LICENSED 19961 STATE OF IDAHO SEAN M BOGGS

PRELIMINARY

## DRINKING WATER SYSTEM CERTIFICATE

PURSUANT TO I.C. §50-1334, THE OWNER DOES HEREBY, CERTIFY THAT ALL LOTS SHOWN ON THIS PLAT ARE ELIGIBLE TO RECEIVE WATER FROM THE CITY OF IDAHO FALLS MUNICIPAL WATER SYSTEM, AND SAID CITY HAS AGREED IN WRITING TO PROVIDE CULINARY WATER SERVICE TO SAID LOTS PURSUANT TO THE PROVISIONS OF TITLE 8, CHAPTER 4 OF THE IDAHO FALLS CITY CODE, AS AMENDED FROM TIME TO TIME.

IN WITNESS WHEREOF, OWNER HAS HEREUNTO SET ITS SIGNATURE THIS _____DAY OF _____ , 202__.

MLV ROLLANDET ID, LLC

_____

COLBY COOMBS, MANAGER

## CANAL RIGHT-OF-WAY

ALL CANALS, AS SHOWN HEREON, EXIST WITHIN A RIGHT-OF-WAY DEFINED BY I.C. §42-1102 AND MUST HAVE WRITTEN PERMISSION OF THE OWNER OR OPERATOR OF THE RIGHT-OF-WAY TO CONSTRUCT ANYTHING WITHIN, UNDER, UPON OR OVER THE AREA, TO ENSURE THAT ANY SUCH ENCROACHMENTS WILL NOT UNREASONABLY OR MATERIALLY INTERFERE WITH THE USE AND ENJOYMENT OF THE RIGHT-OF-WAY.

## OWNER'S DEDICATION

KNOW ALL MEN BY THESE PRESENTS: THAT THE UNDERSIGNED MLV ROLLANDET ID LLC, AN IDAHO LIMITED LIABLITY COMPANY, IS THE LAWFUL OWNER/OWNERS OF THE TRACT OF LAND INCLUDED WITHIN THE BOUNDARY DESCRIPTION SHOWN HEREON AND HAS/HAVE CAUSED THE SAME TO BE PLATTED AND DIVIDED INTO BLOCKS, LOTS, AND STREETS, WHICH PLAT SHALL HEREAFTER BE KNOWN AS MLV ROLLANDET INDUSTRIAL PARK, A SUBDIVISION OF THE CITY OF IDAHO FALLS, BONNEVILLE COUNTY, IDAHO.

BE IT FURTHER KNOWN THAT OWNER DOES HEREBY DEDICATE GRANT AND CONVEY TO THE PUBLIC, ALL STREETS AND RIGHTS-OF-WAY SHOWN HEREON, THAT OWNER ALSO DOES HEREBY GRANT AND CONVEY TO THE CITY OF IDAHO FALLS ALL PUBLIC EASEMENTS FOREVER AS IRREVOCABLE PERMANENT NON-EXCLUSIVE PUBLIC EASEMENTS AS SHOWN AND DESCRIBED HEREON.

OWNER DOES HEREBY GRANT AND CONVEY TO LOTS 1, 2, 3, AND 4 OF BLOCK 1, A PRIVATE CROSS-ACCESS EASEMENT AS SHOWN AND DESCRIBED HEREON AND LABELED AS C.A.E., THE SAID PRIVATE CROSS-ACCESS EASEMENT IS GRANTED BY THE MUTUAL CONSENT AND AGREEMENT BETWEEN THE PARTIES, THE ADEQUACY AND RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, THAT THE OWNER DOES HEREBY GRANT, BARGAIN, AND CONVEY TO THE OWNER OF SAID LOTS HEREAFTER REFERRED TO AS, BENEFITED C.A.E. HOLDERS, THEIR LICENSEES, INVITEES, AGENTS, SUCCESSORS, AND ASSIGNS, THE FULL AND FREE RIGHT FOR SAID BENEFITED C.A.E. HOLDERS AND SAID BENEFITED C.A.E. HOLDERS' TENANTS, INVITEES, LICENSEES, AND VISITORS TO THE PRIVATE CROSS-ACCESS AGREEMENTS DESCRIBED HEREIN IN COMMON WITH ALL PERSONS DESIGNATED TO HAVE A LIKE RIGHT AT ALL TIMES HEREAFTER, FOR INGRESS AND EGRESS AND VEHICULAR ACCESS, AND A PERPETUAL EASEMENT FOR ROADWAY PURPOSES, ON AND ACROSS THE PROPERTY, EXCEPT FOR PARKING, THAT OWNER ALSO DOES HEREBY GRANT AND CONVEY TO THE CITY OF IDAHO FALLS FOREVER A NON-EXCLUSIVE IRREVOCABLE EASEMENT FOR RIGHT-OF-WAY FOR EMERGENCY VEHICLES AND EMERGENCY RESPONDERS, ACROSS THE CROSS-ACCESS EASEMENT C.A.E.

OWNER ITS HEIRS, SUCCESSORS OR ASSIGNS, AGREE THEY WILL CONSTRUCT NO PERMANENT STRUCTURE WITHIN OR UPON ANY PUBLIC EASEMENT SHOWN HEREON, AND THE CITY OF IDAHO FALLS AND ITS SUCCESSORS, ASSIGNS, PERMITTEES OR LICENSEES SHALL ALSO HAVE THE RIGHT TO REMOVE, CUT OR TRIM ANY TREES, BRUSH, ORNAMENTAL SHRUBBERY OR PLANT WHICH MAY INJURE OR INTERFERE WITH THE USE THEREOF FOR ITS INTENDED PURPOSES, AND CITY OF IDAHO FALLS SHALL HAVE THE RIGHT, TO REMOVE ANY OBSTRUCTIONS ON SAID CROSS-ACCESS EASEMENT WHICH MAY INJURE OR INTERFERE WITH THE CITY OF IDAHO FALL'S USE THEREOF, SUCH RIGHT OF REMOVAL MAY BE EXERCISED WITHOUT PRIOR NOTICE TO OWNER OR OWNER'S HEIRS, SUCCESSORS, OR ASSIGNS.

OWNER OR ITS HEIRS, SUCCESSORS OR ASSIGNS FURTHER AGREE THAT THEY SHALL NOT PLANT ANY TREES, BRUSH, ORNAMENTAL SHRUBBERY OR PLANTS WHICH MAY HINDER THE SAFE AND EFFICIENT UTILIZATION OF SAID EASEMENTS.

OWNER OR ITS HEIRS, SUCCESSORS OR ASSIGNS, FURTHER AGREE THAT THEY SHALL CONSTRUCT NO STRUCTURES OR MAINTAIN ANY OBSTRUCTIONS ON SAID CROSS-ACCESS EASEMENTS, INCLUDING BUT NOT LIMITED TO GATES, BARRIERS, OR VEHICLES OF ANY TYPE.

OWNER OR ITS HEIRS, SUCCESSORS OR ASSIGNS, FURTHER AGREE TO MAINTAIN THE SAID CROSS-ACCESS EASEMENT AND TO REMOVE SNOW PURSUANT TO THE REQUIREMENTS OF THE INTERNATIONAL FIRE CODE §503 AS IT IS AMENDED FROM TIME TO TIME, AND AS ADOPTED BY THE CITY OF IDAHO FALLS, IDAHO.

OWNER OR ITS HEIRS, SUCCESSORS OR ASSIGNS HEREBY RELEASES THE CITY OF IDAHO FALLS AND ITS SUCCESSORS, ASSIGNS, PERMITEES OR LICENSEES FROM ANY CLAIM FOR DAMAGES, BASED UPON CONCEALED OR UNDISCLOSED PRIVATE IMPROVEMENTS CONSTRUCTED OR PERMITTED TO BE CONSTRUCTED BY OWNER OR ITS SUCCESSORS OR ASSIGNS WITHIN ANY PUBLIC EASEMENTS, SUBSEQUENT TO RECORDING THIS SUBDIVISION, THAT MAY BE INCURRED AS A RESULT OF THE CITY OF IDAHO FALLS AND ITS SUCCESSORS, ASSIGNS, PERMITEES OR LICENSEES ORDINARY USE OF THE PUBLIC EASEMENTS WITH DUE CARE.

OWNER OR ITS HEIRS, SUCCESSORS OR ASSIGNS DO HEREBY WARRANT AND SHALL DEFEND SUCH DEDICATION AND CONVEYANCES IN THE QUIET AND PEACEFUL POSSESSION OF THE PUBLIC OR THE CITY OF IDAHO FALLS, OR EACH LOT OWNER AS THE CASE MAY BE, AGAINST SAID OWNER AND ITS HEIRS AND ASSIGNS, AND AGAINST EVERY PERSON WHOMSOEVER WHO LAWFULLY HOLDS OR WHO LATER CLAIMS TO HAVE LAWFULLY HELD ANY RIGHTS IN SAID ESTATE AS OF THE DATE HEREOF.

IN WITNESS WHEREOF, OWNER HAS HEREUNTO SUBSCRIBED ITS SEAL AND SIGNATURE THIS _____DAY OF _____, 202____.

MLV ROLLANDET ID LLC (OWNER)

AN IDAHO LIMITED LIABILITY COMPANY

_____

COLBY COOMBS, MANAGER

## ACKNOWLEDGMENT

STATE OF

:SS.

COUNTY OF _____)

ON THIS_____ DAY OF_____, 20___, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID STATE, PERSONALLY APPEARED COLBY COOMBS, KNOWN OR IDENTIFIED TO ME TO BE THE *MANAGER* OF THE LIMITED LIABILITY COMPANY OF *MLV ROLLANDET ID LLC, AND THE PERSON* WHO SUBSCRIBED SAID LIMITED LIABILITY COMPANY'S NAME TO THE FOREGOING OWNER'S DEDICATION AND THE DRINKING WATER SYSTEM CERTIFICATE AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME IN SAID LIMITED LIABILITY COMPANY'S NAME AS A PERSON AUTHORIZED TO BIND SUCH LIMITED LIABILITY COMPANY.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED MY OFFICIAL SEAL THE DAY AND THE YEAR IN THIS CERTIFICATE FIRST ABOVE WRITTEN.

_____

NOTARY PUBLIC FOR THE STATE OF

RESIDING IN _____ COUNTY,

COMMISSION EXPIRATION DATE: _____



2194 Snake River Pkwy
Suite 205
Idaho Falls, Idaho
Main: 208-522-1223

HORROCKS ENGINEERS

STAFF REPORT
**FINAL PLAT**
**MLV INDUSTRIAL PARK**
**September 12, 2024**

IDAHO FALLS
Community Development Services

**Applicant:** Horrocks Engineering

**Project Manager:** Naysha Foster

**Location:** Generally, north of W Sunnyside Rd, east of McNeil Dr, south of W 25th E, west of Rollandet Ave.

**Size:** 4.996 acres
**Lots:** 6
**Buildable**: 6

**Existing Zoning:**
Site: LM
North: LM
South: LC
East: P
West: I&M

**Existing Land Uses:**
Site: Vacant
North: Industrial
South: Residential
East: Park
West: Industrial

**Future Land Use Map:**
Industrial

**Attachments:**
1. Subdivision and Zoning Ordinance Requirements
2. Maps and aerial photos
3. Final Plat

**Requested Action:** To approve the final plat for MLV Industrial Park.

**History:** The property was annexed and platted in 1981. The original plat was AL-SID Addition. The property was zoned Commercial. In 2018 as part of the City-wide initiated zone change the property was zoned LM. A rezone from LM to R3 was denied in 2021.

**Staff Comments:** This final plat consists of 6 buildable lots. The lots will be accessed from a private drive aisle that runs through the center of the plat from McNeil Drive to Rollandet Avenue. McNeil Drive is a local street and Rollandet Avenue is a major collector. Additional right-of-way is also being dedicated for both streets.

McNeil Drive was constructed with curb and gutter. Sidewalk improvements will be added at the time of site development. Rollandet Avenue currently has no curb and gutter or sidewalk. Additionally, two irrigation ditches run along the westside of the road. The applicant is working with Idaho Irrigation District on modifications and proposes to move the ditches to the west outside of the city right-of-way. This will allow for widening of the road and construction of curb, gutter, and sidewalk for this portion of Rollandet.

The current zoning is LM, Light Manufacturing and Heavy Commercial and is outside of the Airport Overlay Zone. The LM zone provides a light industrial zone for a primary use of non-nuisance industries and heavy commercial characterized by a variety of businesses, warehouses, equipment yards, and light manufacturing.

The lot sizes comply with the lot size standards in the LM zone. Block lengths comply with the subdivision standards.

**Staff Recommendation:** Staff and the Planning and Zoning Commission have reviewed the final plat and finds that it is consistent with the Subdivision and Comprehensive Zoning Ordinance. Staff recommend approval of the final plat.

**Subdivision Ordinance:** Boxes with an "X" indicated compliance with the ordinance.

| REQUIREMENTS | Staff Review |
|---|---|
| Requirements listed in Section 10-1: | |
| Building envelopes sufficient to construct a building. | X |
| Lot dimensions conform to the minimum standards of Zoning Ordinance. | X |
| Lots have full frontage on, and access to, a dedicated street. | X |
| Residential lots do not have direct access to arterial streets. | N/A |
| Direct access to arterial streets from commercial or industrial lots shall be permitted only where it can be demonstrated that: 1) The direct access will not impede the flow of traffic on the arterial or otherwise create an unsafe condition; 2) There is no reasonable alternative for access to the arterial via a collector street; 3) There is sufficient sight distance along the arterial from the proposed point of access; 4) The proposed access is located so as not to interfere with the safe and efficient functioning of any intersection; and 5) The developer or owner agrees to provide all improvements, such as turning lanes or signals, necessitated for the safe and efficient uses of the proposes access. | X |
| Adequate provisions shall be made for soil preservation, drainage patterns, and debris and waste disposal and collection. | X |
| Sidelines of lots shall be at, or near, right angles or radial to the street lines. All corner lots shall have a minimum radius of twenty feet on the property line. | X |
| All property within the subdivision shall be included within a lot or area dedicated for public use. | X |
| All corner lots zoned RP through R-3, inclusive, shall be a minimum of ten percent larger in area than the average area of all similarly zoned lots in the plat or subdivision under consideration. | N/A |
| All major streets in subdivision must conform to the major street plan of the City, as set forth in Comprehensive Plan. | N/A |
| The alignment and width of previously platted streets shall be preserved unless topographical conditions or existing buildings or structures required otherwise. | N/A |
| Residential lots adjoining arterial streets shall comply with: 1) Such lots shall have reverse frontage on the arterial streets, 2) such lots shall be buffered from the arterial street by any effective combination of the following: lot depth, earth berms, vegetation, walls or fences, and structural soundproofing, 3) Minimum lot depth shall be 150 ft except where the use of berms, vegetation, and structures can be demonstrated to constitute an effective buffer, 4) Whenever practical, existing roadside trees shall be saved and used in the arterial buffer, 5) Parking areas shall be used as part of the arterial buffer for high density residential uses, 6) Annexation and development agreement shall include provisions for installation and continued maintenance of arterial buffers. | N/A |

| | |
|---|---|
| Planning Director to classify street on basis of zoning, traffic volume, function, growth, vehicular & pedestrian safety, and population density. | N/A<br>Private drive aisle |

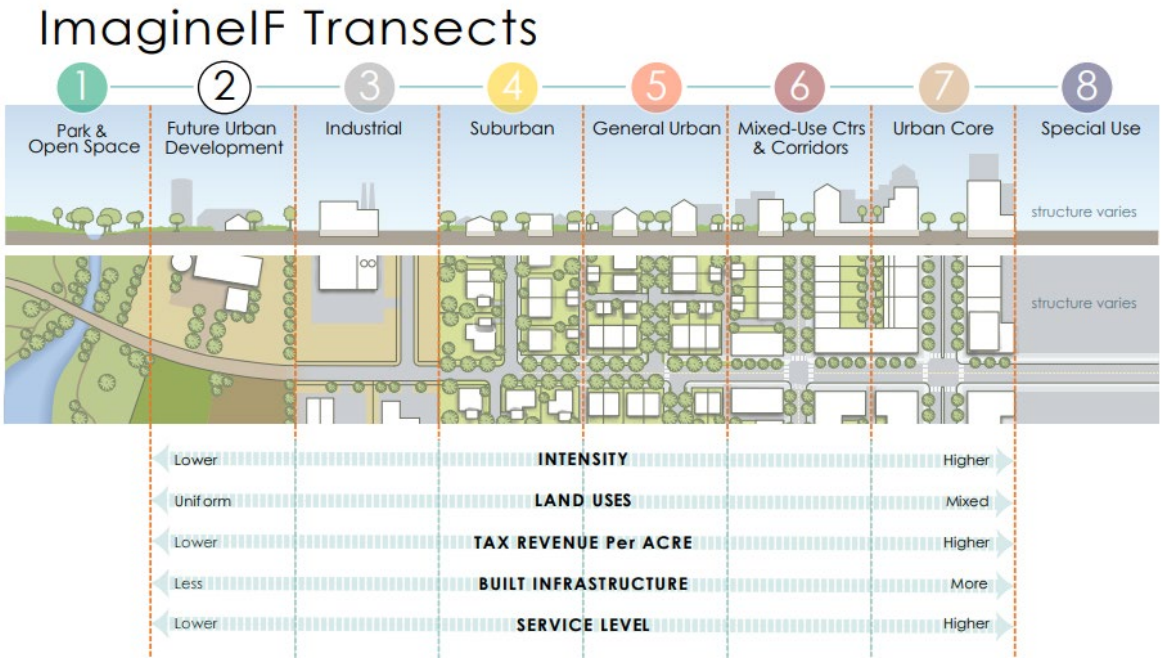
**Zoning Ordinance:**

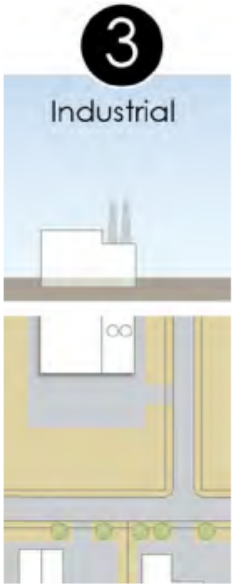
**11-3-7: Purpose of Industrial Zones**

LM Light Manufacturing and Heavy Commercial Zone. This zone provides a light industrial zone in which the primary use of land is for non-nuisance industries, and heavy commercial establishments. This Zone is characterized by a wide variety of businesses, warehouses, equipment yards, and light manufacturing and industrial uses, and located convenient to transportation systems.

**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. | | |






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

February 6, 2024 7:00 p.m. Planning Department

City Annex Conference Room

**MEMBERS PRESENT:** Commissioners Glen Ogden, Kristi Brower, Forrest Ihler, Marsha McDaniel, Bill Scott, Dale Storer, Arnold Cantu

**MEMBERS ABSENT:** Margaret Wimborne.

**ALSO PRESENT:** Assistant Planning Director Kerri Beutler, Planners Naysha Foster, Caitlin Long 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 January 16, 2024, Brower seconded the motion. The motion passed unanimously.**

**Business:**

**1. PLAT 23-032: FINAL PLAT. MLV Industrial Park.**

Foster presented the staff report, a part of the record.

Ihler asked if the private road is a driveway/easement or is it like a City Street more like a PUD. Foster stated it is private access to each lot, built to certain standards for Fire and that will come in the development agreement or as part of the site plan.

Storer asked how they determine the standards for the road, pavement depth, gravel base, width. Storer is concerned with heavy fire engines going down a private driveway to get to the interior lots and sinking in the mud. Storer wants to know how they enforce the City Standard unless the City is a party, and is the condition included in a development agreement. Storer was also concerned with how to enforce parking nuisances along the edge of the road. Storer feels it is a safety issue that gives him concern when they build 2 interior lots and can they safely get emergency vehicles into those lots.

Foster stated that during the predevelopment meeting there was a minimum width that was asked for by Fire and City Survey, and she went back through the review comments for the plat and there weren't any concerns or comments that were made in regard to those widths that were requested. In the past Fire does an inspection and the City holds building permits or CO permits until the standards fire has asked for is met.

Storer stated that there are no standards for a private road that is established by the City. Foster stated that there are standards in Fire Code. Storer quoted from the Subdivision Ordinance "Lots shall have full frontage on and access to a dedicated street." The private road doesn't allow full frontage for those 2 lots. Foster stated that they do have leverage to enforce the Fire Code. The Fire Code asks for 30' to get a ladder truck in and Fire will enforce that. Foster added that the Subdivision Code does state what Stroer quoted, but in conflict with that, the Zoning Code doesn't require frontage for any of the commercial zones, and in the past, they have consistently done it as frontage or access to a dedicated street. Storer asked how to regulate parking along the private road as City would have no jurisdiction to keep that road clear. Foster stated that is another reason that Fire asked for 30'. Fire will enforce that requirement and it is a big job. Storer asked how the City enforces an agreement that is it is not party too. Forster stated that they use the development agreement. Storer stated that if citizens park along the private road and there is a fire, no one is regulating the parking. Foster stated that Fire will have to deal with that.

Scott asked if the private road goes through to Rollandet or dead ends at the canal as there is no indication of a bridge over the canal. Foster stated that there has been discussion with the canal company to make a culvert or move the ditch so the road can go through to Rollandet.

**Applicant: Horrocks Engineering – not present.**

**Brower moved to recommend to the Mayor and City Council approval the final plat for MLV Industrial Park as presented, Cantu seconded the motion. Ogden called for roll call vote: Brower, yes; Cantu, yes; Storer, no; Ogden, yes; Scott, no; Ihler, yes; McDaniel, yes. Motion passed 5-2.**

**REASONED STATEMENT OF RELEVANT CRITERIA AND STANDARDS**

**APPROVAL OF THE FINAL PLAT OF MLV INDUSTRIAL PARK, LOCATED NORTH OF W SUNNYSIDE, EAST OF MCNEIL DR, SOUTH OF W 25TH E, WEST OF ROLLANDET AVE.**

**WHEREAS,** the applicant filed an application for a final plat on December 15, 2024; and

**WHEREAS,** this matter came before the Idaho Falls Planning and Zoning Commission during a duly noticed public meeting on February 6, 2024; and

**WHEREAS,** this matter came before the Idaho Falls City Council during a duly noticed public meeting on September 12, 2024; and

**WHEREAS,** having reviewed the application, including all exhibits entered and having considered the issues presented:

## I. RELEVANT CRITERIA AND STANDARDS

1. The Planning and Zoning Commission considered the request pursuant to the City of Idaho Falls Comprehensive Plan, the City of Idaho Falls Zoning Ordinance, the City of Idaho Falls Subdivision Ordinance, the Local Land Use Planning Act, and other applicable development regulations.
2. The property is an approximate 5-acre parcel located north of W Sunnyside, east McNeil Dr, south W 25th E, west of Rollandet Ave.
3. The final plat includes 6 buildable lots.
4. Access to the subdivision will come McNeil Dr and Rollandet Ave, utilizing a private drive aisle.
5. Right-of-way improvements to McNeil Drive and Rollandet Avenue will be required as development of the property.
6. The plat complies with all requirements of the Subdivision Ordinance and Zoning Ordinance.
7. The proposed development is consistent with the principles of the City's Comprehensive Plan and the LM, Light Manufacturing and Heavy Commercial Zone.

## II. DECISION

Based on the above Reasoned Statement of Relevant Criteria, the City Council of the City of Idaho Falls approved the Final Plat.

PASSED BY CITY COUNCIL OF THE CITY OF IDAHO FALLS

THIS _____ DAY OF _____, 2024

_____

Rebecca L. Noah Casper-Mayor

DEVELOPMENT AGREEMENT
MLV ROLLANDET INDUSTRIAL PARK

This DEVELOPMENT AGREEMENT MLV ROLLANDET INDUSTRIAL PARK ("AGREEMENT"), made this _____ day of _____, 2024, by and between CITY OF IDAHO FALLS, IDAHO, a municipal corporation of the State of Idaho, ("CITY"), whose mailing address is P.O. Box 50220, Idaho Falls, Idaho 83405, and MLV ROLLANDET ID, LLC, ("DEVELOPER"), whose mailing address is 2184 Channing Way # 463, Idaho Falls, Idaho 83404.

W I T N E S S E T H:

WHEREAS, DEVELOPER is the sole owner, in law or equity, of a certain tract of land in the County of Bonneville, State of Idaho, which land (hereafter referred to as "Subdivision"), is more particularly described in Exhibit "A" attached hereto and by this reference made a part hereof; and

WHEREAS, DEVELOPER desires to develop the Subdivision within CITY and has submitted a plat bearing the Subdivision name described in the caption of this AGREEMENT; and

WHEREAS, City Engineer, and the Idaho Falls Planning and Zoning Commission, have recommended such development be allowed, subject to certain requirements and obligations on the part of DEVELOPER; and

WHEREAS, CITY is willing to allow the development of the Subdivision within City of Idaho Falls, Idaho, subject to the terms and conditions of this AGREEMENT and the Special Conditions attached hereto; and

WHEREAS, CITY has authority to approve Subdivision plats and the construction of streets, utility lines and other public improvements within CITY; and

WHEREAS, DEVELOPER specifically waives DEVELOPER's right to protest development requirements described in this AGREEMENT, including DEVELOPER's right of judicial review contained in Chapter 52, Title 67, Idaho Code, and pursuant to the standards set forth in § 67-5279, Idaho Code; and

WHEREAS, DEVELOPER understands that the public improvements required herein are standards required pursuant to Idaho Falls City Code, Title 10, Chapter 1, and are authorized by Idaho Code §§ 67-6513 and 67-6518; and

WHEREAS, DEVELOPER and CITY believe that without the public improvements required

herein, CITY would not be able to otherwise provide for mitigation of the effects of the Subdivision development on the ability of CITY to deliver services without compromising quality of such service delivery to current CITY residents, or without imposing substantial additional costs upon current CITY residents to accommodate the proposed Subdivision; and

WHEREAS, CITY desires to ensure that public improvements consisting of those described in this AGREEMENT, including Special Conditions for the Subdivision, are constructed; and

WHEREAS, DEVELOPER understands that a waiver of public improvements is available pursuant to Idaho Falls City Code, but DEVELOPER specifically does not wish to request such a waiver and wishes to enter into this AGREEMENT; and

WHEREAS, DEVELOPER enters into this AGREEMENT of DEVELOPER's own free will and accord, without coercion and without inducement and at DEVELOPER's request; and

WHEREAS, DEVELOPER has read this AGREEMENT, has understood it, and has had the opportunity to avail itself of legal and other counsel prior to entering into this AGREEMENT and prior to signing it; and

WHEREAS, DEVELOPER has submitted a preliminary plat bearing the Subdivision name described in the caption of this AGREEMENT; and

WHEREAS, City Engineer and City Planning and Zoning Commission have recommended such Subdivision be approved subject to certain requirements and obligations on the part of DEVELOPER; and

WHEREAS, CITY is willing to approve the Subdivision to CITY, subject to the terms and conditions of this AGREEMENT and the Special Conditions attached hereto.

NOW, THEREFORE, in consideration of the covenants and conditions set forth herein, the parties agree as follows:

1. Approval of Subdivision. CITY hereby approves the Subdivision plat as described in Exhibit "A" attached hereto and made a part to this AGREEMENT by reference and agrees that upon DEVELOPER's full and complete performance of the terms and conditions hereto, it will accept and maintain the property dedicated to CITY on the Subdivision plat and all public facilities and improvements shown in the Improvement Plans for the Subdivision.

2. Improvement, Preliminary, and Final Improvement Plans. "Improvement Plans," used in this AGREEMENT, are engineer-designed plans showing all streets, sewer lines, water lines,

storm drains, street signs, traffic control devices, barricades, other public utilities (telephone, gas, electricity, fiber optic and irrigation facilities) and other public improvements contemplated within the Subdivision. "Preliminary Improvement Plans" as used in this AGREEMENT, are those Improvement Plans submitted and considered for the Subdivision development prior to the approval of City Engineer, and not yet approved for construction. "Final Improvement Plans" as used in this AGREEMENT, are those Improvement Plans submitted, considered and approved by City Engineer for the Subdivision development.

DEVELOPER anticipates that development of the entire Subdivision will occur in phases or divisions. DEVELOPER has filed, and City Engineer has approved, Improvement Plans for the public improvements to be constructed within public rights-of-way exterior to the Subdivision, (hereafter referred to as the "Exterior Improvement Plans") showing the width, location and alignment of all streets, sewer lines and water lines within the Subdivision and the size and materials specifications for such water and sewer lines. Prior to the commencement of any construction or development within any phase or division of the Subdivision, DEVELOPER shall also file with, and obtain the approval of, City Engineer Improvement Plans (hereafter the "Interior Improvement Plans") for all streets, sewer lines, water lines, storm drainage facilities, street signs, traffic control devices, barricades and other public improvements contemplated within such phase or division of the Subdivision. The filed Improvement Plans shall also show the proposed location of other public utilities (telephone, gas and electricity), and irrigation facilities affected by the development of such phase or division of the Subdivision. Preliminary Improvement Plans are incorporated herein by reference as though set out in full, and the Final Improvement Plans shall also, upon approval by City Engineer, be deemed to be incorporated herein by reference.

3. Construction of Public Improvements. Unless otherwise agreed in the Special Conditions, DEVELOPER shall, at its expense, design and construct all public improvements shown in the Exterior Improvement Plans and Interior Improvement Plans. Unless otherwise agreed in writing by City Engineer, DEVELOPER shall construct all required public improvements within such Improvement Plans in strict accordance with the approved Preliminary and Final Improvement Plans and CITY Standard Engineering Drawings and Specifications (hereafter referred to as the "Standard Specifications") in effect at the time the construction is accomplished. The Standard Specifications are incorporated herein by reference as though set out in full and compliance to the Standard Specifications is a condition of this AGREEMENT.

4. Permits. DEVELOPER shall obtain all right-of-way, excavation and/or other permits required by local ordinance and comply with all requirements therein with respect to the timely performance of the work governed by such permits.

5. Inspection. DEVELOPER shall retain a professional engineer (hereafter referred to as the "Project Engineer") licensed within the State of Idaho to supervise, inspect and test the

construction of all public improvements within the Subdivision in order to ensure such improvements are constructed in accordance with this AGREEMENT, the Improvement Plans and the Standard Specifications. DEVELOPER shall not materially deviate from the Improvement Plans or Standard Specifications without the express written approval of the City Engineer.

6. Corrected Improvement Plans. Prior to acceptance of any phase or division of the Subdivision, DEVELOPER will file "As Constructed"/ "As Built" Improvement Plans (hereafter referred to as the "Corrected Improvement Plans") with City Engineer. Such Corrected Improvement Plans shall be prepared by the Project Engineer and shall show the actual constructed location of all public improvements within the Subdivision including the horizontal and vertical location of all water, sewer and storm drain lines, individual building service lines curb and gutter alignment and street grades. Such Corrected Improvement Plans shall also specifically show all changes between the Final Improvement Plans and the public improvements as actually constructed. The Project Engineer shall also certify upon the Corrected Improvement Plans that such Corrected Improvement Plans correctly show all public improvements as actually constructed and that such public improvements have been constructed in accordance with the Standard Specifications in effect at the time such construction was accomplished. The Project Engineer shall also deliver to City Engineer all compaction reports, daily construction logs, reports, written tests, analysis and other data as may be necessary to verify or support the certification of the Project Engineer.

7. Acceptance of Subdivision. Upon satisfactory completion of such public improvements and facilities, DEVELOPER's delivery of Corrected Improvement Plans and the filing and approval by CITY of a final plat, CITY will accept that portion of the Subdivision for which a final plat has been approved. Such acceptance shall not be valid unless expressly acknowledged in writing by City Engineer. Except as otherwise expressly provided in the Special Conditions, upon acceptance of any phase or division within the Subdivision, CITY shall assume ownership and control of all public facilities within any dedicated street or public utility right-of-way within the Subdivision and shall execute and record an instrument documenting such acceptance and that also references the recording information for this AGREEMENT and thereby releasing the Subdivision, or the accepted portion thereof, from the encumbrances of this AGREEMENT. Acceptance of the Subdivision Improvements and recording the acceptance instrument shall not be deemed as a waiver of DEVELOPER's agreement herein to fully and completely perform the terms and conditions of this AGREEMENT, or as a waiver or release of the warranty set forth below in this AGREEMENT.

8. Warranty. DEVELOPER warrants that the materials and workmanship employed in the construction of all public improvements within the Subdivision shall be good and sound, and shall conform to generally accepted standards within the construction industry. Such warranty shall extend for a period of one (1) year after acceptance of any phase or division of the Subdivision

within which such improvements are located, by CITY, provided nothing herein shall limit the time within which CITY may bring an action against DEVELOPER on account of DEVELOPER's failure to construct such improvements in accordance with this AGREEMENT, the Improvement Plans or the Standard Specifications. DEVELOPER, and DEVELOPER's heirs, successors and assigns, shall and do hereby respectively warrant and agree, to defend the quiet and peaceful possession of CITY in all easements, rights-of-way, street dedications or other estates conveyed pursuant to the terms of this AGREEMENT or pursuant to the subdivision plat which is the subject hereof, from and against all claims against DEVELOPER and DEVELOPER's successors or assigns, respectively, and against every person whomsoever who lawfully holds, or who later lawfully claims to have held, rights in the premises by or through DEVELOPER and DEVELOPER's successors or assigns, respectively, as of the date of this AGREEMENT.

9. Water and Sewer Main Connection Charges. DEVELOPER agrees to pay to CITY at the time any separate sanitary sewer service or culinary water service connection to CITY sanitary sewer system or culinary water system is requested, all connection fees, main connection charges, and main charges as set forth in the City Code in effect at the time such request for service is made.

10. Failure to Pay Fees. In the event DEVELOPER fails or refuses to pay any of the fees, charges or costs set forth herein, CITY may disannex any property owned by DEVELOPER within the Subdivision or declare the entire unpaid balance immediately due and payable and collect such sums in the manner provided by law, or may pursue any other remedy set forth herein or as may be available at law or in equity. All such remedies shall be cumulative and CITY may pursue the same separately or simultaneously as it deems necessary or appropriate. In the event of such acceleration, all sums due shall bear interest at the rate established by law for judgments entered in the State of Idaho, commencing on the date the unpaid amount is declared immediately due and written demand therefor is delivered to DEVELOPER.

11. Participation by CITY. The parties agree that those portions of the water main, the sanitary sewer line, storm drains and street section work (hereafter collectively referred to as the "Shared Work"), the cost of which CITY has expressly agreed to pay pursuant to the Special Conditions, including any water or sewer line or storm line extensions, increased line size or capacity and road width or thickness, are required because of future service needs originating from properties not owned by DEVELOPER and located within the vicinity of the Subdivision, and that sound planning requires construction thereof at the present time in order to accommodate future expansion and development. In recognition of the cost savings which can be accomplished by construction of such excess capacity and improvements concurrently with the facilities to be constructed for DEVELOPER's purposes, and the impracticality or impossibility of constructing such excess capacity and improvements separately or at a later time, DEVELOPER agrees to design and construct such facilities subject to CITY's agreement to reimburse DEVELOPER for a portion of such costs, all as set forth in the Special Conditions. Prior to the commencement of the

Shared Work, DEVELOPER shall obtain and deliver to CITY three (3) independent bona fide bids for the performance of such work from qualified and responsible contractors. Such bids shall be solicited and itemized in a manner which allows clear and specific identification of that portion of the construction work for which CITY is responsible. CITY shall have no obligation to pay for any portion of the costs of the Shared work unless prior to the commencement of the work, the parties have expressly agreed in writing to a specific amount for which CITY will reimburse the DEVELOPER. Payment of such costs by CITY shall be due within thirty (30) days from acceptance of the Subdivision by CITY and delivery of an itemized statement to CITY setting forth in detail the total amount of the costs for which CITY is responsible.

12. Special Conditions. In recognition of the unique circumstances relative to this Subdivision the parties agree to the Special Conditions attached hereto as Exhibit "B" and by this reference made a part hereof.

13. Irrigation Facilities. DEVELOPER shall relocate or reconstruct, at DEVELOPER's expense, all ditches, headgate structures, culverts, siphons, drywells or other similar appurtenant structures that will be impaired or otherwise disturbed by the construction of this Subdivision. DEVELOPER shall also obtain the consent of all persons or entities who have any water right or control over such structures. DEVELOPER shall also indemnify and hold CITY harmless from any action, claim, demand or cost of any kind, including attorney's fees and court costs, arising from the relocation or reconstruction of such facilities or DEVELOPER's failure to properly relocate or reconstruct such facilities.

14. Relocation of Power Lines. DEVELOPER shall relocate at its expense, all existing electric utility poles or other utility lines or fixtures necessary to construct the public improvements within this Subdivision as shown on the Improvement Drawings.

15. Construction Schedule Change. Any modification to the public improvements shown in the Improvement Drawings or to the construction phase limits shall be approved by City Engineer. Prior to said approval, revised Improvement Drawings shall be resubmitted to City Engineering Department showing the proposed changes.

16. Taxes and Assessments. DEVELOPER shall pay all real property taxes and assessments levied or assessed against any interest in real property which DEVELOPER has agreed to convey to CITY pursuant to this AGREEMENT up to the date the final Subdivision plat for this Subdivision is recorded. Such taxes and assessments shall be paid prior to the acceptance by CITY of the public improvements within any phase or division of the Subdivision.

17. Occupancy. No building or structure within the Subdivision shall be used or occupied for any purpose other than for the construction of such building or structure, unless a final plat has

been filed and approved and all public improvements within the plat have been completed and accepted by City Engineer. CITY may withhold Certificates of Occupancy until all such work has been completed. Nothing herein shall prevent the use of a model building for the purpose of DEVELOPER's sales promotional efforts provided the building is not occupied for any other commercial or industrial purposes.

18. Default. In the event DEVELOPER fails to comply with the terms and conditions hereof in any material respect, CITY may, without further notice to DEVELOPER, exercise any or all of the following remedies:

A. Withhold the issuance of any building permit or certificate of occupancy for any structure located within any phase or division of the Subdivision affected by such default;

B. Withhold the connection of water, sewer or electric service to any property located within any phase or division of the Subdivision affected by such default;

C. Refuse to accept public ownership and maintenance of public improvements within any phase or division of the Subdivision affected by such default and record a notice of such action with the Bonneville County Recorder's office;

D. Issue a stop work order for any building under construction within any phase or division of the Subdivision affected by such default;

E. Withhold reimbursement of Subdivision inspection fees collected pursuant to the Idaho Falls City Code; and

F. Bring an action for damages, injunctive relief, specific performance or any other remedy available at law or in equity.

19. Notices. Any notice required by this AGREEMENT shall be mailed to the receiving party at the address set forth above or such other address as may be delivered to the sending party in writing. Such notice shall be mailed by certified mail, return receipt requested, postage prepaid and addressed as set forth above and shall be deemed received upon its deposit in the United States mail in such manner.

20. Recording and Recording Fees. CITY may record this AGREEMENT with the Bonneville County Recorder's office and prior to the execution and approval of this AGREEMENT, DEVELOPER shall pay to CITY all recording fees necessary to record this AGREEMENT with the Bonneville County Recorder's office. Prior to the approval of any final plat within the Subdivision, DEVELOPER shall pay to CITY all recording fees necessary to record such final plat with the Bonneville County Recorder's office.

21. Irrigation District Release. Prior to the approval of the Subdivision plat, DEVELOPER shall: (i) include a statement on the Subdivision plat that the property subject to this AGREEMENT has been excluded from the applicable irrigation district and reference the district's exclusion order by recording date and instrument number; or (ii) obtain a certification upon the Subdivision plat signed by any irrigation district, canal company, ditch association or other similar water delivery entity who provides or delivers water to any property located within the Subdivision. This certification shall contain a statement certifying that the property subject to this AGREEMENT has been excluded from the irrigation district, canal company, ditch association or other similar water delivery entity who provides or delivers water to any property located within the Subdivision or the water rights for all property within the Subdivision have been transferred from such property and that all liens and assessments of such water delivery entity have been satisfied and released.

22. Compliance With Applicable Law and Regulation. DEVELOPER agrees to comply with all applicable rules, regulations, Ordinances, Resolutions, statutes or administrative laws having applicability to development to this Subdivision and or phase of this Subdivision including, of those of CITY, Bonneville County, the State of Idaho, the United States of America, or any agency or political subdivisions thereof having jurisdiction over the Subdivision and to obtain any permits, licenses, permissions, authorizations, etc., that are required for such development.

23. Conflict With Standard Specifications. In the event of any conflict between the terms of this AGREEMENT or the Improvement Plans and the Standard Specifications, the terms of this AGREEMENT or the Improvement Plans shall prevail over any contrary provision of the Standard Specifications. In the event of any conflict between the terms of this AGREEMENT and the Improvement Plans, the terms of this AGREEMENT shall prevail.

24. Covenants Appurtenant to the Land. All covenants and conditions set forth herein shall be appurtenant to and run with the Subdivision and shall be binding upon DEVELOPER's heirs, successors or assigns.

25. Governing Law. 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 District of the State of Idaho, Bonneville County or in the United States District Court for the District of Idaho.

26. 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 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.

27. Certification of No Chinese Ownership. 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.

27. Non-Discrimination. DEVELOPER 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.

28. Entire Agreement. This writing evidences the final and complete agreement between the parties and no other prior statement, representation or understanding shall be binding upon the parties unless expressly set forth herein.

29. Effective Date. This AGREEMENT shall become valid and binding only upon its approval by CITY Council of CITY and upon its execution by the Mayor.

INWITNESS WHEREOF, the parties have hereunto set their hands and seals this day and year first above written.

ATTEST:

CITY OF IDAHO FALLS, IDAHO

_____
Corrin Wilde, City Clerk

By _____
Rebecca L. Noah Casper, Ph.D., Mayor

MLV ROLLANDET ID, LLC

By _____
Colby A. Coombs, CEO

STATE OF IDAHO )
) ss.
County of Bonneville )

On this _____day of _____, 2024, before me, the undersigned, a notary public for Idaho, personally appeared Rebecca L. Noah Casper, Ph.D., 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 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.

_____
Notary Public of Idaho
(Seal) Residing at: _____
My Commission Expires:_____

STATE OF IDAHO )
) ss:
County of Bonneville )

On this 27 day of August, 2024, before me, the undersigned, a notary public, in and for said State, personally appeared Colby A. Coombs, known or identified to me to be an authorized signator and 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 said developer.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year in this certificate first above written.

MARY KILLPACK
COMMISSION NO. 20180073
NOTARY PUBLIC
STATE OF IDAHO
MY COMMISSION EXPIRES 01/16/2030
(Seal)

Mary Killpack
Notary Public of Idaho
Residing at: Idaho Falls
My Commission Expires: 1/16/2030

**EXHIBIT "A"**
**PROPERTY**

**LEGAL DESCRIPTION**
**MLV ROLLANDET INDUSTRIAL PARK**

A PARCEL OF LAND, BEING LOT 1, BLOCK 1 OF AL SID ADDITION TO THE CITY OF IDAHO FALLS, AS RECORDED AS INSTRUMENT NUMBER 614586, RECORDS OF BONNEVILLE COUNTY, LYING IN THE NORTH EAST 1/4 OF THE SOUTH EAST 1/4, SECTION 25, TOWNSHIP 2 NORTH, RANGE 37 EAST, BOISE MERIDIAN, BONNEVILLE COUNTY, IDAHO, SAID PARCEL IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT AN ALUMINUM CAP MARKING THE EAST 1/4 CORNER OF SAID SECTION 25, FROM WHICH THE SOUTH EAST SECTION CORNER OF SAID SECTION 25 LIES S.00°01'56"W. 2657.87 FEET, THENCE S.00°01'56"W., ALONG THE EAST LINE OF SAID SECTION 25, 264.00 FEET TO A POINT, THENCE N.89°59'03"W. 30.00 FEET TO A POINT, SAID POINT BEING THE POINT OF BEGINNING;

THENCE S.00°01'56"W., ALONG THE EAST LINE OF LOT 1 BLOCK 1 AL SID ADDITION, 345.76 FEET TO THE SOUTHEAST CORNER OF SAID LOT 1;

THENCE N.89°55'18"W., ALONG THE SOUTH LINE OF SAID LOT 1 BLOCK 1 OF AL SID ADDITION, 630.10 FEET TO THE SOUTHWEST CORNER OF SAID LOT 1 AL SID ADDITION;

THENCE N.00°02'00"E., ALONG THE WEST LINE OF SAID LOT 1 BLOCK 1 AL SID ADDITION, 345.07 FEET TO THE NORTHWEST ;

THENCE S.89°59'03"E., ALONG THE NORTH LINE OF SAID AL SID ADDITION, 630.09 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS APPROXIMATELY 4.996 ACRES.

**EXHIBIT "B"**
**SPECIAL CONDITIONS**

**MLV ROLLANDET INDUSTRIAL PARK**

**S.C. 1.00 Traffic Signs.** DEVELOPER agrees to install all street signs designating the names of all streets within the Subdivision. Street signs designating the name of public streets shall be constructed with white letters over green background. Street signs designating the name of private streets shall be constructed with white lettering over blue background. Such signs shall be installed in the manner and locations as directed by CITY's Engineer.

**S.C. 2.00 Access to Rollandet Ave and McNiel Drive.** Access shall be in accordance with the Bonneville Metropolitan Planning Organization ("BMPO") Access Management Plan.

**S.C. 3.00 Street Section Improvements for Rollandet Avenue.** DEVELOPER shall be responsible for the design and construction of (275 ft) improvements in Rollandet Avenue through the limits of the Subdivision in accordance with CITY approved Improvement Drawings. DEVELOPER shall be responsible for the design and construction costs. DEVELOPER shall also provide for the landscape strip between the curb and the sidewalk. Maintenance of the landscape strip shall be the responsibility of DEVELOPER or DEVELOPER's heirs, successors, or assigns.

**S.C. 4.00 Rollandet Avenue Roadway Street Section Improvements.** Due to ditch relocation coordination issues at the north (31 feet) and south (42 feet) ends of Rollandet Avenue along the Subdivision, DEVELOPER is not able to complete the sidewalk at this time. DEVELOPER shall be responsible for the construction cost of sidewalk, ditch relocation and landscape strip for a total of seventy-three feet (73') feet to the north and south boundary line of the Subdivision. Payment in lieu of construction shall be provided to CITY in the amount of Thirty-Five Thousand Dollars ($35,000) for work associated with the referenced construction.

**S.C. 5.00 Existing Infrastructure.** When it is necessary to move or remove existing infrastructure not belonging to CITY and not within CITY right-of-way, DEVELOPER shall coordinate such activities with the applicable owner, (e.g., poles owned by Pacificorp, dba Rocky Mountain Power). Any existing electrical infrastructure owned by Pacificorp, dba Rocky Mountain Power, will require a buy-out from DEVELOPER prior to receipt of electrical service from CITY. Request for the buy-out, if any, is to be initiated by DEVELOPER after annexation.

**S.C. 6.00 Construction of Idaho Falls Power and Idaho Falls Fiber Infrastructure.** DEVELOPER shall, at DEVELOPER's sole expense, install all power infrastructure as described and illustrated on the Idaho Falls Power approved and signed contractor's map provided and reviewed by Idaho Falls Power. All power infrastructure installation shall conform with Idaho Falls Power's service policy. Typical power trench installation shall have a warranty of workmanship of one (1) year beginning at the time of CITY's final acceptance. However, if power infrastructure is installed during

winter conditions (where frost is evident in the ground and backfill has the potential to be frozen earth) the warranty of workmanship shall be extended to two (2) full years beginning at the time of CITY's final acceptance. DEVELOPER shall incur all costs associated with Idaho Falls Power/Idaho Falls Fiber crews removing infrastructure in order to remedy settling. This includes, but is not limited to, all settlement of trenching, transformer bases, fiber boxes, and/or conduit separation.

**S.C. 7.00 Storm Drainage.** Storm Drainage shall be designed and constructed to accommodate drainage of the lots within the Subdivision by DEVELOPER. The storm drainage system shall meet CITY's Storm Drainage Policy. The storm pond shall be constructed as shown on the CITY-approved Improvement Drawings. DEVELOPER shall provide for the installation of landscaping and an irrigation system, at DEVELOPER's sole expense, to serve this Subdivision. Maintenance of the storm pond shall be the responsibility of DEVELOPER or DEVELOPER's heirs, successors, or assigns.

**S.C. 8.00 Water Line Connection in Rollandet Avenue.** CITY agrees to allow DEVELOPER to connect to the water main located in Rollandet Avenue, subject to DEVELOPER's payment of the water main connection fees in the amount of Fifteen Thousand Nine Hundred Fifty Dollars and Sixty Cents ($15,950.60; 346 feet currently at $46.10 per foot), pursuant to section 8-4-14 (C) of the City Code. Mainline connection fee costs are subject to adjustment when CITY fee resolution is adjusted from time to time by City Council. This fee amount is subject to fee adjustments at time of building permit application. Pursuant to section 8-4-14 (B) of the City Code, DEVELOPER or DEVELOPER's heirs or assigns shall also pay individual water system connection fees each time an individual water service line is connected to CITY water systems. Such fees shall be paid in the amounts and manner set forth in such Code Sections.

**S.C. 9.00 Sewer Main Connection Fee McNeil Drive.** CITY agrees to allow DEVELOPER to connect to the sewer main located in McNeil Drive, subject to DEVELOPER's payment of the sewer main connection charge pursuant to section 8-1-23(C) of the City Code in the amount of Nine Thousand Three Hundred Forty-Two Dollars ($9,342.00; 346 feet; currently at $27.00 per foot). Mainline connection fee costs are subject to adjustment when CITY fee resolution is adjusted from time to time by City Council. This fee amount is subject to fee adjustments at time of building permit application. Pursuant to section 8-1-23(B) of the City Code, DEVELOPER or DEVELOPER's heirs or assigns shall also pay individual sewer connection fees each time an individual sewer service line is connected to CITY sewer system. Such fees shall be paid in the amounts and manner set forth in such Code Section.

# Memorandum

**File #:** 24-317 **City Council Meeting**

**FROM:** Wade Sanner, Director
**DATE:** Wednesday, August 28, 2024
**DEPARTMENT:** Community Development Services

**Subject**
Final Plat and Reasoned Statement of Relevant Criteria and Standards, Eagle Rock Town Center Division No. 4.

**Council Action Desired**
☐ Ordinance ☐ Resolution ☐ Public Hearing
☒ Other Action (Approval, Authorization, Ratification, etc.)
1. Accept or Approve the Final Plat for Eagle Rock Town Center Division No. 4 and give authorization for the Mayor, City Engineer, and City Clerk to sign said Final Plat (or take other action deemed appropriate).

2. Approve the Reasoned Statement of Relevant Criteria and Standards for the Final Plat for Eagle Rock Town Center Division No. 4 and give authorization for the Mayor to execute the necessary documents (or take other action deemed appropriate).

**Description, Background Information & Purpose**
Attached is the application for the Final Plat and Reasoned Statement of Relevant Criteria and Standards for Eagle Rock Town Center Division No. 4. The Planning and Zoning Commission considered this item at its June 6, 2023, meeting and unanimously voted to recommend approval of the final plat to the Mayor and City Council as presented. On August 6, 2024, the Planning and Zoning Commission reviewed the plat again regarding an extension of the plat since their previous recommendation had been given over a year prior. The Planning and Zoning Commission voted unanimously to recommend approval of the final plat with the condition that the City Attorney review the overlapping public and private utility easements. The easements were forwarded to the City Attorney and City Surveyor for review (comments are attached). They determined there wasn't a concern with the overlapping public and private utility easements as shown on the plat.

**Alignment with City & Department Planning Objectives**



☐ ☒ ☒ ☐ ☒ ☐ ☐ ☐

A successful Plat should be consistent with the Comprehensive Plan and Zoning Ordinance, which includes policies and goals related to Growth, Sustainability, Transportation, and Livable Communities.

**Interdepartmental Coordination**
The Final Plat was reviewed by staff from Fire, Idaho Falls Power, BMPO, as well as the Water, Planning, Wastewater, and Engineering/Survey Divisions.

**Fiscal Impact**
NA

**Legal Review**
This application has been reviewed by the Legal Department and is consistent with applicable law.

# Zoning

## PLAT23-009 Eagle Rock Town Center Div 4

RE R1 TN R3 PB LC R&D I&M
RP R2 RMH R3A CC HC LM P



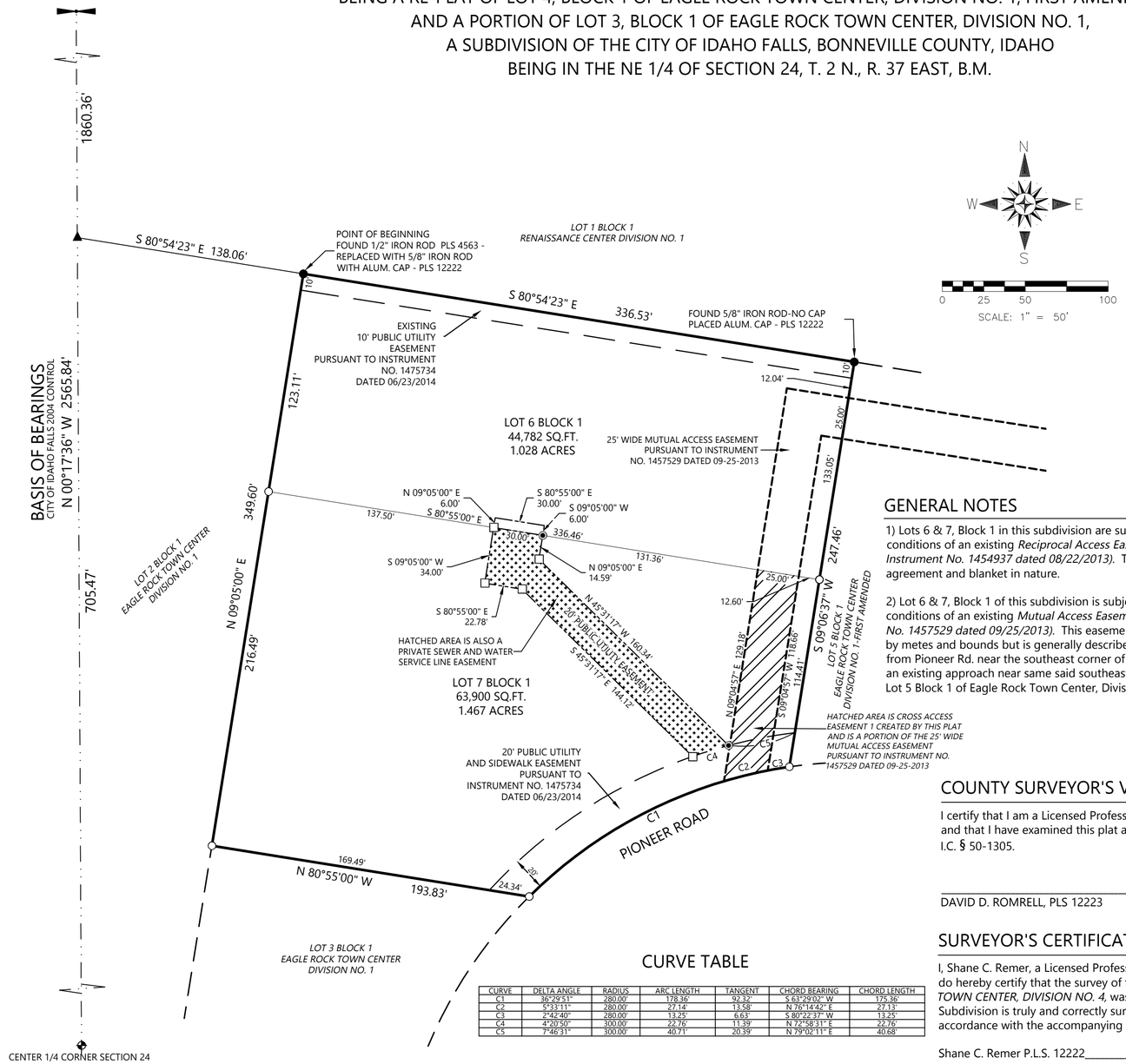
Aerial

# PLAT23-009 Eagle Rock Town Center Div 4



# EAGLE ROCK TOWN CENTER, DIVISION NO. 4,

A SUBDIVISION OF THE CITY OF IDAHO FALLS, BONNEVILLE COUNTY, IDAHO,
BEING A RE-PLAT OF LOT 4, BLOCK 1 OF EAGLE ROCK TOWN CENTER, DIVISION NO. 1, FIRST AMENDED,
AND A PORTION OF LOT 3, BLOCK 1 OF EAGLE ROCK TOWN CENTER, DIVISION NO. 1,
A SUBDIVISION OF THE CITY OF IDAHO FALLS, BONNEVILLE COUNTY, IDAHO
BEING IN THE NE 1/4 OF SECTION 24, T. 2 N., R. 37 EAST, B.M.




## GENERAL NOTES

1) Lots 6 & 7, Block 1 in this subdivision are subject to the terms and conditions of an existing *Reciprocal Access Easement (Pursuant to Instrument No. 1454937 dated 08/22/2013).* This easement is an agreement and blanket in nature.

2) Lot 6 & 7, Block 1 of this subdivision is subject to the terms and conditions of an existing *Mutual Access Easement (Pursuant to Instrument No. 1457529 dated 09/25/2013).* This easement is not specifically described by metes and bounds but is generally described as the existing approach from Pioneer Rd. near the southeast corner of said Lot 7 which also includes an existing approach near same said southeast corner providing access to Lot 5 Block 1 of Eagle Rock Town Center, Division No. 1, First Amended.

## CURVE TABLE

| CURVE | DELTA ANGLE | RADIUS | ARC LENGTH | TANGENT | CHORD BEARING | CHORD LENGTH |
|---|---|---|---|---|---|---|
| C1 | 36°29'51" | 280.00' | 178.36' | 92.32' | S 63°29'02" W | 175.36' |
| C2 | 5°33'11" | 280.00' | 27.14' | 13.58' | N 76°14'42" E | 27.13' |
| C3 | 2°42'40" | 280.00' | 13.25' | 6.63' | S 80°22'37" W | 13.25' |
| C4 | 4°20'50" | 300.00' | 22.76' | 11.39' | N 72°58'31" E | 22.76' |
| C5 | 7°46'31" | 300.00' | 40.71' | 20.39' | N 79°02'11" E | 40.68' |

## LEGEND

- PLSS CORNER CONTROL
- PLSS CORNER CONTROL
- PLACED 5/8" X 24" IRON ROD WITH CAP INSCRIBED PLS 12222 OR AS NOTED
- PLACED 1/2" X 24" IRON ROD WITH CAP INSCRIBED PLS 12222
- PLACED 1" DIAMETER BRASS PLUG MONUMENT INSCRIBED PLS 12222
- CALCULATED POINT
- FOUND IRON ROD AS NOTED
- SECTION LINE
- SURVEYED BOUNDARY LINE
- EXISTING PUBLIC UTILITY EASEMENT OR AS NOTED
- ADJOINING SUBDIVISION LOT LINE
- EASEMENTS GRANTED PURSUANT TO THE EXECUTION OF THIS INSTRUMENT
- EXISTING MUTUAL ACCESS EASEMENT SIDELINE AS NOTED
- CP&FR — CORNER PERPETUATION AND FILING RECORD

## CITY'S ACCEPTANCE

The accompanying plat was duly accepted and approved and the grants and dedications are hereby accepted by the City Council of Idaho Falls adopted this ____ day of _____, 2024.

MAYOR

CITY CLERK

CITY ENGINEER
CHRISTOPHER CANFIELD, PE 10551

CITY SURVEYOR
KENNETH BALDWIN ROBERTS, PLS 9755

## COUNTY SURVEYOR'S VERIFICATION

I certify that I am a Licensed Professional Land Surveyor in the State of Idaho and that I have examined this plat and find that it complies with I.C. § 50-1305.

DAVID D. ROMRELL, PLS 12223 — DATE

## SURVEYOR'S CERTIFICATE

I, Shane C. Remer, a Licensed Professional Land Surveyor in the State of Idaho, do hereby certify that the survey of this Subdivision, designated as *EAGLE ROCK TOWN CENTER, DIVISION NO. 4,* was made under my direction, and that said Subdivision is truly and correctly surveyed and staked as provided by law and in accordance with the accompanying plat as described hereon.

Shane C. Remer P.L.S. 12222_____

PROFESSIONAL LAND SURVEYOR
REGISTERED
12222
STATE OF IDAHO
SHANE C. REMER

## SURVEYOR'S NARRATIVE

The boundary as shown hereon has been determined by the boundary of Lot 4 Block 1 of Eagle Rock Town Center, Division No. 1, First Amended as well as the boundary of Lot 3 Block 1 of Eagle Rock Town Center, Division No. 1.
Found monuments were accepted as shown hereon and the corners that have been obliterated were placed at record measurement and with monuments as described hereon.

## RECORDER'S CERTIFICATE

I hereby certify that the foregoing plat ***EAGLE ROCK TOWN CENTER, DIVISION NO. 4***, was filed in the Office of the Recorder of Bonneville County, Idaho

BONNEVILLE COUNTY RECORDER — DATE

## TREASURER'S CERTIFICATE

I, the undersigned County Treasurer in and for the County of Bonneville, State of Idaho, pursuant to the requirements of I.C. § 50-1308, do hereby certify that all County property taxes due for the property included in the boundary description shown hereon are current.

BONNEVILLE COUNTY TREASURER — DATE

## BOUNDARY DESCRIPTION

ALL OF LOT 4, BLOCK 1, EAGLE ROCK TOWN CENTER DIVISION NO. 1 - FIRST AMENDED AND PART OF LOT 3, BLOCK 1, EAGLE ROCK TOWN CENTER DIVISION NO. 1, IN THE NE 1/4 OF SECTION 24, TOWNSHIP 2 NORTH, RANGE 37 EAST OF THE BOISE MERIDIAN, CITY OF IDAHO FALLS, BONNEVILLE COUNTY, IDAHO MORE PARTICULARLY DESCRIBED AS:
BEGINNING AT THE NORTHWEST CORNER OF LOT 4 BLOCK 1 OF EAGLE ROCK TOWN CENTER, DIVISION NO. 1, FIRST AMENDED, SAID POINT BEING MARKED BY A 5/8" IRON ROD WITH ALUMINUM CAP INSCRIBED PLS 12222;
THENCE S 80°54'23" E 336.53 FEET ALONG THE NORTH LINE OF SAID LOT 4 TO THE NORTHEAST CORNER THEREOF WHICH IS MARKED BY A 5/8" IRON ROD WITH ALUMINUM CAP INSCRIBED PLS 12222;
THENCE S 09°06'37" W 247.46 FEET ALONG THE EAST LINE OF SAID LOT 4 TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT WHICH MARKED BY A 5/8" IRON ROD WITH ALUMINUM CAP INSCRIBED PLS 12222;
THENCE SOUTHWESTERLY 178.36 FEET ALONG SAID CURVE TO THE LEFT TO A POINT BEING MARKED BY A 5/8" IRON ROD WITH ALUMINUM CAP INSCRIBED PLS 12222, THE CURVE DATA TO SAID CURVE IS AS FOLLOWS:
RADIUS = 280.00 FEET, DELTA = 36°29'51", CHORD BEARING = S 63°29'02" W, CHORD DISTANCE = 175.36 FEET;
THENCE N 80°55'00" W 193.83 FEET TO A POINT ON THE WESTERLY LINE OF SAID LOT 3 WHICH IS MARKED BY A 5/8" IRON ROD WITH ALUMINUM CAP INSCRIBED PLS 12222;
THENCE N 09°05'00" E 349.60 FEET ALONG THE WEST LINE OF SAID LOTS 3 AND 4 TO THE POINT OF BEGINNING.
CONTAINING 2.495 ACRES MORE OR LESS.

## HEALTH DEPARTMENT CERTIFICATE OF APPROVAL

Sanitary restrictions as required by I.C. § 50-1326 have been satisfied based on Department of Environmental Quality review and approval for the design plans and specifications and the conditions imposed on the developer for continued satisfaction of sanitary restrictions. Water and sewer line have been completed and services certified as available. Sanitary restrictions may be reimposed, in accordance with I.C. § 50-1326, by the issuance of a certificate of disapproval.

EASTERN IDAHO PUBLIC HEALTH DISTRICT

ENVIRONMENTAL HEALTH SPECIALIST, REHS — Date:

## DRINKING WATER SYSTEM CERTIFICATE

Pursuant to I.C. § 50-1334, the OWNER does hereby, certify that all lots shown on this plat are eligible to receive water from the City of Idaho Falls municipal water system, and said City has agreed in writing to provide culinary water service to said lots pursuant to the provisions of Title 8, Chapter 4 of the Idaho Falls City Code, as amended from time to time.
IN WITNESS WHEREOF, OWNER has hereunto set its signature this _____day of _____, 2024.

GFB, LLC

CLINT TAVENNER, MEMBER

## IRRIGATION WATER RIGHTS STATEMENT

Water rights and assessment obligations are not appurtenant to the lands included within this plat. Lots within this subdivision will not receive a water right.


CORNERSTONE GEOMATICS
A Professional Land Surveying Company
(208) 390-8643 • 1582 N. 775., Shelley, ID 83274 • shane@cornerstonegeomatics.org
WWW.cornerstonegeomatics.org


"Commit to the Lord whatever you do, and he will establish your plans." Proverbs 16:3

DRAWN BY SCR
CHECKED BY SCR
PROJECT NO. 0913
DATE 02/15/2024
SHEET 1 OF SHEETS 2

Z:\0913 GGB LLC\City Reviews MC\0172 Deseret Book Plat-2023 Resubmit (2 MC).dwg

# EAGLE ROCK TOWN CENTER, DIVISION NO. 4,

A SUBDIVISION OF THE CITY OF IDAHO FALLS, BONNEVILLE COUNTY, IDAHO,
BEING A RE-PLAT OF LOT 4, BLOCK 1 OF EAGLE ROCK TOWN CENTER, DIVISION NO. 1, FIRST AMENDED,
AND A PORTION OF LOT 3, BLOCK 1 OF EAGLE ROCK TOWN CENTER, DIVISION NO. 1,
A SUBDIVISION OF THE CITY OF IDAHO FALLS, BONNEVILLE COUNTY, IDAHO
BEING IN THE NE 1/4 OF SECTION 24, T. 2 N., R. 37 EAST, B.M.

## OWNER'S DEDICATION

Know all men by these presents: that the undersigned GFB, LLC an Idaho limited liability company, is the lawful OWNER of the tract of land included within the boundary description shown hereon and has caused the same to be platted and divided into blocks, lots, and streets, which plat shall hereafter be known as *EAGLE ROCK TOWN CENTER, DIVISION NO. 4*, a subdivision of the City of Idaho Falls, Idaho, Bonneville County, Idaho.

Be it further known, that OWNER does hereby dedicate grant and convey to the public, all streets and right-of-ways shown hereon, that the OWNER also does hereby grant and convey to the City of Idaho Falls all public easements forever as irrevocable permanent non-exclusive public easements as shown and described hereon.

OWNER does hereby grant and convey to lot 6 of Block 1, a private cross-access easement as shown and described hereon and labeled as CROSS ACCESS EASEMENT 1, the said private cross-access easement is granted by the mutual consent and agreement between the parties, the adequacy and receipt of which is hereby acknowledged, that the OWNER also does hereby grant, bargain, and convey to the OWNER of said Lot, its licensees, invitees, agents, successors, and assigns, the full and free right for said OWNER and said OWNER'S tenants, servants, invitees, licensees, and visitors to the private cross-access agreements described herein in common with all persons designated to have a like right at all times hereafter, for ingress and egress and vehicular access, and a perpetual easement for roadway purposes, on and across the property, except for parking, that OWNER also does hereby grant and convey to the City of Idaho Falls forever a non-exclusive irrevocable easement for right-of-way for emergency vehicles and emergency responders, across the cross-access easement CROSS ACCESS EASEMENT 1.

OWNER, its heirs, successors or assigns, hereby grants a permanent private sewer and water service easement for water and sewer service lines to the owner of Lot 6 Block 1 as shown hereon and described as PRIVATE SERVICE LINE EASEMENT. Said easement lies within the 20' public utility easement as shown hereon.

OWNER, its heirs, successors or assigns, agree they will construct no permanent structure within or upon any public easement shown hereon, and the City of Idaho Falls and its successors, assigns, permittees or licensees shall also have the right to remove, cut or trim any trees, brush, ornamental shrubbery or plant which may injure or interfere with the use thereof for its intended purposes, and City of Idaho Falls shall have the right, to remove any obstructions on said cross-access easement which may injure or interfere with the City of Idaho Fall's use thereof, such right of removal may be exercised without prior notice to OWNER or OWNER'S heirs, successors, or assigns.

OWNER or its heirs, successors or assigns further agree that they shall not plant any trees, brush, ornamental shrubbery or plants which may hinder the safe and efficient utilization of said easements.

OWNER or its heirs, successors or assigns, further agree that they shall construct no structures or maintain any obstructions on said cross-access easements, including but not limited to gates, barriers, or vehicles of any type.

OWNER or its heirs, successors or assigns, further agree to maintain the said cross-access easements and to remove snow pursuant to the requirements of the International Fire Code §503 as it is amended from time to time, and as adopted by the City of Idaho Falls, Idaho.

OWNER or its heirs, successors or assigns hereby releases the City of Idaho Falls and its successors, assigns, permitees or licensees from any claim for damages, based upon concealed or undisclosed private improvements constructed or permitted to be constructed by OWNER or its successors or assigns within any public easements, subsequent to recording this subdivision, that may be incurred as a result of the City of Idaho Falls and its successors, assigns, permitees or licensees ordinary use of the public easements with due care.

OWNER or its heirs, successors or assigns do hereby warrant and shall defend such dedication and conveyances in the quiet and peaceful possession of the public or the City of Idaho Falls, or each lot owner as the case may be, against said OWNER and its heirs and assigns, and against every person whomsoever who lawfully holds or who later claims to have lawfully held any rights in said estate as of the date hereof.

IN WITNESS WHEREOF, OWNER has hereunto subscribed its seal and signature this _____day of _____, 2024.

**GFB, LLC, an Idaho Limited Liability Company**

_____

*CLINT TAVENNER (MEMBER)*

## ACKNOWLEDGMENT

STATE OF _____ )
:SS.
COUNTY OF _____ )

On this _____day of _____, 2024, before me the undersigned, a notary public in and for said state, personally appeared CLINT TAVENNER, known or identified to me, to be a member of the limited liability company of **GFB, LLC**, and the person who subscribed said Limited Liability Company's name to the foregoing OWNER'S Dedication and the Drinking Water System Certificate and acknowledged to me that he executed the same in said limited liability company's name as a person authorized to bind such Limited Liability Company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and the year in this certificate first above written.

_____

Notary Public for the State of _____

Residing at: _____

Commission Expiration Date: _____

## SURVEYOR'S CERTIFICATE

I, Shane C. Remer, a Licensed Professional Land Surveyor in the State of Idaho, do hereby certify that the survey of this Subdivision, designated as *EAGLE ROCK TOWN CENTER, DIVISION NO. 4*, was made under my direction, and that said Subdivision is truly and correctly surveyed and staked as provided by law and in accordance with the accompanying plat as described hereon.

Shane C. Remer P.L.S. 12222_____

PROFESSIONAL LAND SURVEYOR
REGISTERED
12222
STATE OF IDAHO
SHANE C. REMER

CORNERSTONE GEOMATICS
A Professional Land Surveying Company
(208) 390-8643 • 1582 N. 775., Shelley, ID 83274 • shane@cornerstonegeomatics.org
WWW.cornerstonegeomatics.org

"Commit to the Lord whatever you do, and he will establish your plans." Proverbs 16:3

| | |
|---|---|
| DRAWN BY | SCR |
| CHECKED BY | SCR |
| PROJECT NO. | 0913 |
| DATE | 02/15/2024 |
| SHEET | 2 OF SHEETS 2 |

Z:\0913 GGB LLC\City Reviews MC\0172 Deseret Book Plat-2023 Resubmit (2 MC).dwg

STAFF REPORT

**Final Plat**
**Eagle Rock Town Center Division No. 4**

September 12, 2024

IDAHO FALLS

Community Development Services

**Applicant:** Cornerstone Geomatics

**Owner:** GFB LLC

**Project Manager:** David Peterson

**Location:** Generally, north of Pioneer Rd, east of Interstate 15, south of Walmart, west of S Utah Ave.

**Size: Approximately** 2.495 Acres
**Total Lots:** 2
**Buildable Lots:** 2
**Common Lots:** 0

**Existing Zoning**
Site: HC
North: HC
South: HC
East: HC
West: HC

**Existing Land Uses:**
Site: Retail, Vacant
North: Commercial
South: Vacant
East: Commercial
West: Commercial

**Future Land Use Map:**
Mixed Use Centers and Corridors

**Attachments:**
1. Subdivision and Zoning Ordinance Requirements
2. Maps and aerial photos
3. Final Plat
4. Statements from City Attorney and Surveyor

**Requested Action:** To **approve** the Final Plat for Eagle Rock Town Center Division No. 4 by the Mayor and City Council.

**History:** This property was originally platted as part of the Poitiven Subdivision in1963. In 2006, it was part of a re-plat of the Poitiven Subdivision, becoming a part of Eagle Rock Town Center Div 1. Eagle Rock Town Center Div 1 was amended in 2014, creating Lot 5, which is now occupied by Panda Express. This current application to re-plat will incorporate a portion of Lot 3 into lot 4, and split lot 4 into 2 lots. Lot 6, which is currently occupied by Deseret Book, and Lot 7, which will be vacant until the property is developed. The property is currently zoned HC, Highway Commercial.

**Staff Comments:** The final plat application was submitted on March 21, 2023. The Planning Commission extended their recommendation on August 6, 2024, with the condition that the City Attorney review the overlapping public and private utility easements. See attached responses from the City Attorney and City Surveyor.

The plat comprises two lots consisting of approximately 2.495 acres. Access to the property will comply with the currently adopted Access Management Plan. Lot 7 will have frontage on Pioneer Rd. A cross-access easement will provide access to Lot 6 from Pioneer Rd along the east side of the property and public and private utility easements are shown over the existing utility lines. The final plat meets requirements for lot and block size laid out in the subdivision ordinance. There are no minimum lot size standards or frontage requirements for the HC Zone.

**Staff Recommendation:** Staff has reviewed the final plat and finds that it complies with the subdivision ordinance and the development standards of the HC Zone and recommends approval for Eagle Rock Town Center Division No. 4.

10-1-5: GENERAL SUBDIVISION STANDARDS:
(I) Cross Sections:
(1) Final geometric design of street sections shall be approved at the time improvement drawings are submitted for approval by the City. Traffic counts and traffic impact studies, when required, shall be performed by the developer and submitted to the City for review and approval.

A traffic study is not required for this final plat as it does not meet the threshold to conduct one.

**Subdivision Ordinance:** Boxes with an "X" indicated compliance with the ordinance.

| REQUIREMENTS | Staff Review |
|---|---|
| Requirements listed in Section 10-1: | N/A |
| Building envelopes sufficient to construct a building. | X |
| Lot dimensions conform to the minimum standards of Zoning Ordinance. | X |
| Lots have full frontage on, and access to, a dedicated street. | X |
| Residential lots do not have direct access to arterial streets. | N/A |
| Direct access to arterial streets from commercial or industrial lots shall be permitted only where it can be demonstrated that:<br>1) The direct access will not impede the flow of traffic on the arterial or otherwise create an unsafe condition; 2) There is no reasonable alternative for access to the arterial via a collector street; 3) There is sufficient sight distance along the arterial from the proposed point of access; 4) The proposed access is located so as not to interfere with the safe and efficient functioning of any intersection; and 5) The developer or owner agrees to provide all improvements, such as turning lanes or signals, necessitated for the safe and efficient uses of the proposes access. | X |
| Adequate provisions shall be made for soil preservation, drainage patterns, and debris and waste disposal and collection. | X |
| Sidelines of lots shall be at, or near, right angles or radial to the street lines. All corner lots shall have a minimum radius of twenty feet on the property line. | X |
| All property within the subdivision shall be included within a lot or area dedicated for public use. | X |
| All corner lots zoned RP through R-3, inclusive, shall be a minimum of ten percent larger in area than the average area of all similarly zoned lots in the plat or subdivision under consideration. | N/A |
| All major streets in subdivision must conform to the major street plan of the City, as set forth in Comprehensive Plan. | N/A |
| The alignment and width of previously platted streets shall be preserved unless topographical conditions or existing buildings or structures required otherwise. | X |
| Residential lots adjoining arterial streets shall comply with: 1) Such lots shall have reverse frontage on the arterial streets, 2) such lots shall be buffered from the arterial street by any effective combination of the following: lot depth, earth berms, vegetation, walls or fences, and structural soundproofing, 3) Minimum lot depth shall be 150 ft except where the use of berms, vegetation, and structures can be demonstrated to constitute an effective buffer, 4) Whenever practical, existing roadside trees shall be saved and used in the arterial buffer, 5) Parking areas shall be used as part of the arterial buffer for high density residential uses, 6) Annexation and development agreement shall include provisions for installation and continued maintenance of arterial buffers. | N/A |
| Planning Director to classify street on basis of zoning, traffic volume, function, growth, vehicular & pedestrian safety, and population density. | N/A, no new streets. |

**Zoning Ordinance:**

**11-3-5: PURPOSE OF COMMERCIAL ZONES**

(D) HC Highway Commercial Zone. This zone provides a commercial zone for retail and service uses serving the traveling public. Characteristics of the Zone are buildings set back from the right-of-way line to promote safety on the highway and maintain maximum use of highway right-of-way for travel purposes, and a wide variety of architectural forms and shapes. This Zone should be located at specific locations along highways leading into the City.

**Table 11-3-5: Dimensional Standards for Commercial Zones**

| | CC | PB | LC | HC |
|---|---|---|---|---|
| Site width at front setback - Minimum in ft. | | 50 | * | |
| **Setbacks – Minimum in ft.** | | | | |
| Front | | 20 | 20* | 20 |
| Side | | | * | |
| Rear | | | * | |
| Landscape buffer contiguous to street* in ft. | 7* | 15 | 20* | 20* |
| Landscape buffer contiguous to a residential Zones* in ft. | 10 | 10 | 20/10 | 30/10 |
| Building height – Maximum in ft. | | * | * | |
| Lot Coverage- Maximum in % | | 80 | 80 | |
| *See explanations, exceptions and qualifications that follow in Section 11-3-6A (1-3) of this Zoning Code. | | | | |

(Ord. 3233, 12-20-18) (Ord. 3277, 10-10-19)

August 6, 2024 7:00 p.m. Planning Department

City Annex Council Chambers

**MEMBERS PRESENT:** Commissioners Glen Ogden, Bill Scott, Dale Storer, Forrest Ihler.

**MEMBERS ABSENT:** Marsha McDaniel, Arnold Cantu

**ALSO PRESENT:** Assistant Planning Director Kerry Beutler, David Peterson Planner, Naysha Foster Planner, Brian Stevens 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 July 2, 2024, Ihler seconded the motion. The motion passed unanimously.**

**Business:**

**10. PLAT23-009: FINAL PLAT for Eagle Rock Town Center Division NO. 4.**

**Applicant: Not present**

Peterson presented the staff report, a part of the record.

Peterson stated that if there is any concern with access to the lot, the plat would not move forward until the easement is ready.

Storer asked for history on why they have the funk shape of the utility easement with the box at the top. Peterson stated that it is an existing utility easement with existing stubs to service the rest of the lot. Storer is concerned about the private water and sewer utility easements that are noted on the plat, and asked if those are dedicated/deeded private utility easement. Peterson stated that the private utility easements are for the service lines. Peterson added that depending on the age of the easement the City no longer accepts private utility easements. Peterson stated that in a lot of commercial developments the City has already taken maintenance of even though they are listed as private. Peterson stated that these might still be private, but if it is a main line and not a service line, it will eventually come into the City's jurisdiction for maintenance. Storer asked who owns the private utility easement. Peterson stated that he assumes it is the property owner. Storer asked if there has been discussion about vacating the private utility easement. Peterson is not aware of any. Storer stated that the proposal on the table is for a public utility easement in the same access area as a private utility easement. Peterson agreed and stated that if the City is going to take over maintenance of the utility line, they require an easement, and the private easement would be vacated and a public utility easement created, and that process is outside of the scope of what is being discussed today. Storer is concerned that there is no dedication on the public utility. Peterson stated that the dedication signature page is the second page of the plat. Storer stated that he does not see a dedication of the public utility easement on the plat. Peterson stated that they are still going through technical reviews and that is something that the City surveyor will require before it goes to City Council. Storer stated that the Commissioners are being asked to approve this as a final plat. Peterson clarified that it is to recommend approval. Storer indicated that they do not have the final plat in front of them. Ogden indicated that it was approved a year ago and this is an extension of the final plat. Storer is concerned about that too. Storer indicated that the Subdivision Ordinance indicates that if it is not submitted within a year, it becomes void. Storer read from the Subdivision Ordinance Section 10-1-9. Peterson agreed that they did come to the Planning Commission later than the year, but the request for the extension did come before the year. Storer is still concerned that there is a private easement that has a public easement overlaying it. Storer asked if that creates an inconsistency where they are overlaying a public easement on top of a public easement, and he is not sure that is ok to do as there is nothing left to dedicate. Peterson stated that the assumption is that the private line is going to be taken over by the City and be replaced with a public utility easement. Storer stated that private easements should be vacated as part of the plat. Peterson stated that the situation with the easements is being worked out with City Survey. Storer voiced additional concerns with a water line being in close proximity to a sewer line. Peterson stated that in past projects where the City is acquiring right of way or

easements that are already over top of private easements, they have required those easements to be vacated before the new public utility easement is granted. Beutler clarified that the owner's dedication provides a statement regarding the easement that the owners and heirs grant a permanent private sewer and water service easement for water and sewer for the owner of lot 6, bock 1 as shown … and lies within the 20' public utility easement. Beutler stated that what you have is the water and sewer are service lines, not public mains, and because you are splitting a building with a lot line between the middle, they are providing an easement so both the north portion of the building and south portion of the building would be able to have water and sewer service. The other utility coming in that is using the public utility easement is the power service. So, both are in the same location. There is not a conflict, and it is common to have multiple easements that overlap for different purposes. Storer is concerned about overlaying public and private easements and they could potentially be inconsistent. Storer feels dedication needs to be provided and shown. If you are going to have a public easement, you have to vacate the private easement first, otherwise there is nothing to dedicate. Beutler stated that what has been worked out through the City Survey office is not that they are vacating the easement, they are establishing that easement with the plat as well as a public easement. Both private and public are being established with the plat. The private easement does not yet exist as the plat is going to establish the easement. Beutler indicated that the private and public easements do occupy the same space. Storer confirmed that the private easement will have a sewer service line. Beutler stated that the private easement is for sewer and water service line. Beutler stated that the northern lot is given to the northern lot not the City because it is a private service, and the City doesn't need ownership of it. Storer feels they are mixing a public and private easement and potentially they could conflict. Beutler stated that he will defer to the expertise of the City Surveyor.

There was further discussion and disagreement regarding private and public easements and Storer wanted a recommendation added that the attorney's office review the plats prior to going to City Council.

Storer stated that there is a lot that has been created without access to a dedicated street and lot 6 has no access. The subdivision ordinance clearly states that a lot shall have full frontage on and access to a dedicated street. Lot 6 will not have frontage on a dedicated street. Beutler agreed that they have answered that. Storer doesn't feel it is answered satisfactorily. Storer feels that they can't undo that problem as the lot already exists and the problem cannot be cured. Storer feels there is a safety issue in getting fire and emergency access, and if they are going to continue to ignore the subdivision ordinance, there is a potential for a damage claim against the City if there is a problem.

**Storer moved to recommend to the Mayor and City Council approval of the Final Plat for Eagle Rock Town Center Division No. 4, provided there is an appropriate dedication, with an additional recommendation that there is an opinion from the City Attorney as to whether or not this complies with the Subdivision Ordinance for lack of frontage, and also refer the matter to the City Attorney for clarification on whether you can have a public and private easement occupy the same area, before it is presented to City Council.**

Scott asked for clarification and restatement of the motion.

**Storer moved to recommend to the Mayor and City Council approval of the final plat for Eagle Rock Town Center Division NO. 4 Extension, as presented with the condition that it first be referred to the City Attorney for clarification on whether or not they can have a public and private utility easement occupy the same area.**

**Scott Seconded the motion. Ogden called for roll call vote: Scott, yes; Ihler, yes; Ogden, yes; Storer, yes. Motion passed unanimously.**

Beck stated that there was a question on the Fairway Estates Matter as to whether Ihler withdrawing dissolved the quorum. Beck clarified that his opinion is that Section 67-6504 of Idaho Code does discuss that if a majority of the voting commission is a quorum, and the 4 commissioners present do create that quorum, and if Commissioner Ihler were not here tonight it would cause a problem as it would pull away from the majority. However, by withdrawing himself from only that issue it does not dissolve the quorum based on case law.

Ihler withdrawing himself from that vote is ok because he was still present, and the quorum was established before the meeting.

**REASONED STATEMENT OF RELEVANT CRITERIA AND STANDARDS**

**APPROVAL OF THE FINAL PLAT OF EAGLE ROCK TOWN CENTER, DIVISION NO. 4 GENERALLY LOCATED NORTH OF PIONEER RD, EAST OF INTERSTATE 15, SOUTH OF HOUSTON ST, WEST OF S UTAH AVE.**

**WHEREAS,** the applicant filed an application for a final plat on March 21, 2023; and

**WHEREAS,** this matter came before the Idaho Falls Planning and Zoning Commission during a duly noticed public meeting on June 06, 2023 and August 06, 2024; and

**WHEREAS,** this matter came before the Idaho Falls City Council during a duly noticed public meeting on September 12, 2024; and

**WHEREAS,** having reviewed the application, including all exhibits entered and having considered the issues presented:

## I. RELEVANT CRITERIA AND STANDARDS

1. The Planning and Zoning Commission considered the request pursuant to the City of Idaho Falls Comprehensive Plan, the City of Idaho Falls Zoning Ordinance, the City of Idaho Falls Subdivision Ordinance, the Local Land Use Planning Act, and other applicable development regulations.
2. The property is approximately 2.495 acres located generally north of Pioneer Rd, east of Interstate 15, south of Houston St, west of S Utah Ave.
3. The property is currently zoned HC, Highway Commercial.
4. The final plat includes 2 buildable lots.
5. The final plat complies with all requirements of the Subdivision Ordinance and Zoning Ordinance.
6. The final plat is consistent with the principles of the City's Comprehensive Plan.

## II. DECISION

Based on the above Reasoned Statement of Relevant Criteria, the City Council of the City of Idaho Falls approved the Final Plat.

PASSED BY THE CITY COUNCIL OF THE CITY OF IDAHO FALLS

THIS _____ DAY OF _____, 2023

_____

Rebecca L. Noah Casper-Mayor

| | |
|---|---|
| **From:** | Michael Kirkham |
| **To:** | David M. Peterson |
| **Cc:** | Jacob Beck |
| **Subject:** | FW: 3rd Review Eagle Rock Town Center Div 4 PLAT23-009.pdf |
| **Date:** | Tuesday, August 20, 2024 12:04:23 PM |
| **Attachments:** | 3rd Review Eagle Rock Town Center Div 4 PLAT23-009.pdf<br>image001.png |

David,

Jacob had a look at the issues with Eagle Rock Town Center Div. 4 Plat. I've reviewed Jacob's opinion and agree that the private utility easement is unlikely to meaningfully interfere with the coextensive public utility easement.

Let me know if this satisfies what Commissioner Storer was looking for in his motion.

IDAHO FALLS

Legal Department
**Michael Kirkham** | *City Attorney*

P.O. Box 50220
375 "D" Street
Idaho Falls, Idaho 83402
Work: (208) 612-8698
Fax: (208) 612-8175
mkirkham@idahofalls.gov

**From:** Jacob Beck <jbeck@idahofalls.gov>
**Sent:** Tuesday, August 20, 2024 9:17 AM
**To:** Michael Kirkham <MKirkham@idahofalls.gov>
**Subject:** FW: 3rd Review Eagle Rock Town Center Div 4 PLAT23-009.pdf

Mike,

I believe that the needed language is within this document to put some minds at ease. It demonstrates that there is a private cross access easement for ingress and egress and vehicular access. The city is also conveyed forever a non-exclusive irrevocable easement for right-of-way for emergency vehicles and emergency responders within that same cross access easement.

As for the public utility easement vs. the private utility easement, it appears there is some other language within the attached document that helps the city have an upperhand on this if any litigation were to ensue. While lot 6 is provided the private service line easement for private water and sewer lines, and while the document indicates that it will lie within the 20' public utility easement, there is additional language that the "Owner… hereby releases the City of Idaho Falls… from any claim for damages, based upon concealed or undisclosed private improvements constructed or permitted to be constructed by Owner.. with any public easements, subsequent to recording this subdivision, that may be incurred as a result of the City['s]… ordinary use of the public easements with due care."

In talking with Kenny yesterday, it appears that there was already a private easement in place prior. In looking at the private water/sewer lines that were put in, they appear to not be up to the city's standards and it would not be a good idea for the city to simply just take them over.

---

**From:** Kenny Roberts <KRoberts@idahofalls.gov>
**Sent:** Monday, August 19, 2024 10:09 AM
**To:** Jacob Beck <jbeck@idahofalls.gov>
**Subject:** 3rd Review Eagle Rock Town Center Div 4 PLAT23-009.pdf

# Memorandum

**File #:** 24-334 **City Council Meeting**

**FROM:** Wade Sanner, Director
**DATE:** Wednesday, September 4, 2024
**DEPARTMENT:** Community Development Services

**Subject**
Final Plat, Development Agreement, and Reasoned Statement of Relevant Criteria and Standards, Reed's Corner Division No. 1

**Council Actions Desired**
☐ Ordinance ☐ Resolution ☐ Public Hearing
☒ Other Action (Approval, Authorization, Ratification, etc.)
1. Approve the Development Agreement for the Final Plat for Reed's Corner Division No. 1 and give authorization for the Mayor and City Clerk to sign said agreement (or take other action deemed appropriate).

2. Accept or Approve the Final Plat for Reed's Corner Division No. 1 and give authorization for the Mayor, City Engineer, and City Clerk to sign said Final Plat (or take other action deemed appropriate).

3. Approve the Reasoned Statement of Relevant Criteria and Standards for the Final Plat for Reed's Corner Division No. 1 and give authorization for the mayor to execute the necessary documents (or take other action deemed appropriate).

**Description, Background Information & Purpose**
Attached is the application for the Final Plat, Development Agreement, and Reasoned Statement of Relevant Criteria and Standards for Reed's Corner Division No. 1. The Planning and Zoning Commission considered this item at its 6 August 2024, meeting and unanimously voted to recommend approval of the final plat to the Mayor and City Council as presented.

**Alignment with City & Department Planning Objectives**



☐ ☒ ☒ ☐ ☒ ☐ ☐ ☐

A successful plat should be consistent with the Comprehensive Plan and Zoning Ordinance, which includes policies and goals related to Growth, Sustainability, Transportation, and Livable Communities.

**Interdepartmental Coordination**
The Final Plat was reviewed by staff from Fire, Idaho Falls Power, BMPO, as well as the Water, Planning, Wastewater, and

Engineering/Survey Divisions.

**Fiscal Impact**
NA

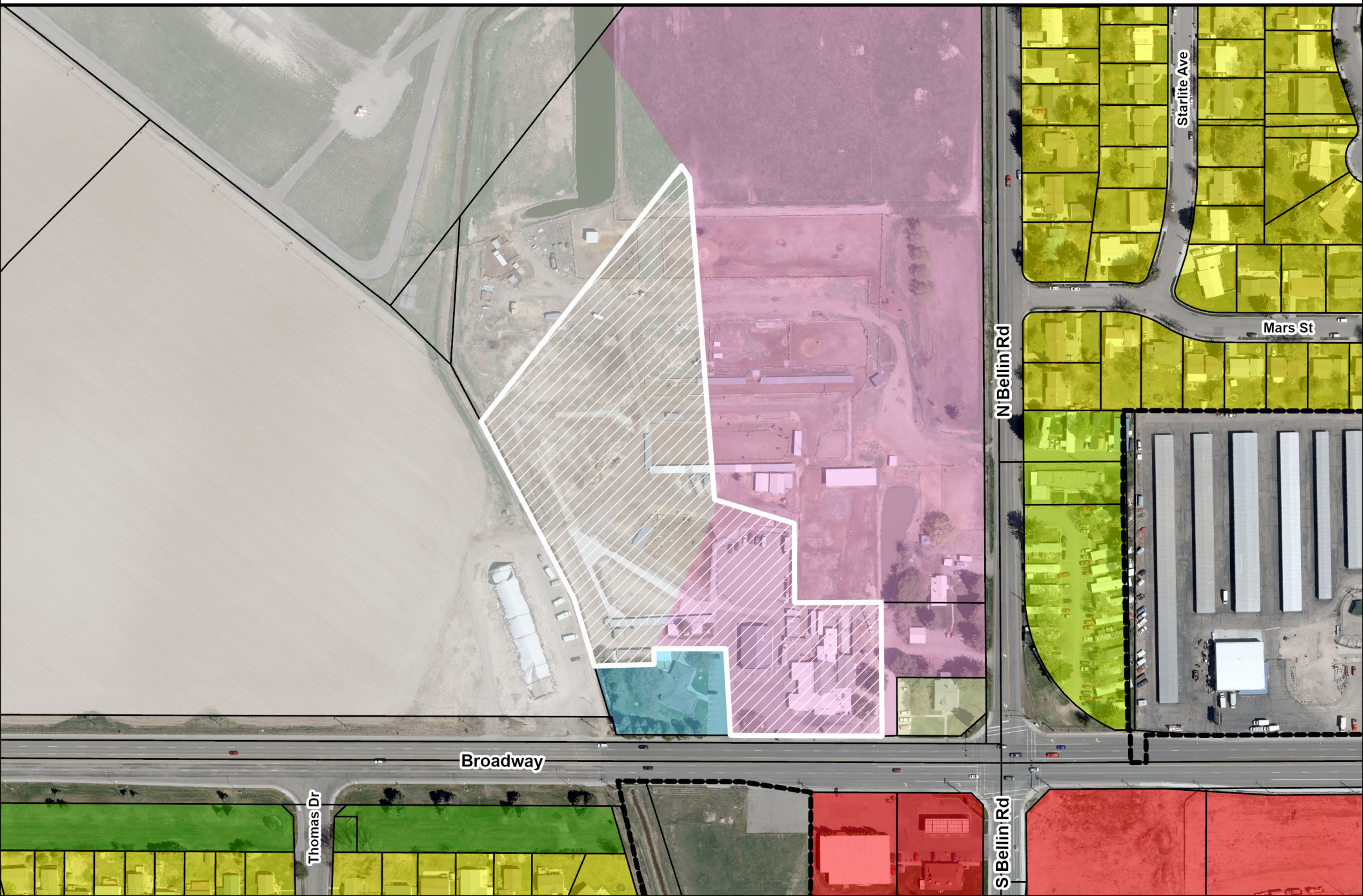
**Legal Review**
This application has been reviewed by the Legal Department and is consistent with applicable law.

# Zoning

PLT24-035 Reed's Corner Div 1

RE R1 TN R3 PB LC R&D I&M

RP R2 RMH R3A CC HC LM P



# Aerial

# PLT24-035 Reed's Corner Div 1



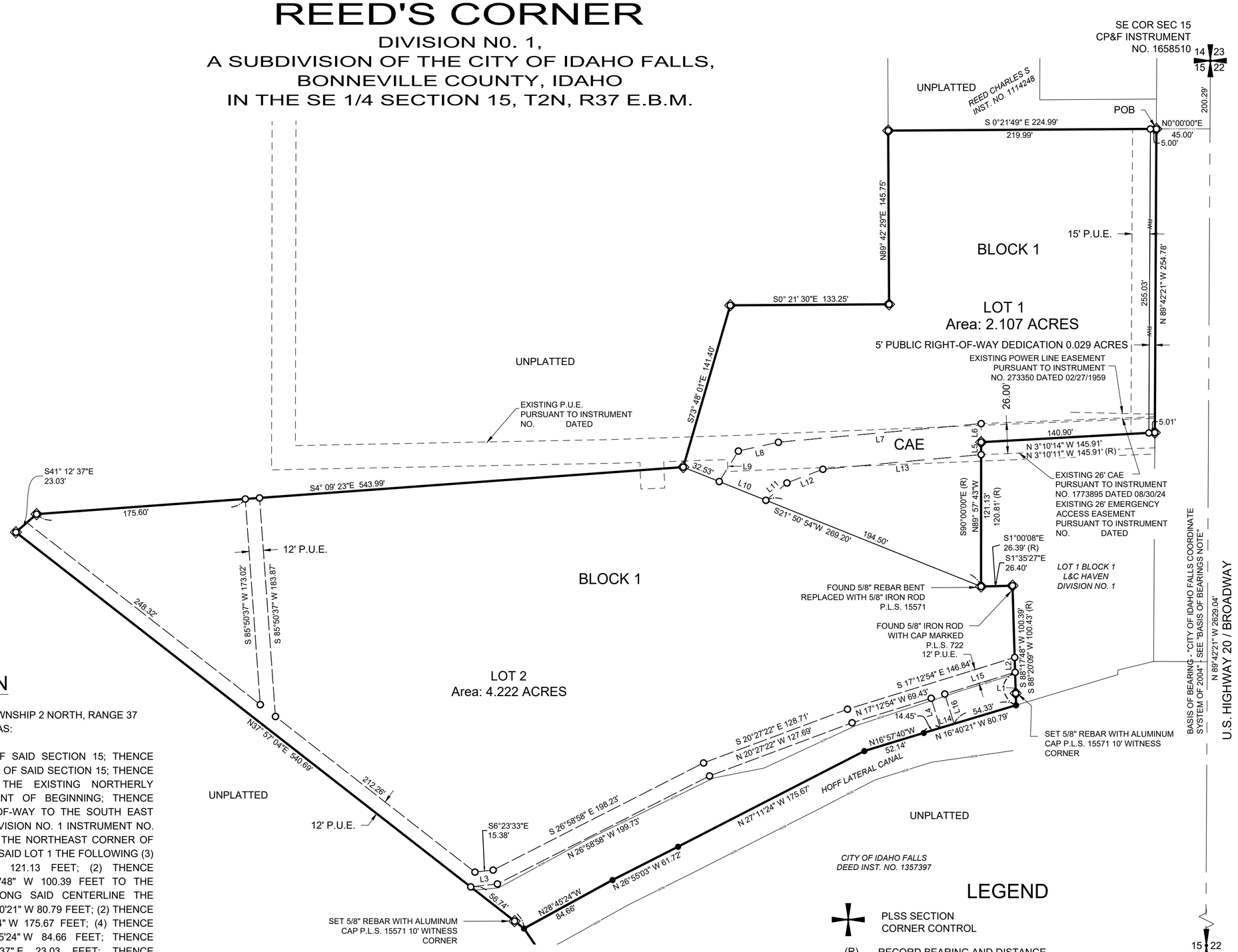
# REED'S CORNER

## DIVISION N0. 1,
## A SUBDIVISION OF THE CITY OF IDAHO FALLS,
## BONNEVILLE COUNTY, IDAHO
## IN THE SE 1/4 SECTION 15, T2N, R37 E.B.M.

0 30 60 120

SCALE: 1" = 60
@ 18" X 24" ONLY

| Line Table | | |
|---|---|---|
| Line # | Length | Direction |
| L1 | 27.69' | S88°17'48"W |
| L2 | 12.45' | S88°17'48"W |
| L3 | 22.45' | N6°23'33"W |
| L4 | 26.06' | N72°47'06"E |
| L5 | 10.44' | S89°57'43"E |
| L6 | 15.58' | S89°57'43"E |
| L7 | 170.82' | N5°14'52"W |
| L8 | 34.38' | N12°24'38"W |
| L9 | 30.25' | N57°53'29"W |
| L10 | 42.17' | N21°50'54"E |
| L11 | 22.90' | N39°26'43"W |
| L12 | 32.27' | N20°50'54"W |
| L13 | 133.33' | N5°16'58"W |
| L14 | 12.00' | S16°40'21"E |
| L15 | 61.74' | S17°12'54"E |
| L16 | 26.17' | N72°47'06"E |




## BOUNDARY DESCRIPTION

PART OF THE SOUTHEAST 1/4 OF SECTION 15, TOWNSHIP 2 NORTH, RANGE 37 E.B.M., BONNEVILLE COUNTY, IDAHO DESCRIBED AS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 15; THENCE N89°42'21"W 200.29 FEET ALONG THE SOUTH LINE OF SAID SECTION 15; THENCE N00°00'00"E 45.00 FEET TO A POINT ON THE EXISTING NORTHERLY RIGHT-OF-WAY OF BROADWAY AND THE POINT OF BEGINNING; THENCE N 89°42'21" W 254.78 FEET ALONG SAID RIGHT-OF-WAY TO THE SOUTH EAST CORNER OF LOT 1, BLOCK 1 OF L & C HAVEN DIVISION NO. 1 INSTRUMENT NO. 1068564; THENCE N 03°10'14" W 145.91 FEET TO THE NORTHEAST CORNER OF SAID LOT 1; THENCE ALONG THE NORTH LINE OF SAID LOT 1 THE FOLLOWING (3) THREE COURSES; (1) THENCE N 89°57'43" W 121.13 FEET; (2) THENCE S 01°35'27" E 26.40 FEET; (3) THENCE S 88°17'48" W 100.39 FEET TO THE CENTERLINE OF HOFF LATERAL; THENCE ALONG SAID CENTERLINE THE FOLLOWING (5) FIVE COURSES; (1)THENCE N 16°40'21" W 80.79 FEET; (2) THENCE N 16°57'40" W 52.14 FEET; (3) THENCE N 27°11'24" W 175.67 FEET; (4) THENCE N 26°55'03" W 61.72 FEET; (5) THENCE N 28°45'24" W 84.66 FEET; THENCE N 37°57'04" E 540.69 FEET; THENCE S 41°12'37" E 23.03 FEET; THENCE S 04°09'23" E 543.99 FEET; THENCE S 73°48'01" E 141.40 FEET; THENCE S 00°21'30" E 133.25 FEET; THENCE N 89°42'29" E 145.75 FEET; THENCE S 00°21'49" E 224.99 FEET TO THE POINT OF BEGINNING.

CONTAINING 6.358 ACRES, MORE OR LESS.

## SURVEYOR'S NARRATIVE

THE PURPOSE OF THIS SURVEY IS TO DIVIDE THIS PROPERTY INTO TWO LOTS AND ONE BLOCK. THE CITY OF IDAHO FALLS 2004 CONTROL WAS USED IN THIS SURVEY. BOUNDARY LINES ARE BASED ON FOUND MONUMENTS AND CALCULATED POSITIONS USING PLAT L & C HAVEN DIVISION NO. 1 (INSTRUMENT NO. 1068564), THE SOUTH EAST BOUNDARY IS BASED ON DEED INSTRUMENT NO. 1114248 AND THE NORTH RIGHT-OF-WAY LINE OF U.S. HIGHWAY 20. THE WEST LINE IS BASED ON THE LOCATED CENTERLINE OF THE HOFF LATERAL CANAL

PROFESSIONAL LAND SURVEYOR REGISTERED 15571 STATE OF IDAHO CLINT M JOLLEY

PRELIMINARY

## BASIS OF BEARINGS

ALL MEASURED BEARINGS SHOWN HEREON RELATE DIRECTLY TO THE "CITY OF IDAHO FALLS COORDINATE SYSTEM OF 2004", WHICH IS DERIVED FROM THE IDAHO STATE PLANE COORDINATE SYSTEM (EAST ZONE 1101) US SURVEY FEET AND USING A COMBINED SCALE FACTOR OF 1.000277265 FOR A GRID TO GROUND CONVERSION, [REFERENCE FRAME NAD_83(2011), EPOCH 2010.0000]. THE SYSTEM ORIENTATION IS BASED ON GRID NORTH ALONG THE EAST ZONE CENTRAL MERIDIAN. NO CONVERGENCE ANGLE HAS BEEN APPLIED.

## LEGEND

- PLSS SECTION CORNER CONTROL
- (R) RECORD BEARING AND DISTANCE FROM L & C HAVEN DIVISION NO. 1 INSTRUMENT NUMBER 1068564
- EXISTING EASEMENT AS NOTED
- PUBLIC UTILITY EASEMENT (P.U.E.)
- CROSS ACCESS EASEMENT (CAE)
- SURVEYED PLAT BOUNDARY LINE
- LOT LINE
- SECTION CONTROL LINE
- APPROXIMATE CANAL RIGHT-OF-WAY (SEE CANAL RIGHT-OF-WAY CERTIFICATE ON SHEET 2)
- CALCULATED CORNER
- PLACED 1/2" X 24" IRON ROD WITH CAP MARKED P.L.S. 15571
- PLACED 5/8" X 24" IRON ROD WITH CAP MARKED P.L.S. 15571
- POB Point of Beginning
- CP&F Corner Perpetuation and Filing Record

civil & structural engineering
materials testing & land surveying
101 S. Park Avenue, Idaho Falls, ID 83402, (208)524-0212
800 W. Judicial Street, Blackfoot, ID 83221, (208) 785-2977
hleinc.com

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| DRAWN BY | DESIGN BY | CHECK BY |
|---|---|---|
| JR | HLE | CMJ |
| JOB NO: | 2022-615 | |
| DATE: | September 4, 2024 | |

| REVISIONS | DATE |
|---|---|
| | |
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SUBDIVISION PLAT
REED'S CORNER, DIVISION NO. 1
SEC. 15, T. 2 N., R. 37 E.B.M.
BONNEVILLE COUNTY, IDAHO

SHEET NO. 1 OF 2 SHEETS

Z:\Projects\00-2022 Projects\22-615 Alan Reed Boundary Survey\3-CAD\Survey\22-615 Reeds Final Plat 6-11-24.dwg

# REED'S CORNER

## DIVISION N0. 1,
## A SUBDIVISION OF THE CITY OF IDAHO FALLS,
## BONNEVILLE COUNTY, IDAHO
## IN THE SE 1/4 SECTION 15, T2N, R37 E.B.M.

## IRRIGATION WATER RIGHTS DISCLOSURE

NOTICE IS HEREBY GIVEN THAT ALL LOTS OR PROPERTY INCLUDED WITHIN THIS PLAT ARE WITHIN THE NEW SWEDEN IRRIGATION DISTRICT AND THAT A SUITABLE SURFACE WATER DELIVERY SYSTEM HAS NOT BEEN PROVIDED FOR SUCH LOTS OF PROPERTY. ALL LOTS WILL REMAIN SUBJECT TO ASSESSMENTS LEVIED BY SUCH IRRIGATION DISTRICT AND EACH INDIVIDUAL PURCHASER/OWNER WILL BE RESPONSIBLE TO PAY SUCH ASSESSMENTS. ALL ASSESSMENTS ARE A LIEN UPON THE LOTS OF PROPERTY UNLESS THE PURCHASER/OWNER FILES A PETITION REQUESTING EXCLUSION FROM THE DISTRICT. THE PURCHASER/OWNER MAY FILE SUCH PETITION AT ANY FUTURE DATE. THE OWNER/DEVELOPER IS OBLIGATED TO COMPLY WITH THE PROVISIONS OF I. C. §31-3805.

## RECORDER'S CERTIFICATE

I HEREBY CERTIFY THAT THE FOREGOING PLAT REED'S CORNER, DIVISION NO. 1, WAS FILED IN THE OFFICE OF THE RECORDER OF BONNEVILLE COUNTY, IDAHO.

_____DATE_____
BONNEVILLE COUNTY RECORDER

## TREASURER'S CERTIFICATE

I, THE UNDERSIGNED COUNTY TREASURER IN AND FOR THE COUNTY OF BONNEVILLE, STATE OF IDAHO, PURSUANT TO THE REQUIREMENTS OF I.C. §50-1308, DO HEREBY CERTIFY THAT ALL COUNTY PROPERTY TAXES DUE FOR THE PROPERTY INCLUDED IN THE BOUNDARY DESCRIPTION SHOWN HEREON ARE CURRENT.

DATE:_____ _
_____
BONNEVILLE COUNTY TREASURER

## CANAL RIGHT-OF-WAY

ALL CANALS, AS SHOWN HEREON, EXIST WITHIN A RIGHT-OF-WAY DEFINED BY I.C. §42-1102 AND MUST HAVE WRITTEN PERMISSION OF THE OWNER OR OPERATOR OF THE RIGHT-OF-WAY TO CONSTRUCT ANYTHING WITHIN, UNDER, UPON OR OVER THE AREA, TO ENSURE THAT ANY SUCH ENCROACHMENTS WILL NOT UNREASONABLY OR MATERIALLY INTERFERE WITH THE USE AND ENJOYMENT OF THE RIGHT-OF-WAY.

## AIRPORT DISCLOSURE

THIS PLAT FALLS WITHIN THE CITY OF IDAHO FALLS AIRPORT OVERLAY ZONE, ENACTED MAY 9, 2019, AND ALTHOUGH LOCATED OUTSIDE THE CRITICAL NOISE CONTOURS FOR THE AIRPORT, OCCASIONAL NUISANCE NOISE FROM AIR TRAFFIC OVERFLIGHT MAY BE PRESENT.

## FLOOD PLAIN DESIGNATION

ZONE C, PER COMMUNITY-PANEL NUMBER 160027 0065 C
WITH AN EFFECTIVE DATE OF NOVEMBER 4, 1981

## HEALTH DEPARTMENT CERTIFICATE OF APPROVAL

SANITARY RESTRICTIONS AS REQUIRED BY I.C. §50-1326 HAVE BEEN SATISFIED BASED ON DEPARTMENT OF ENVIRONMENTAL QUALITY (DEQ) APPROVAL OF THE DESIGN PLANS AND SPECIFICATIONS AND THE CONDITIONS IMPOSED ON THE DEVELOPER FOR CONTINUED SATISFACTION OF SANITARY RESTRICTIONS.

BUYER IS CAUTIONED THAT AT THE TIME OF THIS APPROVAL, NO DRINKING WATER OR SEWER/SEPTIC FACILITIES WERE CONSTRUCTED. BUILDING CONSTRUCTION CAN BE ALLOWED WITH APPROPRIATE BUILDING PERMITS IF DRINKING WATER OR SEWER FACILITIES HAVE SINCE BEEN CONSTRUCTED OR IF THE DEVELOPER IS SIMULTANEOUSLY CONSTRUCTING THOSE FACILITIES. IF THE DEVELOPER FAILS TO CONSTRUCT FACILITIES OR MEET THE OTHER CONDITIONS OF DEQ, THEN SANITARY RESTRICTIONS MAY BE REIMPOSED, IN ACCORDANCE WITH I.C. §50-1326, BY THE ISSUANCE OF A CERTIFICATE OF DISAPPROVAL, AND NO CONSTRUCTION OF ANY BUILDING OR SHELTER REQUIRING DRINKING WATER OR SEWER/SEPTIC FACILITIES SHALL BE ALLOWED.

EASTERN IDAHO PUBLIC HEALTH DISTRICT

_____ _____
ENVIRONMENTAL HEALTH SPECIALIST, REHS DATE:

## EXAMINING SURVEYOR'S CERTIFICATE

I CERTIFY THAT I AM A LICENSED PROFESSIONAL LAND SURVEYOR IN THE STATE OF IDAHO AND THAT I HAVE EXAMINED THIS PLAT AND FIND THAT IT COMPLIES WITH I.C. §50-1305.

DATE:_____ _____
BONNEVILLE COUNTY SURVEYOR DAVID DOUGLAS ROMRELL, PLS 12223

## CITY'S ACCEPTANCE

THE ACCOMPANYING PLAT WAS DULY ACCEPTED AND APPROVED AND THE GRANTS AND DEDICATIONS ARE HEREBY ACCEPTED BY THE CITY COUNCIL OF IDAHO FALLS ADOPTED THIS _____ DAY OF _____, 202____.

_____ _____
MAYOR CITY CLERK

_____ _____
CITY ENGINEER CITY SURVEYOR
CHRIS CANFIELD, PE 10551 KENNETH BALDWIN ROBERTS, PLS 9755

## ACKNOWLEDGMENT

STATE OF _____ )
:SS.
COUNTY OF _____ )

ON THIS _____DAY OF _____, 20__, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC, IN AND FOR SAID STATE, PERSONALLY APPEARED CAROL M. REED, KNOWN OR IDENTIFIED TO ME TO BE THE TRUSTEE OF THE LARRY L. REED TESTAMENTARY FAMILY TRUST, THE PERSON WHO SUBSCRIBED SAID TRUST'S NAME TO THE FOREGOING OWNERS' DEDICATION, AND THE DRINKING WATER SYSTEM CERTIFICATE AND ACKNOWLEDGED TO ME THAT SHE EXECUTED THE SAME IN SAID TRUST'S NAME AS A PERSON AUTHORIZED TO BIND SUCH TRUST.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED MY OFFICIAL SEAL THE DAY AND THE YEAR IN THIS CERTIFICATE FIRST ABOVE WRITTEN.

_____
NOTARY PUBLIC FOR THE STATE OF _____

RESIDING AT: _____
COMMISSION EXPIRATION DATE: _____

## ACKNOWLEDGMENT

STATE OF _____ )
:SS.
COUNTY OF _____ )

ON THIS _____DAY OF _____, 20___, BEFORE ME THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID STATE, PERSONALLY APPEARED CAROL M. REED, KNOWN OR IDENTIFIED TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED IN THE ATTACHED OWNERS' DEDICATION, AND THE DRINKING WATER SYSTEM CERTIFICATE AND ACKNOWLEDGED TO ME THAT SHE IS AUTHORIZED TO EXECUTE THE SAME.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED MY OFFICIAL SEAL THE DAY AND THE YEAR IN THIS CERTIFICATE FIRST ABOVE WRITTEN.

_____
NOTARY PUBLIC FOR THE STATE OF _____

RESIDING AT: _____
COMMISSION EXPIRATION DATE: _____

## DRINKING WATER SYSTEM CERTIFICATE

PURSUANT TO I.C. §50-1334, THE OWNERS DO HEREBY, CERTIFY THAT ALL LOTS SHOWN ON THIS PLAT ARE ELIGIBLE TO RECEIVE WATER FROM THE CITY OF IDAHO FALLS MUNICIPAL WATER SYSTEM, AND SAID CITY HAS AGREED IN WRITING TO PROVIDE CULINARY WATER SERVICE TO SAID LOTS PURSUANT TO THE PROVISIONS OF TITLE 8, CHAPTER 4 OF THE IDAHO FALLS CITY CODE AS AMENDED FROM TIME TO TIME.

IN WITNESS WHEREOF, OWNERS HAVE HEREUNTO SET THEIR SIGNATURES THIS _____DAY OF _____, 20___.

LARRY L. REED TESTAMENTARY FAMILY TRUST

_____
CAROL M. REED TRUSTEE

_____
CAROL M. REED

## OWNERS' DEDICATION

KNOW ALL MEN BY THESE PRESENTS: THAT THE UNDERSIGNED, LARRY L. REED TESTAMENTARY FAMILY TRUST AND CAROL M. REED, IS THE LAWFUL OWNER OF THE TRACT OF LAND INCLUDED WITHIN THE BOUNDARY DESCRIPTION SHOWN HEREON AND HAS CAUSED THE SAME TO BE PLATTED AND DIVIDED INTO BLOCKS, LOTS AND STREETS, WHICH PLAT SHALL HEREAFTER BE KNOWN AS REED'S CORNER, DIVISION NO. 1, A SUBDIVISION OF THE CITY OF IDAHO FALLS, BONNEVILLE COUNTY, IDAHO.

BE IT FURTHER KNOWN THAT OWNERS DO HEREBY DEDICATE GRANT AND CONVEY TO THE PUBLIC, ALL STREETS AND RIGHTS-OF-WAY SHOWN HEREON, THAT OWNERS ALSO HEREBY GRANT AND CONVEY TO THE CITY OF IDAHO FALLS ALL PUBLIC EASEMENTS FOREVER AS IRREVOCABLE PERMANENT NON-EXCLUSIVE PUBLIC EASEMENTS AS SHOWN AND DESCRIBED HEREON.

OWNERS HEREBY GRANT AND CONVEY TO LOTS 1, AND 2 OF BLOCK 1, A PRIVATE CROSS-ACCESS EASEMENT AS SHOWN AND DESCRIBED HEREON AND LABELED AS CAE, THE SAID PRIVATE CROSS-ACCESS EASEMENT ARE GRANTED BY THE MUTUAL CONSENT AND AGREEMENT BETWEEN THE PARTIES, THE ADEQUACY AND RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, THAT THE OWNERS ALSO DO HEREBY GRANT, BARGAIN, AND CONVEY TO THE OWNERS OF SAID LOTS HEREAFTER REFERRED TO AS, BENEFITED CAE HOLDERS, THEIR LICENSEES, INVITEES, AGENTS, SUCCESSORS, AND ASSIGNS, THE FULL AND FREE RIGHT FOR SAID BENEFITED CAE HOLDERS AND SAID BENEFITED CAE HOLDERS' TENANTS, INVITEES, LICENSEES, AND VISITORS TO THE PRIVATE CROSS-ACCESS AGREEMENT DESCRIBED HEREIN IN COMMON WITH ALL PERSONS DESIGNATED TO HAVE A LIKE RIGHT AT ALL TIMES HEREAFTER, FOR INGRESS AND EGRESS AND VEHICULAR ACCESS, AND A PERPETUAL EASEMENT FOR ROADWAY PURPOSES, ON AND ACROSS THE PROPERTY, EXCEPT FOR PARKING, THAT OWNERS ALSO DO HEREBY GRANT AND CONVEY TO THE CITY OF IDAHO FALLS FOREVER A NON-EXCLUSIVE IRREVOCABLE EASEMENT FOR RIGHT-OF-WAY FOR EMERGENCY VEHICLES AND EMERGENCY RESPONDERS, ACROSS THE CROSS-ACCESS EASEMENTS CAE.

OWNERS, OR THEIR HEIRS, SUCCESSORS OR ASSIGNS, AGREE THEY WILL CONSTRUCT NO PERMANENT STRUCTURE WITHIN OR UPON ANY PUBLIC EASEMENT SHOWN HEREON, AND THE CITY OF IDAHO FALLS AND ITS SUCCESSORS, ASSIGNS, PERMITTEES OR LICENSEES SHALL ALSO HAVE THE RIGHT TO REMOVE, CUT OR TRIM ANY TREES, BRUSH, ORNAMENTAL SHRUBBERY OR PLANT WHICH MAY INJURE OR INTERFERE WITH THE USE THEREOF FOR ITS INTENDED PURPOSES, AND CITY OF IDAHO FALLS SHALL HAVE THE RIGHT, TO REMOVE ANY OBSTRUCTIONS ON SAID CROSS-ACCESS EASEMENT WHICH MAY INJURE OR INTERFERE WITH THE CITY OF IDAHO FALL'S USE THEREOF, SUCH RIGHT OF REMOVAL MAY BE EXERCISED WITHOUT PRIOR NOTICE TO OWNERS OR OWNERS' HEIRS, SUCCESSORS, OR ASSIGNS.

OWNERS OR THEIR HEIRS, SUCCESSORS OR ASSIGNS FURTHER AGREE THAT THEY SHALL NOT PLANT ANY TREES, BRUSH, ORNAMENTAL SHRUBBERY OR PLANTS WHICH MAY HINDER THE SAFE AND EFFICIENT UTILIZATION OF SAID EASEMENTS.

OWNERS OR THEIR HEIRS, SUCCESSORS OR ASSIGNS, FURTHER AGREE THAT THEY SHALL CONSTRUCT NO STRUCTURES OR MAINTAIN ANY OBSTRUCTIONS ON SAID CROSS-ACCESS EASEMENTS, INCLUDING BUT NOT LIMITED TO GATES, BARRIERS, OR VEHICLES OF ANY TYPE.

OWNERS OR THEIR HEIRS, SUCCESSORS OR ASSIGNS, FURTHER AGREE TO MAINTAIN THE SAID CROSS-ACCESS EASEMENTS AND TO REMOVE SNOW PURSUANT TO THE REQUIREMENTS OF THE INTERNATIONAL FIRE CODE §503 AS IT IS AMENDED FROM TIME TO TIME, AND AS ADOPTED BY THE CITY OF IDAHO FALLS, IDAHO.

OWNERS OR THEIR HEIRS, SUCCESSORS OR ASSIGNS HEREBY RELEASES THE CITY OF IDAHO FALLS AND ITS SUCCESSORS, ASSIGNS, PERMITEES OR LICENSEES FROM ANY CLAIM FOR DAMAGES, BASED UPON CONCEALED OR UNDISCLOSED PRIVATE IMPROVEMENTS CONSTRUCTED OR PERMITTED TO BE CONSTRUCTED BY OWNERS OR THEIR SUCCESSORS OR ASSIGNS WITHIN ANY PUBLIC EASEMENTS, SUBSEQUENT TO RECORDING THIS SUBDIVISION, THAT MAY BE INCURRED AS A RESULT OF THE CITY OF IDAHO FALLS AND ITS SUCCESSORS, ASSIGNS, PERMITEES OR LICENSEES ORDINARY USE OF THE PUBLIC EASEMENTS WITH DUE CARE.

OWNERS OR THEIR HEIRS, SUCCESSORS OR ASSIGNS DO HEREBY WARRANT AND SHALL DEFEND SUCH DEDICATION AND CONVEYANCES IN THE QUIET AND PEACEFUL POSSESSION OF THE PUBLIC OR THE CITY OF IDAHO FALLS, AS THE CASE MAY BE, AGAINST SAID OWNERS AND THEIR HEIRS, SUCCESSORS AND ASSIGNS, AND AGAINST EVERY PERSON WHOMSOEVER WHO LAWFULLY HOLDS OR WHO LATER CLAIMS TO HAVE LAWFULLY HELD ANY RIGHTS IN SAID ESTATE AS OF THE DATE HEREOF.

IN WITNESS WHEREOF, OWNERS HAVE HEREUNTO SUBSCRIBED THEIR SEALS AND SIGNATURES THIS _____DAY OF _____, 20__.

LARRY L. REED TESTAMENTARY FAMILY TRUST, GRANTOR CAROL M. REED, GRANTOR

_____ _____
CAROL M. REED TRUSTEE CAROL M. REED

## SURVEYOR'S CERTIFICATE

I, CLINT M. JOLLEY, A LICENSED PROFESSIONAL LAND SURVEYOR IN THE STATE OF IDAHO, DO HEREBY CERTIFY THAT THE SURVEY OF THIS SUBDIVISION, DESIGNATED AS REED'S CORNER DIVISION NO. 1 WAS MADE UNDER MY DIRECTION, AND THAT SAID SUBDIVISION IS TRULY AND CORRECTLY SURVEYED AND STAKED AS PROVIDED BY LAW AND IN ACCORDANCE WITH THE ACCOMPANYING PLAT AS DESCRIBED HEREON.

P.L.S. 15571_____

PROFESSIONAL LAND SURVEYOR REGISTERED 15571 STATE OF IDAHO CLINT M. JOLLEY

PRELIMINARY

civil & structural engineering
materials testing & land surveying
101 S. Park Avenue, Idaho Falls, ID 83402, (208)524-0212
800 W. Judicial Street, Blackfoot, ID 83221, (208) 785-2977
hleinc.com

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| DRAWN BY | DESIGN BY | CHECK BY |
|---|---|---|
| JMR | HLE | CMJ |

JOB NO: 2022-615
DATE: September 4, 2024

| REVISIONS | DATE |
|---|---|
| | |
| | |
| | |
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| | |

SUBDIVISION PLAT
REED'S CORNER, DIVISION NO. 1
SEC. 15, T. 2 N., R. 37 E.B.M.
BONNEVILLE COUNTY, IDAHO

SHEET NO. 2 OF 2 SHEETS

Z:\Projects\00-2022 Projects\22-615 Alan Reed Boundary Survey\3-CAD\Survey\22-615 Reeds Final Plat 6-11-24.dwg

STAFF REPORT
**FINAL PLAT**
**REEDS CORNER DIVISION NO. 1**
**September 12, 2024**

IDAHO FALLS
Community Development Services

**Applicant:** HLE Engineering

**Owner/Developer:** Alan Reed

**Project Manager:** Naysha Foster

**Location:** Generally, north of Broadway, east of N Old Butte, south of Idaho Falls Regional Airport, west of N Bellin Road.

**Size:** 6.358 acres
**Lots:** 2
**Buildable**: 2

**Existing Zoning:**
Site: LM & HC
North: LM
South: LM & County A-1
East: HC
West: LM

**Existing Land Uses**
Site: Vacant/Retail
North: Airport
South: Commercial & Vacant
East: Residential
West: Airport

**Future Land Use Map:** Urban Core & Special Use

**Attachments:**
1. Subdivision and Zoning Ordinance Requirements
2. Maps and aerial photos
3. Final Plat

**Requested Action:** To approve the final plat for the Reeds Corner Division NO. 1.

**History:** This property was annexed in August 2021 with an initial zoning of LM, Light Manufacturing and Heavy Commercial. The east portion of the property was rezoned from LM to HC. The property has not yet been platted. The Planning and Zoning Commission unanimously voted to recommend approval of the final plat on August 6, 2024.

**Staff Comments:** This final plat consists of 2 buildable lots. The lots will have one access from Broadway, a principle arterial and a future private access easement to Bellin Road. Five feet of additional right-of-way will be dedicated along Broadway. Lot1 has an existing retail store.

Lot 1 is Zoned HC and Lot 2 is Zoned LM. The LM zone provides a light industrial zone in which the primary use of land is for non-nuisance industries, and heavy commercial establishments. This Zone is characterized by a wide variety of businesses, warehouses, equipment yards, and light manufacturing and industrial uses, and located convenient to transportation systems. The LM Zone has no minimum lot frontage and no minimum or maximum lot size.
HC Highway and General Commercial Zone. This zone provides a commercial zone for retail and service uses serving the traveling public. Characteristics of the Zone are buildings set back from the right-of-way line to promote safety on the highway and maintain maximum use of highway right-of way for travel purposes, and a wide variety of architectural forms and shapes. This Zone should be located at specific locations along highways leading into the City.

**Staff Recommendation:** Staff reviewed the final plat and finds that it is consistent with the Comprehensive Zoning and Subdivision Ordinance. Staff and the Planning and Zoning Commission recommend approval of the final plat.

**Subdivision Ordinance:** Boxes with an "X" indicated compliance with the ordinance.

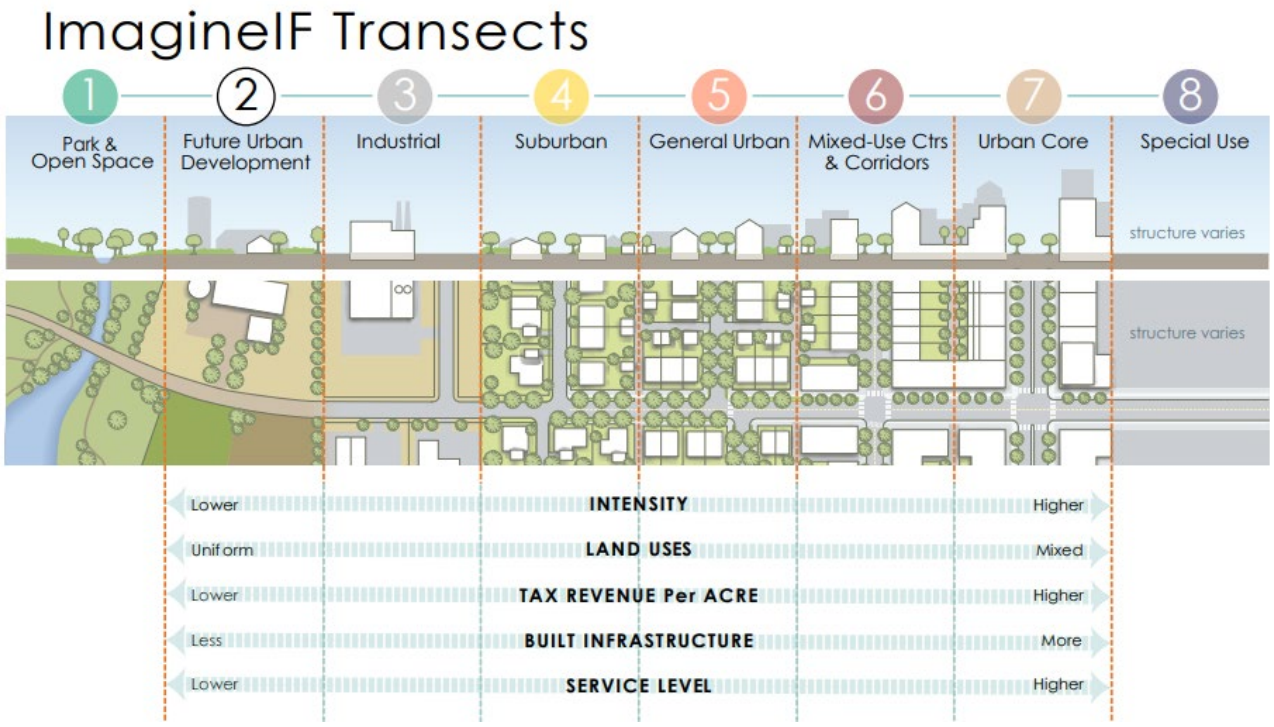
| REQUIREMENTS | Staff Review |
|---|---|
| Requirements listed in Section 10-1: | |
| Building envelopes sufficient to construct a building. | X |
| Lot dimensions conform to the minimum standards of Zoning Ordinance. | X |
| Lots have full frontage on, and access to, a dedicated street. | N/A |
| Residential lots do not have direct access to arterial streets. | N/A |
| Direct access to arterial streets from commercial or industrial lots shall be permitted only where it can be demonstrated that:<br>1) The direct access will not impede the flow of traffic on the arterial or otherwise create an unsafe condition; 2) There is no reasonable alternative for access to the arterial via a collector street; 3) There is sufficient sight distance along the arterial from the proposed point of access; 4) The proposed access is located so as not to interfere with the safe and efficient functioning of any intersection; and 5) The developer or owner agrees to provide all improvements, such as turning lanes or signals, necessitated for the safe and efficient uses of the proposes access. | X |
| Adequate provisions shall be made for soil preservation, drainage patterns, and debris and waste disposal and collection. | X |
| Sidelines of lots shall be at, or near, right angles or radial to the street lines. All corner lots shall have a minimum radius of twenty feet on the property line. | X |
| All property within the subdivision shall be included within a lot or area dedicated for public use. | X |
| All corner lots zoned RP through R3, inclusive, shall be a minimum of ten percent larger in area than the average area of all similarly zoned lots in the plat or subdivision under consideration. | N/A |
| All major streets in subdivision must conform to the major street plan of the City, as set forth in Comprehensive Plan. | N/A |
| The alignment and width of previously platted streets shall be preserved unless topographical conditions or existing buildings or structures required otherwise. | X |
| Residential lots adjoining arterial streets shall comply with: 1) Such lots shall have reverse frontage on the arterial streets, 2) such lots shall be buffered from the arterial street by any effective combination of the following: lot depth, earth berms, vegetation, walls or fences, and structural soundproofing, 3) Minimum lot depth shall be 150 ft except where the use of berms, vegetation, and structures can be demonstrated to constitute an effective buffer, 4) Whenever practical, existing roadside trees shall be saved and used in the arterial buffer, 5) Parking areas shall be used as part of the arterial buffer for high density residential uses, 6) Annexation and development agreement shall include provisions for installation and continued maintenance of arterial buffers. | N/A |
| Planning Director to classify street on basis of zoning, traffic volume, function, growth, vehicular & pedestrian safety, and population density. | None |

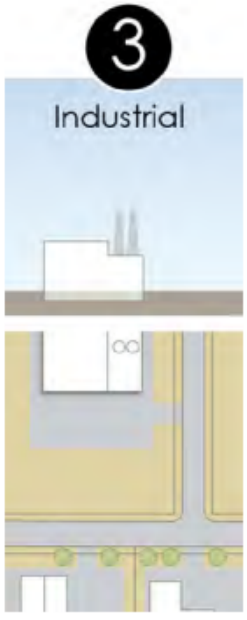
**Zoning Ordinance:**

**11-3-7: Purpose of Industrial Zones**
LM Light Manufacturing and Heavy Commercial Zone. This zone provides a light industrial zone in which the primary use of land is for non-nuisance industries, and heavy commercial establishments. This Zone is characterized by a wide variety of businesses, warehouses, equipment yards, and light manufacturing and industrial uses, and located convenient to transportation systems.
HC Highway and General Commercial Zone. This zone provides a commercial zone for retail and service uses serving the traveling public. Characteristics of the Zone are buildings set back from the right-of-way line to promote safety on the highway and maintain maximum use of highway right-of way for travel purposes, and a wide variety of architectural forms and shapes. This Zone should be located at specific locations along highways leading into the City.

**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. | | |




### 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




6. **Mixed-Use Centers & Corridors**

Snapshot: The Mixed-Use Centers and Corridors Transect denotes areas where people tend to shop, eat and gather. These areas include all housing types but generally at a more intense scale than other areas. These areas also include mixed-use buildings, recreation centers and commercial uses. Mixed-Use Centers and corridors may vary in scale from large, regional commercial centers with supportive housing to smaller commercial pockets called walkable centers that support a well-connected, walkable neighborhood.

Local examples: Northgate Mile and 1st Street corridors, Intersection of 65th South and 5th West, Intersection of Skyline and Broadway, Snake River Landing

August 6, 2024 7:00 p.m. Planning Department

City Annex Council Chambers

**MEMBERS PRESENT:** Commissioners Glen Ogden, Bill Scott, Dale Storer, Forrest Ihler.

**MEMBERS ABSENT:** Marsha McDaniel, Arnold Cantu

**ALSO PRESENT:** Assistant Planning Director Kerry Beutler, David Peterson Planner, Naysha Foster Planner, Brian Stevens 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 July 2, 2024, Ihler seconded the motion. The motion passed unanimously.**

**Business:**

**9. PLT24-030: FINAL PLAT for Reed's Corner Division No. 1.**

**Applicant: Gilmore Jenkins, HLE 101 South Park Ave., Idaho Falls, Idaho.** Jenkins indicated that this is on Broadway (Reed's Dairy). Jenkins stated that there was a recent fire at Reed's Dairy and the store and the drive thru ice cream parlor sits on Lot 1 that is currently unplatted. The improvements that they are working through to replace what was lost in the fire and some additional growth that was already projected will sit on Lot 2. They are platting the two lots because in order to build in the City it has to be platted. This existing lot will need to be brought up to standards so both can be platted. Jenkins stated that lot 2 will access through lot 1, and Lot 1 has access off Broadway. The plat has all the usual public utilities. Jenkins asked for approval so this business can move toward healing.

Foster presented the staff report, a part of the record.

**Storer moved to recommend to the Mayor and City Council approval of the Final Plat for Reed's Corner Division No. 1. Scott Seconded the motion. Ogden called for roll call vote: Scott, yes; Ihler, yes; Ogden, yes; Storer, yes. Motion passed unanimously.**

**REASONED STATEMENT OF RELEVANT CRITERIA AND STANDARDS**

**APPROVAL OF THE FINAL PLAT OF REED'S CORNER DIVISION NO 1, GENERALLY LOCATED NORTH OF BROADWAY, EAST OF N OLD BUTTE ROAD, SOUTH OF THE IDAHO FALLS AIRPORT, WEST OF N BELLIN ROAD.**

**WHEREAS,** the applicant filed an application for a final plat on July 3, 2024; and

**WHEREAS,** this matter came before the Idaho Falls Planning and Zoning Commission during a duly noticed public meeting on August 6, 2024; and

**WHEREAS,** this matter came before the Idaho Falls City Council during a duly noticed public meeting on September 12, 2024; and

**WHEREAS,** having reviewed the application, including all exhibits entered and having considered the issues presented:

## I. RELEVANT CRITERIA AND STANDARDS

1. The Planning and Zoning Commission considered the request pursuant to the City of Idaho Falls Comprehensive Plan, the City of Idaho Falls Zoning Ordinance, the City of Idaho Falls Subdivision Ordinance, the Local Land Use Planning Act, and other applicable development regulations.
2. The property is an approximate 6.358 acres of land located north of Broadway, east of N Old Butte Road, south of the Idaho Falls Airport, west of the N Bellin Road.
3. The final plat includes 2 buildable lots.
4. Access to the subdivision lots will come from Broadway, a Principle Arterial.
5. A portion of the north-west edge of lot 2 is in the No Development Airport Overlay Zone. No building shall occur in this portion of lot 2.
6. The plat complies with all requirements of the Subdivision Ordinance.
7. The proposed development is consistent with the principles of the City's Comprehensive Plan and the LM, Light Manufacturing and Heavy Commercial and HC, Highway Commercial Zones.

## II. DECISION

Based on the above Reasoned Statement of Relevant Criteria, the City Council of the City of Idaho Falls approved the Final Plat.

PASSED BY CITY COUNCIL OF THE CITY OF IDAHO FALLS

THIS _____ DAY OF _____, 2024

_____

Rebecca L. Noah Casper-Mayor

DEVELOPMENT AGREEMENT
REED'S CORNER

This DEVELOPMENT AGREEMENT REED's CORNER ("AGREEMENT"), made this _____ day of SEPTEMBER, 2024, by and between CITY OF IDAHO FALLS, IDAHO, a municipal corporation of the State of Idaho, ("CITY"), whose mailing address is P.O. Box 50220, Idaho Falls, Idaho 83405, and REED'S DAIRY, INC, ("DEVELOPER"), whose mailing address is 2660 West Broadway, Idaho Falls, Idaho 83402.

WITNESSETH:

WHEREAS, DEVELOPER is the sole owner, in law or equity, of a certain tract of land in the County of Bonneville, State of Idaho, which land (hereafter referred to as "Subdivision"), is more particularly described in Exhibit "A" attached hereto and by this reference made a part hereof; and

WHEREAS, DEVELOPER desires to develop the Subdivision within CITY and has submitted a plat bearing the Subdivision name described in the caption of this AGREEMENT; and

WHEREAS, City Engineer, and the Idaho Falls Planning and Zoning Commission, have recommended such development be allowed, subject to certain requirements and obligations on the part of DEVELOPER; and

WHEREAS, CITY is willing to allow the development of the Subdivision within City of Idaho Falls, Idaho, subject to the terms and conditions of this AGREEMENT and the Special Conditions attached hereto; and

WHEREAS, CITY has authority to approve Subdivision plats and the construction of streets, utility lines and other public improvements within CITY; and

WHEREAS, DEVELOPER specifically waives DEVELOPER's right to protest development requirements described in this AGREEMENT, including DEVELOPER's right of judicial review contained in Chapter 52, Title 67, Idaho Code, and pursuant to the standards set forth in § 67-5279, Idaho Code; and

WHEREAS, DEVELOPER understands that the public improvements required herein are standards required pursuant to Idaho Falls City Code, Title 10, Chapter 1, and are authorized by Idaho Code §§ 67-6513 and 67-6518; and

WHEREAS, DEVELOPER and CITY believe that without the public improvements required herein, CITY would not be able to otherwise provide for mitigation of the effects of the

Subdivision development on the ability of CITY to deliver services without compromising quality of such service delivery to current CITY residents, or without imposing substantial additional costs upon current CITY residents to accommodate the proposed Subdivision; and

WHEREAS, CITY desires to ensure that public improvements consisting of those described in this AGREEMENT, including Special Conditions for the Subdivision, are constructed; and

WHEREAS, DEVELOPER understands that a waiver of public improvements is available pursuant to Idaho Falls City Code, but DEVELOPER specifically does not wish to request such a waiver and wishes to enter into this AGREEMENT; and

WHEREAS, DEVELOPER enters into this AGREEMENT of DEVELOPER's own free will and accord, without coercion and without inducement and at DEVELOPER's request; and

WHEREAS, DEVELOPER has read this AGREEMENT, has understood it, and has had the opportunity to avail itself of legal and other counsel prior to entering into this AGREEMENT and prior to signing it; and

WHEREAS, DEVELOPER has submitted a preliminary plat bearing the Subdivision name described in the caption of this AGREEMENT; and

WHEREAS, City Engineer and City Planning and Zoning Commission have recommended such Subdivision be approved subject to certain requirements and obligations on the part of DEVELOPER; and

WHEREAS, CITY is willing to approve the Subdivision to CITY, subject to the terms and conditions of this AGREEMENT and the Special Conditions attached hereto.

NOW, THEREFORE, in consideration of the covenants and conditions set forth herein, the Parties agree as follows:

1. Approval of Subdivision. CITY hereby approves the Subdivision plat as described in Exhibit "A" attached hereto and made a part to this AGREEMENT by reference and agrees that upon DEVELOPER's full and complete performance of the terms and conditions hereto, it will accept and maintain the property dedicated to CITY on the Subdivision plat and all public facilities and improvements shown in the Improvement Plans for the Subdivision.

2. Improvement, Preliminary, and Final Improvement Plans. "Improvement Plans," used in this AGREEMENT, are engineer-designed plans showing all streets, sewer lines, water lines, storm drains, street signs, traffic control devices, barricades, other public utilities (telephone, gas,

electricity, fiber optic and irrigation facilities) and other public improvements contemplated within the Subdivision. "Preliminary Improvement Plans" as used in this AGREEMENT, are those Improvement Plans submitted and considered for the Subdivision development prior to the approval of City Engineer, and not yet approved for construction. "Final Improvement Plans" as used in this AGREEMENT, are those Improvement Plans submitted, considered and approved by City Engineer for the Subdivision development.

DEVELOPER anticipates that development of the entire Subdivision will occur in phases or divisions. DEVELOPER has filed, and City Engineer has approved, Improvement Plans for the public improvements to be constructed within public rights-of-way exterior to the Subdivision, (hereafter referred to as the "Exterior Improvement Plans") showing the width, location and alignment of all streets, sewer lines and water lines within the Subdivision and the size and materials specifications for such water and sewer lines. Prior to the commencement of any construction or development within any phase or division of the Subdivision, DEVELOPER shall also file with, and obtain the approval of, City Engineer Improvement Plans (hereafter the "Interior Improvement Plans") for all streets, sewer lines, water lines, storm drainage facilities, street signs, traffic control devices, barricades and other public improvements contemplated within such phase or division of the Subdivision. The filed Improvement Plans shall also show the proposed location of other public utilities (telephone, gas and electricity), and irrigation facilities affected by the development of such phase or division of the Subdivision. Preliminary Improvement Plans are incorporated herein by reference as though set out in full, and the Final Improvement Plans shall also, upon approval by City Engineer, be deemed to be incorporated herein by reference.

3. Construction of Public Improvements. Unless otherwise agreed in the Special Conditions, DEVELOPER shall, at its expense, design and construct all public improvements shown in the Exterior Improvement Plans and Interior Improvement Plans. Unless otherwise agreed in writing by City Engineer, DEVELOPER shall construct all required public improvements within such Improvement Plans in strict accordance with the approved Preliminary and Final Improvement Plans and CITY Standard Engineering Drawings and Specifications (hereafter referred to as the "Standard Specifications") in effect at the time the construction is accomplished. The Standard Specifications are incorporated herein by reference as though set out in full and compliance to the Standard Specifications is a condition of this AGREEMENT.

4. Permits. DEVELOPER shall obtain all right-of-way, excavation and/or other permits required by local ordinance and comply with all requirements therein with respect to the timely performance of the work governed by such permits.

5. Inspection. DEVELOPER shall retain a professional engineer (hereafter referred to as the "Project Engineer") licensed within the State of Idaho to supervise, inspect and test the construction of all public improvements within the Subdivision in order to ensure such

improvements are constructed in accordance with this AGREEMENT, the Improvement Plans and the Standard Specifications. DEVELOPER shall not materially deviate from the Improvement Plans or Standard Specifications without the express written approval of the City Engineer.

6. Corrected Improvement Plans. Prior to acceptance of any phase or division of the Subdivision, DEVELOPER will file "As Constructed"/ "As Built" Improvement Plans (hereafter referred to as the "Corrected Improvement Plans") with City Engineer. Such Corrected Improvement Plans shall be prepared by the Project Engineer and shall show the actual constructed location of all public improvements within the Subdivision including the horizontal and vertical location of all water, sewer and storm drain lines, individual building service lines curb and gutter alignment and street grades. Such Corrected Improvement Plans shall also specifically show all changes between the Final Improvement Plans and the public improvements as actually constructed. The Project Engineer shall also certify upon the Corrected Improvement Plans that such Corrected Improvement Plans correctly show all public improvements as actually constructed and that such public improvements have been constructed in accordance with the Standard Specifications in effect at the time such construction was accomplished. The Project Engineer shall also deliver to City Engineer all compaction reports, daily construction logs, reports, written tests, analysis and other data as may be necessary to verify or support the certification of the Project Engineer.

7. Acceptance of Subdivision. Upon satisfactory completion of such public improvements and facilities, DEVELOPER's delivery of Corrected Improvement Plans and the filing and approval by CITY of a final plat, CITY will accept that portion of the Subdivision for which a final plat has been approved. Such acceptance shall not be valid unless expressly acknowledged in writing by City Engineer. Except as otherwise expressly provided in the Special Conditions, upon acceptance of any phase or division within the Subdivision, CITY shall assume ownership and control of all public facilities within any dedicated street or public utility right-of-way within the Subdivision and shall execute and record an instrument documenting such acceptance and that also references the recording information for this AGREEMENT and thereby releasing the Subdivision, or the accepted portion thereof, from the encumbrances of this AGREEMENT. Acceptance of the Subdivision Improvements and recording the acceptance instrument shall not be deemed as a waiver of DEVELOPER's agreement herein to fully and completely perform the terms and conditions of this AGREEMENT, or as a waiver or release of the warranty set forth below in this AGREEMENT.

8. Warranty. DEVELOPER warrants that the materials and workmanship employed in the construction of all public improvements within the Subdivision shall be good and sound, and shall conform to generally accepted standards within the construction industry. Such warranty shall extend for a period of one (1) year after acceptance of any phase or division of the Subdivision within which such improvements are located, by CITY, provided nothing herein shall limit the

time within which CITY may bring an action against DEVELOPER on account of DEVELOPER's failure to construct such improvements in accordance with this AGREEMENT, the Improvement Plans or the Standard Specifications. DEVELOPER, and DEVELOPER's heirs, successors and assigns, shall and do hereby respectively warrant and agree, to defend the quiet and peaceful possession of CITY in all easements, rights-of-way, street dedications or other estates conveyed pursuant to the terms of this AGREEMENT or pursuant to the subdivision plat which is the subject hereof, from and against all claims against DEVELOPER and DEVELOPER's successors or assigns, respectively, and against every person whomsoever who lawfully holds, or who later lawfully claims to have held, rights in the premises by or through DEVELOPER and DEVELOPER's successors or assigns, respectively, as of the date of this AGREEMENT.

9. Water and Sewer Main Connection Charges. DEVELOPER agrees to pay to CITY at the time any separate sanitary sewer service or culinary water service connection to CITY sanitary sewer system or culinary water system is requested, all connection fees, main connection charges, and main charges as set forth in the City Code in effect at the time such request for service is made.

10. Failure to Pay Fees. In the event DEVELOPER fails or refuses to pay any of the fees, charges or costs set forth herein, CITY may disannex any property owned by DEVELOPER within the Subdivision or declare the entire unpaid balance immediately due and payable and collect such sums in the manner provided by law, or may pursue any other remedy set forth herein or as may be available at law or in equity. All such remedies shall be cumulative and CITY may pursue the same separately or simultaneously as it deems necessary or appropriate. In the event of such acceleration, all sums due shall bear interest at the rate established by law for judgments entered in the State of Idaho, commencing on the date the unpaid amount is declared immediately due and written demand therefor is delivered to DEVELOPER.

11. Participation by CITY. The parties agree that those portions of the water main, the sanitary sewer line, storm drains and street section work (hereafter collectively referred to as the "Shared Work"), the cost of which CITY has expressly agreed to pay pursuant to the Special Conditions, including any water or sewer line or storm line extensions, increased line size or capacity and road width or thickness, are required because of future service needs originating from properties not owned by DEVELOPER and located within the vicinity of the Subdivision, and that sound planning requires construction thereof at the present time in order to accommodate future expansion and development. In recognition of the cost savings which can be accomplished by construction of such excess capacity and improvements concurrently with the facilities to be constructed for DEVELOPER's purposes, and the impracticality or impossibility of constructing such excess capacity and improvements separately or at a later time, DEVELOPER agrees to design and construct such facilities subject to CITY's agreement to reimburse DEVELOPER for a portion of such costs, all as set forth in the Special Conditions. Prior to the commencement of the Shared Work, DEVELOPER shall obtain and deliver to CITY three (3) independent bona fide bids

for the performance of such work from qualified and responsible contractors. Such bids shall be solicited and itemized in a manner which allows clear and specific identification of that portion of the construction work for which CITY is responsible. CITY shall have no obligation to pay for any portion of the costs of the Shared work unless prior to the commencement of the work, the parties have expressly agreed in writing to a specific amount for which CITY will reimburse the DEVELOPER. Payment of such costs by CITY shall be due within thirty (30) days from acceptance of the Subdivision by CITY and delivery of an itemized statement to CITY setting forth in detail the total amount of the costs for which CITY is responsible.

12. Special Conditions. In recognition of the unique circumstances relative to this Subdivision the parties agree to the Special Conditions attached hereto as Exhibit "B" and by this reference made a part hereof.

13. Irrigation Facilities. DEVELOPER shall relocate or reconstruct, at DEVELOPER's expense, all ditches, headgate structures, culverts, siphons, drywells or other similar appurtenant structures that will be impaired or otherwise disturbed by the construction of this Subdivision. DEVELOPER shall also obtain the consent of all persons or entities who have any water right or control over such structures. DEVELOPER shall also indemnify and hold CITY harmless from any action, claim, demand or cost of any kind, including attorney's fees and court costs, arising from the relocation or reconstruction of such facilities or DEVELOPER's failure to properly relocate or reconstruct such facilities.

14. Relocation of Power Lines. DEVELOPER shall relocate at its expense, all existing electric utility poles or other utility lines or fixtures necessary to construct the public improvements within this Subdivision as shown on the Improvement Drawings.

15. Construction Schedule Change. Any modification to the public improvements shown in the Improvement Drawings or to the construction phase limits shall be approved by City Engineer. Prior to said approval, revised Improvement Drawings shall be resubmitted to City Engineering Department showing the proposed changes.

16. Taxes and Assessments. DEVELOPER shall pay all real property taxes and assessments levied or assessed against any interest in real property which DEVELOPER has agreed to convey to CITY pursuant to this AGREEMENT up to the date the final Subdivision plat for this Subdivision is recorded. Such taxes and assessments shall be paid prior to the acceptance by CITY of the public improvements within any phase or division of the Subdivision.

17. Occupancy. No building or structure within the Subdivision shall be used or occupied for any purpose other than for the construction of such building or structure, unless a final plat has been filed and approved and all public improvements within the plat have been completed and

accepted by City Engineer. CITY may withhold Certificates of Occupancy until all such work has been completed. Nothing herein shall prevent the use of a model building for the purpose of DEVELOPER's sales promotional efforts provided the building is not occupied for any other commercial or industrial purposes.

18. Default. In the event DEVELOPER fails to comply with the terms and conditions hereof in any material respect, CITY may, without further notice to DEVELOPER, exercise any or all of the following remedies:

A. Withhold the issuance of any building permit or certificate of occupancy for any structure located within any phase or division of the Subdivision affected by such default;

B. Withhold the connection of water, sewer or electric service to any property located within any phase or division of the Subdivision affected by such default;

C. Refuse to accept public ownership and maintenance of public improvements within any phase or division of the Subdivision affected by such default and record a notice of such action with the Bonneville County Recorder's office;

D. Issue a stop work order for any building under construction within any phase or division of the Subdivision affected by such default;

E. Withhold reimbursement of Subdivision inspection fees collected pursuant to the Idaho Falls City Code; and

F. Bring an action for damages, injunctive relief, specific performance or any other remedy available at law or in equity.

19. Notices. Any notice required by this AGREEMENT shall be mailed to the receiving party at the address set forth above or such other address as may be delivered to the sending party in writing. Such notice shall be mailed by certified mail, return receipt requested, postage prepaid and addressed as set forth above and shall be deemed received upon its deposit in the United States mail in such manner.

20. Recording and Recording Fees. CITY may record this AGREEMENT with the Bonneville County Recorder's office and prior to the execution and approval of this AGREEMENT, DEVELOPER shall pay to CITY all recording fees necessary to record this AGREEMENT with the Bonneville County Recorder's office. Prior to the approval of any final plat within the Subdivision, DEVELOPER shall pay to CITY all recording fees necessary to record such final plat with the Bonneville County Recorder's office.

21. Compliance With Applicable Law and Regulation. DEVELOPER agrees to comply with all applicable rules, regulations, Ordinances, Resolutions, statutes or administrative laws having applicability to development to this Subdivision and or phase of this Subdivision including, of those of CITY, Bonneville County, the State of Idaho, the United States of America, or any agency or political subdivisions thereof having jurisdiction over the Subdivision and to obtain any permits, licenses, permissions, authorizations, etc., that are required for such development.

22. Conflict With Standard Specifications. In the event of any conflict between the terms of this AGREEMENT or the Improvement Plans and the Standard Specifications, the terms of this AGREEMENT or the Improvement Plans shall prevail over any contrary provision of the Standard Specifications. In the event of any conflict between the terms of this AGREEMENT and the Improvement Plans, the terms of this AGREEMENT shall prevail.

23. Covenants Appurtenant to the Land. All covenants and conditions set forth herein shall be appurtenant to and run with the Subdivision and shall be binding upon DEVELOPER's heirs, successors or assigns.

24. Governing Law. 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 District of the State of Idaho, Bonneville County or in the United States District Court for the District of Idaho.

25. Entire Agreement. This writing evidences the final and complete agreement between the parties and no other prior statement, representation or understanding shall be binding upon the parties unless expressly set forth herein.

26. Effective Date. This AGREEMENT shall become valid and binding only upon its approval by CITY Council of CITY and upon its execution by the Mayor.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this day and year first above written.

ATTEST:

CITY OF IDAHO FALLS, IDAHO

_____
Corrin Wilde, City Clerk

By _____
Rebecca L. Noah Casper, Ph.D., Mayor

REED'S DAIRY, INC.

By Alan Reed
Alan Reed, President

STATE OF IDAHO )
) ss.
County of Bonneville )

On this _____ day of _____, 2024, before me, the undersigned, a notary public for Idaho, personally appeared Rebecca L. Noah Casper, Ph.D., 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 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)

_____
Notary Public of Idaho
Residing at: _____
My Commission Expires: _____

STATE OF IDAHO )
) ss:
County of Bonneville )

On this 3rd day of September, 2024, before me, the undersigned, a notary public, in and for said State, personally appeared Alan Reed, known or identified to me

to be an authorized signator and 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 said developer.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year in this certificate first above written.




(Seal)

Notary Public of Idaho
Residing at: Idaho Falls ID
My Commission Expires: 1-26-2029

**EXHIBIT "A"**
**PROPERTY**

**LEGAL DESCRIPTION**
**REED'S CORNER**

PART OF THE SOUTHEAST 1/4 OF SECTION 15, TOWNSHIP 2 NORTH, RANGE 37 E.B.M., BONNEVILLE COUNTY, IDAHO DESCRIBED AS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 15; THENCE N89°42'21"W 200.29 FEET ALONG THE SOUTH LINE OF SAID SECTION 15; THENCE N00°00'00"E 45.00 FEET TO THE POINT OF BEGINNING; THENCE N 89°42'21" W 254.79 FEET TO THE SOUTH EAST CORNER OF LOT 1 L & C HAVEN DIVISION NO. 1 INSTRUMENT NO. 1027482; THENCE N 03°10'04" W 145.91 FEET TO THE NORTH EAST CORNER OF SAID LOT 1; THENCE ALONG THE NORTH LINE OF SAID LOT 1 THE FOLLOWING (3) THREE COURSES; (1) THENCE N 89°57'48" W 121.13 FEET; (2) THENCE S 01°35'27" E 26.40 FEET; (3) THENCE S 88°17'48" W 100.39 FEET TO THE CENTERLINE OF HOFF LATERAL; THENCE ALONG SAID CENTERLINE THE FOLLOWING (5) FIVE COURSES; (1)THENCE N 16°40'21" W 80.79 FEET; (2) THENCE N 16°57'40" W 52.14 FEET; (3) THENCE N 27°11'24" W 175.67 FEET; (4) THENCE N 26°55'03" W 61.72 FEET; (5) THENCE N 28°45'24" W 84.66 FEET; THENCE N 37°57'04" E 540.69 FEET; THENCE S 41°12'37" E 23.03 FEET; THENCE S 04°09'23" E 543.99 FEET; THENCE S 73°48'01" E 141.40 FEET; THENCE S 00°21'30" E 133.25 FEET; THENCE N 89°42'29" E 145.75 FEET; THENCE S 00°21'49" E 224.99 FEET TO THE POINT OF BEGINNING.

CONTAINING 6.995 ACRES, MORE OR LESS.

**EXHIBIT "B"**
**SPECIAL CONDITIONS**

**REED'S CORNER**

**S.C. 1.00 Access to Broadway.** Access shall be in accordance with the Bonneville Metropolitan Planning Organization ("BMPO") Access Management Plan and as shown on CITY's approved Site Plan.

**S.C. 2.00 Existing Infrastructure.** When it is necessary to move or remove existing infrastructure not belonging to CITY and not within CITY right-of-way, DEVELOPER shall coordinate such activities with the applicable owner, (e.g., poles owned by Pacificorp, dba Rocky Mountain Power). Any existing electrical infrastructure owned by Pacificorp, dba Rocky Mountain Power, will require a buy-out from DEVELOPER prior to receipt of electrical service from CITY. Request for the buy-out, if any, is to be initiated by DEVELOPER after annexation.

**S.C. 3.00 Construction of Idaho Falls Power and Idaho Falls Fiber Infrastructure.** DEVELOPER shall, at DEVELOPER's sole expense, install all power infrastructure as described and illustrated on the Idaho Falls Power approved and signed contractor's map provided and reviewed by Idaho Falls Power. All power infrastructure installation shall conform with Idaho Falls Power's service policy. Typical power trench installation shall have a warranty of workmanship of one (1) year beginning at the time of CITY's final acceptance. However, if power infrastructure is installed during winter conditions (where frost is evident in the ground and backfill has the potential to be frozen earth) the warranty of workmanship shall be extended to two (2) full years beginning at the time of CITY's final acceptance. DEVELOPER shall incur all costs associated with Idaho Falls Power/Idaho Falls Fiber crews removing infrastructure in order to remedy settling. This includes, but is not limited to, all settlement of trenching, transformer bases, fiber boxes, and/or conduit separation.

**S.C. 4.00 Storm Drainage.** Storm Drainage shall be designed and constructed to accommodate drainage of the lots within the Subdivision by DEVELOPER. The storm drainage system shall meet CITY's Storm Drainage Policy. The storm pond shall be constructed as shown on the CITY-approved Improvement Drawings. DEVELOPER shall provide for the installation of landscaping and an irrigation system, at DEVELOPER's sole expense, to serve this Subdivision. Maintenance of the storm pond shall be the responsibility of DEVELOPER or DEVELOPER's heirs, successors, or assigns.

**S.C. 5.00 Water Line Connection in Broadway.** CITY agrees to allow DEVELOPER to connect to the water main located in Broadway, subject to DEVELOPER's payment of the water main connection fees in the amount of Eleven Thousand Seven Hundred Fifty-Five Dollars and Fifty Cents ($11,755.50; 255 feet currently at $46.10 per foot), pursuant to section 8-4-14 (C) of the City

Code. Mainline connection fee costs are subject to adjustment when CITY fee resolution is adjusted from time to time by City Council. This fee amount is subject to fee adjustments at time of building permit application. Pursuant to section 8-4-14 (B) of the City Code, DEVELOPER or DEVELOPER's heirs or assigns shall also pay individual water system connection fees each time an individual water service line is connected to CITY water systems. Such fees shall be paid in the amounts and manner set forth in such Code Sections.

**S.C. 6.00 Sewer Main Connection Fee Broadway.** CITY agrees to allow DEVELOPER to connect to the sewer main previously constructed within the Subdivision, subject to DEVELOPER's payment of the sewer main connection charge pursuant to section 8-1-23(C) of the City Code in the amount of Six Thousand Eight Hundred Eighty-Five Dollars ($6,885.00;255 feet; currently at $27.00 per foot). Mainline connection fee costs are subject to adjustment when CITY fee resolution is adjusted from time to time by City Council. This fee amount is subject to fee adjustments at time of building permit application. Pursuant to section 8-1-23(B) of the City Code, DEVELOPER or DEVELOPER's heirs or assigns shall also pay individual sewer connection fees each time an individual sewer service line is connected to CITY sewer system. Such fees shall be paid in the amounts and manner set forth in such Code Section.

**S.C. 7.00 Sanitary Sewer System Impacts.** DEVELOPER shall design, construct, and operate a pretreatment system and reimburse CITY for collection and treatment system impacts caused by this Subdivision to the existing system. For initial planning purposes the pretreatment system should be anticipated to treat wastewater for non-petroleum fats, oils, and grease ("FOG") to be under 250 milligrams per liter ( FOG < 250 mg/l). The collection and treatment system shall be considered impacted if (1) Subdivision flows plus projected flows over the next ten (10) years exceed seventy-five percent (75%) of the capacity of the existing system or (2) manhole headspace hydrogen sulfide concentrations exceed existing conditions.

CITY shall evaluate impacts to the system based on demands of the Subdivision to include collection system conveyance impacts; collection system odors; corrosion concerns; compliance with CITY's sewer ordinance, as currently adopted and as amended from time to time; and CITY treatment plant operation impacts. Evaluation of impacts to the system shall be completed and addressed in CITY/Industrial permit as this Subdivision shall require a Significant Industrial User Permit (as required by City Code § 8-1-32). Cost impacts included in the Significant Industrial User Permit shall be borne solely by DEVELOPER.

# Memorandum

**File #:** 24-327 **City Council Meeting**

**FROM:** Wade Sanner, Director
**DATE:** Tuesday, September 3, 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 18.587 acres, Part of the SE ¼ of Section 1, Township 1 North, Range 37 East and the SW ¼ of Section 6, Township 1 North, Range 38 East.

**Council Action Desired**
☒ Ordinance ☒ Resolution ☒ Public Hearing
☐ Other Action (Approval, Authorization, Ratification, etc.)
1. Approve the Ordinance annexing approximately 18.587 acres, Part of the SE ¼ of Section 1, Township 1 North, Range 37 East and the SW ¼ of Section 6, Township 1 North, Range 38 East; assign a Comprehensive Plan Designation of "Suburban Transect;" 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 18.587 acres, Part of the SE ¼ of Section 1, Township 1 North, Range 37 East and the SW ¼ of Section 6, Township 1 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 R1, Single Dwelling Residential which includes the Annexation Ordinance and Reasoned Statement of Relevant Criteria and Standards for approximately 18.587 acres, Part of the SE ¼ of Section 1, Township 1 North, Range 37 East and the SW ¼ of Section 6, Township 1 North, Range 38 East. On July 2, 2024, the Planning and Zoning Commission unanimously voted to recommend approval of the annexation with initial zoning of R1, Single Dwelling Residential to the Mayor and City Council as presented.

**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

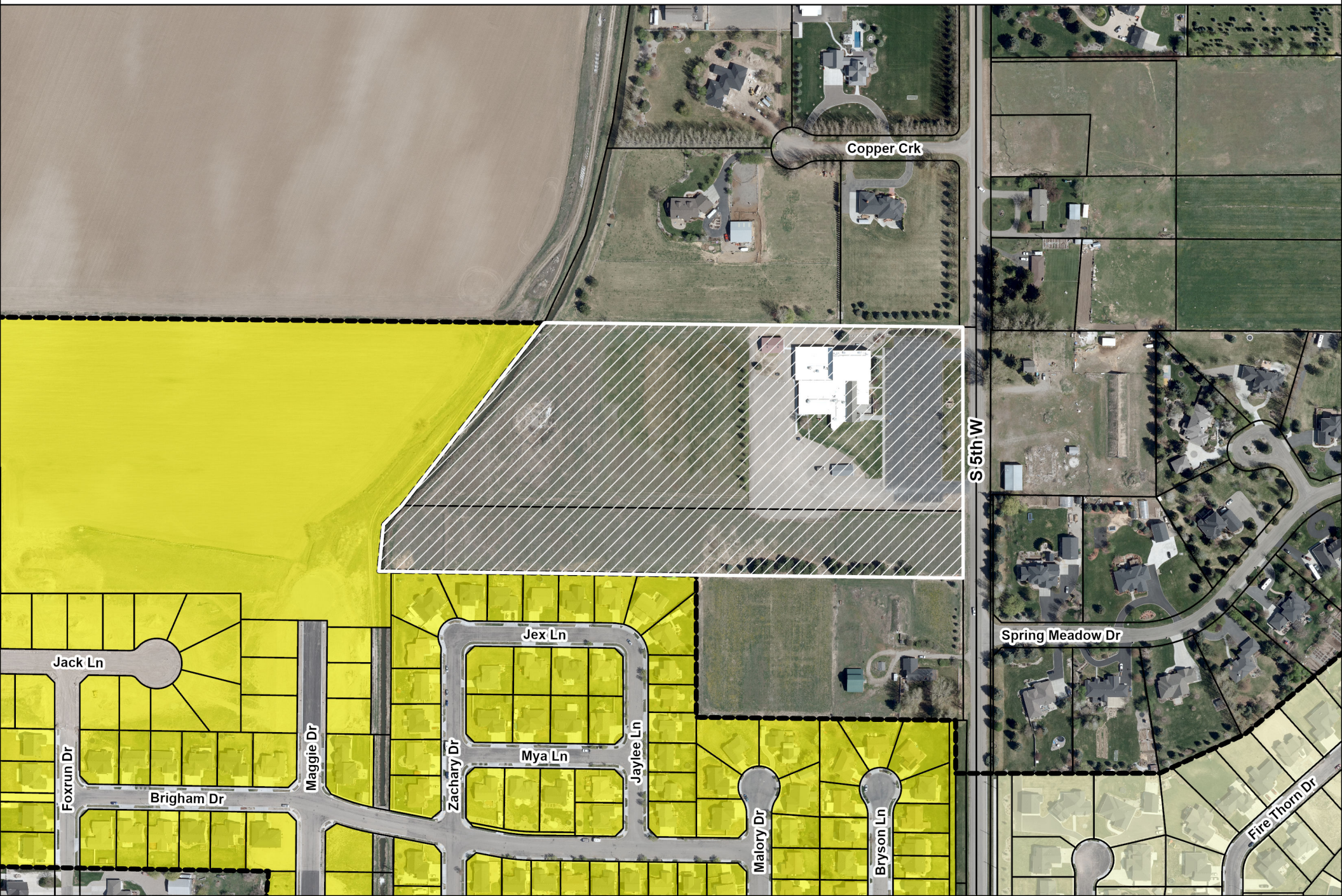
**Legal Review**
This application and ordinance have been reviewed by the Legal Department for consistency with state statues.

# Zoning

# ANX24-003 Initial Zoning R1

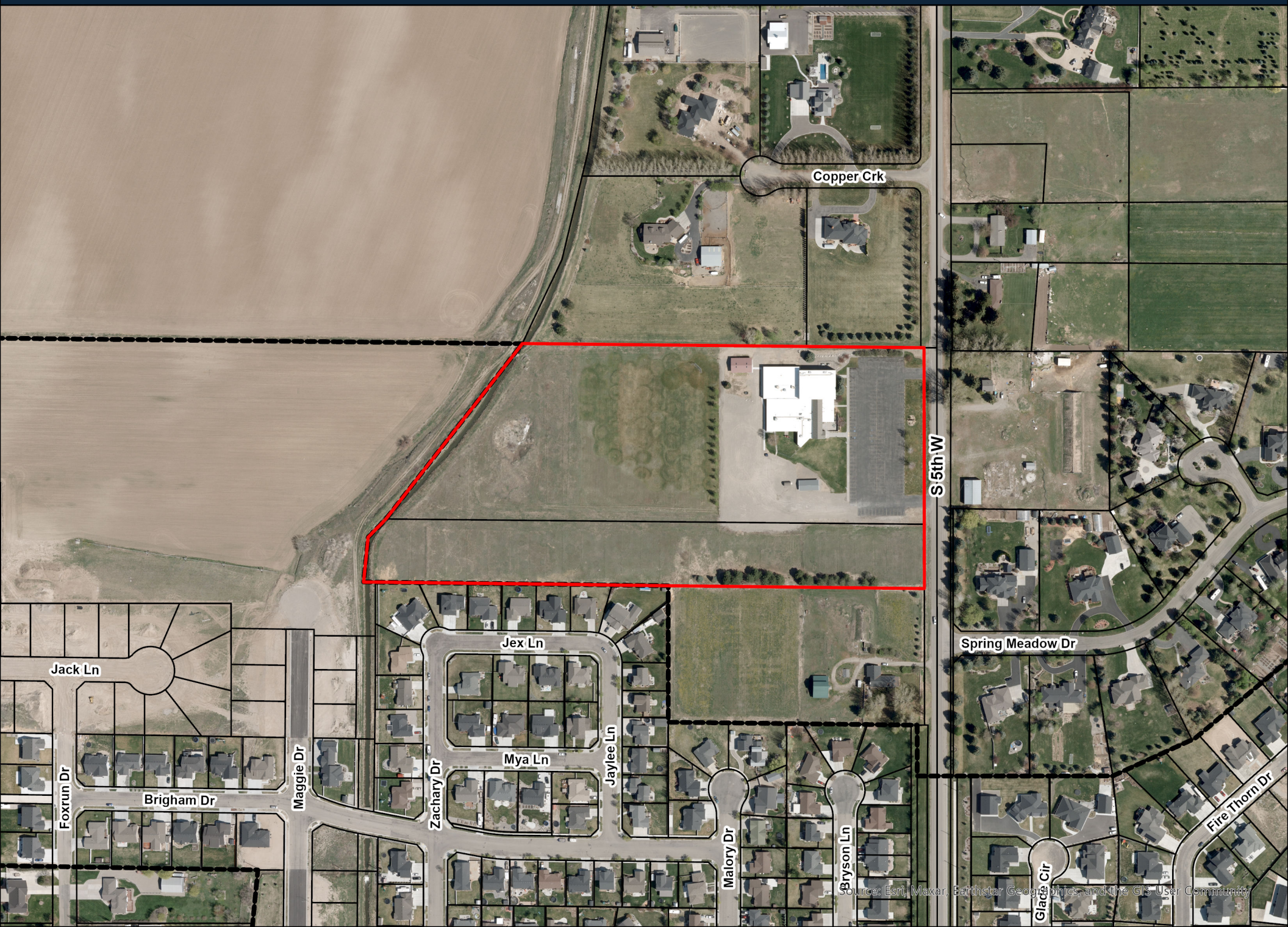
RE R1 TN R3 PB LC R&D I&M

RP R2 RMH R3A CC HC LM P



# Aerial

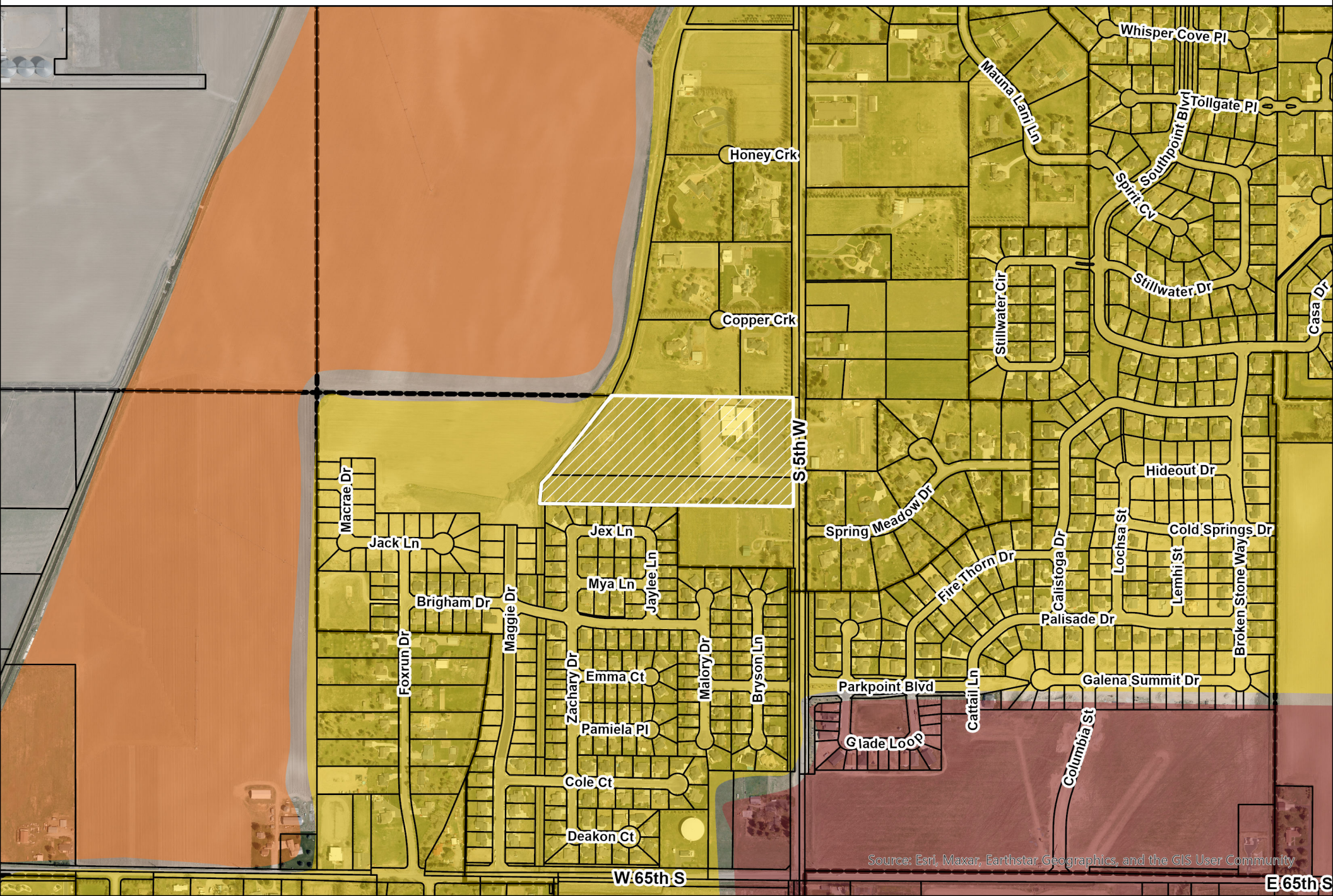
# ANX24-003 Initial Zoning R1



# Comprehensive Plan

# ANX24-003 Initial Zoning R1

General Urban
Industrial
Mixed Use Centers and Corridors
Natural and Open Space
Special Use
Suburban
Urban Core



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:**

**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 18.587 ACRES IN A PORTION OF SOUTHEAST ¼ OF SECTION 1, T 1N, R 37E, SW ¼ of SECTION 6, T 1N, R 38E**
**INITIAL ZONING OF R1, SINGLE DWELLING RESIDENTIAL ZONE**
**September 12, 2024**

IDAHO FALLS

Community Development Services

**Applicant:** HLE

**Project Manager:** Naysha Foster

**Location:** North of Sadie Ln, east of the Gustafson Lateral, south of the Copper Creek Rd, west of S 5th W.

**Size:** Approximately 18.587 Acres

**Zoning:**
Existing: County A-1
North: County A-1
South: County A-1 & City R1
East: County A-1
West: City R1

**Proposed Zoning:** R1

**Existing Land Uses:**
Site: Religious Institution
North: Residential
South: Residential
East: Residential
West: Residential/Ag

**Future Land Use Map:**
Suburban

**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 R1.

**Annexation**: This annexation was requested by the property owner. The property is in the Area of Impact and contiguous to City limits along the west and a portion of the south property line. Annexation of the property is consistent with the policies of the City's Comprehensive Plan.

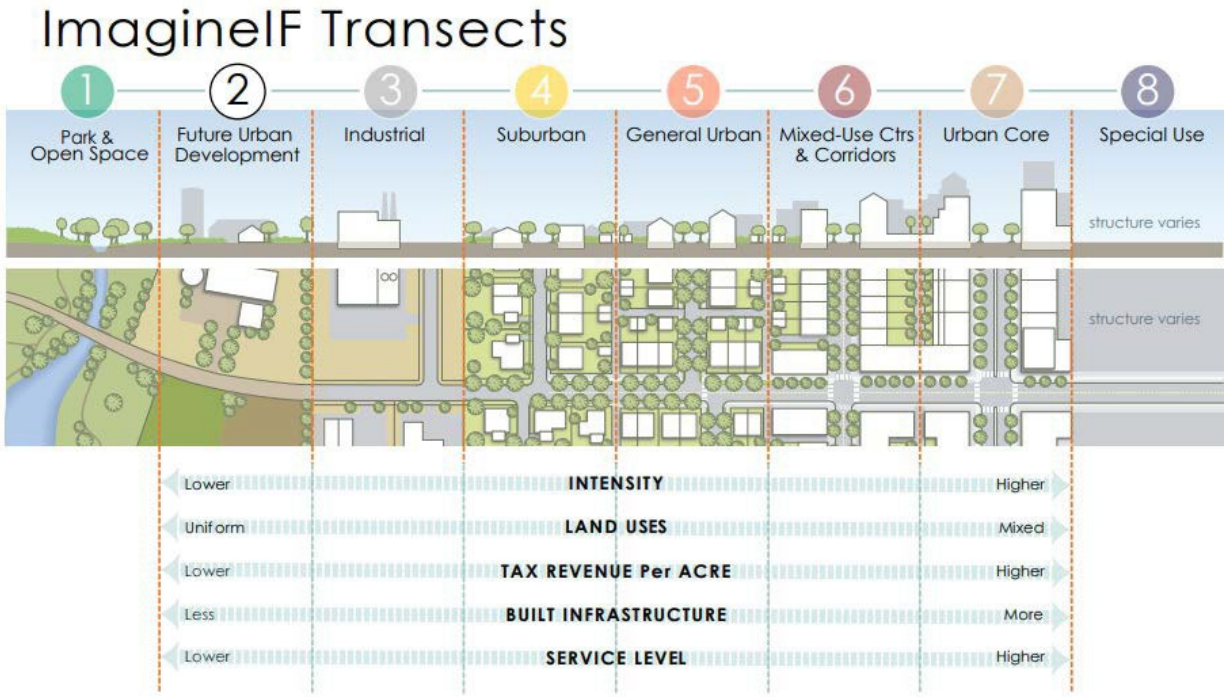
**Initial Zoning:** The proposed zoning is R1, Single Dwelling Residential Zone. This zone represents less automobile-oriented, more walkable development patterns, characterized by somewhat smaller lot widths and somewhat denser residential environment than the Residential Park Zone. The R1 principle uses shall be single dwelling detached and single dwelling attached with daily household services and limited commercial in the general location.

**Staff Comments:** The R1 Zone fits well within the Suburban transect of the Comprehensive Plan. The property is currently occupied by a church. The property will be annexed with the current use being legal non-conforming, however if there is any future development or expansion of the existing use the property will need to be platted and brought up to current development standards.

**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 and initial zoning of the R1 Zone.

**Comprehensive Plan Land Use Transects:**

**pg. 60-70**







4. **Suburban**

Snapshot: The Suburban Transect denotes existing or planned residential areas in close proximity to or with easy vehicular access to regional commercial service areas that provide daily household needs. These areas contain various housing types, generally including detached and attached single-unit dwellings, accessory dwelling units, duplexes and triplex and fourplex units at a house scale. Residential development should include a mix of housing types, price points and sizes and should not be exclusively detached single-dwelling units. These areas could also include parks, schools, churches and small commercial nodes adjacent to major roadways. Curvilinear streets and cul-de-sacs are common. Although existing road patterns and lot sizes have created low levels of connectivity and convenience to services, opportunities to increase these features should be identified and planned for.

Local examples: Silverleaf, Mill Run, Fairway Estates, Ivan's Acres, Shamrock Park, Home Ranch, Stonebrook, Brookside and Southpoint Subdivisions

**Zoning Ordinance:**

## 11-3-3: PURPOSE OF RESIDENTIAL ZONES

(C) R1 Single Dwelling Residential Zone. This zone provides a residential zone which is representative of a less automobile-oriented, more walkable development pattern, characterized by somewhat smaller lot widths; and a somewhat denser residential environment than is characteristic of the RP Residential Park Zone. The principal uses in the R1 Residential Zone shall be single detached and attached dwelling units. This zone is also generally located near limited commercial services that provide daily household needs.

## 11-3-4: DIMENSIONAL STANDARDS FOR RESIDENTIAL ZONES.

**Table 11-3-1: Dimensional Standards for Residential Zones**

| | RE | RP | R1 | R2 | TN | R3 | R3A | RMH |
|---|---|---|---|---|---|---|---|---|
| **Lot Area** | | | | | | | | |
| Lot Area Minimum in $ft^2$ | 1 acre* | 12,000 | 7,000 | 6,000* | 3,000* | 5,000* | 5,000 | 3,000 |
| Lot Area Maximum in $ft^2$ | | | 13,500* | | | | | |
| **Site Width** | | | | | | | | |
| Site Width at Front Setback, Minimum in ft. | 150 | 60 | 50 | 50 | 25 | 50 | 50 | 25 |
| **Setbacks, Minimum in ft.** | | | | | | | | |
| Front | 40 | 30* | 25* | 20* | 15* | 15 | 15 | 15 |
| Front Maximum in ft. | | | | | 20* | | | |
| Side | 20 | 7.5/10* | 6 | 6 | 5 | 6 | 6 | 5 |
| Rear | 40 | 25 | 25 | 25 | 10 | 25* | 25* | 10 |
| **Lot Coverage, Building Height, and Density** | | | | | | | | |
| Maximum Lot Coverage in % | 30 | 40 | 40 | 80 | 50 | 80 | 80 | 50 |
| Maximum Building Height in ft* | 24 | 24 | 24 | 36 | * | | | 24 |
| Maximum Density in gross units/acre | 1 | 4 | 6 | 17 | 15 | 35 | 35 | 35 |
| *See explanations, exceptions and qualifications in Section 11-3-4A,B,C of this Zoning Code. | | | | | | | | |

(Ord. 3218, 9-13-18) (Ord. 3310, 6-18-20) (Ord. 3452, 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 ANNEXATION OF APPROXIMATELY 18.587 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 18.587 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"

LEGAL DESCRIPTION (Page 1 of 1)

PART OF THE SOUTHEAST 1/4 OF SECTION 1, T. 1 N. R. 37 E.B.M. AND THE SOUTHWEST ¼ OF SECTION 6, T. 1 N. R. 38 E.B.M., BONNEVILLE COUNTY, MORE PARTICULARLY IDAHO DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 1; THENCE N 00°02'03" W 2658.47 FEET TO THE EAST 1/4 CORNER OF SAID SECTION 1 AND THE POINT OF BEGINNING; THENCE S 89°24'19" E 30.55 FEET TO A POINT ON THE EXISTING EASTERLY RIGHT-OF-WAY LINE OF 5TH WEST; THENCE ALONG SAID RIGHT-OF-WAY LINE THE FOLLOWING (3) THREE COURSES, (1) THENCE S 00°02'46" E 400.08 FEET; (2) THENCE S 89°13'57" E 9.36 FEET; (3) THENCE S 00°02'03" E 665.61 FEET TO A POINT ON THE BOUNDARY OF CITY OF IDAHO FALLS ANNEXATION ORDINANCE NO. 3126; THENCE S 89°57'13" W 90.04 FEET ALONG SAID CITY OF IDAHO FALLS ANNEXATION ORDINANCE NO. 3126 TO A POINT ON THE BOUNDARY OF CITY OF IDAHO FALLS ANNEXATION ORDINANCE NO. 2512; THENCE N 00°00'46" W 126.74 FEET ALONG SAID CITY OF IDAHO FALLS ANNEXATION ORDINANCE NO. 2512; THENCE S 89°19'17" E 17.64 FEET TO A POINT ON THE EXISTING WESTERLY RIGHT-OF-WAY LINE OF 5TH WEST; THENCE N 00°01'47" W 340.06 FEET ALONG SAID RIGHT-OF-WAY; THENCE N 89°19'24" W 1396.49 FEET, TO A POINT ON THE BOUNDARY OF CITY OF IDAHO FALLS ANNEXATION ORDINANCE NO. 2512; THENCE ALONG THE BOUNDARY OF SAID CITY OF IDAHO FALLS ANNEXATION ORDINANCE NO. THE FOLLOWING THREE (3) COURSES; (1) THENCE N 05°44'32" E 112.45 FEET; (2) THENCE N 44°16'22" E 63.51 FEET; (3) THENCE N 38°12'47" E 555.48 FEET; THENCE S 89°24'19" E 1029.22 FEET TO THE POINT OF BEGINNING.

PARCEL CONTAINS: 18.587 ACRES MORE OR LESS.


Submitted by:

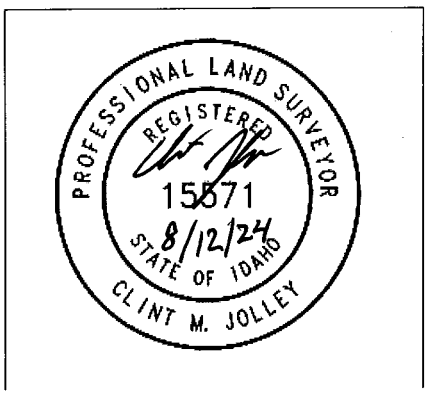
Firm Name: HLE

Contact Name: Clint Jolley

Phone Number: 208-524-0212

Email: clintj@hleinc.com


Overall Document Page Range: 1 of 1



ANNEX ORDINANCE
# _____

# ANNEXATION MAP
# CITY OF IDAHO FALLS

PART OF THE SE 1/4 OF SECTION 1, TOWNSHIP 1 NORTH RANGE 37 E.B.M. AND THE SW 1/4 OF SECTION 6, TOWNSHIP 1 NORTH RANGE 3 E.B.M. BONNEVILLE COUNTY, IDAHO

ORDINANCE RECORDED WITH THE BONNEVILLE COUNTY RECORDERS OFFICE AS INSTRUMENT NO. _____

75 150 300
SCALE: 1" = 150

UNPLATTED

GUSTAFSON CANAL

CITY OF IDAHO FALLS
ANNEXATION ORDINANCE
NO. 2512

NOT ANNEXED

LOT 7

S89°24'19"E
1029.22'

PARK RIDGE ESTATES
DIVISION NO. 1

LOT 8

E 1/4 CORNER SECTION 1
FOUND CP&F
INSTRUMENT NO. 1674055

6 1

S89°24'19"E
30.55'

S0°02'46"E
400.08'

N 0°02'03" W 2658.47'

9.36'
S89°13'57"E

NOT ANNEXED

N38°12'47"E
555.48'

N44°16'22"E
63.51'

N5°44'32"E
112.45'

ANNEXATION
PARCEL
18.587 AC.

1396.49'
N89°19'24"W

LOT 42 LOT 41 LOT 40 LOT 39 LOT 38 LOT 37 LOT 36

CITY OF IDAHO FALLS ANNEXATION ORDINANCE NO. 2512

BLOCK 1
PARK PLACE DIVISION NO. 3

NOT ANNEXED

UNPLATTED

S. 5th W

S0°02'03"E
665.61'

T. 1 N, R37

N0°01'47"W
340.06'

T. 1 N, R38

S89°19'17"E
17.64'

N0°00'46"W
126.74'

CITY OF IDAHO FALLS
ANNEXATION ORDINANCE NO. 2512

90.04'
S89°57'13"W

CITY OF IDAHO FALLS
ANNEXATION ORDINANCE
NO. 3126

SE CORNER SECTION 1
FOUND CP&F
INSTRUMENT NO. 1284103

1 6
12 7

PROFESSIONAL LAND SURVEYOR
REGISTERED
15871
8/12/24
STATE OF IDAHO
CLINT M. JOLLEY

LEGEND

10 SECTION CORNER
P.O.B. POINT OF BEGINNING
ANNEXATION BOUNDARY LINE
SECTION CONTROL LINE


CIVIL & STRUCTURAL ENGINEERING
MATERIALS TESTING & LAND SURVEYING
101 S. Park Avenue, Idaho Falls, ID 83402, (208)524-0212
800 W. Judicial Street, Blackfoot, ID 83221, (208)785-2977
460 Lincoln Street, American Falls, ID 83211, (208)226-5764
heiinc.com


| DRAWN BY | DESIGN BY | CHECK BY |
|---|---|---|
| RLR | | CMJ |

JOB NO: 2024-522

DATE: JULY, 2023

| REVISIONS | DATE |
|---|---|
| | |
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CITY OF IDAHO FALLS ANNEXATION

PART OF SECTION 1, T. 1 N., R 37 E.B.M. BONNEVILLE COUNTY, IDAHO

SHEET NO. 1 OF 1 SHEETS

**REASONED STATEMENT OF RELEVANT CRITERIA AND STANDARDS**

**ANNEXATION OF APPROXIMATELY 18.587 ACRES GENERALLY LOCATED NORTH OF SADIE LANE, EAST OF THE GUSTAFSON LATERAL, SOUTH OF THE COPPER CREEK, WEST OF S 5TH W.**

**WHEREAS,** the applicant filed an application for annexation on May 28, 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 September 12, 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 18.587 acres generally located north of Sadie Lane, east of the Gustafson Lateral, south of the Copper Creek, west of S 5th W.
3. This property is in the Area of Impact and included in the Comprehensive Plan Map.
4. The property is contiguous to City limits along the west and a portion of the south property lines.
5. The annexation was initiated by the property owner.
6. City utilities are in the vicinity of this property.
7. The Comprehensive Plan designates this area as Suburban.
8. Idaho Falls Planning and Zoning Commission recommended approval of annexation.
9. 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

# Memorandum

**File #:** 24-328 **City Council Meeting**

**FROM:** Wade Sanner, Director
**DATE:** Tuesday, September 3, 2024
**DEPARTMENT:** Community Development Services

**Subject**
Legislative Public Hearing-Part 2 of 2 of the Annexation and Initial Zoning of R1, Single Dwelling Residential, Initial Zoning Ordinance and Reasoned Statement of Relevant Criteria and Standards for approximately 18.587 acres, Part of the SE ¼ of Section 1, Township 1 North, Range 37 East and the SW ¼ of Section 6, Township 1 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 R1, Single Dwelling Residential 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 R1, Single Dwelling Residential 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 R1, Single Dwelling Residential which includes the Initial Zoning Ordinance and Reasoned Statement of Relevant Criteria and Standards for approximately 18.587 acres, Part of the SE ¼ of Section 1, Township 1 North, Range 37 East and the SW ¼ of Section 6, Township 1 North, Range 38 East. The Planning and Zoning Commission considered this item at its July 2, 2024, meeting and unanimously voted to recommended approval of the annexation with initial zoning of R1 to the Mayor and City Council as presented.

**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

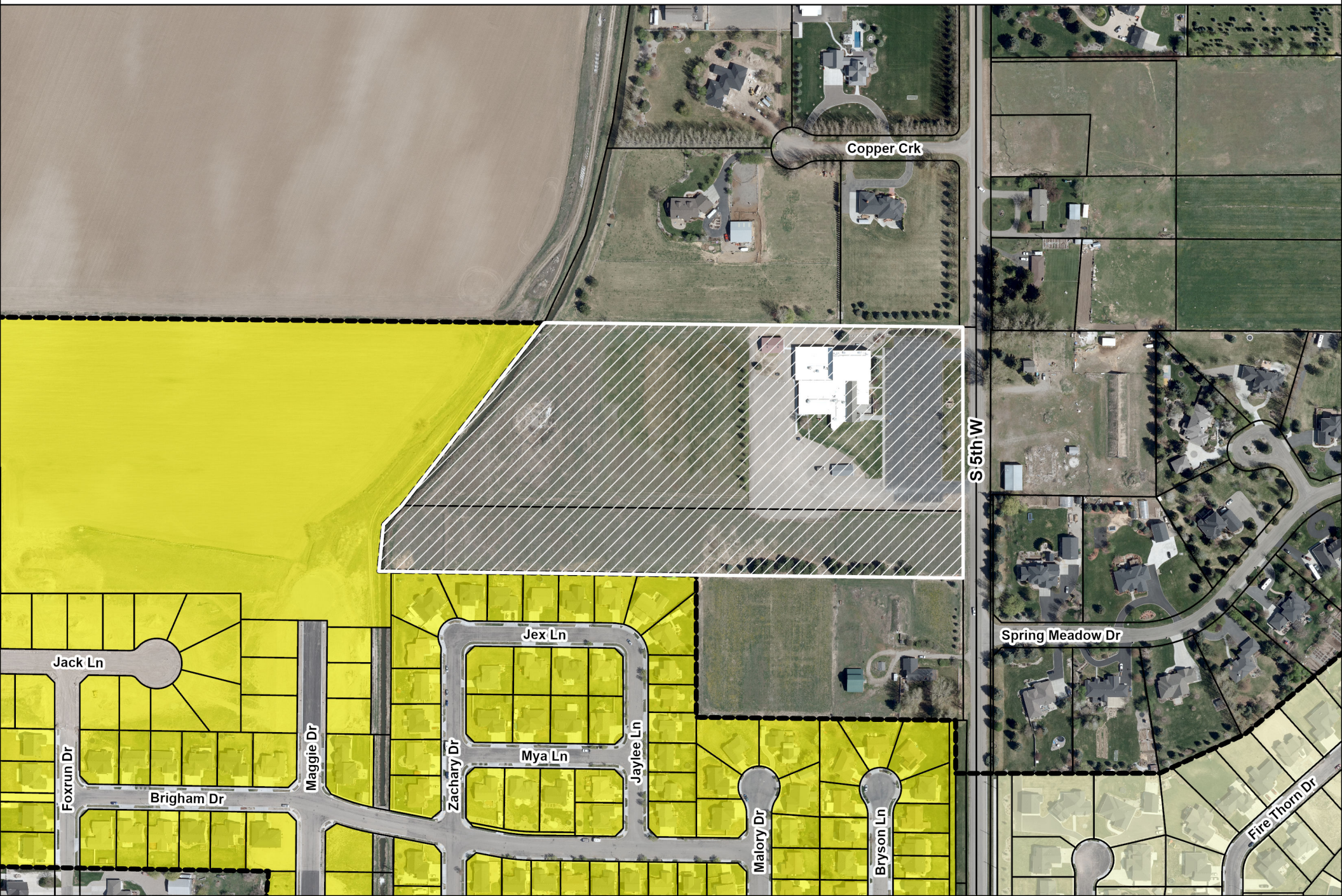
**Legal Review**
These proposed actions have been reviewed by the Legal Department and found to be compliant with applicable State statute.

# Zoning

# ANX24-003 Initial Zoning R1

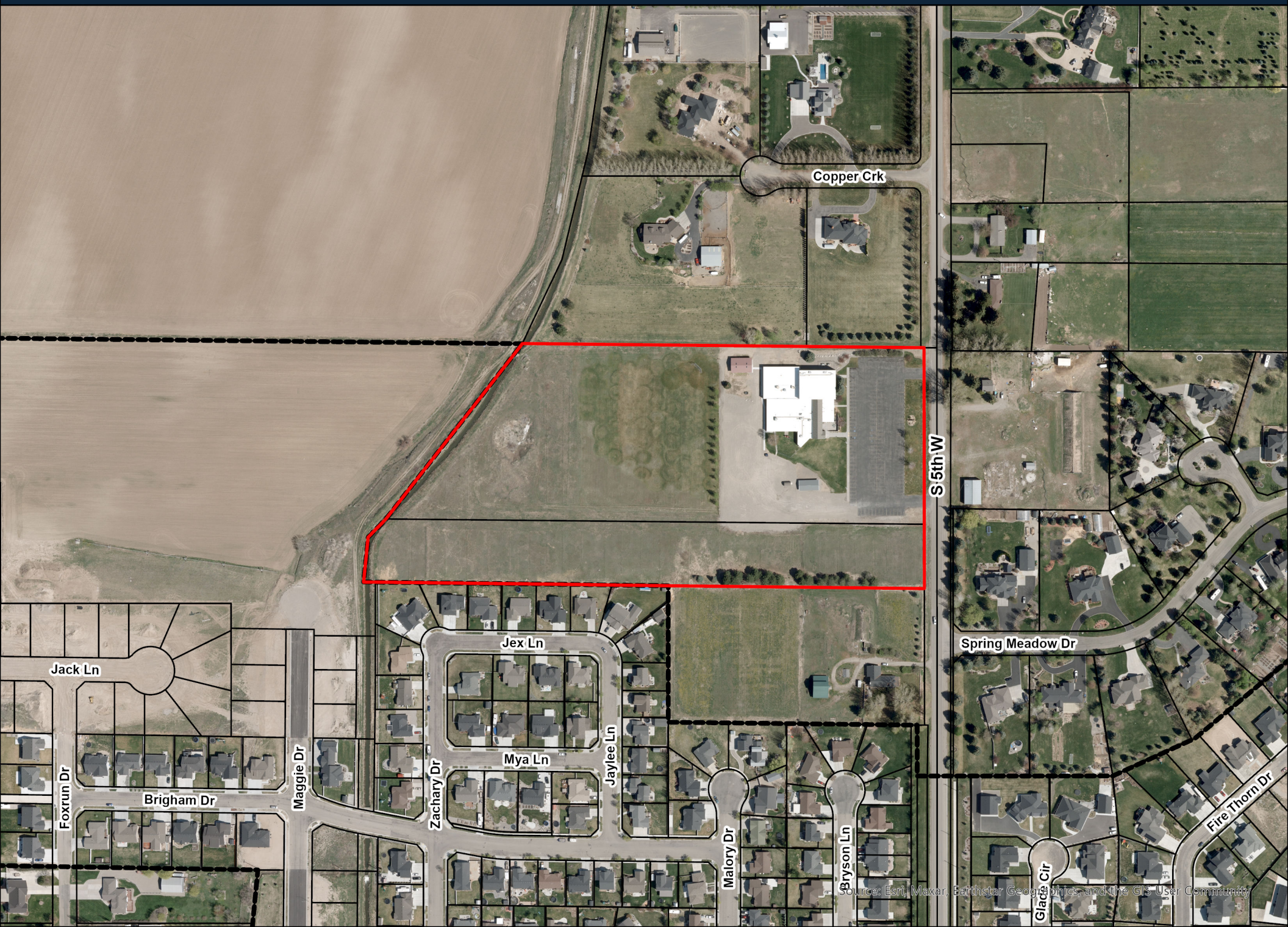
RE R1 TN R3 PB LC R&D I&M

RP R2 RMH R3A CC HC LM P



# Aerial

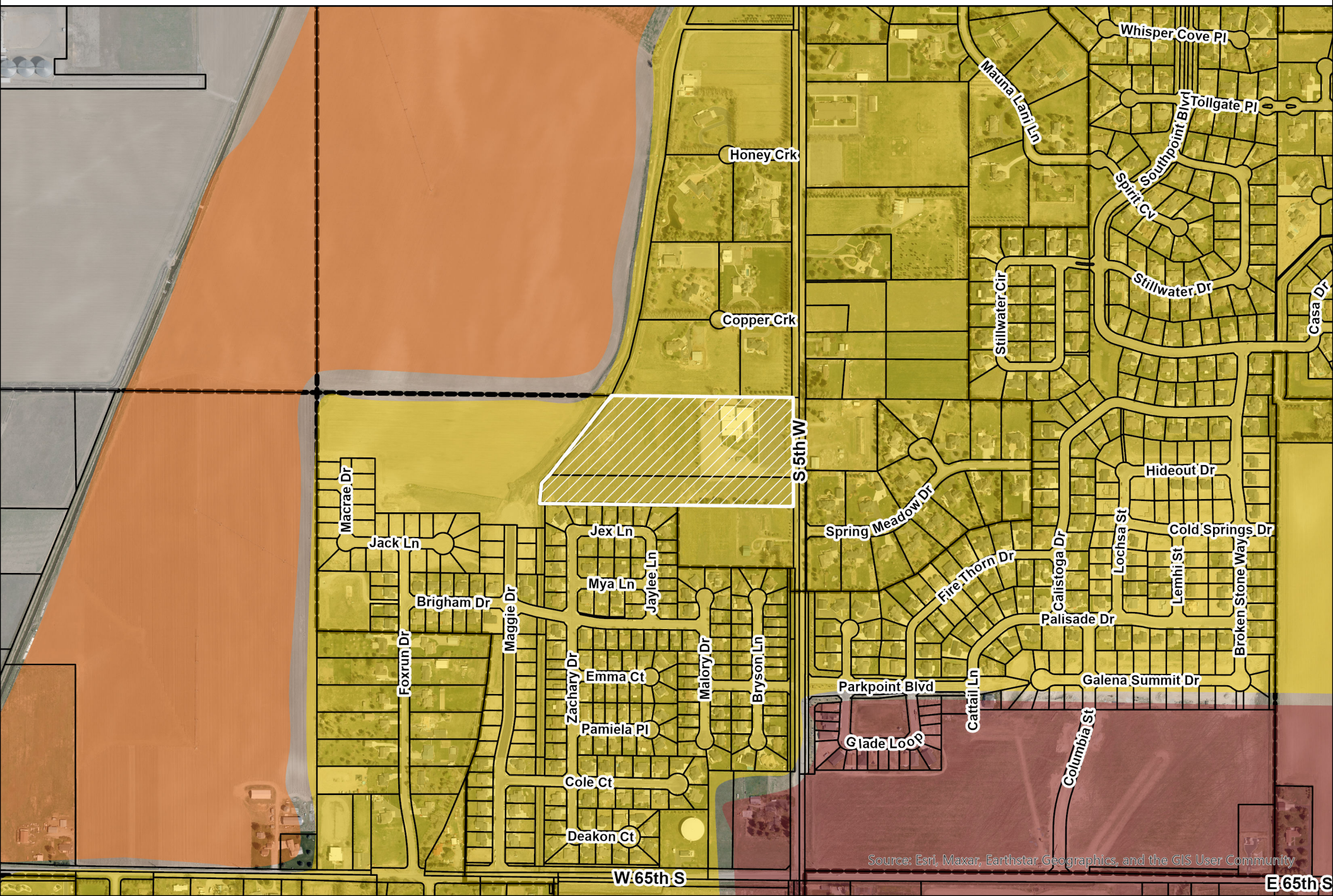
# ANX24-003 Initial Zoning R1



# Comprehensive Plan

# ANX24-003 Initial Zoning R1

General Urban
Industrial
Mixed Use Centers and Corridors
Natural and Open Space
Special Use
Suburban
Urban Core



**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 18.587 ACRES DESCRIBED IN EXHIBIT A OF THIS ORDINANCE AS R1, SINGLE DWELLING RESIDENTIAL ZONE; AND PROVIDING SEVERABILITY, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE.

WHEREAS, the proposed initial zoning district of lands described in Exhibit A is R1 for such annexed lands is consistent with the current City of Idaho Falls Comprehensive Plan Land use designation "Suburban"; 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 "Suburban"; and

WHEREAS, Idaho Falls Planning and Zoning Commission held a duly noticed public hearing on July 2, 2024, and recommended approval of zoning the subject property to R1 Zone; and

WHEREAS, the Council conducted a duly noticed public hearing and passed a motion to approve this zoning on September 12, 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 Suburban.

**SECTION 2:** Legal Description. The lands described in Exhibit A are hereby zoned as R1 Zone.

**SECTION 3.** Zoning. The property described in Section 1 of this Ordinance be and the same hereby is zoned "R1 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 18.587 ACRES DESCRIBED IN EXHIBIT A OF THIS ORDINANCE AS R1, SINGLE DWELLING RESIDENTIAL ZONE; AND PROVIDING SEVERABILITY, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE."

_____

Corrin Wilde, City Clerk

(SEAL)

# Exhibit "A"

LEGAL DESCRIPTION (Page 1 of 1)

PART OF THE SOUTHEAST 1/4 OF SECTION 1, T. 1 N. R. 37 E.B.M. AND THE SOUTHWEST ¼ OF SECTION 6, T. 1 N. R. 38 E.B.M., BONNEVILLE COUNTY, MORE PARTICULARLY IDAHO DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 1; THENCE N 00°02'03" W 2658.47 FEET TO THE EAST 1/4 CORNER OF SAID SECTION 1 AND THE POINT OF BEGINNING; THENCE S 89°24'19" E 30.55 FEET TO A POINT ON THE EXISTING EASTERLY RIGHT-OF-WAY LINE OF 5TH WEST; THENCE ALONG SAID RIGHT-OF-WAY LINE THE FOLLOWING (3) THREE COURSES, (1) THENCE S 00°02'46" E 400.08 FEET; (2) THENCE S 89°13'57" E 9.36 FEET; (3) THENCE S 00°02'03" E 665.61 FEET TO A POINT ON THE BOUNDARY OF CITY OF IDAHO FALLS ANNEXATION ORDINANCE NO. 3126; THENCE S 89°57'13" W 90.04 FEET ALONG SAID CITY OF IDAHO FALLS ANNEXATION ORDINANCE NO. 3126 TO A POINT ON THE BOUNDARY OF CITY OF IDAHO FALLS ANNEXATION ORDINANCE NO. 2512; THENCE N 00°00'46" W 126.74 FEET ALONG SAID CITY OF IDAHO FALLS ANNEXATION ORDINANCE NO. 2512; THENCE S 89°19'17" E 17.64 FEET TO A POINT ON THE EXISTING WESTERLY RIGHT-OF-WAY LINE OF 5TH WEST; THENCE N 00°01'47" W 340.06 FEET ALONG SAID RIGHT-OF-WAY; THENCE N 89°19'24" W 1396.49 FEET, TO A POINT ON THE BOUNDARY OF CITY OF IDAHO FALLS ANNEXATION ORDINANCE NO. 2512; THENCE ALONG THE BOUNDARY OF SAID CITY OF IDAHO FALLS ANNEXATION ORDINANCE NO. THE FOLLOWING THREE (3) COURSES; (1) THENCE N 05°44'32" E 112.45 FEET; (2) THENCE N 44°16'22" E 63.51 FEET; (3) THENCE N 38°12'47" E 555.48 FEET; THENCE S 89°24'19" E 1029.22 FEET TO THE POINT OF BEGINNING.

PARCEL CONTAINS: 18.587 ACRES MORE OR LESS.


Submitted by:

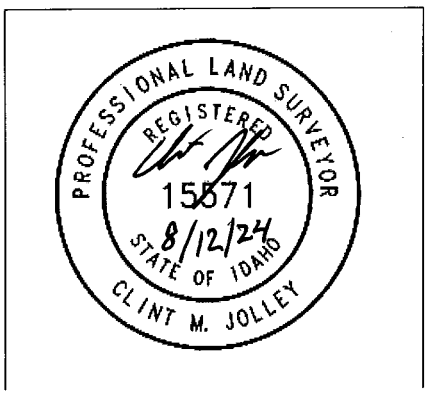
Firm Name: HLE

Contact Name: Clint Jolley

Phone Number: 208-524-0212

Email: clintj@hleinc.com


Overall Document Page Range: 1 of 1



ANNEX ORDINANCE
# _____

# ANNEXATION MAP
# CITY OF IDAHO FALLS

PART OF THE SE 1/4 OF SECTION 1, TOWNSHIP 1 NORTH RANGE 37 E.B.M. AND THE SW 1/4 OF SECTION 6, TOWNSHIP 1 NORTH RANGE 3 E.B.M. BONNEVILLE COUNTY, IDAHO

ORDINANCE RECORDED WITH THE BONNEVILLE COUNTY RECORDERS OFFICE AS INSTRUMENT NO. _____

75 150 300
SCALE: 1" = 150

UNPLATTED

GUSTAFSON CANAL

CITY OF IDAHO FALLS
ANNEXATION ORDINANCE
NO. 2512

NOT ANNEXED

LOT 7

S89°24'19"E
1029.22'

PARK RIDGE ESTATES
DIVISION NO. 1

LOT 8

E 1/4 CORNER SECTION 1
FOUND CP&F
INSTRUMENT NO. 1674055

6 1

S89°24'19"E
30.55'

S0°02'46"E
400.08'

N 0°02'03" W 2658.47'

9.36'
S89°13'57"E

NOT ANNEXED

N38°12'47"E
555.48'

N44°16'22"E
63.51'

N5°44'32"E
112.45'

ANNEXATION
PARCEL
18.587 AC.

1396.49'
N89°19'24"W

LOT 42 LOT 41 LOT 40 LOT 39 LOT 38 LOT 37 LOT 36

CITY OF IDAHO FALLS ANNEXATION ORDINANCE NO. 2512

BLOCK 1
PARK PLACE DIVISION NO. 3

NOT ANNEXED

UNPLATTED

S. 5th W

S0°02'03"E
665.61'

T. 1 N, R37

N0°01'47"W
340.06'

T. 1 N, R38

S89°19'17"E
17.64'

N0°00'46"W
126.74'

CITY OF IDAHO FALLS
ANNEXATION ORDINANCE NO. 2512

90.04'
S89°57'13"W

CITY OF IDAHO FALLS
ANNEXATION ORDINANCE
NO. 3126

SE CORNER SECTION 1
FOUND CP&F
INSTRUMENT NO. 1284103

1 6
12 7

PROFESSIONAL LAND SURVEYOR
REGISTERED
15871
8/12/24
STATE OF IDAHO
CLINT M. JOLLEY

LEGEND

10 SECTION CORNER
P.O.B. POINT OF BEGINNING
ANNEXATION BOUNDARY LINE
SECTION CONTROL LINE


CIVIL & STRUCTURAL ENGINEERING
MATERIALS TESTING & LAND SURVEYING
101 S. Park Avenue, Idaho Falls, ID 83402, (208)524-0212
800 W. Judicial Street, Blackfoot, ID 83221, (208)785-2977
460 Lincoln Street, American Falls, ID 83211, (208)226-5764
heiinc.com


| DRAWN BY | DESIGN BY | CHECK BY |
|---|---|---|
| RLR | | CMJ |

JOB NO: 2024-522

DATE: JULY, 2023

| REVISIONS | DATE |
|---|---|
| | |
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| | |

CITY OF IDAHO FALLS ANNEXATION

PART OF SECTION 1, T. 1 N., R 37 E.B.M. BONNEVILLE COUNTY, IDAHO

SHEET NO. 1 OF 1 SHEETS

**REASONED STATEMENT OF RELEVANT CRITERIA AND STANDARDS**

**INITIAL ZONING OF R1, SINGLE DWELLING RESIDENTIAL, APPROXIMATELY 18.587 ACRES, GENERALLY LOCATED NORTH OF SADIE LANE, EAST OF THE GUSTAFSON LATERAL, SOUTH OF THE COPPER CREEK, WEST OF S 5TH W.**

**WHEREAS,** the applicant filed an application for annexation on May 28, 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 September 12, 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 18.587 acres generally located north of Sadie Lane, east of the Gustafson Lateral, south of the Copper Creek, west of S 5th W.
3. The Comprehensive Plan designates this area as Suburban.
4. The proposed zoning consists of 18.587 acres of R1 Zone. The proposed zones are consistent with the policies of the Comprehensive Plan and existing zoning and land uses in the area.
5. Idaho Falls Planning and Zoning Commission recommended approval of the R1 Zone.

## 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 #:** 24-329 **City Council Meeting**

**FROM:** Wade Sanner, Director
**DATE:** Tuesday, September 3, 2024
**DEPARTMENT:** Community Development Services

**Subject**
Quasi-judicial Public Hearing-Rezone from LC, Limited Commercial to HC, Highway Commercial, Zoning Ordinance and Reasoned Statement of Relevant Criteria and Standards of approximately 0.415 acres of the South 18,124 Square Feet of Lot 2, Block 2, Old Fashioned Way, Division 1.

**Council Action Desired**
☒ Ordinance ☐ Resolution ☒ Public Hearing
☐ Other Action (Approval, Authorization, Ratification, etc.)
1. Approve the Ordinance Rezoning approximately 0.415 acres of the South 18,124 Square Feet of Lot 2, Block 2, Old Fashioned Way, Division 1 from LC, Limited Commercial to HC, Highway Commercial, under a suspension of the rules requiring three complete and separate readings and 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 Rezone from LC to HC and give authorization for the Mayor and City Clerk to execute the necessary documents (or take other action deemed appropriate).

**Description, Background Information & Purpose**
Attached is the application for Rezoning from LC to HC, Zoning Ordinance, and Reasoned Statement of Relevant Criteria and Standards for approximately 0.415 acres of the South 18,124 Square Feet of Lot 2, Block 2, Old Fashioned Way, Division 1. The Planning and Zoning Commission considered this item at its August 6, 2024, meeting and unanimously voted to recommend approval of the zone change from LC to HC to the Mayor and City Council as presented.

**Alignment with City & Department Planning Objectives**



☐ ☒ ☒ ☐ ☒ ☐ ☒ ☐

The rationale for rezoning must be consistent with the principles of the Comprehensive Plan, which includes policies and goals related to Good Governance, Growth, Sustainability, and Livable Communities.

**Interdepartmental Coordination**
N/A

**Fiscal Impact**
N/A

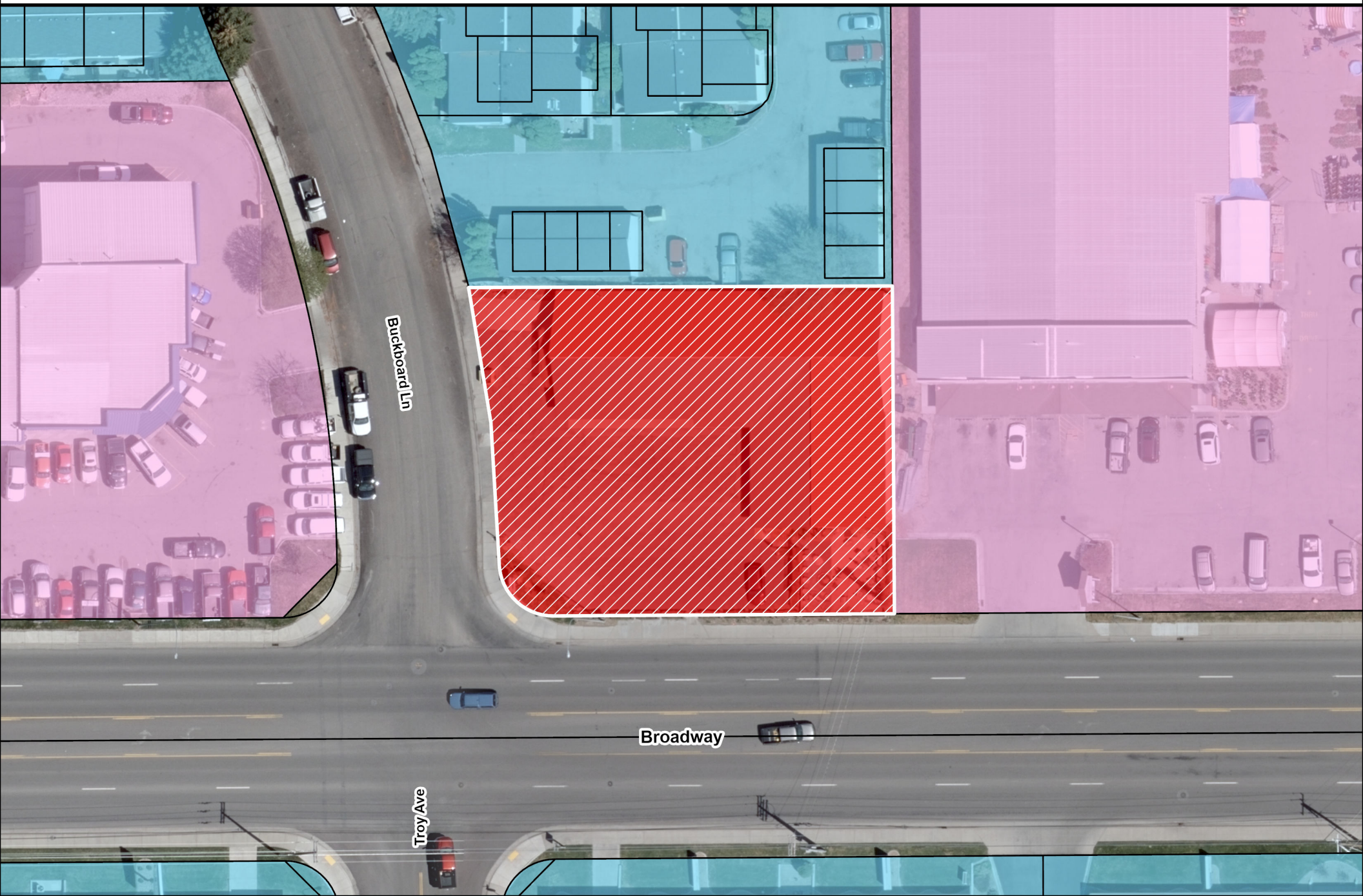
**Legal Review**
The application and ordinance have been reviewed by the Legal Department pursuant to applicable law.

# Zoning

RZN24-007 LC to HC

RE RP R1 R2 TN RMH R3 R3A PB CC LC HC R&D LM I&M P

N



# Aerial

RZN24-007 LC to HC

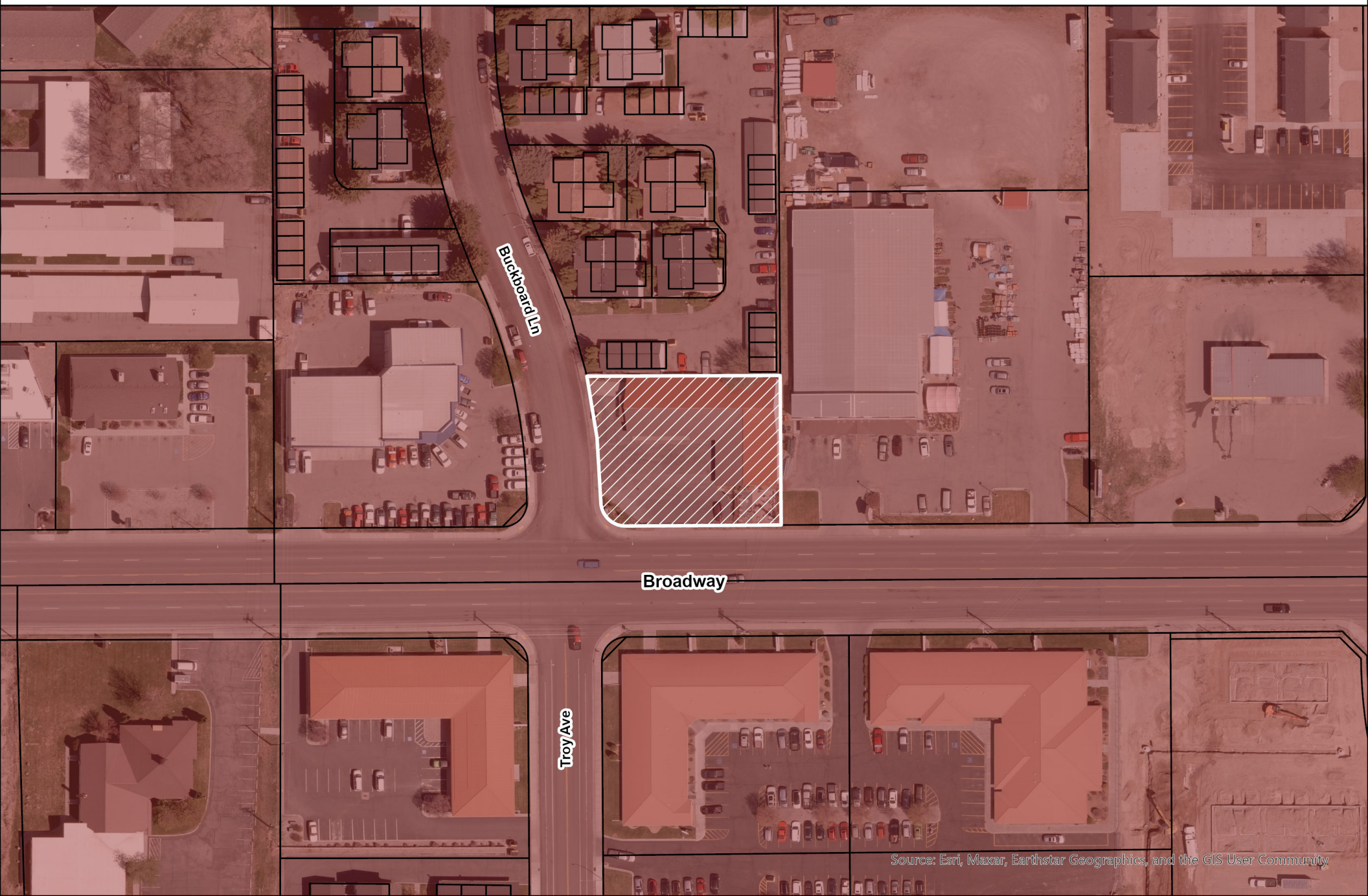


# Comprehensive Plan

RZN24-007 LC to HC

General Urban
Industrial
Mixed Use Centers and Corridors
Natural and Open Space
Special Use
Suburban
Urban Core

N



STAFF REPORT

**Rezone from LC, Limited Commercial to HC, Highway Commercial**
**South 18,124 Square Feet of Lot 2, Block 2, of Old Fashioned Way Division 1**
**September 12, 2024**

IDAHO FALLS
Community Development Services

**Applicant:** Adam Petersen

**Owner:** Carrie Royce

**Project Manager:** Naysha Foster

**Location:** Generally located north of W Broadway, east of Buckboard Ln, south of Trivet Dr, west of Coachman Dr.

**Size:** Approximately 0.415 acres

**Existing Zoning:**
Site: LC
North: R3A
South: R3A
East: HC
West: HC

**Existing Land Uses:**
Site: Commercial
North: Residential
South: Commercial
East: Commercial
West: Commercial

**Future Land Use Map:**
Mixed Use Centers and Corridors

**Attachments:**
1. Zoning Ordinance Information
2. Comprehensive Plan Policies
3. Maps and aerial photos

**Requested Action:** To approve the rezone from LC, Limited Commercial to HC, Highway Commercial.

**History:** This property was annexed into the City and platted in 1977. The property was zoned LC in 2012 and has not changed since. In 2019 the Limited Development Airport Overlay Zone was added to this area. The lot was developed for a commercial use in 1988.

**Staff Comments:** The applicant applied for the rezone on June 13, 2024. A neighborhood meeting was held according to the Zoning ordinance. The property is currently zoned LC with the Limited Development Airport Overlay Zone. There will be no change to the Airport overlay zone, nor will it effect the use of this property. HC zone is on both the east and west property lines. The LC zone limits the type of commercial uses for the property. HC zoning is primarily seen along Broadway as it a major arterial. There are more options for commercial uses in the HC Zone.

The Comprehensive Plan designates this area as Mixed Use Centers and Corridors, which denotes areas where people tend to shop, eat and gather. These areas include all housing types but generally at a more intense scale than other areas. These areas include mixed-use buildings, recreation centers and commercial uses. The requested HC Zone is consistent with the Mixed Use Centers and Corridors designation within the Comprehensive Plan.

**Staff Recommendation:** Staff has reviewed the application and finds the request consistent with the Comprehensive Plan and the surrounding zoning of the area. Staff and the Planning and Zoning Commission recommend approval of the rezone from LC to HC.

**Rezoning Considerations:** Because the comprehensive plan provides only general guidance for zoning decisions, the Planning Commission shall also take the following considerations into account:

| **Criteria for Rezoning Section 11-6- 5(I) of Ordinance** | **Staff Comment** |
|---|---|
| The Zoning is consistent with the principles of City's adopted Comprehensive Plan, as required by Idaho Code. | The HC zone is consistent with the Mixed Use Centers and Corridors transect in the City's adopted Comprehensive Plan. |
| The potential for traffic congestion as a result of development or changing land use in the area and need that may be created for wider streets, additional turning lanes and signals, and other transportation improvements | The HC zone and location of this property will not produce more traffic than the previous uses. Broadway is a major arterial and is designed to handle heavy traffic. |
| The potential for exceeding the capacity of existing public services, including, but not limited to: schools, public safety services, emergency medical services, solid waste collection and disposal, water and sewer services, other public utilities, and parks and recreational services | The HC zone will not create a larger impact on public services than the existing as the development of the property already exists as a commercial use. |
| The potential for nuisances or health and safety hazards that could have an adverse effect on adjoining properties | There are no foreseen nuisance or health and safety hazards. |
| Recent changes in land use on adjoining parcels or in the neighborhood of the proposed zoning map amendment | No recent changes have occurred. |
| **Zoning Application Questions:** | **Applicant's Response:** |
| Explain how the proposed change is in accordance with the City of Idaho Falls Comprehensive Plan. | In accordance with the neighbors on each side being zoned HC we seek zone change to stay consistent with that. This will allow more flexibility in future business decisions. |
| What changes have occurred in the area to justify the request for rezone? | The neighbor to the east and to the west are both zoned HC, we seek consistency. |
| Are there existing land uses in the area similar to the proposed use? | Yes. |
| Is the site large enough to accommodate required access, parking, landscaping, etc. for the proposed use? | Yes. |

**Transportation Plan:** Broadway is classified as a major arterial.

**Zoning Ordinance:**
**11-3-5: PURPOSE OF COMMERCIAL ZONES**

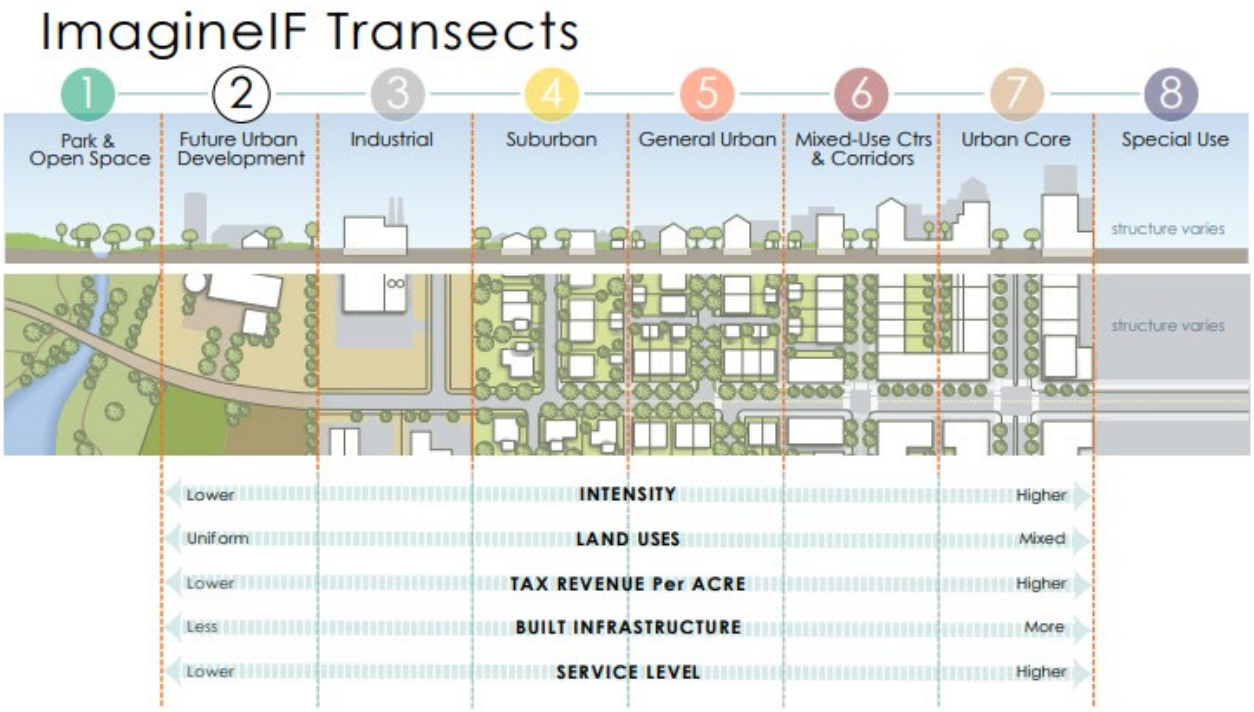
HC Highway and General Commercial Zone. This zone provides a commercial zone for retail and service uses serving the traveling public. Characteristics of the Zone are buildings set back from the right-of-way line to promote safety on the highway and maintain maximum use of highway right-of way for travel purposes, and a wide variety of architectural forms and shapes. This Zone should be located at specific locations along highways leading into the City.

**Table 11-3-5: Dimensional Standards for Commercial Zones**

| | CC | PB | LC | HC |
|---|---|---|---|---|
| Site width at front setback - Minimum in ft. | | 50 | * | |
| **Setbacks – Minimum in ft.** | | | | |
| Front | | 20 | 20* | 20 |
| Side | | | * | |
| Rear | | | * | |
| Landscape buffer contiguous to street* in ft. | 7* | 15 | 20* | 20* |
| Landscape buffer contiguous to a residential Zones* in ft. | 10 | 10 | 20/10 | 30/10 |
| Building height – Maximum in ft. | | * | * | |
| Lot Coverage- Maximum in % | | 80 | 80 | |
| *See explanations, exceptions and qualifications that follow in Section 11-3-6A (1-3) of this Zoning Code. | | | | |

(Ord. 3233, 12-20-18) (Ord. 3277, 10-10-19)

**Comprehensive Plan Policies:**







6. **Mixed-Use Centers & Corridors**

Snapshot: The Mixed-Use Centers and Corridors Transect denotes areas where people tend to shop, eat and gather. These areas include all housing types but generally at a more intense scale than other areas. These areas also include mixed-use buildings, recreation centers and commercial uses. Mixed-Use Centers and corridors may vary in scale from large, regional commercial centers with supportive housing to smaller commercial pockets called walkable centers that support a well-connected, walkable neighborhood.

Local examples: Northgate Mile and 1st Street corridors, Intersection of 65th South and 5th West, Intersection of Skyline and Broadway, Snake River Landing

## 11-2-4: ALLOWED USES IN COMMERCIAL ZONES.

### Table 11-2-2: Allowed Uses in Commercial 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.

| | Commercial | | | | |
|---|---|---|---|---|---|
| **Proposed Land Use Classification** | **PB** | **CC** | **LC** | **HC** | **PT** |
| Accessory Use | P | P | P | P | P |
| Accessory Use, Fuel Station* | | P | P | P | |
| Accessory Use, Storage Yard* | | P | P | P | |
| Amusement Center, Indoor | | P | P | P | |
| Amusement Center, Indoor Shooting Range* | | P | P | P | |
| Amusement Center, Outdoor* | | | | P | |
| Animal Care Clinic* | P | P | P | P | |
| Animal Care Facility* | | | | P | |
| Bed and Breakfast* | | P | P | | P |
| Boarding /Rooming House | | P | P | | P |
| Building Material, Garden and Farm Supplies | | | P | P | |
| Cemetery* | | $C_2$ | $C_2$ | $C_2$ | |
| Club* | | P | P | P | |
| Communication Facility | | P | P | P | |
| Day Care, all Types* | P | P | P | P | P |
| Drinking Establishment | | P | | P | |
| Drive-through Establishment * | P* | P | P | P | P |
| Dwelling, Accessory Unit * | | P | P | P | P |
| Dwelling, Multi-Unit* | | P | P | | P |
| Dwelling, Multi-Unit Attached* | | P | P | | P |
| Dwelling, Single Unit Atached* | | | P | | |
| Dwelling, Single Unit Detached | | | P | | |
| Dwelling, Two Unit | | | P | | P |
| Eating Establishment | | P | P | P | P |
| Eating Establishment, Limited | P | P | P | P | P |

| Proposed Land Use Classification | PB | CC | LC | HC | PT |
|---|---|---|---|---|---|
| Financial Institutions | P | P | P | P | P |
| Entertainment and Cultural Facilities | P | P | P | P | P |
| Equipment Sales, Rental and Services | | | P | P | |
| Food Processing, Small Scale | | | | P | |
| Food Store | | P | P | P | P |
| Health Care and Social Services | P | P | P | P | P |
| Higher Education Center | | P | P | P | P |
| Home Occupation* | P | P | P | P | P |
| Hospital* | $C_2$ | $C_2$ | $C_2$ | $C_2$ | $C_2$ |
| Industry, Craftsman | P | P | P | P | |
| Industry, Light | | P | | P | |
| Information Technology | P | P | P | P | P |
| Laundry and Dry Cleaning | | P | | | P |
| Live-Work* | $C_2$ | P | P | P | P |
| Lodging Facility | | P | P | P | P |
| Mortuary | | | | P | P |
| Parking Facility | | P | P | P | P |
| Pawn Shop | | P | | | |
| Personal Service | P | P | P | P | P |
| Professional Service | P | P | P | P | P |
| Planned Unit Development* | | $C_3$ | $C_3$ | | $C_3$ |
| Public Service Facility* | $C_2$ | $C_2$ | $C_2$ | $C_2$ | $C_2$ |
| Public Service Facility, Limited | P | P | P | P | P |
| Public Service Use | P | P | P | P | P |
| Recreation Vehicle Park* | | | | P | |
| Religious Institution* | | P | P | P | P |
| Residential Care Facility | P | P | P | P | P |
| Retail | | P | P | P | P |
| School | | P | P | P | P |
| Short Term Rental* | | P | P | | P |
| Fuel Station | | P | P | P | |
| Fuel Station, Super | | $C_2$ | P | P | |
| Storage Facility, Indoor | | P | P | P | P |
| Storage Facility, Outdoor | | | | P | |
| Storage Yard* | | | | P | |
| Transit Station | | P | P | P | P |
| Vehicle Body Shop | | | | P | |
| Vehicle Repair and Service | | P | P | P | |
| Vehicle Sales, Rental and Service | | P | | P | |
| Vehicle Washing Facility | | $C_2$ | $C_2$ | P | |

August 6, 2024 7:00 p.m. Planning Department

City Annex Council Chambers

**MEMBERS PRESENT:** Commissioners Glen Ogden, Bill Scott, Dale Storer, Forrest Ihler.

**MEMBERS ABSENT:** Marsha McDaniel, Arnold Cantu

**ALSO PRESENT:** Assistant Planning Director Kerry Beutler, David Peterson Planner, Naysha Foster Planner, Brian Stevens 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 July 2, 2024, Ihler seconded the motion. The motion passed unanimously.**

**Public Hearing:**

**2. RZN 24-007: REZONE FROM LC TO HC for South 18,124 Square Feet of Lot 2, Block 2, Old Fashioned Way Division No. 1.**

Ogden opened the public hearing.

**Applicant: Adam Peterson, Skyline Animal Hospital**. Peterson is looking to buy the property and wanting to make it a veterinary hospital. The zoning change would be necessary if they wanted opportunities for vet related services like doggy daycare.

Foster presented the staff report, a part of the record.

**No one appeared in Support/Opposition.**

Ogden closed the public hearing.

Storer feels it is straight forward and the area is consistent with the request.

Ihler likes that this is making the area consistent.

**Scott moved to recommend to the Mayor and City Council approval of the rezone from LC to HC for the south 18,124 square feet of Lot 2, Block 2, Old Fashioned Way Division No. 1. Storer seconded the motion. Ogden called for roll call vote: Storer, yes; Scott, yes; Ihler, yes; Ogden, yes. The motion passed unanimously.**

**ORDINANCE NO._____**

AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO; PROVIDING FOR THE REZONING O F A P P R O X I M A T E L Y 0.415 ACRES AS DESCRIBED IN SECTION 1 OF THIS ORDINANCE FROM LC, LIMITED COMMERCIAL TO HC, HIGHWAY COMMERCIAL; AND PROVIDING SEVERABILITY, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE.

WHEREAS, the proposed zoning district of lands described in Section 1 is HC Zone for such annexed lands and such zoning is consistent with the current City of Idaho Falls Comprehensive Plan Land use designation Mixed Use Centers and Corridors; and

WHEREAS, the proposed zoning district is consistent and compatible with the existing and surrounding zoning districts and is consistent with the City of Idaho Falls Comprehensive Plan; and

WHEREAS, Idaho Falls Planning and Zoning Commission held a duly noticed public hearing on August 6, 2024, and recommended approval of zoning the subject property to HC Zone; and

WHEREAS, the Idaho Falls City Council conducted a duly noticed public hearing and passed a motion to approve this zoning on September 12, 2024.

NOW THEREFORE, BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF IDAHO FALLS, IDAHO, AS FOLLOWS:

**SECTION 1:** LEGAL DESCRIPTION:

This ordinance shall apply to the following described lands in Idaho Falls, Idaho, Bonneville County, to-wit:

Approximately 0.415 acres of the south 18,124 square feet of Lot 2, Block 2, of Old Fashioned Way Subdivision.

**SECTION 2.** Zoning. That the property described in Section 1 of this Ordinance be and the same hereby is zoned “HC 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 3.** 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 4.** 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 5.** 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 REZONING OF APPROXIMATELY 0.415 ACRES AS DESCRIBED IN SECTION 1 OF THIS ORDINANCE FROM LC, LIMITED COMMERCIAL TO HC, HIGHWAY COMMERCIAL; AND PROVIDING SEVERABILITY, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE."

_____
Corrin Wilde, City Clerk

**REASONED STATEMENT OF RELEVANT CRITERIA AND STANDARDS**

**ZONE CHANGE FROM LC, LIMITED COMMERCIAL TO HC, HIGHWAY COMMERCIAL, GENERALLY LOCATED NORTH OF W BROADWAY STREET, EAST OF BUCKWOOD LANE, SOUTH OF TRIVET DRIVE, WEST OF COACHMAN DRIVE.**

**WHEREAS,** the applicant filed an application for a rezone on June 13, 2024; and

**WHEREAS,** this matter came before the Idaho Falls Planning and Zoning Commission during a duly noticed public hearing on August 6, 2024; and

**WHEREAS,** this matter came before the Idaho Falls City Council during a duly noticed public hearing on September 12, 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, the Local Land Use Planning Act, and other applicable development regulations.
2. The property is approximately 0.415 acres generally located north of W Broadway St, east of the Buckwood Lane, south of Trivet Dr, west of Coachman Dr.
3. The Comprehensive Plan designates this area as Mixed Use Centers and Corridors.
4. The proposed zoning of HC is consistent with the Comprehensive Plan map, and policies and existing zoning and land uses in the area.
5. Idaho Falls Planning and Zoning Commission recommended approval of zoning of the property to HC, Highway Commercial.

## II. DECISION

Based on the above Reasoned Statement of Relevant Criteria, the City Council of the City of Idaho Falls approved the change of zoning as presented.

PASSED BY CITY COUNCIL OF THE CITY OF IDAHO FALLS

THIS _____ DAY OF _____, 2024

_____

Rebecca L. Noah Casper - Mayor

2295 N Yellowstone Hwy STE #6
Idaho Falls, Idaho 83401
(208) 881-0081

February 27, 2023
Re: Rezone Application

Dear Property Owner,

The purpose of this letter is to inform you of a property within 300' of your property that is in the planning stages of development. The property is generally located East of Bellin road and North of Interstate 15. We have included a map highlighting the property in question. The property is 7 acres and the proposed rezone is from R3 (Multiple Dwelling Residential) to LC (Limited Commercial).

We would like to invite you to attend a Neighborhood Information Meeting to provide you an opportunity to become aware of the rezone intentions as well as to give you an opportunity to voice any questions or concerns you may have and to become better informed regarding the proposed rezone.

The Neighborhood Information Meeting will be held on Tuesday, March 12th, 2024, at Connect Engineering's Idaho Falls office, located at 2295 N Yellowstone Hwy Suite #6. This meeting will be held from 5:00 PM to 6:00 PM and will be led by Travis Payne. Please notify us via email at admin.eng@connectengr.com if you plan on attending to make sure we can accommodate everyone who wants to attend.

Respectfully,

The Connect Engineering Team

Travis Payne
2295 N Yellowstone Hwy STE #6
Idaho Falls, ID 83401
tpayne@connectengr.com
(208) 881-0081

CONNECT ENGINEERING
**208-881-0081**
2295 N Yellowstone Hwy Unit 6
Idaho Falls, ID 83401

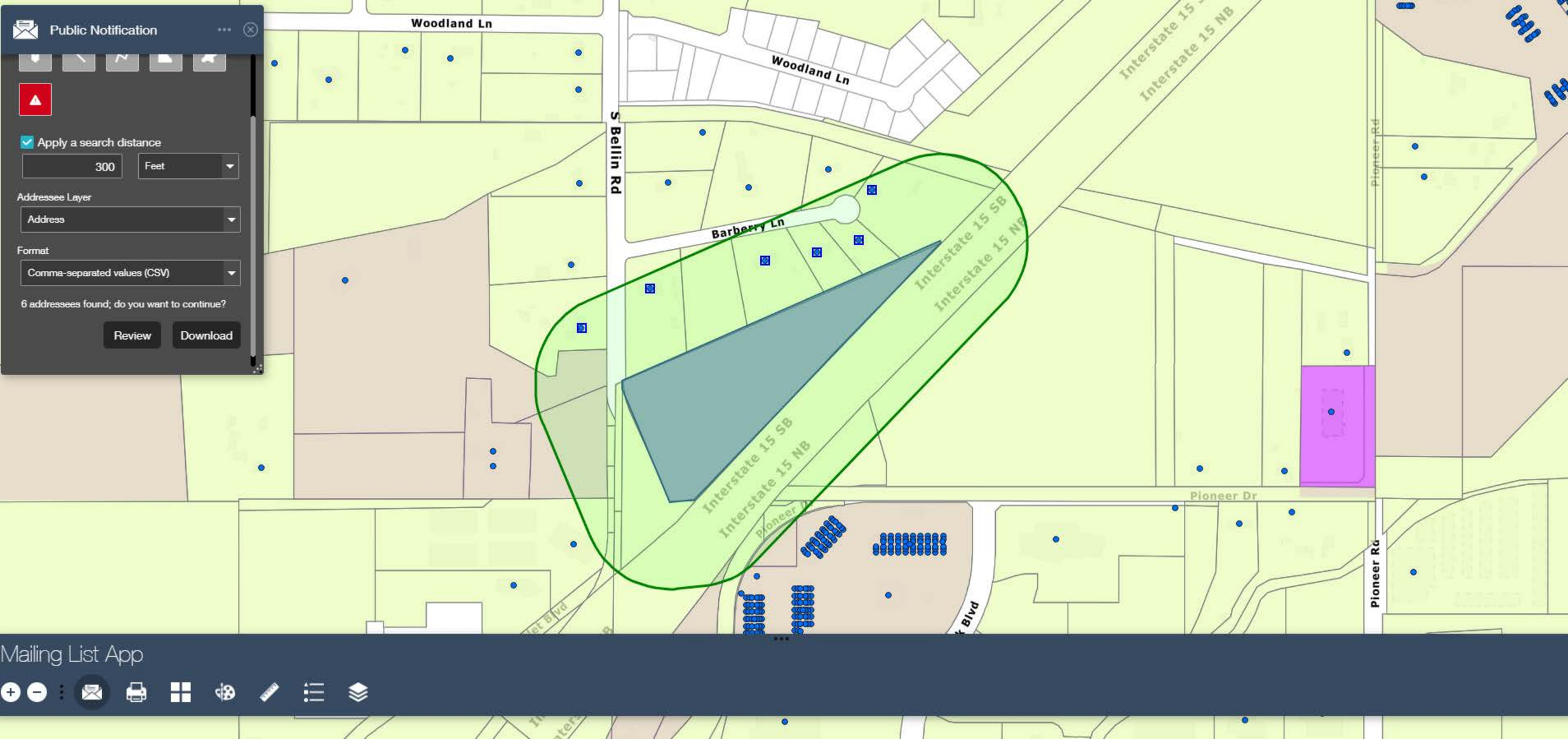
| PROJECT NAME: BELLIN PROPERTY REZONE | PROJECT NUMBER: 2022-022 |
|---|---|
| SUBJECT: NEIGHBORHOOD MEETING NOTES | DATE: 03/13/2024 |

Neighborhood Meeting Conducted at 5 pm to 6 pm on March 12th at 2295 N Yellowstone Hwy Suite 6 Idaho Falls, ID 83406.

Property for the proposed rezone is shown on screen and purpose of the meeting is explained to all in attendance as an opportunity to express concerns to the owner about the potential rezone. No specifics of the owner's intent or project were discussed in detail or confirmed. All allowed uses in the LC zone should be considered. The property is currently zoned R3.

Here is the summary of the major concerns expressed by the neighbors, and the responses where possible by Connect Engineering (shown in red):

- Will the Canal and Irrigation water on the property be maintained? – Their irrigation water will need to be maintained, and most likely the ditch will not be adjusted at all.
- Will the neighbors bordering the county be forced to annex into the city with this rezone? – The property for the rezone is already in the city. We cannot say what the city intends to do in the future, but this rezone will not affect the city's ability to annex this portion of the county one way or the other.
- What will they be building? Is there a time when the plans are revealed? – We cannot confirm what will be built, and if the rezone goes through there is no public hearing for the site plan, though the site plan is publicly available. All available uses in the zone should be considered.
- Can we suggest a fence be built between the property and the residence to the North? – City code does not require a fence, the canal does provide a natural buffer between the residential and commercial, and by State Law the owner needs to provide an additional 16' of flat area adjacent to the canal for canal company access. Also, a reduced landscape buffer is available if the owner elects to include a fence.
- Light and Sound Pollution- We will notify the owner of these concerns.
- The Neighbors are concerned about Privacy and security - We will notify the owner of these concerns.
- Will the Traffic by increased? There is a Bridge further North on Bellin drive that needs to be widened for heavy traffic. – Traffic will increase, we will be responsible for public improvements on Bellin along our frontage, but we cannot speak to offsite improvements. We encourage the neighbors to approach the city in the public hearing to discuss these concerns.
- When will the public hearing occur? – May 07th , the neighborhood will receive a notification from the city when the rezone is set for a public hearing.
- What about the existing wildlife? Trees? – The city has requirements for a certain number of trees in the landscaping. Any development will remove existing wildlife with or without the rezone.
- The height of the building – The city requires that after a certain height the building needs to be further offset from the property line. The property is already zoned to have 3 story buildings, and this rezone will not change the maximum building height requirements.


Public Notification
Apply a search distance
300
Feet
Addressee Layer
Address
Format
Comma-separated values (CSV)
6 addressees found; do you want to continue?
Review
Download
Woodland Ln
Woodland Ln
S Bellin Rd
Barberry Ln
Interstate 15 SB
Interstate 15 NB
Interstate 15 SB
Interstate 15 NB
Pioneer Dr
Pioneer Dr
Pioneer Rd
Pioneer Rd
Mailing List App

| Owner | Additional Owner | Mailing Address | Mailing City Mailing State Mailing Zip Code |
|---|---|---|---|
| BONNEVILLE COUNTY | | 605 N CAPITAL AVE | IDAHO FALLS, ID 83402 |
| BOSS FUNDING LLC | | PO BOX 50763 | IDAHO FALLS, ID 83405-0763 |
| CITY OF I F | | PO BOX 50220 | IDAHO FALLS, ID 83405-0220 |
| CROMWELL ROBERT J | | 2720 S BELLIN RD | IDAHO FALLS, ID 83402 |
| DAX PROPERTIES LLC | | 515 E ANDERSON ST | IDAHO FALLS, ID 83401 |
| EAST IWS LLC | | 2165 OVERLAND AVE | BURLEY, ID 83318 |
| EDSON FAMILY LAND TRUST | | 5885 E 65TH N | IDAHO FALLS, ID 83401 |
| FURLONG NEVADA TRUST | | 2575 W BARBERRY LN | IDAHO FALLS, ID 83402 |
| HASTINGS MATTHEW TYLER | MCKENZIE MIARA | 2467 W BARBERRY LN | IDAHO FALLS, ID 83402 |
| JENNINGS JERRY E | JENNINGS PATTI J | 2470 W BARBERRY LN | IDAHO FALLS, ID 83402 |
| JHJCC LLC | | PO BOX 1821 | IDAHO FALLS, ID 83403-1821 |
| LANSDALE NOLAN NIGEL | | 2184 CHANNING WAY PMB 527 | IDAHO FALLS, ID 83404 |
| MMS VENTURES | | PO BOX 1821 | IDAHO FALLS, ID 83403-1821 |
| MOTES JOEL L | MOTES BECKY JO | 2504 W BROADWAY ST | IDAHO FALLS, ID 83401 |
| NEW SWEDEN IRRIGATION DISTRICT | | 2350 W 17TH S | IDAHO FALLS, ID 83402 |
| O'RYAN ALBERT L | O'RYAN CHARM M | 2514 W BARBERRY LN | IDAHO FALLS, ID 83402 |
| PIONEER APARTMENTS LLC | | 713 DRAPER HEIGHTS WAY | DRAPER, UT 84020 |
| ROUNDY VIRGINIA J | ROUNDY GLORIA | 2503 W BARBERRY LN | IDAHO FALLS, ID 83402 |
| SLS1 LLLP | | PO BOX 1896 | IDAHO FALLS, ID 83403 |
| STATE OF IDAHO | | PO BOX 879 | BOISE, ID 83707 |

# Memorandum

**File #:** 24-330 **City Council Meeting**

**FROM:** Wade Sanner, Director
**DATE:** Tuesday, September 3, 2024
**DEPARTMENT:** Community Development Services

**Subject**
Quasi-judicial Public Hearing-Rezone from R3, Multiple Dwelling Residential to LC, Limited Commercial, Zoning Ordinance and Reasoned Statement of Relevant Criteria and Standards on approximately 58.27 acres of the Northwest ¼ of Section 32, Township 3 North, Range 38 East

**Council Action Desired**
☒ Ordinance ☐ Resolution ☒ Public Hearing
☐ Other Action (Approval, Authorization, Ratification, etc.)
1. Approve the Ordinance Rezoning approximately 58.27 acres of the Northwest ¼ of Section 32, Township 3 North, Range 38 East from R3, Multiple Dwelling Residential to LC, Limited Commercial, under a suspension of the rules requiring three complete and separate readings and 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 Rezone from R3 to LC and give authorization for the Mayor and City Clerk to execute the necessary documents (or take other action deemed appropriate).

**Description, Background Information & Purpose**
Attached is the application for Rezoning from R3 to LC, Zoning Ordinance, and Reasoned Statement of Relevant Criteria and Standards for approximately 58.27 acres of the Northwest ¼ of Section 32, Township 3 North, Range 38 East. The Planning and Zoning Commission considered this item at its August 6, 2024, meeting and unanimously voted to recommend approval of the zone change from R3 to LC to the Mayor and City Council as presented.

**Alignment with City & Department Planning Objectives**



☐ ☒ ☒ ☐ ☒ ☐ ☒ ☐

The rationale for rezoning must be consistent with the principles of the Comprehensive Plan, which includes policies and goals related to Good Governance, Growth, Sustainability, and Livable Communities.

**Interdepartmental Coordination**
N/A

**Fiscal Impact**
N/A

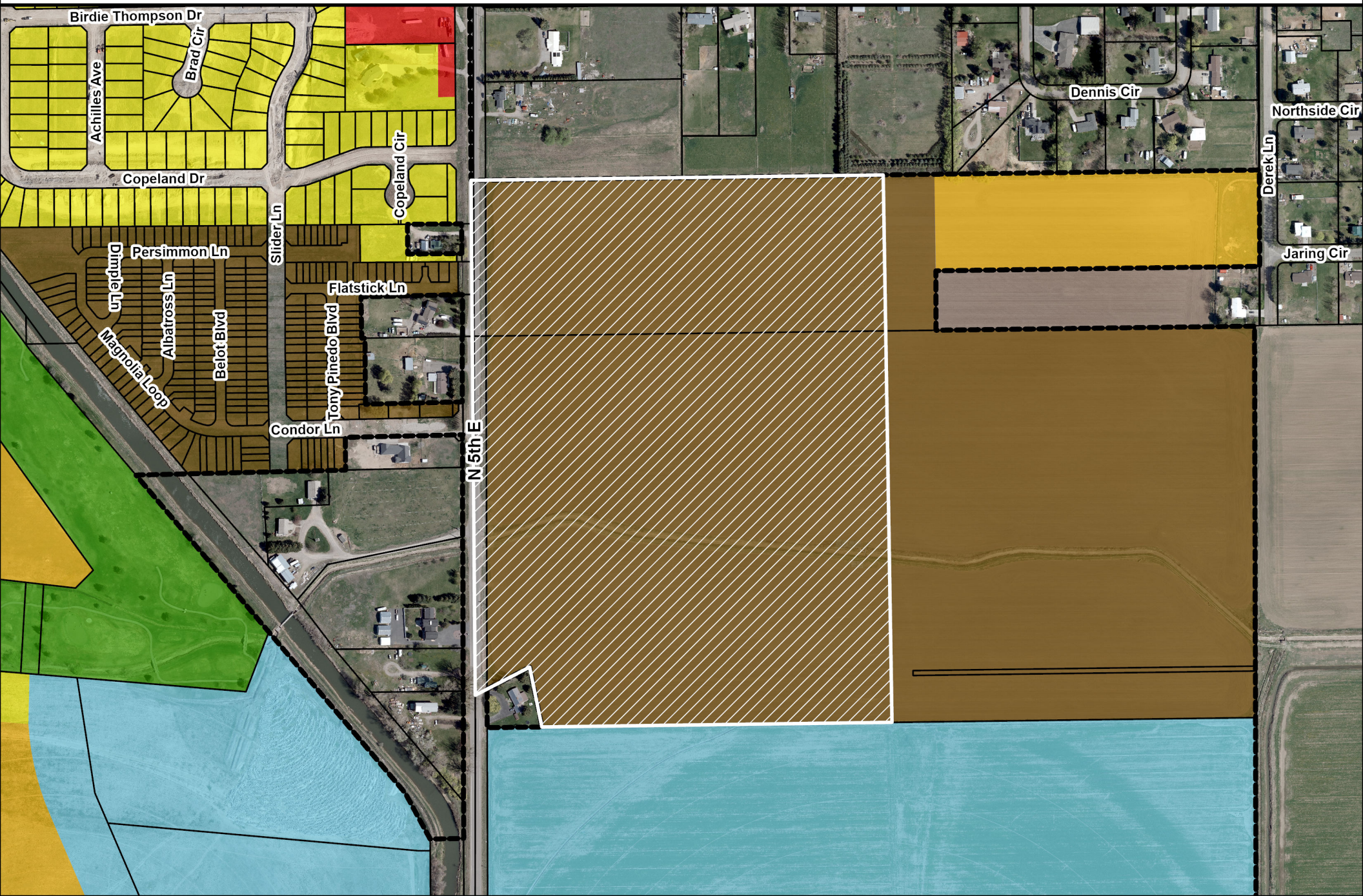
**Legal Review**
The application and ordinance have been reviewed by the Legal Department pursuant to applicable law.

# Zoning

RZN24-008 58.27 A R3 to LC

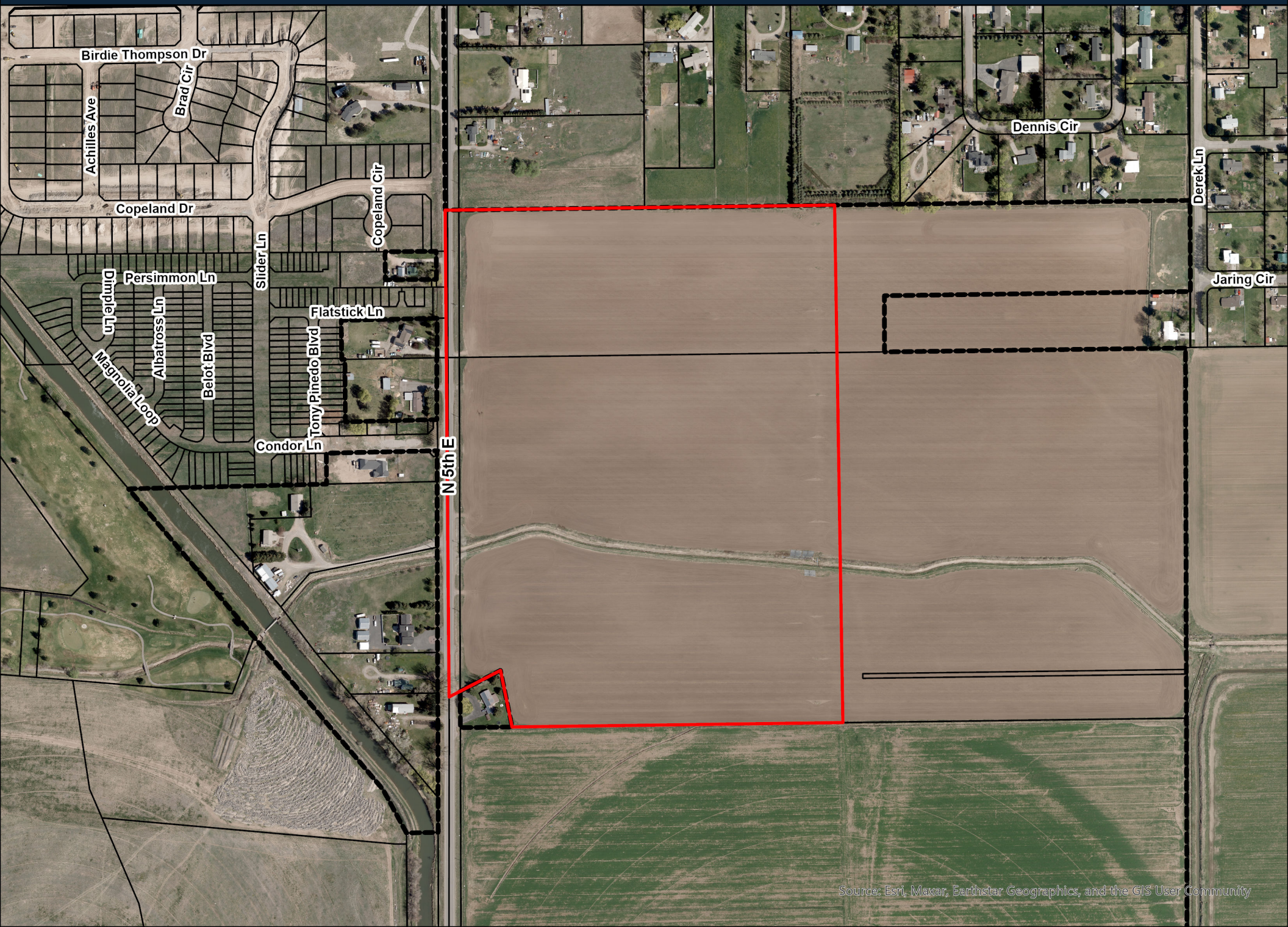
RE R1 TN R3 PB LC R&D I&M

RP R2 RMH R3A CC HC LM P



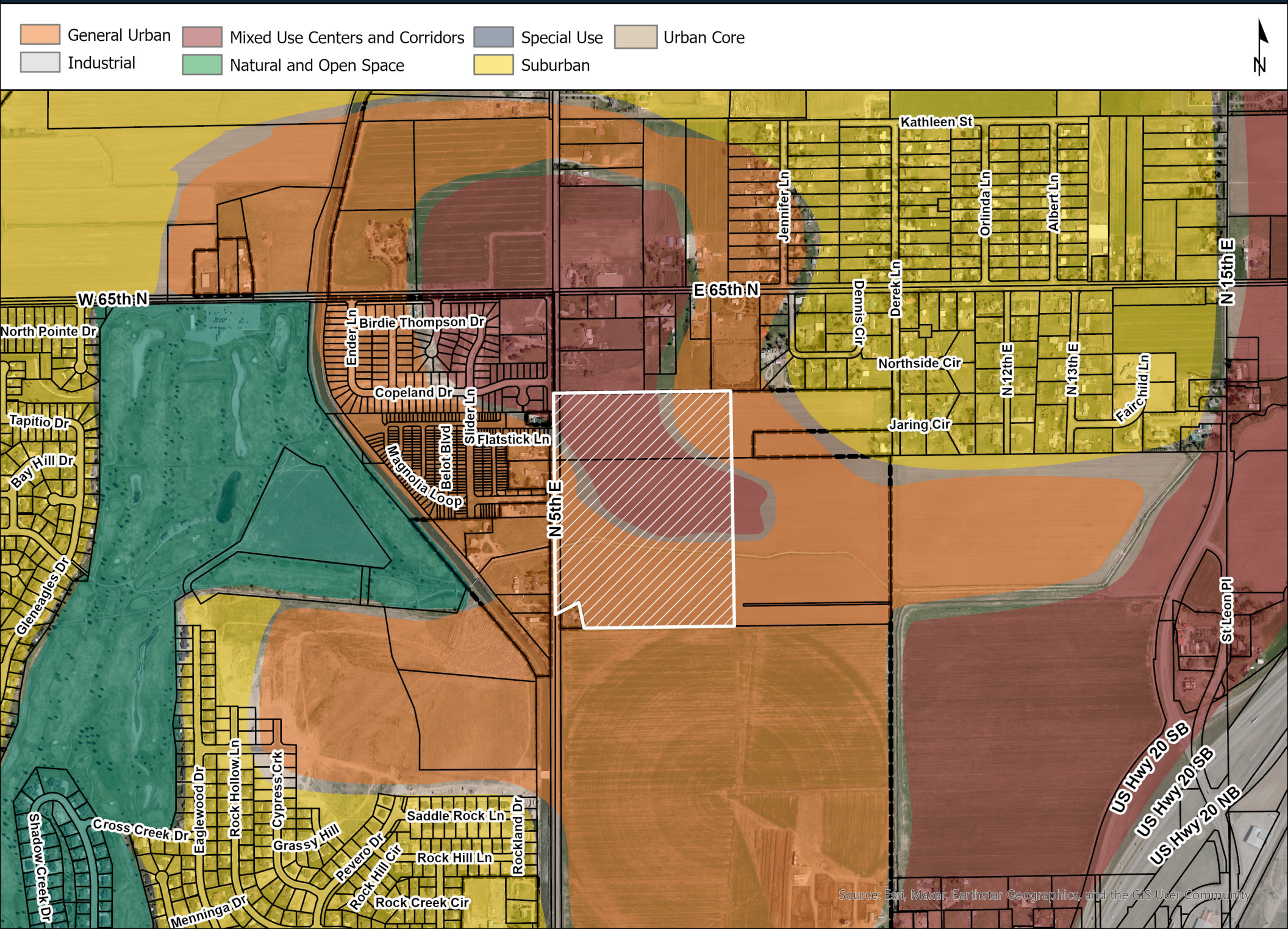
# Aerial

RZN24-008 58.27 A R3 to LC



# Comprehensive Plan

RZN24-008 58.27 A R3 to LC



STAFF REPORT
**REZONE FROM R3 to LC**
**58.27 Acres IN THE NW 1/4 SEC 32, T3N, R38E**
**September 12, 2024**

IDAHO FALLS
Community Development Services

**Applicant:** HLE

**Owner:**
VNB HOLDINGS LLC

**Project Manager:**
Brian J. Stevens

**Location:** Generally, North of 49th N, East of 5th E, South of 65th N, West of US 20.

**Size:** 58.27 acres

**Existing Zoning:**
Site: R3
North: County
South: R3A
East: R3, R2, County
West: R3 & County

**Existing Land Uses:**
Site: Ag
North: Residential
South: Ag
East: Ag & Residential
West: Residential

**Future Land Use Map:**
General Urban and Mixed Use Centers & Corridors

**Attachments:**
1. Zoning Ordinance Information
2. Comprehensive Plan Policies
3. Maps and aerial photos

**Requested Action:** To approve the rezone from R3 with Airport Overlay to LC by the Mayor and City Council.

**History:** From our historic aerials dating back to 1954 this land appears to have been Ag land up to today.

**Staff Comments:**

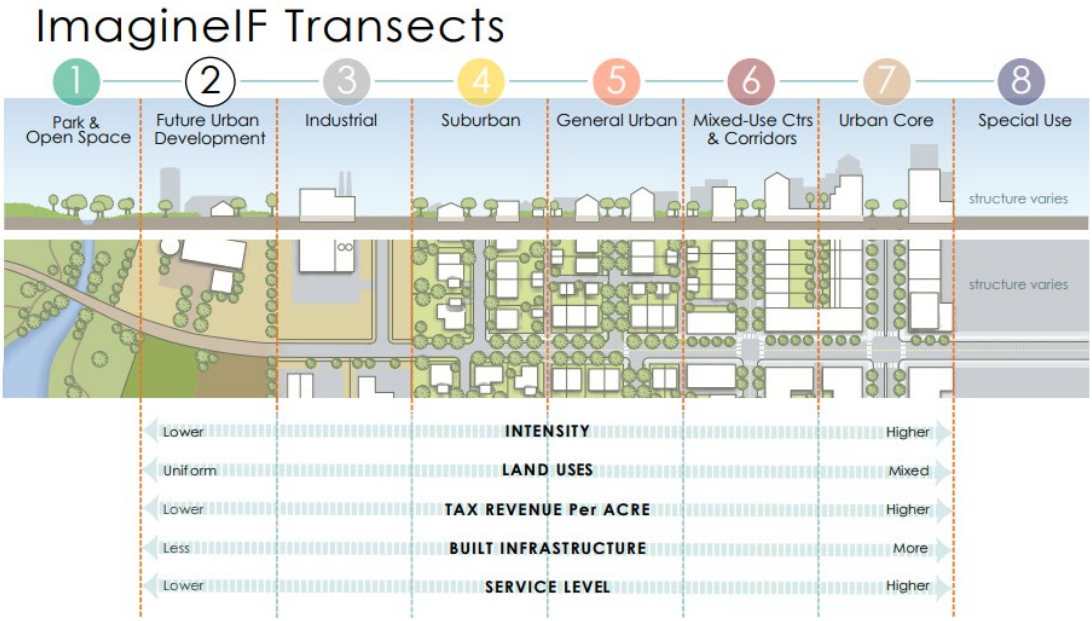
The Future land use map shows this area as General Urban and Mixed Use Centers & Corridors. The LC Zone is consistent with the Higher intensity designation.

The surrounding zoning is mixed in the area and LC is compatible with the zones surrounding the parcels. The Requested LC zone is consistent with USU walkability report and has the potential for job creation and daily services in near proximity to existing and proposed housing which could serve this area well, reducing vehicular traffic congestion in the city. LC does allow for housing to be built at R3A standards, though this has minimal differences to the already existing R3 Zone.

5th East is a Principal Arterial. The applicant will be required at time of site development to make improvements to 5th East to include deceleration lane and center turning lanes at development entrances.

**Staff Recommendation:** To recommend to the Mayor and City Council approval of the rezone from R3 to LC with the Airport Overlay.

**Comprehensive Plan**







5. **General Urban**

Snapshot: The General Urban Transect denotes residential areas with a mix of commercial and service uses convenient to residents. These areas contain a wide variety of housing types, generally including small single-units, duplexes, triplexes, fourplexes, courtyard apartments, bungalow courts, townhouses, multiplexes and live-work units. Lot sizes are smaller and more compact than suburban areas. These areas could also include, parks, schools, churches and commercial services. These areas have highly connective street patterns, similar to the traditional grid-pattern that encourages bicycle and pedestrian usage. These areas should be near an existing or part of a new walkable center.

Local examples: Bonnavista Addition, Johns Height Subdivision, Jennie Lee Addition, Bell-Aire, Linden Park, Linden Trails, Falls Valley




6. **Mixed-Use Centers & Corridors**

Snapshot: The Mixed-Use Centers and Corridors Transect denotes areas where people tend to shop, eat and gather. These areas include all housing types but generally at a more intense scale than other areas. These areas also include mixed-use buildings, recreation centers and commercial uses. Mixed-Use Centers and corridors may vary in scale from large, regional commercial centers with supportive housing to smaller commercial pockets called walkable centers that support a well-connected, walkable neighborhood.

Local examples: Northgate Mile and 1st Street corridors, Intersection of 65th South and 5th West, Intersection of Skyline and Broadway, Snake River Landing

**Considerations:** Because the comprehensive plan provides only general guidance for zoning decisions, the Planning Commission shall also take the following considerations into account:

| | **Applicant Response** |
|---|---|
| Explain how the proposed change is in accordance with the City's Comprehensive Plan. | LC is consistent with Imagine IF |
| What Changes have occurred in the area to justify the request for a rezone? | More housing is coming to the area and Jobs in the vicinity would be helpful… |
| Are there existing land uses in the area similar to the proposed use? | Vacant LC is currently at the intersection of 65th N and 5th E. |
| Is the site large enough to accommodate required access, Parking, landscaping, etc. for the proposed use? | Yes |
| Will a Neighborhood meeting be held prior to the Planning Commission Meeting: if Yes, Where and When: | Yes; Date and Time: Tuesday, June 25th, at 6:00 p.m. Location: Title One 1614 Elk Creek Dr., Idaho Falls, ID. |
| | |
| **Criteria for Rezoning Section 11-6-5(I) of Ordinance** | **Staff Comment** |
| The Zoning is consistent with the principles of City's adopted Comprehensive Plan, as required by Idaho Code. | Yes, the LC zone is consistent with the designation. |
| The potential for traffic congestion as a result of development or changing land use in the area and need that may be created for wider streets, additional turning lanes and signals, and other transportation improvements. | Rezoning to LC may result in reduced traffic congestion, given the potential for job creation near substantial housing on the edge of the city 5th E will see improvements to allow for turning into and out of Rezone Site. |
| The potential for exceeding the capacity of existing public services, including, but not limited to: schools, public safety services, emergency medical services, solid waste collection and disposal, water and sewer services, other public utilities, and parks and recreational services. | Rezoning to LC will help to improve the Water and Sewer Loops in the Area given sections currently missing will be required to be installed at time of construction. |
| The potential for nuisances or health and safety hazards that could have an adverse effect on adjoining properties. | Staff is unaware of specific nuisances or hazards. |
| Recent changes in land use on adjoining parcels or in the neighborhood of the proposed zoning map amendment. | Several adjacent properties consist of R3A, R3 in the area. |

**Transportation Plan:**
5th East is a Principal Arterial.

**Zoning Ordinance:**
**Existing**
(F) R3 Multiple Dwelling Residential Zone. This zone provides a residential zone which is characterized by a variety of dwelling types with a denser residential environment. This Zone is situated along or near major streets such as collectors and arterials. It is also generally located near pedestrian connections and commercial services.

**Proposed**
(C) LC Limited Commercial Zone. This zone provides a commercial zone for retail and service uses which supply the daily household needs of the City's residents. This Zone is usually located on major streets contiguous to residential uses. This zone is characterized by smaller scale commercial uses which are easily accessible by pedestrians and non-motorized vehicles from the surrounding residential neighborhoods, although larger scale developments such as big-box stores may still serve as anchors. Connectivity is provided with walkways that provide access to and through the development site. Parking for vehicles is understated by the use of landscaping, location, and provision of pedestrian walkways to the businesses.

## 11-2-3: ALLOWED USES IN RESIDENTIAL ZONES.

### Table 11-2-1: Allowed Uses in Residential Zones

P = permitted use. C1 = administrative conditional use. C2 = Planning Commission 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.

| | Low Density Residential | | | Medium Density Residential | | | High Density Residential | |
|---|---|---|---|---|---|---|---|---|
| **Proposed Land Use Classification** | **RE** | **RP** | **R1** | **R2** | **TN** | **RMH** | **R3** | **R3A** |
| Accessory Use | P | P | P | P | P | P | P | P |
| Agriculture* | P | | | | | | | |
| Animal Care Clinic | | | | | P* | | | P |
| Artist Studio | | | | | P* | | | |
| Bed and Breakfast* | | | | | | | | P |
| Boarding /Rooming House | | | | | | | P | P |
| Day Care, Center* | | | $C_2$ | P | P | | P | P |
| Day Care, Group* | $C_1$ | | $C_1$ | P | P | $C_1$ | P | P |
| Day Care, Home | $C_1$ | | $C_1$ | P | P | $C_1$ | P | P |
| Dwelling, Accessory Unit* | P | | | P | P | | P | P |
| Dwelling, Multi-Unit* | | | | P* | P | | P | P |
| Dwelling, Single Unit Attached* | | | P | P | P | P | P | P |
| Dwelling, Single Unit Detached | P | P | P | P | P | P | P | P |
| Dwelling, Two Unit | | | | P | P | | P | P |
| Eating Establishment, Limited | | | | | P* | | | P |
| Financial Institutions | | | | | P* | | | |
| Food Processing, Small Scale | | | | | P* | | | |
| Food Store | | | | | P* | | | |
| Fuel Station | | | | | P* | | | |
| Health Care and Social Services | | | | | P* | | | P |
| Home Occupation* | $C_1$ | | $C_1$ | $C_1$ | $C_1$ | $C_1$ | $C_1$ | $C_1$ |
| Information Technology | | | | | | | | P |
| Laundry and Dry Cleaning | | | | | P* | | | P |
| Live-Work* | | | | | $C_1$ | | | P |
| Manufactured Home* | P | P | P | P | P | P | P | P |
| Mobile Home Park* | | | | | | $C_2$ | | $C_2$ |
| Mortuary | | | | | | | | P |
| Park and Recreation Facility* | P | P | P | P | P | P | P | P |
| Parking Facility | | | | | | | | P |
| Personal Service | | | | | P* | | | P |
| Planned Unit Development* | $C_3$ | $C_3$ | $C_3$ | $C_3$ | | $C_3$ | $C_3$ | $C_3$ |
| Professional Service | | | | | | | | P |
| Public Service Facility* | $C_2$ | $C_2$ | $C_2$ | $C_2$ | $C_2$ | $C_2$ | $C_2$ | $C_2$ |
| Public Service Facility, Limited | P | P | P | P | P | P | P | P |
| Public Service Use | | | | | | | | P |
| Recreational Vehicle Park* | | | | | | $C_2$ | | |

| Proposed Land Use Classification | RE | RP | R1 | R2 | TN | RMH | R3 | R3A |
|---|---|---|---|---|---|---|---|---|
| Religious Institution* | $C_2$ | $C_2$ | $C_2$ | $C_2$ | $C_2$ | $C_2$ | $C_2$ | $C_2$ |
| Residential Care Facility | | | | | | | P | P |
| Retail | | | | | P* | | | $C_2$ |
| School* | $C_2$ | $C_2$ | $C_2$ | $C_2$ | $C_2$ | $C_2$ | $C_2$ | $C_2$ |
| Short Term Rental* | P | P | P | P | P | P | P | P |
| Transite Station | | | | | | | | P |

(Ord. 3218, 9-13-18)

## 11-3-4: STANDARDS FOR RESIDENTIAL ZONES.

**Table 11-3-1: Standards for Residential Zones**

| | RE | RP | R1 | R2 | TN | R3 | R3A | RMH |
|---|---|---|---|---|---|---|---|---|
| **Lot Area** | | | | | | | | |
| Lot Area Minimum in $ft^2$ | 1 acre* | 12,000 | 7,000 | 6,000* | 3,000* | 5,000* | 5,000 | 5,000 |
| Lot Area Maximum in $ft^2$ | | | 13,500* | | | | | |
| **Site Width** | | | | | | | | |
| Site Width at Front Setback, Minimum in ft. | 150 | 60 | 50 | 50 | 25 | 50 | 50 | 50 |
| **Setbacks, Minimum in ft.** | | | | | | | | |
| Front | 40 | 30* | 25* | 20* | 15* | 15 | 15 | 30 |
| Front Maximum in ft. | | | | | 20* | | | |
| Side | 20 | 7.5/10* | 6 | 6 | 5 | 6 | 6 | 10 |
| Rear | 40 | 25 | 25 | 25 | 10 | 25* | 25* | 25* |
| **Lot Coverage, Building Height, and Density** | | | | | | | | |
| Maximum Lot Coverage in % | 30 | 40 | 40 | 80 | 50 | 80 | 80 | 40 |
| Maximum Building Height in ft* | 24 | 24 | 24 | 24 | * | | | 24 |
| Maximum Density in net units/acre | 1 | 4 | 6 | 17 | 15 | 35 | 35 | 8 |
| *See explanations, exceptions and qualifications in Section 11-3-4A,B,C of this Zoning Code. | | | | | | | | |

(Ord. 3218, 9-13-18)

(A) Minimum and Maximum Lot Area.

(1) In the R1 Zone, the maximum lot size shall be thirteen thousand five hundred square feet (13,500 $ft^2$), except for corner lots, wedge-shaped lots in cul-de-sacs, or other unusual shaped lots. This shall also not apply to conditional uses such as schools and religious institutions.

(2) In the R2 zone, seven hundred and fifty square feet (750 $ft^2$) shall be added to the minimum required area for each additional dwelling unit.

(3) In the TN Zone, the maximum average lot area for subdivisions approved after the adoption of this Code, April 12, 2018, shall be six thousand two hundred and fifty square feet (6,250 $ft^2$) in order to encourage a mix of lot sizes and dwelling types. (Ord. 3210, 8-23-18)

## 11-2-4: ALLOWED USES IN COMMERCIAL ZONES.

**Table 11-2-2: Allowed Uses in Commercial 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.

| | Commercial | | | | |
|---|---|---|---|---|---|
| **Proposed Land Use Classification** | **PB** | **CC** | **LC** | **HC** | **PT** |
| Accessory Use | P | P | P | P | P |
| Accessory Use, Fuel Station* | | P | P | P | |
| Accessory Use, Storage Yard* | | P | P | P | |
| Amusement Center, Indoor | | P | P | P | |
| Amusement Center, Indoor Shooting Range* | | P | P | P | |
| Amusement Center, Outdoor* | | | | P | |
| Animal Care Clinic* | P | P | P | P | |
| Animal Care Facility* | | | | P | |
| Bed and Breakfast* | | P | P | | P |
| Boarding /Rooming House | | P | P | | P |
| Building Material, Garden and Farm Supplies | | | P | P | |
| Cemetery* | | $C_2$ | $C_2$ | $C_2$ | |
| Club* | | P | P | P | |
| Communication Facility | | P | P | P | |
| Day Care, all Types* | P | P | P | P | P |
| Drinking Establishment | | P | | P | |
| Drive-through Establishment * | P* | P | P | P | P |
| Dwelling, Accessory Unit * | | P | P | P | P |
| Dwelling, Multi-Unit* | | P | P | | P |
| Dwelling, Multi-Unit Attached* | | P | P | | P |
| Dwelling, Single Unit Attached* | | | P | | |
| Dwelling, Single Unit Detached | | | P | | |
| Dwelling, Two Unit | | | P | | P |
| Eating Establishment | | P | P | P | P |
| Eating Establishment, Limited | P | P | P | P | P |
| Financial Institutions | P | P | P | P | P |
| Entertainment and Cultural Facilities | P | P | P | P | P |
| Equipment Sales, Rental and Services | | | P | P | |
| Food Processing, Small Scale | | | | P | |
| Food Store | | P | P | P | P |
| Health Care and Social Services | P | P | P | P | P |
| Higher Education Center | | P | P | P | P |
| Home Occupation* | P | P | P | P | P |
| Hospital* | $C_2$ | $C_2$ | $C_2$ | $C_2$ | $C_2$ |
| Industry, Craftsman | P | P | P | P | |

| Proposed Land Use Classification | PB | CC | LC | HC | PT |
|---|---|---|---|---|---|
| Industry, Light | | P | | P | |
| Information Technology | P | P | P | P | P |
| Laundry and Dry Cleaning | | P | | | P |
| Live-Work* | $C_2$ | P | P | P | P |
| Lodging Facility | | P | P | P | P |
| Mortuary | | | | P | P |
| Parking Facility | | P | P | P | P |
| Pawn Shop | | P | | | |
| Personal Service | P | P | P | P | P |
| Professional Service | P | P | P | P | P |
| Planned Unit Development* | | $C_3$ | $C_3$ | | $C_3$ |
| Public Service Facility* | $C_2$ | $C_2$ | $C_2$ | $C_2$ | $C_2$ |
| Public Service Facility, Limited | P | P | P | P | P |
| Public Service Use | P | P | P | P | P |
| Recreation Vehicle Park* | | | | P | |
| Religious Institution* | | P | P | P | P |
| Residential Care Facility | P | P | P | P | P |
| Retail | | P | P | P | P |
| School | | P | P | P | P |
| Short Term Rental* | | P | P | | P |
| Fuel Station | | P | P | P | |
| Fuel Station, Super | | $C_2$ | P | P | |
| Storage Facility, Indoor | | P | P | P | P |
| Storage Facility, Outdoor | | | | P | |
| Storage Yard* | | | | P | |
| Transit Station | | P | P | P | P |
| Vehicle Body Shop | | | | P | |
| Vehicle Repair and Service | | P | P | P | |
| Vehicle Sales, Rental and Service | | P | | P | |
| Vehicle Washing Facility | | $C_2$ | $C_2$ | P | |

(Ord. 3210, 8-23-18) (Ord. 3218, 9-13-18) (Ord. 3233, 12-20-18) (Ord 3277, 10-10-19) (Ord. 3358, 12-10-20) (Ord. 3451, 3-31-22)

**Table 11-3-5: Dimensional Standards for Commercial Zones**

| | CC | PB | LC | HC |
|---|---|---|---|---|
| Site width at front setback - Minimum in ft. | | 50 | * | |
| **Setbacks – Minimum in ft.** | | | | |
| Front | | 20 | 20* | 20 |
| Side | | | * | |
| Rear | | | * | |
| Landscape buffer contiguous to street* in ft. | 7* | 15 | 20* | 20* |
| Landscape buffer contiguous to a residential Zones* in ft. | 10 | 10 | 20/10 | 30/10 |
| Building height – Maximum in ft. | | * | * | |
| Lot Coverage- Maximum in % | | 80 | 80 | |
| *See explanations, exceptions and qualifications that follow in Section 11-3-6A (1-3) of this Zoning Code. | | | | |

August 6, 2024 7:00 p.m. Planning Department

City Annex Council Chambers

**MEMBERS PRESENT:** Commissioners Glen Ogden, Bill Scott, Dale Storer, Forrest Ihler.

**MEMBERS ABSENT:** Marsha McDaniel, Arnold Cantu

**ALSO PRESENT:** Assistant Planning Director Kerry Beutler, David Peterson Planner, Naysha Foster Planner, Brian Stevens 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 July 2, 2024, Ihler seconded the motion. The motion passed unanimously.**

**Public Hearing:**

**4. RZN 24:08 REZONE FROM R3 TO LC (Aspen Meadows).**

Ogden opened the public hearing.

**Applicant: Gilmore Jenkins, HLE 101 South Park Ave., Idaho Falls, Idaho.** Jenkins stated that they are requesting a rezone for a portion of this property. There is a major road on the preliminary plat going north to south and that is the boundary for the rezone request. The Comprehensive Plan identifies this commercial node on the corner of 65th and 5th and that will overlap into the requested rezone area. There is also property on the southwest corner near the property (not contiguous) that is zoned LC. Jenkins feels LC would be good for this area because of the Comprehensive Plan and being next to the Lewisville Highway and having some commercial against the frontage would be good. They are proposing to rezone 59 acres of the development and everything residential would still fit within that zone.

**Luke Bloxham, 1086 Jaylee Drive, Rigby, Idaho (developer).** Bloxham stated that the reason for the rezone is to anticipate some of the growth that is coming. The Lewisville Highway is a major arterial road, and the LC offers more flexibility in alignment with the City's Comprehensive Plan, as well as the USU study that has the vision for a more walkable center. Bloxham feels that there is sprawling that goes on in development, but the LC zone offers a lot of mixed-use capability to create more community hubs and walkable centers. The right vision can make that happen in this area. This rezone will lend the area to better traffic flows, and it will be a good buffer between the residential and Lewisville Highway.

Stevens presented the staff report, a part of the record.

Ihler asked if the LC zone allows housing units with commercial below. Stevens agreed that it allows for commercial use on the first floor with housing above. Stevens directed Ihler to page 5 of the staff report for housing uses and set back requirements.

**Support/Opposition:**

**Tanya Rawlings, 6360 North Northside Circle, Idaho Falls, Idaho.** Rawlings stated that she has questions as the proposed I-15/US 20 Proposed H2 is one option of the proposals that are being studied through ITD. Rawlings hasn't heard that there has been a decision made. Rawlings understands anticipating possible options down the road, but she doesn't want to get ahead of herself and assume that they need a node for mixed use area in the County. 65th is still in the County and how much control would the City have in putting in a stop light, as it is difficult to turn left from 65th onto Lewisville Hwy. Rawlings stated that in dealing with situations where City is butting up against County it is important to coordinate so that everyone is aware of what is going on and making sure things are flowing appropriately. Rawlings does understand that there is growth in the City, and she asked the Commissioners to consider the historical uses of the land.

**Joseph Lemon, 6360 North Northside Circle, Idaho Falls, Idaho.** Lemon stated that controlling the sprawl could be done by keeping it residential and not commercial so that it is just for people to live.

**Applicant: Gilmore Jenkins Harper Leavitt, 101 South Capital, Idaho Falls, Idaho.** Jenkins stated that the BMPO has the County, City, ITD, Ammon, Iona, Etc. work together to talk about things regarding growth. Jenkins stated that if you have concerns or thoughts towards what might be going on or what the County may be thinking BMPO is a great place to go and discuss. Jenkins stated that they are looking at their transportation plan and reworking it.

Ogden closed the public meeting.

Ihler is torn. Ihler stated that he understands that the area is growing and likes that LC allows for the opportunity for mixed use with apartments above commercial as that is truly the only way to make an area walkable. The downside of LC is that it can be designed like any other area with big commercial building and big parking lot, and that is not walkable. Ihler is unsure how the developer plans to develop this area. Ihler stated that ITD has done all their research and all their outreach, and they have narrowed it down to two versions (H2 or E3). They have recommended to the Federal Highway Administration, which is where the money comes from, that they want H2. The idea that H2 comes from the idea that is what ITD has recommended. Ihler stated that they have LC and HC down by where the proposed interchange is going to be. Ihler feels that there is a plethora of business parks and commercial developments staggered all over the City and Ihler doesn't know if Idaho Falls has the growth of commercial entities to match all of these different developments going on around town. Ihler feels it could take 2 decades to fill out with commercial. If the developer does it right, it can be a walkable center, but if he does it auto oriented it could take longer to fill in and it is creating commercial nodes all over the City on the peripheral that are slowly filling in.

Scott stated that he is in favor of the rezone and thinks that the problem with walkable centers is if they don't have the zoning to allow commercial developments and all they have is residential, where are those people going to shop or work? The City must accommodate to make it work.

Storer likes the word nodes as the concept is that you are bringing the services to the people. Storer stated that they are trying to weed people from their automobiles and put them on their feet and the services need to be available, and LC does that. Storer stated that the uses are amenable to the services that would be sought by residents in a subdivision.

Ogden stated that his concern was whether or not the large open areas of the plat would be very high density and that brings more traffic and trouble to Lewisville Hwy, than some spread out lighter commercial use for the property. Ogden went through to see if the zone change was inclined for apartments or some other high-density housing along the Lewisville Hwy, but based on the developers comments, and some of the uses that have been used for LC it alleviates some of the concern of the density of the housing in there, if it is commercial versus R3. Both zones allow for high density housing, and LC allows more options. Ogden feels LC is a better use than R3 as we don't need more high-density housing.

**Scott moved to recommend to the Mayor and City Council approval of the rezone from R3 with airport overlay to LC with airport overlay as presented. Storer seconded the motion. Ogden called for roll call vote: Scott, yes; Ihler, yes (cautiously); Ogden, yes; Storer, yes. Motion passed unanimously.**

**ORDINANCE NO._____**

AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO; PROVIDING FOR THE REZONING O F A P P R O X I M A T E L Y 58.27 ACRES AS DESCRIBED IN SECTION 1 OF THIS ORDINANCE FROM R3 MULTIPLE DWELLING RESIDENTIAL TO LC, LIMITED COMMERCIAL; AND PROVIDING SEVERABILITY, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE.

WHEREAS, the proposed zoning district of lands described in Section 1 is LC Zone for such annexed lands and such zoning is consistent with the current City of Idaho Falls Comprehensive Plan Land use designation of General Urban and Mixed Use Centers and Corridors; and

WHEREAS, the proposed zoning district is consistent and compatible with the existing and surrounding zoning districts and is consistent with the City of Idaho Falls Comprehensive Plan; and

WHEREAS, Idaho Falls Planning and Zoning Commission held a duly noticed public hearing on August 6, 2024, and recommended approval of zoning the subject property to LC Zone; and

WHEREAS, the Idaho Falls City Council conducted a duly noticed public hearing and passed a motion to approve this zoning on September 12, 2024.

NOW THEREFORE, BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF IDAHO FALLS, IDAHO, AS FOLLOWS:

**SECTION 1:** LEGAL DESCRIPTION:

This ordinance shall apply to the following described lands in Idaho Falls, Idaho, Bonneville County, to-wit:

Approximately 58.27 acres, a parcel of land lying in the NW1/4 of Section 32, Township 3 North, Range 38 East.

**SECTION 2.** Zoning. That the property described in Section 1 of this Ordinance be and the same hereby is zoned “LC 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 3.** 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 4.** 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 5.** 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 REZONING OF APPROXIMATELY 58.27 ACRES AS DESCRIBED IN SECTION 1 OF THIS ORDINANCE FROM R3 MULTIPLE DWELLING RESIDENTIAL TO LC, LIMITED COMMERCIAL; AND PROVIDING SEVERABILITY, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE."

_____
Corrin Wilde, City Clerk

**REASONED STATEMENT OF RELEVANT CRITERIA AND STANDARDS**

**REZONE FROM R3, MULTIPLE DWELLING RESIDENTIAL TO LC, LIMITED COMMERCIAL FOR APPROXIMATELY 58.27 ACRES IN THE NW 1/4 OF SECTION 32, TOWNSHIP 3 NORTH, RANGE 38 EAST**

**WHEREAS,** the applicant filed an application for Rezone on June 26, 2024; and

**WHEREAS,** this matter came before the Idaho Falls Planning and Zoning Commission during a duly noticed public hearing on August 6, 2024; and

**WHEREAS,** this matter came before the Idaho Falls City Council during a duly noticed public hearing on August 6,2024; 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 2022 Comprehensive Plan, the City of Idaho Falls Zoning Ordinance, the Local Land Use Planning Act, and other applicable development regulations.
2. The property is approximately 58.27 acres located generally North of 49th N, East of 5th E, South of 65th N, West of US 20.
3. Surrounding properties are County zoning or zoned City R3A, R2, R3.
4. The Comprehensive Plan designates this area as General Urban and Mixed Use Centers & Corridors.
5. The proposed rezone complies with the purposes set forth within the Zoning Ordinance of the City of Idaho Falls.
6. The Idaho Falls Planning and Zoning Commission recommended approval of the zone change as presented.

## II. DECISION

Based on the above Reasoned Statement of Relevant Criteria, the City Council of the City of Idaho Falls approved the Rezone as presented.

PASSED BY CITY COUNCIL OF THE CITY OF IDAHO FALLS

THIS _____ DAY OF _____, 2024

_____

Rebecca Casper - Mayor

hleinc.com
LAND SURVEYING | 3D SCANNING | DESIGN SURVEYING
CIVIL AND STRUCTURAL ENGINEERING | MATERIALS TESTING
**PROFESSIONAL ENGINEERS & LAND SURVEYORS**

**101 S Park Ave. #210**
**Idaho Falls, Idaho 83402**
**(208) 524-0212**

**800 W. Judicial St.**
**Blackfoot, Idaho 83221**
**(208) 785-2977**

June 10, 2024

To Whom It May Concern:

Business and property owners and residents are invited to attend a public neighborhood meeting held by HLE Inc. Meeting details include:

**Date and Time: Tuesday, June 25th, at 6:00 p.m.**
**Location: Title One 1614 Elk Creek Dr., Idaho Falls, ID.**

The subject of this meeting will be the discussion of the proposed parcels to be preliminary platted. The parcels are RPA00038322738 and RPA00038324202 in the Northwest 1/4 of Section 32, Township 2 North, Range 38 East of The Boise Meridian.

The purpose of this meeting is to provide general information regarding the preliminary plat and discuss any questions that the public may have after the presentation. Enclosed is a vicinity map of the parcel to be discussed for the meeting.

Please respond via letter or email whether or not a representative will be in attendance.

Regards,

Clint Jolley
clintj@hleinc.com
(208) 524-0212

| Owner | Additional Owner | Mailing Address | Mailing City Mailing State Mailing Zip Code |
|---|---|---|---|
| TORRES COSME | BARAJAS HIMELDA | 6197 N 5TH E | IDAHO FALLS, ID 83401 |
| ANDERSON MARK W | ANDERSON LISA L | 6055 N 5TH E | IDAHO FALLS, ID 83401 |
| | | | |
| VIGIL INVESTMENT PARTNERS LLC | | 497 N BALD MOUNTAIN DR | ALPINE, UT 84004 |
| WHITTAKER MICKEY L | | 5907 N 5TH E | IDAHO FALLS, ID 83401 |
| IDAHO CANAL | | 496 E 14TH ST | IDAHO FALLS, ID 83404 |
| LARSEN MILO M | LARSEN SONJA A JONES | 5809 N 5TH E | IDAHO FALLS, ID 83401 |
| HIATT THANE D | HIATT TAWNA J | 6129 N 5TH E | IDAHO FALLS, ID 83401 |
| CLARK JENNIFER E | CLARK BRANDON K | 5751 N 5TH E | IDAHO FALLS, ID 83401 |
| WOOLF CINDY | | 5725 N 5TH E | IDAHO FALLS, ID 83401 |
| BAGLEY JOHN K | | PO BOX 122 | REXBURG, ID 83440-0122 |
| LAW BRENDAN | LAW SAMANTHA | 768 E 65TH N | IDAHO FALLS, ID 83401 |
| PUPHAL KENNETH & GAYE LIVING TRUST | | 6121 N DEREK LN | IDAHO FALLS, ID 83401 |
| STATE OF IDAHO | | PO BOX 879 | BOISE, ID 83707 |
| CHAFFIN MICHAEL J | CHAFFIN C LYNNE | 716 E 65TH N | IDAHO FALLS, ID 83401 |
| ADAMS CONROY H | ADAMS ARLENE ANDERSEN | 666 E 65TH N | IDAHO FALLS, ID 83401 |
| WINTERS APRIL | | 646 E 65TH N | IDAHO FALLS, ID 83401 |
| BACON WILLIAM P | BACON HEIDI | 6348 N 5TH E | IDAHO FALLS, ID 83401 |
| WATSON KAYLA BIRD | WATSON THOMAS TYLER | 5734 N 5TH E | IDAHO FALLS, ID 83401 |
| TETON VIEW GOLF ESTATES LLC | | 11105 LONDON DERRY | SANDY, UT 84092 |
| HIATT THANE D | HIATT TAWNA J | 6129 N 5TH E | IDAHO FALLS, ID 83401 |
| VNB HOLDINGS LLC | VANCE SARA LYNN 2012 IRREVOCABLE TRUST | PO BOX 451 | RIGBY, ID 83442-0451 |
| STATE OF IDAHO | | PO BOX 879 | BOISE, ID 83707 |
| STATE OF IDAHO | | PO BOX 879 | BOISE, ID 83707 |
| STATE OF IDAHO | | PO BOX 879 | BOISE, ID 83707 |
| VNB HOLDINGS LLC | VANCE SARA LYNN 2012 IRREVOCABLE TRUST | PO BOX 451 | RIGBY, ID 83442-0451 |
| VNB HOLDINGS LLC | VANCE SARA LYNN 2012 IRREVOCABLE TRUST | PO BOX 451 | RIGBY, ID 83442-0451 |
| STEELE LAND HOLDINGS LLC | | 1810 E 49TH N | IDAHO FALLS, ID 83401 |

| | | | |
|---|---|---|---|
| VIGIL INVESTMENT PARTNERS LLC | | 497 N BALD MOUNTAIN DR | ALPINE, UT 84004 |
| VIGIL INVESTMENT PARTNERS LLC | | 497 N BALD MOUNTAIN DR | ALPINE, UT 84004 |
| VIGIL INVESTMENT PARTNERS LLC | | 497 N BALD MOUNTAIN DR | ALPINE, UT 84004 |
| VIGIL INVESTMENT PARTNERS LLC | | 497 N BALD MOUNTAIN DR | ALPINE, UT 84004 |
| VIGIL INVESTMENT PARTNERS LLC | | 497 N BALD MOUNTAIN DR | ALPINE, UT 84004 |
| VIGIL INVESTMENT PARTNERS LLC | | 497 N BALD MOUNTAIN DR | ALPINE, UT 84004 |
| VIGIL INVESTMENT PARTNERS LLC | | 497 N BALD MOUNTAIN DR | ALPINE, UT 84004 |
| FALCON CREST HOMEOWNERS ASSOC | | 497 N BALD MOUNTAIN DR | ALPINE, UT 84004 |
| VIGIL INVESTMENT PARTNERS LLC | | 497 N BALD MOUNTAIN DR | ALPINE, UT 84004 |
| VNB HOLDINGS LLC | VANCE SARA LYNN 2012 IRREVOCABLE TRUST | PO BOX 451 | RIGBY, ID 83442-0451 |
| COMORE DEVELOPMENT INC | | 3920 E SUNNYSIDE RD | AMMON, ID 83406 |
| COMORE DEVELOPMENT INC | | 3920 E SUNNYSIDE RD | AMMON, ID 83406 |
| COMORE DEVELOPMENT INC | | 3920 E SUNNYSIDE RD | AMMON, ID 83406 |
| COMORE DEVELOPMENT INC | | 3920 E SUNNYSIDE RD | AMMON, ID 83406 |
| COMORE DEVELOPMENT INC | | 3920 E SUNNYSIDE RD | AMMON, ID 83406 |
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| COMORE DEVELOPMENT INC | | 3920 E SUNNYSIDE RD | AMMON, ID 83406 |
| COMORE DEVELOPMENT INC | | 3920 E SUNNYSIDE RD | AMMON, ID 83406 |
| COMORE DEVELOPMENT INC | | 3920 E SUNNYSIDE RD | AMMON, ID 83406 |
| COMORE DEVELOPMENT INC | | 3920 E SUNNYSIDE RD | AMMON, ID 83406 |
| WEBSTER CURTIS W | WEBSTER RHONDA L | 6371 N 5TH E | IDAHO FALLS, ID 83401 |
| BIRCH COREY D | BIRCH REBECCA | 944 DENNIS CIR | IDAHO FALLS, ID 83401 |
| JOHNSON KENNETH LEROY | | 922 E DENNIS CIR | IDAHO FALLS, ID 83401 |

| | | | |
|---|---|---|---|
| MEYER DAN W | | 6001 E 65TH N | IDAHO FALLS, ID 83401 |
| HOWARD JAMES C | HOWARD EDEN E | 888 E DENNIS CIR | IDAHO FALLS, ID 83401 |
| MCREA MALINDA | MCREA GEORGE | 866 DENNIS CIR | IDAHO FALLS, ID 83401 |
| SUMMERS FORREST LYNN & SHARIE LEE REVOCABLE LIVING TRUST | | 844 DENNIS CIR | IDAHO FALLS, ID 83401-5607 |
| SERMON TED AND LORIE THE FAMILY TRUST | | PO BOX 1692 | IDAHO FALLS, ID 83403-1692 |
| SEELY STUART J | SEELY SHAWNA J | 877 E DENNIS CIR | IDAHO FALLS, ID 83401 |
| NELSON W A | | 6380 N NORTHSIDE CIR | IDAHO FALLS, ID 83401 |
| HUMPHERYS KURTIS | HUMPHERYS LISA | 6300 N NORTHSIDE CIR | IDAHO FALLS, ID 83401 |
| HOLM JOSEPH A | | 6280 N NORTHSIDE CIR | IDAHO FALLS, ID 83401 |
| HURTADO SERGIO VEGA | CASTANEDA YESENIA | 6260 N JARING CIR | IDAHO FALLS, ID 83401 |
| PEREZ ADOLFO P | | 6240 N JARING CIR | IDAHO FALLS, ID 83401 |
| GEORGE GARY S | | 6180 N JARING CIR | IDAHO FALLS, ID 83401 |
| GRIFFIN JOHN JR | | 6160 N JARING CIR | IDAHO FALLS, ID 83401 |
| BONNEVILLE COUNTY | | 605 N CAPITAL AVE | IDAHO FALLS, ID 83402 |
| PUPHAL KENNETH & GAYE LIVING TRUST | | 6121 N DEREK LN | IDAHO FALLS, ID 83401 |

Neighborhood Meeting Sign In Sheet

Meeting Info - Aspen Meadows Preliminary Plat and Rezone

Date - 6/25/24

| Name | Address |
| --- | --- |
| Javed Chaffin | 716 E 65 N I.F. 83401 |
| Michael Chaffin | chafdady@yahoo.com. |
| Lynne Chaffin | |
| Gaye Puphal | gpuphal@gmail.com |
| | 6121 N Werch Ln |

Pioneer Meadows Neighborhood Meeting Minutes

Tuesday June 25, 2024

Meeting held at **Title One 1614 Elk Creek Dr., Idaho Falls, ID**

Presenter: Luke Bloxham

**Minutes:**

Meeting Started at 1802

Presenter introduced himself and the ownership group for the project and welcomed all to the meeting.

Presenter introduced location and current zoning

Introduced the rezone intent from R3 to LC.

Presenter went over the comprehensive plan Transects in the area

Introduced the preliminary plat. Pointed out areas that would be residential and areas that would be commercial if rezone is approved

Comments and Questions:

1. Question regarding ditch along north property line
    a. Answer: Ditch will be retained, and easement will be dedicated for maintenance
2. Question regarding canal through middle of project.
    a. Canal to be left open and as is other than where needed for bridges
3. Timeline of construction
    a. Presenter explained this would not be an overnight project after approval process is complete the different divisions will be spaced out.
4. Stub roads
    a. Required by the city for continuance of growth. They will have barricades as required by city standards.
5. Access discussion regarding entrances to the development.
6. Sewer and water main discussion. Timing and general route of planned city mains in Lewisville Highway.
7. Stormwater pond questions and discussion. Generally pointed out pond locations and intent to dual purpose as many as possible for usable public areas.

Meeting adjourned at 18:23

# Neighborhood Meeting
# For
# PRELIMINARY PLAT AND REZONE

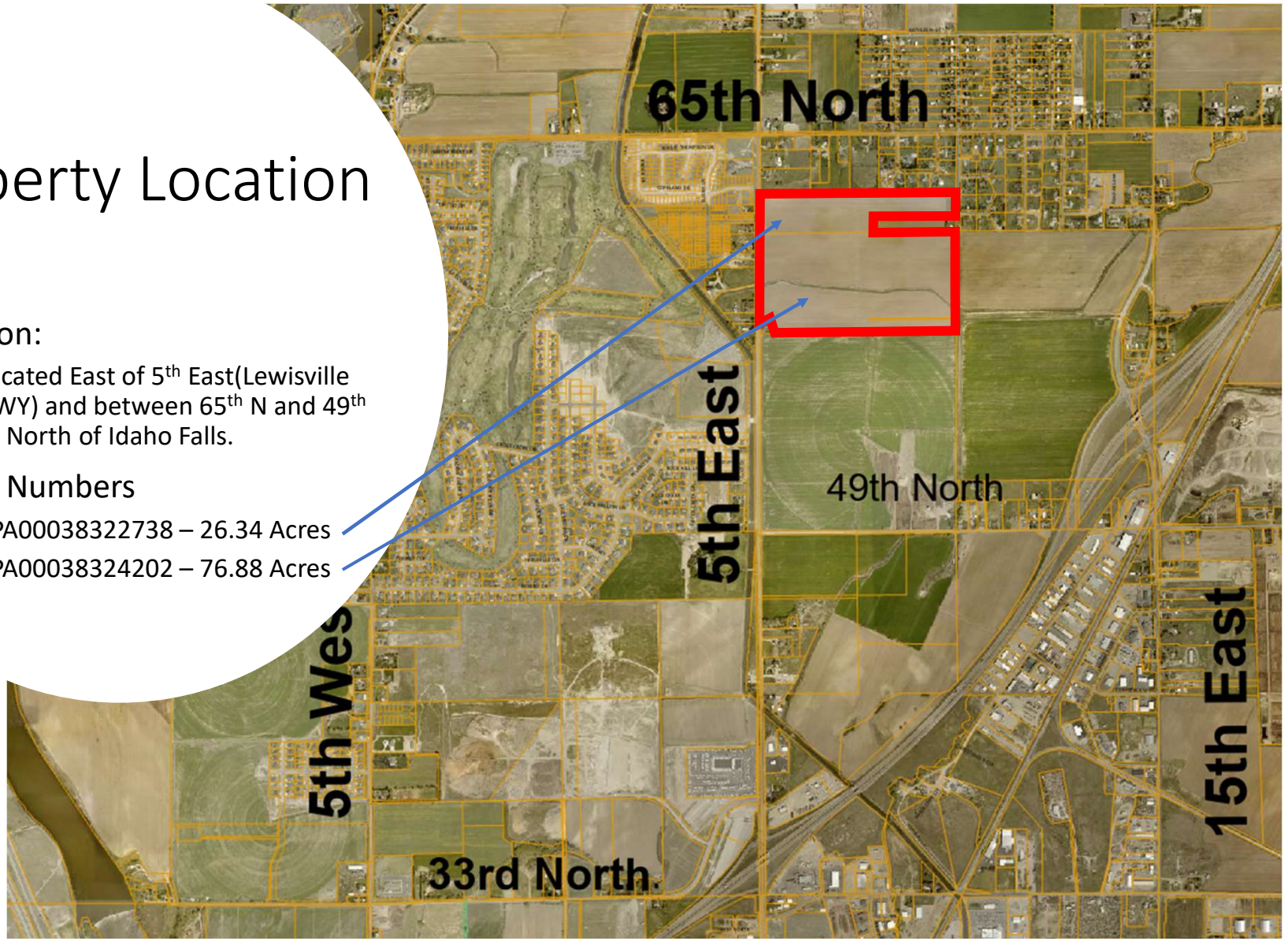
TUESDAY JUNE 25, 2024

# Procedure

- This meeting is meant to introduce the neighboring public to the project and is required by city ordinance.
- Presentation will be 15 minutes or less.
  - Please hold question or comments until the end of the presentation
- Question and Answer Period 30-45 minutes
  - Please keep comments to 2 minutes or less.
  - Please be courteous and speak one at a time.
  - Please limit repeat comments
  - If questions are asked, please allow us to address them before continuing to the next individual.

# Property Location

- Location:
  - Located East of 5th East(Lewisville HWY) and between 65th N and 49th N. North of Idaho Falls.
- Parcel Numbers
  - RPA00038322738 – 26.34 Acres
  - RPA00038324202 – 76.88 Acres

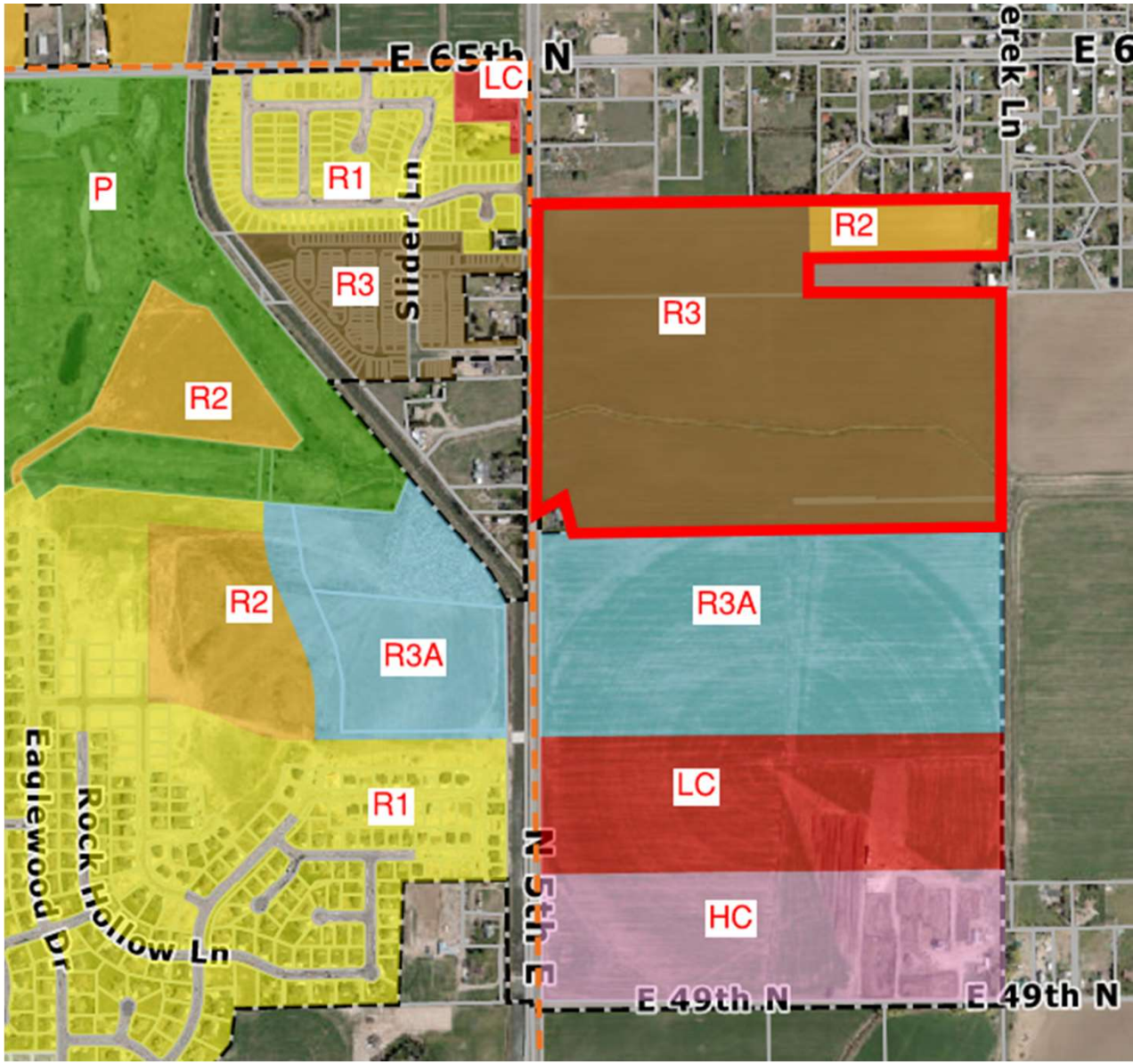


# Current Zoning Map

- Current Zoning
  - R2– Mixed Residential
  - R3 – Multiple Dwelling Residential

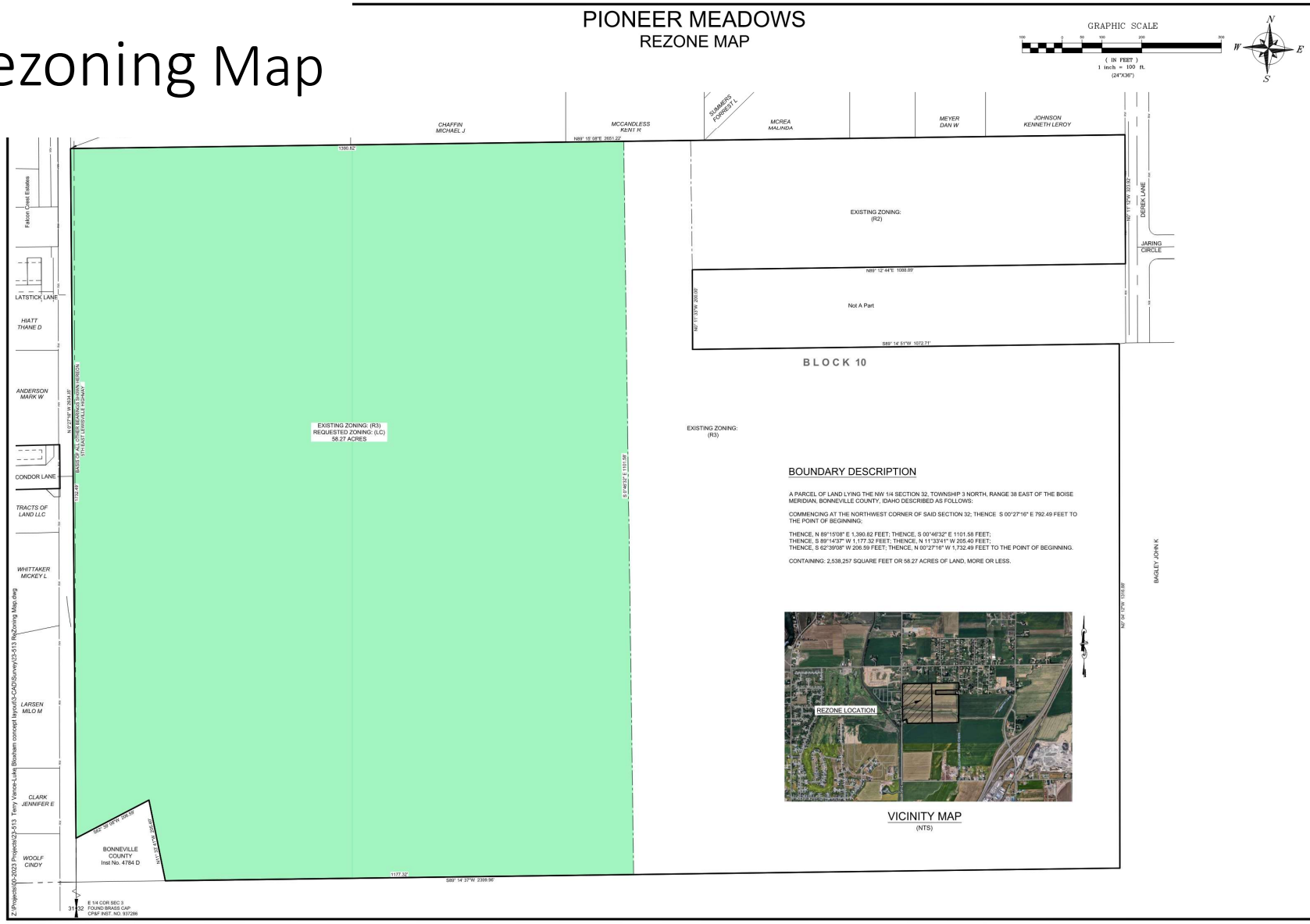
Table 11-1-1: Established Zones

| Zone Type | Zone Abbreviation | Zone Name |
|---|---|---|
| **Residential** | RE | Residential Estate |
| | RP | Residential Park |
| | R1 | Single Dwelling Residential |
| | R2 | Mixed Residential |
| | TN | Traditional Neighborhood |
| | R3 | Multiple Dwelling Residential |
| | R3A | Residential Mixed Use |
| | RMH | Residential Mobile and Manufactured Home |
| **Commercial** | PB | Professional Business Office |
| | CC | Central Commercial |
| | LC | Limited Commercial |
| | HC | Highway Commercial |
| **Industrial** | LM | Light Manufacturing and Heavy Commercial |
| | I&M | Industrial and Manufacturing |
| **Special Purpose** | R&D | Research and Development |
| | P | Public |



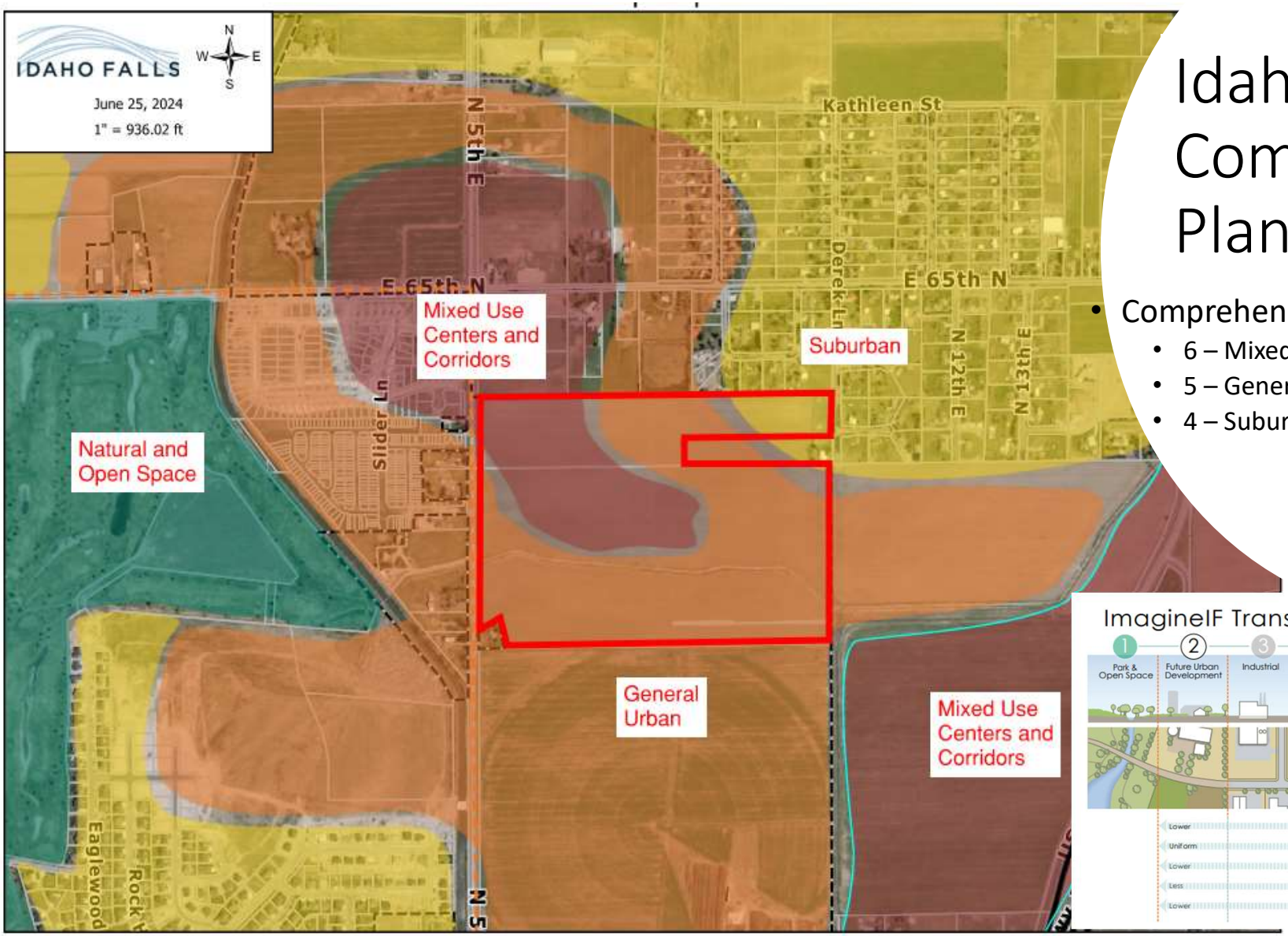
# Proposed Rezoning Map

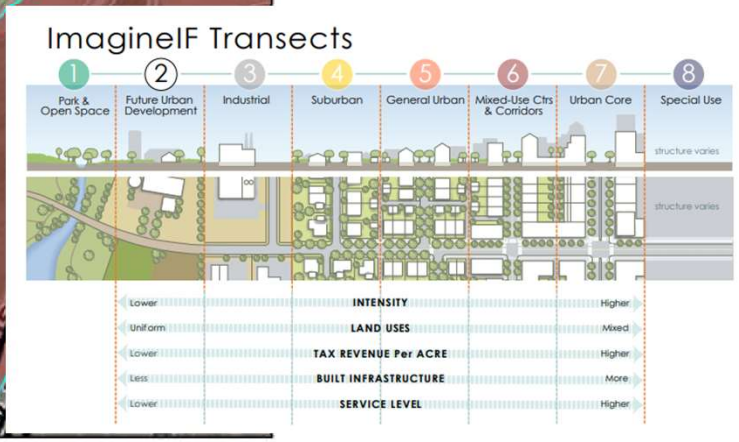
- Proposed Rezone
  - From R3 – Mixed Residential
  - To LC – Limited Commercial
  - 56.27 Acres to be Rezoned



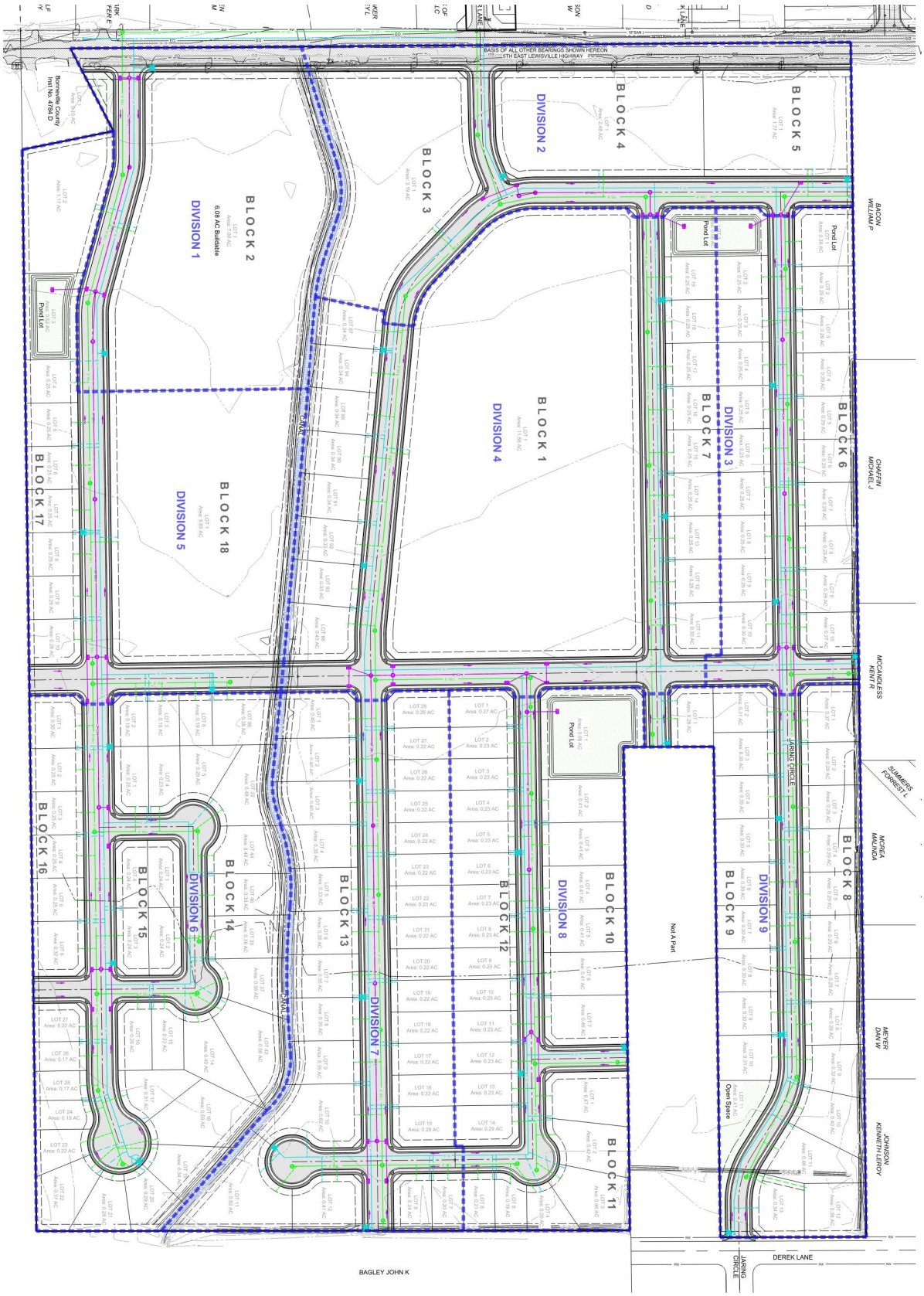
# Idaho Falls Comprehensive Plan

- Comprehensive Plan Overlays
  - 6 – Mixed Use Centers and Corridors
  - 5 – General Urban
  - 4 – Suburban



# Preliminary Plat Layout



# Review & Questions

Current Zoning – R3 and R2

Request Partial Rezone of R3 area to LC

Preliminary Plat with Commercial and Residential Lots

# Memorandum

**File #:** 24-342 **City Council Meeting**

**FROM:** Wade Sanner, Director
**DATE:** Tuesday, September 10, 2024
**DEPARTMENT:** Community Development Services

**Subject**
Reasoned Statement of Relevant Criteria and Standards for Council's decision on the Conditional Use Permit to Allow Ag Tourism Use in the LM, Light Manufacturing and Heavy Commercial Zone, issued by the Board of Adjustment on July 25, 2024

**Council Action Desired**
☐ Ordinance ☐ Resolution ☐ Public Hearing
☒ Other Action (Approval, Authorization, Ratification, etc.)
Reverse the decision of the Board of Adjustment which denied the landscaping variance on the North subject to the condition stated below; affirm the Board of Adjustment's other landscaping conditions; and clarify that the trees on the East and West may be clustered as permitted by the Zoning Code.

**Description, Background Information & Purpose**
The Condition: Council finds that the Board should have granted the requested variance to the extent that the deciduous trees that are on the North boundary satisfy the landscaping buffer if the City Forester finds that the existing trees provide an adequate land use buffer between the commercial agricultural tourism activity-during the approved six-week period-and the residential zone. *In the event that the City Forester finds that the existing trees will not provide adequate land use buffering, the Applicant is required to place the trees as required by the Zoning Code*

**Alignment with City & Department Planning Objectives**



☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐

A Reasoned Statement is best practice as it provides legal certainty for Council decisions and thereby provides Good Governance.

**Interdepartmental Coordination**
Parks and Recreation Department's City Forrester. Legal Department, Public Works Department.

**Fiscal Impact**
Costs are born by the developer.

**Legal Review**
The City Attorney has reviewed this action.

| | |
|---|---|
| **From:** | Kenny Roberts |
| **To:** | David M. Peterson; Alan Cunningham; Michael Kirkham |
| **Cc:** | Kerry Beutler |
| **Subject:** | RE: PLAT23-009 Eagle Rock Town Center Div 4 Easements |
| **Date:** | Wednesday, August 7, 2024 1:28:58 PM |
| **Attachments:** | image002.png |

David, et al,
This property is currently a single lot that has a water and sewer service running across it to the Beehive Book Store alongside a power line and other franchised utility lines. The private service lines are all existing, and because that the City has used easement language that is non-exclusive, and it is not been the City's practice to prevent property owners from crossing PUE easements with private utilities or to be able to use these areas for other uses that do not hinder the City's enjoyment of its easement, (i.e. landscaping, sprinkler lines, pavement, cross accesses, curb and gutter, concrete pads, etc). The lot split creates the necessity for the private service line easement to be created. The north lot will now have a service line that crosses the lands of the south frontage lot, (a separate ownership), creating the necessity to enter and repair/replace/maintain the existing service lines on the lands of others. The public lines and the private lines are not in the same trenches, but are in close proximity with each other. Both groups of utilities will be able benefit from the larger working area of the entire easement to operate within. I do not believe this is a violation of the terms of the City's PUE to do this.
.

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:** David M. Peterson <DMPeterson@idahofalls.gov>
**Sent:** Wednesday, August 7, 2024 8:34 AM
**To:** Kenny Roberts <KRoberts@idahofalls.gov>; Alan Cunningham <ACunningham@ifpower.org>; Michael Kirkham <MKirkham@idahofalls.gov>
**Cc:** Kerry Beutler <kbeutler@idahofalls.gov>
**Subject:** PLAT23-009 Eagle Rock Town Center Div 4 Easements

Hello everyone,

Last night we took this project back to Planning Commission for an extension on their recommendation. There was a question/concern regarding the PUE and the private utility easement occupying the same space which made its way into the motion as a condition for

recommendation. If you could each send me a written explanation as to why the easements are shown “on top of each other” and also clarifying the legality and best practices regarding easement location relative to each other that would be great.

Mike, there’s also a question/concern regarding frontage. Lot 6 on this plat does not have frontage, and some members of the commission feel the Subdivision Ordinance (which requires full frontage for every City lot) trumps the Zoning Ordinance (which defines what full frontage means and how it’s applied – requiring no frontage for commercial lots). We can go back decades finding examples of the Planning Commission recommending approval of and City Council approving plats similar to this one. Planning does not feel we have moved out of the historic interpretation and application of the code, and if I’m interpreting what occurred last night correctly, the condition for recommendation regarding this question was withdrawn in the motion. However, it would go a long way if we could get a statement from you to help sort this difference in interpretation between staff and the commission.

I’ve attached the final plat document to this email for your reference. I really appreciate your help on this, we are wanting to get this to City Council soon. Let me know if you have any questions.

Best,

David Peterson

IDAHO FALLS

Community Development Services
David Peterson | *Planner I/GIS Tech*
(208) 612-8557
DMPeterson@idahofalls.gov