



CITY COUNCIL AGENDA

City of Idaho Falls
City Council Meeting

680 Park Avenue

Thursday

June 26, 2025

7:30pm

Mayor

Rebecca Casper

City Council

Lisa Burtenshaw

Council President, Seat 2

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
Page 1 of 7

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, June 26, 2025

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) MUNICIPAL SERVICES

- 1) One KG60 Generator and Transfer Switch for Fire Station 6 25-286

Attachments: SPITFIRE GENERATOR

- 2) Treasurer's Report for April 2025 25-293

Attachments: April 2025 Treasurer's Report

(B) OFFICE OF THE CITY CLERK

- 1) City Council Minutes 25-275

Attachments: Minutes 04.10.25
Minutes 04.14.25
Minutes 04.17.25
Minutes 06.12.25

- 2) May 2025 Licensing through the Office of the City Clerk 25-276

Attachments: May 2025 NEW
May 2025 RENEWED
May 2025 Contractor

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) OFFICE OF THE CITY CLERK

- 1) Public Hearing - Denial of Alcohol License for Yellowstone Cigar Company, LLC 25-285

Darrin Brant with Yellowstone Cigar Company, LLC applied for a City of Idaho Falls Alcohol License on March 13, 2025. The Clerk's Office received the application and signed off on the Pre-Review. That was followed by approval from the Police Department and a zoning verification by Community Development Services (CDS). The zoning verification showed that Yellowstone Cigar Company LLC is located within a Traditional Neighborhood Zone (TN), which *does not allow* drinking establishments as a permitted use. Because of this, the Clerk's Office was unable to issue an Alcohol License to the applicant.

Action Item(s):

Deny Alcohol License Application #3538596 presented by Yellowstone Cigar Company LLC, as per City Code 4-3-4 (A-E) (or approve or take other action deemed appropriate).

Attachments: Notification Letter
License Application
Title 4 Chapter 3

(B) COMMUNITY DEVELOPMENT SERVICES

- 1) Public Hearing-Community Development Block Grant (CDBG) PY 2025 Annual Action Plan 25-292

Pursuant to Housing and Urban Development (HUD) requirements, entitlement cities receiving CDBG funds must complete an Annual Action Plan for the allocation year (2025). On May 14, 2025, HUD announced Program Year CDBG allocations for entitlement cities. The City of Idaho Falls will be allocated \$412,342 upon HUD approval of their 2024 CDBG Annual Action Plan. As part of the Citizen Participation Plan, pursuant to 24 CFR 91.105, the city must hold a public hearing. Public Notice was published in the Post Register on 5/3/2025 and posted on the City CDBG webpage. In addition, regular notices were communicated throughout the process to housing providers and service agencies, past and current applicants of CDBG funding, and the Mayor, City Council, and Directors. Following the public hearing, a 30-day public comment period will run 6-26-25 to 7-26-25. All comments will be considered, and at a City Council Special Meeting (Work Session) to be held July 28, 2025, recommendations for PY2025 CDBG-funded projects will be presented to Council for discussion and consideration. A resolution to approve the allocation of funds will be presented at the July 31, 2025, regular City Council meeting for final Council action. The 2025 CDBG Annual Action Plan is due to HUD on or before August 16, 2025.

Questions should be directed to Lisa Farris, Grant Administrator.

Action Item(s):

Hold a Public Hearing for the CDBG PY 2025 Annual Action Plan.

Attachments: Table of Applicants and Projects

(C) IDAHO FALLS POWER**1) IFP 25-17(A),(B) Downtown Alley Phase I****25-287**

Historic downtown Idaho Falls has three remaining alleys with overhead power lines. These lines present unique operational and aesthetic issues. This infrastructure is difficult and costly to upgrade and underground due to limited workspace in downtown alleyways. On April 10, 2025, the City Council approved the Idaho Office of Energy and Mineral Resources (OEMR) Energy Resiliency Grant Subaward agreement for \$2,000,000, which reimburses the city for \$1,200,000 (65% of the cost for underground power lines in the alleys between Broadway and A Street, A Street and B Street, and Constitution and D Street). Idaho Falls Power solicited two separate bids for Bid IF 25-17-one for General Construction (Part A) and one for Electrical Construction (Part B). IFP recommends:

- A. Reject the two bids for General Construction from Probst Electric and Arco Electric. The engineer's estimate of cost for this work was of \$500,000. Both bids of \$1,201,012.59 from Probst and \$2,174,600.00 from Arco exceed that amount. In addition, the Probst Electric bid should be considered non-responsive due to the number of exceptions to the bidding terms and contract. IFP believes this excavation work can be procured more economically on the open market.
- B. Accept the bid for the Electrical Construction from Wheeler Electric for the electrical work for \$348,000 plus a 20% contingency of \$69,600 for a total of \$417,600.

Action Item(s):

Reject bids received for IFP 25-17 for the General Construction (Part A) portion, make a factual finding and resolve that the required general construction and excavation work can be procured more economically on the open market; and give the Mayor and staff authority to secure a contract for this work in the open marketplace (or take other action deemed appropriate).

Accept and approve the bid from Wheeler Electric for the Electrical Construction (Part B) portion of the downtown alleyway upgrade project for a not-to-exceed amount of \$417,600 and give authorization to the Mayor and City Clerk to execute the necessary documents (or take other action deemed appropriate).

Attachments: Unsigned Contracts
Bid tabulation IFP 25-17

(D) PUBLIC WORKS**1) Joint Powers Agreement with Bonneville County for the Intersection of East 49th South and South 15th East****25-289**

Attached for your consideration is a JPA with Bonneville County for improvements to the intersection of East 49th South and South 15th East. The City is the local sponsor for a Local Highway Safety Improvement Program project to reconstruct this intersection. This JPA has been developed to memorialize County and City responsibilities as the project moves forward.

Public Works has concluded that coordination for the development of this intersection is in the public's best interest. Currently this intersection has 2 corners that are in the County and 2 corners within the City. The JPA stipulates that the County and City would share equally in project match requirement and

that the City will annex the intersection and maintain the traffic signal upon successful conclusion of the project.

Action Item(s):

Approve the Joint Powers Agreement (JPA) and authorize the Mayor and City Clerk to sign the document (or take other action deemed appropriate).

Attachments: Joint Powers Agreement

- 2) Vacation of Easement - A Portion of Instrument Number 835262 within Chaffin Addition, Division No. 1 25-288

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

Action Item(s):

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

(E) CITY ATTORNEY

- 1) Resolution to Waive Certain 2025 Fourth of July Fees 25-290

The City of Idaho Falls has been a long-term supporter and partner for the Fourth of July celebrations that occur within the City during the holiday. This annual resolution waives certain City fees that would otherwise be charged to the community groups and businesses that are sponsoring and organizing the 2025 Community Fourth of July Celebration.

Action Item(s):

Approve the Resolution to waive certain 2025 Fourth of July fees for services performed by the City of Idaho Falls to assist in the free, public Fourth of July activities and give authorization for the Mayor and City Clerk to execute the necessary documents (or take other action deemed appropriate).

Attachments: Resolution

- 2) 2025 Indemnification Agreement for the 2025 Independence Day Fireworks Show 25-291

Melaleuca, Inc., produces and provides to the community free of charge an annual fireworks show. To ensure that the fireworks can be seen by spectators, Melaleuca has requested that the City extinguish some street lights near and during the fireworks.

The City has installed and maintains streetlights as a safety and security measure and to improve the aesthetics of the community. Pedestrians, drivers, and others in the community rely on the

streetlights. In exchange for the City's agreement to extinguish the streetlights identified in the agreement, Melaleuca has agreed to indemnify the City for any claims that may arise against the City as a result of the extinguishing of the streetlights.

The City and Melaleuca have entered into the proposed agreement for many years. The terms of the agreement are virtually identical as the previous agreements.

Action Item(s):

Approve the 2025 Indemnification agreement and direct the Mayor and City staff to execute the necessary documents (or take other action deemed appropriate.)

Attachments: Indemnification Agreement

- 6. Announcements
- 7. Adjournment

Memorandum

File #: 25-286

City Council Meeting

FROM: Pam Alexander, Municipal Services Director
DATE: Monday, June 9, 2025
DEPARTMENT: Municipal Services

Subject

One KG60 Generator and Transfer Switch for Fire Station 6

Council Action Desired

- ☐ Ordinance
 ☐ Resolution
 ☐ Public Hearing
 ☒ Other Action (Approval, Authorization, Ratification, etc.)

Accept and approve the purchase of one KG60 generator and transfer switch from the Sourcewell cooperative purchasing contract #092222-KOH from Wheeler Electric, Inc. for a total of \$117,545.00 (or take other action deemed appropriate).

Description, Background Information & Purpose

The purchase and installation of the generator for Fire Station 6, located at 2767 Spitfire Street, 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 supports 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 through the approved Fire Station 7 capital improvement projects budget.

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 the Sourcewell cooperative purchasing contract #092222-KOH, and confirms that the contract

was the product of a competitive solicitation process.



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.

JUNE 5, 2025

ATTN: PAUL RADFORD

PHONE: 208.612.8506

EMAIL: PRADFORD@IDAHOFALLS.GOV

SOURCEWELL CONTRACT 092222-KOH I.F. FIRE STATION -
SPITFIRE GENERATOR

<u>ELECTRICAL WORK & GENERATOR -</u>	<u>\$ 109,345.00</u>
<u>TRANSFER SWITCH -</u>	<u>\$ 8,200.00</u>
<u>TOTAL -</u>	<u>\$ 117,545.00</u>

❖ WE **ARE INCLUDING** THE FOLLOWING:

- PROVIDE AND INSTALL NEW 120/208V THREE PHASE KG60 GENERATOR WITH (1) 100A TRANSFER SWITCH.
- PROVIDE AND INSTALL CONDUIT AND CABLING.
- PROVIDE AND INSTALL GENERATOR ANNUNCIATOR IN THE ELECTRICAL ROOM.
- PROVIDE AND INSTALL CONCRETE GENERATOR PAD.
- PROVIDE AND INSTALL GROUNDING.
- PROVIDE AND INCLUDE FACTORY START-UP WITH TRAINING.
- ASSUME THIS PROJECT TO BE THE EXACT LAYOUT AS FIRE STATION #7.
- PROVIDE ELECTRICAL PERMITS AS REQUIRED.
- ASSUME A 4-10 (M-TH) SCHEDULE, NO HOLIDAYS OR OVERTIME INCLUDED.

❖ WE **ARE EXCLUDING** THE FOLLOWING:

- ALL OWNER PROVIDED AND/OR INSTALLED ITEMS.
- PROVIDE AND INSTALL TEMPORARY POWER AND LIGHTING.
- ANY POWER COMPANY COSTS.
- ANY CONCRETE/ASPHALT DEMO OR REPAIR. (EXCEPT NEW GENERATOR PAD).
- ANY PAINTING OR PATCHING.
- ALL MECHANICAL INCLUDING NATURAL GAS LINE HOOK-UP.
- EXCLUDE ALL BONDING. ADD 1.5% IF NECESSARY.

WHEELER ELECTRIC, INC.

AN EQUAL EMPLOYMENT OPPORTUNITY EMPLOYER

❖ **APPROXIMATE LEAD TIMES TO SHIP AFTER APPROVED ORDER:**

- GENERATOR – 20-22 WEEKS.
- TRANSFER SWITCH – 14-16 WEEKS.

~ THANK YOU FOR THE OPPORTUNITY TO PROVIDE THIS PROPOSAL. ~

Dennis Hoopes – dennish@wheelerelectric.com

PROPOSAL TERMS:

- Due to the current issues surrounding tariffs, 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 owner/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.**

WHEELER ELECTRIC, INC.

AN EQUAL EMPLOYMENT OPPORTUNITY EMPLOYER

Memorandum

File #: 25-293

City Council Meeting

FROM: Mark Hagedorn, City Treasurer
DATE: Thursday, June 19, 2025
DEPARTMENT: Municipal Services

Subject

Treasurer's Report for April 2025

Council Action Desired

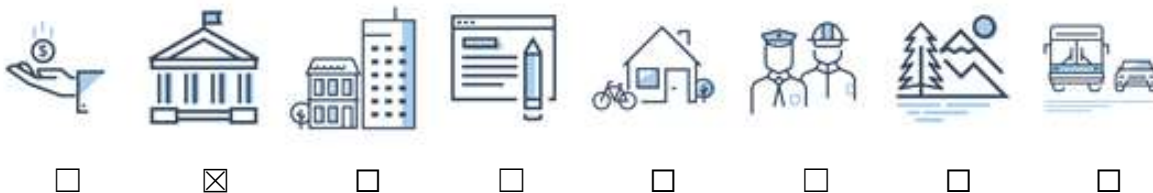
- ☐ Ordinance ☐ Resolution ☐ Public Hearing
☒ Other Action (Approval, Authorization, Ratification, etc.)

Approve the Treasurer's Report for April 2025 (or take other action deemed appropriate).

Description, Background Information & Purpose

Please find the attached monthly Treasurer's Report for April 2025. This report is required for City Council review and approval pursuant to Idaho Statutes Title 50-208(1). For the month of April 2025, cash and investments total \$210.0M. Total fiscal year-to-date receipts received and reconciled to the general ledger were reported at \$160.0M, which includes revenues of \$81.8M for charges for services, taxes and intergovernmental revenues of \$53.7M and \$24.5M from other revenue sources. Total fiscal year-to-date distributions reconciled to the general ledger were reported at \$138.8M. This includes salary and benefits of \$53.0M, operating costs of \$59.8M, and capital and other expenditures of \$26.0M

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

NA

Fiscal Impact

NA

Legal Review

NA



City of Idaho Falls

Treasurer's Report

April 30, 2025

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Page 3 Cash by Fund - Balances for the reported month in comparison to previous years

Page 4 Revenue and Expenditure Summary - Significant categories in relation to the overall budget

Page 5 Summary of Significant Adjustments - Adjustments made by Finance office

Prepared By: Mark Hagedorn, City Treasurer



City of Idaho Falls
Bank Reconciliation Summary
April 30, 2025

Account By Institution:	Beginning Bank Balances	Deposits	Withdrawals	Ending Bank Balances
Mountain West- Workers Comp	\$ 100,000	\$ -	\$ -	\$ 100,000
Bank of Idaho 8013 Utilities	1,000,000	11,273,224	(11,273,224)	1,000,000
Bank of Idaho 1952 PFC	3,727,606	279,904	(163,977)	3,843,533
Bank of Idaho 2720 Payroll	1,000,000	7,220,019	(7,220,019)	1,000,000
Bank of Idaho 9134 Accounts Payable	-	10,852,645	(10,852,645)	-
Bank of Idaho 2845 Treasurer's Office	1,281,598	8,079,701	(7,769,397)	1,591,902
Bank of Idaho 2886 Sweep	2,428,036	40,201,598	(37,877,561)	4,752,074
Bank of Idaho 1500- Vendor Payments	-	534,695	(534,695)	-
Frontier Bank 0590- Evidence	780,509	1,368	-	781,877
Wells Fargo 0017- Safe Keeping	533,052	12,489,709	(12,654,948)	367,813
Wells Fargo 0962- Grants	-	-	-	-
Wells Fargo 4394-Power Payments	-	92,247	(92,247)	-
Wells Fargo 7687-EMS	-	366,691	(366,691)	-
Investment Portfolio	199,371,754	6,470,681	(11,495,930)	194,346,505
Total Financial Institution Balances	\$ 210,222,555	\$ 97,862,481	\$ (100,301,333)	\$ 207,783,703
Reconciling Items:	Beginning	Deposits	Withdrawals / Market Value	Ending
Current Reconciling Items	\$ 279,073	\$ (1,974,799)	\$ 3,958,472	\$ 2,262,746
Total Reconciled Balances	\$ 210,501,627	\$ 95,887,682	\$ (96,342,861)	\$ 210,046,448
General Accounting Ledger	Beginning Ledger Balances	Debits	Credits	Ending Ledger Balances
Cash (Accounts 101 and 102)	\$ 135,685,395	\$ 52,873,989	\$ (52,185,843)	\$ 136,373,541
Designated/Restricted Cash (106 and 107)	58,388,092	673,247	(1,275,245)	57,786,093
MERF Cash (105)	16,350,120	567,413	(1,018,261)	15,899,272
Payroll Liability Cash (80)	78,020	4,143,115	(4,233,592)	(12,458)
Monthly Reconciling Items				
Total General Ledger Balances	\$ 210,501,627	\$ 58,257,763	\$ (58,712,941)	\$ 210,046,448



City of Idaho Falls
Summary of Cash by Fund and Year
April 30, 2025

#	FUND	2022	2023	2024	2025
1	GENERAL FUND	\$ 24,644,309	\$ 26,627,172	\$ 28,522,428	\$ 28,164,727
2	GENERAL CIP FUND	-	-	-	-
10	STREET FUND	5,132,098	8,556,497	12,495,004	12,709,540
11	RECREATION FUND	293,845	291,391	263,408	639,586
12	LIBRARY FUND	3,686,290	4,239,920	4,044,219	4,002,995
13	AIRPORT PFC FUND	1,197,576	2,255,596	2,731,456	3,843,533
15	EL. LT. WEATHERIZATION FD	3,726,385	-	-	-
16	BUSINESS IMPROVEMENT DISTRICT FUND	107,445	30,582	45,309	18,340
18	GOLF FUND	(305,458)	(493,868)	(447,989)	32,338
19	RISK MANAGEMENT FUND	3,665,578	4,080,727	4,686,805	4,645,876
20	HEALTH INSURANCE FUND	4,526,127	4,586,136	5,023,290	6,728,835
21	AIRPORT CFC FUND	-	49,980	511,671	1,050,085
23	EMERGENCY MEDICAL SERVICES FUND	(92,265)	1,211,103	2,598,419	2,685,421
24	WILDLAND FIRE FUND	657,472	825,191	928,849	1,518,819
32	POLICE IMPACT FEES FUND	-	100,335	595,511	1,503,440
33	FIRE IMPACT FEES FUND	-	36,121	381,818	1,189,624
34	PARKS IMPACT FEES FUND	-	90,514	972,515	2,821,200
35	STREETS IMPACT FEES FUND	-	401,470	2,600,215	6,678,598
41	PUBLIC WORKS CIP FUND	2,577,001	2,797,969	3,119,905	3,905,066
42	STREET CIP FUND	833,495	971,123	4,175,762	1,183,010
43	BRIDGE & ARTERIAL FUND	859,958	987,039	1,327,400	624,777
45	SURFACE DRAINAGE FUND	194,214	166,230	-	-
46	TRAFFIC LIGHT CIP FUND	1,339,885	1,285,041	1,490,484	1,309,304
47	PARKS CIP FUND	(100,840)	(60,953)	(152,057)	1,728
48	FIRE CIP FUND	-	-	-	1,460
49	ZOO CIP FUND	403,050	565,671	751,939	932,107
50	FRONTIER CENTER CIP FUND	200,553	206,280	917,328	1,672,897
51	GOLF CIP FUND	(2,226)	224,285	298,091	447,966
52	POLICE CIP FUND	(772,107)	(910,869)	(3,326,302)	(202,161)
60	AIRPORT FUND	(496,697)	1,249,014	(5,920,811)	1,926,286
61	WATER FUND	18,938,682	20,926,174	24,578,306	27,781,787
62	SANITATION FUND	6,000,640	6,431,357	7,135,938	7,980,602
64	IDAHO FALLS POWER FUND	35,973,485	54,590,675	50,534,309	58,509,554
67	FIBER FUND	598,475	1,430,095	1,021,473	1,089,160
68	WASTEWATER FUND	30,056,992	29,415,299	24,913,770	24,649,947
TOTAL		\$ 143,843,961	\$ 173,163,298	\$ 176,818,463	\$ 210,046,448



City of Idaho Falls
Monthly Revenue and Expenditure Summary
April 30, 2025

Revenue

Fund Type	Taxes / Intergovernmental	Charges for Services	Permits / Fees	Interest	Other Revenue Sources	Total	Budget	%
General Fund	\$ 40,617,450	\$ 1,103,519	\$ 1,204,023	\$ 449,195	\$ 2,652,342	\$ 46,026,529	\$ 72,391,963	63.58%
Special Revenue Funds	10,634,266	6,721,858	14,223	353,804	1,481,679	19,205,830	31,070,595	61.81%
Impact Fee Funds	-	-	3,482,378	195,006	-	3,677,384	4,057,270	90.64%
Internal Service Funds	-	-	-	61,695	2,161,577	2,223,272	3,525,000	63.07%
Capital Improvement Funds	2,173,030	198,356	-	129,242	925,414	3,426,042	8,673,618	39.50%
Enterprise Funds	331,544	73,772,333	-	2,397,733	8,950,993	85,452,603	191,272,482	44.68%
Total Revenue	\$ 53,756,291	\$ 81,796,066	\$ 4,700,624	\$ 3,586,675	\$ 16,172,004	\$ 160,011,658	\$ 310,990,928	51.45%

Expenditures

Fund Type	Personnel Cost	Current Operating Expenditures	Capital	Debt	Interfund	Total	Budget	%
General Fund	\$ 30,493,007	\$ 12,696,025	\$ 2,649,032	\$ 994,346	\$ (7,250,311)	\$ 39,582,099	\$ 76,955,349	51.44%
Special Revenue Funds	8,094,201	5,085,891	1,454,499	-	1,160,700	15,795,291	39,623,969	39.86%
Impact Fee Funds	-	-	-	-	-	-	7,638,000	0.00%
Internal Service Funds	54,515	2,277,613	-	-	-	2,332,128	30,676,227	7.60%
Capital Improvement Funds	-	574,474	2,035,808	-	(38,514)	2,571,768	14,638,917	17.57%
Enterprise Funds	14,361,702	39,227,685	22,360,943	2,920,059	(365,329)	78,505,060	203,138,218	38.65%
Total Expenditures	\$ 53,003,425	\$ 59,861,688	\$ 28,500,282	\$ 3,914,405	\$ (6,493,454)	\$ 138,786,347	\$ 372,670,680	37.24%



City of Idaho Falls Summary of Significant Adjustments April 30, 2025

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

A budget adjustment of \$336,076.00 was made from 060-8001-601.80-02 Debt Service / Interest Payments to 060-8001-601.76-00 Administration/All Other Equipment for parking system not needed for interfund loan interest payments since grant funding came in the prior fiscal year.

A budget adjustment of \$ 1,488,000.00 was made from 001-2701-364.36-00 Contributions / Parks Donations to 001-2701-331.01-00 Intergovernmental / Any Federal Grant. This was done to move budget and actuals for Parks trail state grant to the correct accounts.

File #: 25-275

City Council Meeting

FROM: Emily Geisler, City Clerk
DATE: Monday, June 2, 2025
DEPARTMENT: Mayor's Office

Subject

City Council Minutes

Council Action Desired

- ☐ Ordinance
 ☐ Resolution
 ☐ Public Hearing
 ☒ Other Action (Approval, Authorization, Ratification, etc.)

Approve the City Council Minutes from April 10, 14, & 17 and June 12, 2025

Description, Background Information & Purpose

Attached are the following:

- April 10, 2025, City Council Meeting Minutes
- April 14, 2025, City Council Work Session Minutes
- April 17, 2025, City Council Meeting Minutes
- June 12, 2025, Special Meeting Minutes

Alignment with City & Department Planning Objectives



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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



City Council Meeting Minutes

680 Park Avenue
Idaho Falls, ID

Thursday, April 10, 2025

7:30 PM

City Council Chambers

1. Call to Order

Present:

Mayor Rebecca L Noah Casper

Councilor Kirk Larsen

Council President Lisa Burtenshaw

Councilor John Radford

Councilor Jim Freeman

Councilor Jim Francis **Arrived at 8:56 PM from City Mediation*

Councilor Michelle Ziel-Dingman **Arrived at 9:01 PM from City Mediation*

Also present:

PJ Holm, Parks and Recreation Director

Wayne Reiter, Ardurra

Duane Nelson, Fire Chief

Bryce Johnson, Police Chief

Bear Prairie, General Manager, IF Power

Pam Alexander, Municipal Services Director

Mark Hagedorn, Finance Manager / Treasurer

Megan Conrad (via Teams), Elam & Burke

Jalen Fuhrman, Eagle Rock Engineering

Travis Payne, Connect Engineering

Emily Geisler, City Clerk

Brad Cramer, Perspective Planning & Consulting

Wade Sanner, Community Development Services Director

Michael Kirkham, City Attorney **Arrived at 9:04 PM from City Mediation*

2. Pledge of Allegiance

Director Holm led those present in the Pledge of Allegiance.

3. Public Comment

No one appeared.

4. Consent Agenda

A. Office of the Mayor

- **25-220** Appointment of Lonnie Mollberg to the Golf Advisory Board and the reappointment of Jeff Newgard to the War Bonnet Advisory Committee

B. Municipal Services

- **25-168** Enterprise Resource Planning (ERP) software Contracts ****Moved to Regular Agenda per request from Councilor Francis delivered to Mayor Casper (New agenda item F. 2)***

C. Public Works

- **25-214** Bid award for storm improvements for \$583,182 to Sunroc Corporation DBA Depatco

D. Idaho Falls Power

- **25-184** Power Board meeting minutes from February 12, 2025

- **25-186** Bid award for transformer inventory for \$315,406.40
- E. Airport
 - **25-202** Minutes from the Board of Directors meeting on February 28, 2025
- F. City Attorney
 - **25-208** Approval for the Downtown Parking Memorandum of Understanding.
- G. Office of the City Clerk
 - **25-189** City Council Meeting Minutes (12/19/2024, 1/9/2025, 1/30/2025, 2/13/2025, 2/27/2025)
 - **25-200** City Council Work Session Minutes (1/27/2025, 2/18/2025)
 - **25-201** City Council Meeting Minutes-2025 Budget Retreat (2/21/2025)

Motion 1: Approve, accept or receive all items on the Consent Agenda according to the recommendations presented.

- Moved by: Councilor Burtenshaw
- Second: Councilor Larsen
- Vote: Burtenshaw – Yes, Freeman – Yes, Larsen – Yes, Radford – Aye (Absent for this vote: Dingman, Francis)
- Motion carries.

5. Regular Agenda

A. Parks and Recreation

1. **25-218** Playground Equipment at Willowbrook and Antares parks.

Presentation by Director Holm:

The Parks and Recreation Department of Idaho Falls plans to replace several playgrounds each year, as budgeted. This year, they are replacing two, including new equipment at Willowbrook Park and Antares Park. Big T Recreation from Draper, Utah, won the bid to install both for a total cost of \$99,165. The city has 26 playgrounds, making for a rough 13-year replacement cycle at the two-per-year rate, though this may accelerate with additional replacements under threshold limits.

The typical lifespan of playgrounds is around 20 years, but actual replacements depend on wear, tear, and ongoing maintenance. Council members discussed the importance of maintaining and updating equipment, even though it's a large expense, recognizing its impact on community well-being.

There was additional discussion around introducing more adventurous or challenging equipment to promote resilience in children, observations of increased use at newly updated playgrounds like South Capital Park, a suggestion to consider adding senior-friendly playgrounds or gathering areas, possibly with balance equipment or chess tables, and the broader social value of parks and playgrounds as part of city livability and childhood development.

Motion: Accept the proposal from Big T Recreation for purchase and installation of playground equipment at Willowbrook and Antares parks for \$99,165.

- Moved by: Councilor Radford
- Second: Council President Burtenshaw
- Vote: Burtenshaw – Yes, Freeman – Yes, Larsen – Yes, Radford – Aye (Absent for this vote: Dingman, Francis.)
- Motion carries.

2. 25-222 2025 Idaho Falls Zoo Proposed Fee Increases, Public Hearing

Presentation by Director Holm:

Director Holm explained the rationale behind a proposed fee increase at the Idaho Falls Zoo. Since the Parks and Recreation budget is prepared far in advance, adjustments like this sometimes arise post-season due to changing costs and priorities. In line with the City Council's goal to "rightsize" user fees and better distinguish between resident and non-resident usage, the department proposes raising the non-resident zoo entry fee from \$10 to \$12. Idaho Falls residents will be able to obtain a Recreation Discount Card—by verifying residency at the Recreation Center—allowing them to still pay \$9, essentially the same (resident) rate as before.

The intent is to have non-residents, who do not contribute to the zoo through local taxes, bear more of the cost. Holm noted that approximately 46% of zoo visitors are from outside the local area, and emphasized that even with the increase, the zoo remains affordable compared to similar regional attractions.

City Council members expressed support for the change, noting it helps balance revenue and operating costs while highlighting the value of the zoo experience. The increase aims to reduce the tax burden and better fund zoo operations.

Motion: Council approve the increase of the base fee for the Zoo entrance from \$10 to \$12 in accordance with the hearing.

- Moved by: Council President Burtenshaw
- Second: Councilor Radford
- Vote: Burtenshaw – Yes, Freeman – Yes, Larsen – Yes, Radford - Aye (Absent for this vote: Dingman, Francis.)
- Motion carries.

B. Airport

1. 25-203 Consideration of Resolution Approving 2025 Idaho Falls Regional Airport Master Plan

Presentation by Director Turner and Wayne Reiter (via Teams): (Please note that the agenda is broken into 2 parts on the website as this packet was too large for Legistar.)

The City of Idaho Falls is finalizing a new Airport Master Plan, a comprehensive document that outlines the development and operational goals of the airport over a 20-year period. The plan, nearly four years in the making, was delayed in part by COVID-19 impacts on the aviation industry and a change in airport leadership.

Key Elements of the Plan Include:

- **Terminal Area:** Major investments such as an expanded terminal, a three-level parking garage, improved road access (Skyline Drive), a new control tower, airport fire station, and maintenance facilities.
- **East Side:** Retains runway 17/35, adds small hangars, and enhances drainage infrastructure.
- **South Quadrant:** Adds corporate hangars, taxi lanes, and aircraft parking.
- **West Side:** Introduces a new taxiway for FedEx and potential cargo expansion, with future land acquisition designated for aviation development. Existing soccer fields will remain for now but are marked for future airport use.

Total estimated cost: \$390 million over 20 years — \$280 million for terminal upgrades and \$55 million for airfield improvements.

The plan also underwent an extensive public engagement process, including five public meetings and a 30-day comment period. A Technical Advisory Committee (TAC) with City staff, tenants, and community members provided input.

It was noted that while the plan covers 20 years, updates are typically done every 5–10 years based on FAA guidelines.

Motion: Approve the resolution adopting the 2025 Idaho Falls Regional Airport Master Plan.

- Moved by: Council President Burtenshaw
- Second: Councilor Freeman
- Vote: Burtenshaw – Yes, Freeman – Yes, Larsen – Yes, Radford – Aye (Absent for this vote: Dingman, Francis.)
- Motion carries.

C. Fire Department

1. **25-210** International Fire Code Ordinance

Presentation by Chief Nelson:

Officials discussed adopting updates to Title 7, Chapter 10 of the City ordinance to align with the 2018 edition of the *International Fire Code* (IFC), which is currently recognized by the State of Idaho. The goal is to update fire safety standards, including apparatus access road widths (set to 26 feet), turning radius, and access requirements for emergency services at residential and commercial properties. These changes are especially relevant due to the rise in multifamily housing, which has led to tighter developments and fire access challenges.

Some Council members expressed concern over language suggesting adoption of the "most current" IFC, clarifying that the 2018 version is the latest adopted by the state—not the nationally most recent edition (2021 or 2024). The Council emphasized balancing safety needs with affordable housing and density goals. The discussion highlighted collaboration between fire and planning departments to ensure safety without

compromising efficient land use. Final decisions await further guidance from the state fire marshal and potential future state code updates.

Motion: Approve the Ordinance amending sections 7-10-1 through 7-10-5 adopting the International Fire Code under a suspension of the rules requiring three complete and separate readings and request that it be read by title and published by summary.

- Moved by: Councilor Freeman
- Second: Councilor Radford
- Vote: Burtenshaw – Yes, Freeman – Yes, Larsen – Yes, Radford – Aye (Absent for this vote: Dingman, Francis.)
- Motion carries.

Ordinance Title Read: AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO; PROVIDING FOR THE AMENDMENT OF TITLE 7, CHAPTER 10 OF THE IDAHO FALLS CITY CODE TO PROVIDE FOR THE ADOPTION OF THE INTERNATIONAL FIRE CODE, 2018 EDITION PROVIDING SEVERABILITY, CODIFICATION, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE.

D. Police Department

1. **25-219** Graffiti Ordinance Update

Presentation by Chief Johnson:

Chief Johnson presented a minor correction to the recently updated graffiti removal ordinance. The change involves removing the word "City" from a clause that previously stated the City must remove graffiti, even when doing so could cause irreparable harm to the property. The corrected language now simply refers to "removal," making it clear that either the City or the property owner is exempt from removal if it would damage the property. The amendment is a simple two-word fix to clarify intent and avoid confusion. There were no questions from the Council.

Motion: Approve the Ordinance updating City Code Title 5, Chapter 10, Section 6 under a suspension of the rules requiring three complete and separate readings and request that it be read by title and published by summary.

- Moved by: Councilor Freeman
- Second: Councilor Larsen
- Vote: Aye: President Burtenshaw, Freeman, Larsen, Radford. Nay: none (Absent for this vote: Dingman, Francis.)
- Motion carries.

Ordinance Title Read: AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO; AMENDING TITLE 5, CHAPTER 10, SECTION 6 OF THE IDAHO FALLS CITY CODE, CLARIFYING PROPERTY OWNER'S RESPONSIBILITY TO REMOVE GRAFFITI AND PROVIDING EXCEPTIONS TO REMOVAL WHERE REMOVAL WILL

CAUSE IRREPARABLE HARM TO PROPERTY, PROVIDING SEVERABILITY, CODIFICATION, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE.

E. Public Works

1. **25-215** Bid Award – Water Meter Box Installation 2025 Phase II

Presentation by Councilor Larsen, Mayor Casper, and Councilor Freeman:

The Council discussed an ongoing infrastructure project to install water meter boxes throughout the city, focusing currently on an area near the soccer fields on the west side. Two bids were received, both over the engineer's estimate, but one was lower and selected. Council members emphasized that this is a phased approach to a large-scale plan to eventually install water meters citywide. For now, the installations will only include meter boxes, with the actual meters to be added later.

Motion: Approve the plans and specifications; award to the lowest responsive, responsible bidder, JM Concrete, Inc. in the amount of \$1,151,410.00; and give authorization for the Mayor and City Clerk to execute the necessary documents.

- Moved by: Councilor Larsen
- Second: Council President Burtenshaw
- Vote: Burtenshaw – Yes, Freeman – Yes, Larsen – Yes, Radford – Aye (Absent for this vote: Dingman, Francis.)
- Motion carries.

2. **25-216** Negotiated Contract – Elevated Water Supply Line with JM Concrete Incorporated

Presentation by Council President Burtenshaw:

The Council discussed a negotiated contract related to the new elevated water tower project. A scheduled bid opening on February 19th for the supply line to the tower received no bids, prompting the Council to approve moving to the open market at the March 20, 2025 meeting. Since the water tower cannot function without a water supply line, the project proceeded via a negotiated contract, which is allowed under state law when no bids are received. A contractor has since been found to complete the necessary water line from Well 3 to the tower.

Motion: Approve the plans, specifications and negotiated contract with JM Concrete, Inc., in the amount of \$470,505.00; and give authorization for the Mayor and City Clerk to execute the necessary documents.

- Moved by: Councilor Larsen
- Second: Council President Burtenshaw
- Vote: Burtenshaw – Yes, Freeman – Yes, Larsen – Yes, Radford – Aye (Absent for this vote: Dingman, Francis.)

- Motion carries.

3. **25-217** Cooperative Agreement and Resolution with the Idaho Transportation Department for City of Idaho Falls Lighting Upgrades

Presentation by General Manager Prairie:

City officials provided background on a long-awaited project in partnership with the Idaho Transportation Department (ITD) to upgrade street lighting along Yellowstone Highway and other state-owned roads in Idaho Falls. Although the City will perform the work, the state will reimburse costs through a formal agreement. Idaho Falls Power, acting as a subcontractor for the City's Streets Department, will handle installation due to its equipment and expertise. The upgrades will replace outdated and temporary overhead wiring with modern, energy-efficient, underground systems that also support Dark Skies lighting standards to reduce light pollution. Officials emphasized the importance of careful fund use, inter-agency cooperation, and how public ownership and familiarity with the system allow the City to deliver more cost-effective results than private contractors. In addition to lighting, the project will improve sidewalks and accessibility, enhancing the Yellowstone corridor's appearance and functionality as a city gateway.

Motion: Approve the Cooperative Agreement and Resolution with the Idaho Department of Transportation (ITD) for the City of Idaho Falls Lighting Upgrades project and authorize the Mayor and City Clerk to sign the necessary documents.

- Moved by: Councilor Larsen
- Second: Council President Burtenshaw
- Vote: Burtenshaw – Yes, Freeman – Yes, Larsen – Yes, Radford – Aye (Absent for this vote: Dingman, Francis.)
- Motion carries.

F. Municipal Services

1. **25-207** Bid IF-25-018, 2025 Water Line Concrete and Asphalt Surface Repair for Public Works

Presentation by Director Alexander:

The City Council reviewed a bid (IF-2025-018) for the 2025 Water Line Concrete and Asphalt Surface Repairs project, which involves purchasing various materials like curb, gutter, concrete, rebar, and asphalt for public works field operations. Two bids were received, and the contract—estimated at \$776,595—was awarded to the lowest responsive, responsible bidder, JM Concrete. The estimate was based on three years of historical data related to water line surface repairs. No questions were raised by Council members.

Motion: Accept and approve the bid received from the lowest responsive and responsible bidder, JM Concrete, for an estimated total of \$776,595.00.

- Moved by: Councilor Larsen

City Council Meeting Minutes

680 Park Avenue
Idaho Falls, ID

- Second: Council President Burtenshaw
- Vote: Burtenshaw – Yes, Freeman – Yes, Larsen – Yes, Radford – Aye (Absent for this vote: Dingman, Francis.)
- Motion carries.

2. 25-168 Enterprise Resource Planning (ERP) software Contracts **Moved from Consent Agenda*

Presentation by Finance Manager Hagedorn:

City staff provided an update on a previously approved project to upgrade the City's Enterprise Resource Planning (ERP) system to a more modern financial software. Since the original approval, the project scope has expanded to include additional features such as grant tracking software, expense mapping, and improved HR functionality. These enhancements are designed to increase efficiency, reduce the need for future staffing, and improve data transparency and integration. The additional cost for these upgrades is approximately \$525,000, which is considered a worthwhile investment for long-term operational efficiency. Council members emphasized the importance of keeping up with technology to ensure accurate, efficient, and transparent governance, noting this shift has been years in the making and aligns with broader City goals.

Motion: Approve the Statement of Work contracts for the implementation of the new Enterprise Resource Planning (ERP) software by Strada & Sprypoint & Whitlock Consulting Group for a total of \$4,372,551 and authorize the Mayor and City Clerk to sign all the necessary documents for all contracts.

- Moved by: Council President Burtenshaw
- Second: Councilor Larsen
- Vote: Burtenshaw – Yes, Freeman – Yes, Larsen – Yes, Radford – Aye (Absent for this vote: Dingman, Francis.)
- Motion carries.

G. City Attorney

1. 25-209 Amendment to Naming Rights Agreement with Frontier Credit Union

Presentation by Director Alexander:

The City Council discussed an amendment to the naming rights agreement with Frontier Credit Union for the Frontier Center for the Performing Arts. Frontier Credit Union, in exchange for extending the naming agreement by an additional 10 years, is contributing an extra \$900,000 toward the expansion of the Frontier Center lobby. This includes the installation of ADA-compliant restrooms and improvements for public accessibility. The total 50-year agreement will now be worth \$4.4 million. Council members expressed appreciation for Frontier's generosity, which helped address a budget shortfall caused by

unexpected construction costs. The additional donation will help cover construction expenses and avoid delays or inflation-related increases in exchange for advertising.

Motion: Approve the Amendment to the Naming Rights Agreement with Frontier Credit Union.

- Moved by: Council President Burtenshaw
- Second: Councilor Larsen
- Vote: Burtenshaw – Yes, Freeman – Yes, Larsen – Yes, Radford – Aye (Absent for this vote: Dingman, Francis.)
- Motion carries.

2. 25-211 Ordinance Repealing the City’s Daycare and Childcare Worker Licensing Regulations in Chapter 3, of Title 6, of the City Code

Presentation by Mayor Casper, Councilor Radford, and Emily Geisler:

The City Council discussed the impact of two recently passed state bills—House Bill 243 and House Bill 312—on childcare regulation. House Bill 243 removes the City’s authority to regulate childcare, transferring that responsibility to the state effective July 1st. As a result, the Council is voting to repeal a City ordinance that provided stricter childcare regulations than the state’s. Councilor Francis wanted to make it clear to the public that, when the ordinance is rescinded, three basic background checks would disappear – misdemeanor assault, misdemeanor battery, and violation of the Civil Protection Order. The City has informed local daycare providers about the shift, and parents are encouraged to stay vigilant when choosing childcare facilities. Council members also noted that although this change reduces local regulation, the state still maintains certain safeguards, like enhanced background checks for childcare workers. The repeal aims to comply with state law, but some Council members voiced hope for future legislative action to address concerns at the state level.

Motion: Approve the Ordinance repealing the daycare and childcare worker licensing regulations found in Chapter 3, of Title 6, of the City Code under a suspension of the rules requiring three complete and separate readings and request that it be read by title and published by summary.

- Moved by: Councilor Radford
- Second: Councilor Larsen
- Vote: Burtenshaw – Yes, Dingman – Yes, Francis – Aye, Freeman – Yes, Larsen – Yes, Radford – Aye
- Motion carries.

Ordinance Title Read: AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO; REPEALING CHAPTER 3 OF TITLE 6 TO REPEAL THE

CITY'S REGULATION OF DAY CARE FACILITIES AND WORKERS; PROVIDING SEVERABILITY, CODIFICATION, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE.

H. Community Development Services

1. **25-199** Final Plat, Development Agreement and Reasoned Statement of Relevant Criteria and Standards, MK Simpson Center Division No. 3

Discussion, presented by Councilor Larsen:

The City Council discussed a final plat consideration for a development project on MK Simpson Boulevard. This plat has not been finalized before, and the property owner/developer is looking to move forward with the project. The project is part of ongoing development in the area.

Motion 1: Approve the Development Agreement for the Final Plat for MK Simpson Center Division No. 3 and give authorization for the Mayor and City Clerk to sign said agreement.

- Moved by: Councilor Larsen
- Second: Councilor Radford
- Vote: Burtenshaw – Yes, Dingman – Yes, Francis – Aye, Freeman – Yes, Larsen – Yes, Radford – Aye
- Motion carries.

Motion 2: Accept or Approve the Final Plat for MK Simpson Center Division No. 3 and give authorization for the Mayor, City Engineer, and City Clerk to sign said Final Plat.

- Moved by: Councilor Larsen
- Second: Councilor Radford
- Vote: Burtenshaw – Yes, Dingman – Yes, Francis – Aye, Freeman – Yes, Larsen – Yes, Radford – Aye
- Motion carries.

Motion 3: Approve the Reasoned Statement of Relevant Criteria and Standards for the Final Plat for MK Simpson Center Division No. 3 and give authorization for the Mayor to execute the necessary documents.

- Moved by: Councilor Larsen
- Second: Councilor Freeman
- Vote: Burtenshaw – Yes, Dingman – Yes, Francis – Aye, Freeman – Yes, Larsen – Yes, Radford – Aye
- Motion carries.

2. **25-195** Legislative Hearing: Consideration of an Ordinance approving Snake River West Urban Renewal District

Presentation by Wade Sanner, Brad Cramer and Meghan Conrad (via Teams):

The discussion revolves around a public hearing regarding the creation of a new urban renewal district. The hearing included a review of an eligibility study and the financial feasibility of the proposed development. Key points included:

1. **Missing Paperwork:** At the previous meeting, some documents were missing from the packet, so the Council is reviewing the issue again, starting from scratch.
2. **Property Owner Update:** The property owner adjacent to the redevelopment area, Kittie Sieh, initially had concerns, but after discussions with City officials, she is now in agreement with being included in the district.
3. **Financial Feasibility Study:** Consultant Brad Cramer presented the financial feasibility of the district, showing that the proposed developments, including a 272-unit apartment complex and possibly a hotel, are economically viable. The study assumes conservative estimates, such as a 2% annual increase in valuation and a 1% decrease in the tax levy, with the developer taking on the risk for the project's success.
4. **Infrastructure Development:** The proposed infrastructure improvements, such as road construction and utilities, would be funded by the tax increment financing (TIF), with the developer fronting the costs. The revenues from these developments would be sufficient to cover these costs by 2044, with earlier payoffs if higher-value hotels are included.
5. **Public Process:** The urban renewal plan has gone through extensive public outreach, including notices and meetings with the public and City planning commission to ensure conformity with the City's comprehensive plan.
6. **Council Comments:** Council members expressed appreciation for the conservative approach to funding the projects, ensuring that if there are surplus funds, they are reinvested into the City's future improvements, particularly downtown development.
7. **Legal and Administrative Costs:** The 25% of the tax increment revenue retained by the agency covers ongoing operational costs, including legal fees, administrative support, and compliance with regulations.

There was no public testimony.

Motion: Approve the Reasoned Statement of Relevant Criteria and Standards for the Final Plat for MK Simpson Center Division No. 3 and give authorization for the Mayor to execute the necessary documents.

- Moved by: Councilor Larsen
- Second: Councilor Radford
- Vote: Dingman – Yes, Francis – Aye, Freeman – Yes, Larsen – Yes, Radford – Aye.
Self-recused: Council President Burtenshaw
- Motion carries.

Ordinance Title Read: AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF IDAHO FALLS, IDAHO APPROVING THE URBAN RENEWAL PROJECT, WHICH PLAN INCLUDES REVENUE ALLOCATION FINANCING PROVISIONS; AUTHORIZING THE CITY CLERK TO TRANSMIT A COPY OF THIS ORDINANCE AND OTHER REQUIRED INFORMATION TO COUNTY AND STATE OFFICIALS AND THE AFFECTED TAXING ENTITIES; PROVIDING SEVERABILITY, CODIFICATION,

AND PUBLICATION BY SUMMARY; PROVIDING FOR A WAIVER OF THE READING RULES; AND PROVIDING AN EFFECTIVE DATE.

3. **25-197** Quasi-judicial Public Hearing-Rezone from LC, Limited Commercial, to I&M, Industrial Manufacturing, Zong Ordinance and Reasoned Statement of Relevant Criteria and Standards for approximately 9.948 acres in the NE ¼ of Section 7, Township 2 North, Range 38 East

Applicant's Presentation:

Jalen Fuhriman of Eagle Rock Engineering, representing Idaho Traffic Safety, requested a rezone of 9.95 acres from Light Commercial (LC) to Industrial and Manufacturing (I&M). The site, located north of East Anderson Street and west of North Holmes Avenue, would be used for staging and storage of traffic control equipment—a low-impact industrial use. The request aligns with the City's comprehensive plan and zoning map, which designates the surrounding area for industrial use. A neighborhood meeting was held in November with no major concerns raised.

City Staff Report:

Director Sanner confirmed the property's compatibility with adjacent I&M-zoned parcels. The site is currently vacant, with only one planned access point from North Holmes Avenue. A small adjacent lot will remain LC-zoned, as it's undeveloped and owned separately. The Planning Commission gave a unanimous positive recommendation in March.

Council Questions & Clarifications:

Council members inquired about access, ownership, and development potential of the small un-rezoned parcel. It was clarified that the parcel is lava rock and hard to develop, and is owned by TMT, not the seller of the main lot. While best practices around rezoning adjacent properties were discussed, staff emphasized that the Council acts on property owner requests, not proactively.

Public Comment:

No members of the public spoke during the hearing.

Motion 1: Approve the Ordinance Rezoning approximately 9.948 acres in the NE ¼ of the SE ¼ of Section 7, Township 2 North, Range 38 East from LC, Limited Commercial to I&M, Industrial and Manufacturing, under a suspension of the rules requiring three complete and separate readings and request that it be read by title and published by summary.

- Moved by: Councilor Radford
- Second: Councilor Larsen
- Vote: Burtenshaw – Yes, Dingman – Yes, Francis – Aye, Freeman – Yes, Larsen – Yes, Radford – Aye
- Motion carries.

Ordinance Title Read: AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO; PROVIDING FOR THE REZONING OF APPROXIMATELY 9.978 ACRES AS DESCRIBED IN SECTION 1 OF THIS ORDINANCE FROM LC, LIMITED COMMERCIAL, TO I&M, INDUSTRIAL AND MANUFACTURING; AND PROVIDING SEVERABILITY, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE.

Motion 2: Approve the Reasoned Statement of Relevant Criteria and Standards for the Rezone from LC to I&M and give authorization for the Mayor and City Clerk to execute the necessary documents.

- Moved by: Councilor Radford
- Second: Councilor Larsen
- Vote: Burtenshaw – Yes, Dingman – Yes, Francis – Aye, Freeman – Yes, Larsen – Yes, Radford – Aye
- Motion carries.

4. **25-198** Quasi-judicial Public Hearing-Rezone from R1, Single Dwelling Residential to R3, Multiple Dwelling Residential, Zoning Ordinance and Reasoned Statement of Relevant Criteria and Standards for approximately 2.41 acres in Lots 4-5, Block 9, Lots 3-7, less a portion of lots 5 and 6, Block 10, Lots 10-12, Block 11 or Belaire Division No. 2, plus adjacent right-of-way.

Presentation by Travis Payne with Connect Engineering and Director Sanner:

Travis Payne of Connect Engineering presented a request to rezone a 2.41-acre property in Idaho Falls from R1 (single-family residential) to R3 (multi-family residential). The property, located within the "General Urban" designation of the City's comprehensive plan, would serve as a transition zone between commercial (LC) property to the north and residential (R1) to the south.

A neighborhood meeting was held in January with little public opposition. Council discussion included concerns about access to the property, particularly whether development depended on access through adjacent City-owned land to the north. Payne confirmed access through City property was not required, although it may be pursued for convenience.

City staff supported the rezone, noting it aligned with the comprehensive plan and offered appropriate land-use transition. The Planning Commission previously gave unanimous approval. Council members appreciated the opportunity for development in an area that had been undeveloped since 1951 due to lava rock and other site challenges. Additionally, historical context was shared by Councilor Francis, who once lived nearby during the area's original development for INL employees in the 1950s.

Public Comment:

No members of the public spoke during the hearing.

Motion 1: Approve the Ordinance rezoning approximately 2.41 acres in Lots 4-5, Block 9, Lots 3-7, less a portion of Lots 5 and 6, Block 10, Lots 10-12, Block 11 of Belaire Division No. 2, plus adjacent right-of-way from R1, Single Dwelling Residential to R3, Multiple Dwelling Residential, under a suspension of the rules requiring three complete and separate readings and request that it be read by title and published by summary.

- Moved by: Councilor Radford
- Second: Councilor Larsen
- Vote: Freeman – Yes, Francis – Aye, Larsen – Yes, Radford – Aye, Burtenshaw – Yes, Dingman – Yes
- Motion carries.

Ordinance Title Read: AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, PROVIDING FOR THE REZONING OF APPROXIMATELY 2.41 ACRES, AS DESCRIBED IN SECTION ONE OF THIS ORDINANCE FROM R-1 SINGLE DWELLING RESIDENTIAL TO R3 MULTIPLE DWELLING RESIDENTIAL AND PROVIDING SEVERABILITY, PUBLICATION BY SUMMARY AND ESTABLISHING EFFECTIVE DATE

Motion 2: Approve the Reasoned Statement of Relevant Criteria and Standards for the rezone from R1 to R3, and give authorization for the Mayor and City Clerk to execute the necessary documents.

- Moved by: Councilor Radford
- Second: Councilor Larsen
- Vote: Francis – Aye, Dingman – Yes, Freeman – Yes, Larsen – Yes, Radford – Aye, Burtenshaw – Yes
- Motion carries.

6. Announcements

- Mayor Casper expressed her gratitude to members of the City staff and Council who spent the full day and night in mediation. She was also appreciative to the staff and Council members who stepped up in their place during the meeting. She applauded their professionalism and said the City value of “One City One Team” was on display.
- Both the Work Session and City Council meetings will be happening again next week.

There being no further business, the meeting adjourned at 9:57 PM

Emily Geisler, City Clerk

Rebecca L. Noah Casper, Mayor



City Council Work Session Meeting Minutes

680 Park Avenue
Idaho Falls, ID 83402

Monday, April 14, 2025

3:00 PM

City Council Chambers

Call to Order and Roll Call

There were present:

Mayor Rebecca L. Noah Casper
Councilor John Radford
Councilor Jim Francis

Council President Lisa Burtenshaw
Councilor Jim Freeman
Councilor Kirk Larsen

Absent:

Councilor Michelle Ziel-Dingman

Also present:

Pam Alexander, Municipal Services Director
Wade Sanner, Community Development Services, Director
Michael Kirkham, City Attorney

Greg Croft, Architect from Resin
Colin McAweeney, Tischler Bise
Emily Geisler, City Clerk

Mayor Casper called the meeting to order at 3:01 p.m. with the following items:

Municipal Services:

Discussion: City Hall Elevator Project and Exterior Design (Director Alexander and Greg Croft):

The Council discussed whether to change the stark white trim on the elevator structure to better match the existing building's tones. Options include replacing it with a darker or more compatible color, potentially using offset trapezoid shapes. Costs for the replacement range from \$5,000 to \$10,000, with a timeline of about six months due to shipping and factory cutting. Some Council members like the contrast of the white as a modern design nod, while others feel it is too harsh and prefer a darker option. There was general agreement that any decision should be based on physical samples viewed on-site, and photos of options should be shared with the Council for feedback. Concerns were also raised about how dirt affects the appearance and whether the original white banding on the historic structure should be cleaned or restored in a separate effort. A final decision was not made, but the next steps include reviewing physical samples and providing feedback before any action is taken. Additionally, staff need Council direction to proceed, as the project has reached the current contract limit with the vendor.

Motion: Approve authorization up to \$7,500.00 to begin to explore changing out the band color tiles, subject to Council approval along the way and prior to spending.

- Moved by: Councilor Francis
- Second: Councilor Larsen
- Vote: Radford – Aye, Francis – Aye, Burtenshaw – Yes, Larsen – Yes, Freeman – Yes
- Motion carries.



City Council Work Session Meeting Minutes

680 Park Avenue
Idaho Falls, ID 83402

Municipal Services:

Update: Impact Fee Study (Director Alexander and Colin McAweeney)

The City Council is reviewing proposed updates to impact fees and the Capital Improvement Plan (CIP) as part of a state-mandated five-year study, now in its fourth year and led by consultant Colin McAweeney. The aim is to adopt revised impact fees effective October 1st, following a City Council vote scheduled for June 26th. The timeline has been extended from an original June 1st target to allow for developer outreach, committee feedback, and public engagement.

Process Timeline:

- April 1: Impact Fee Advisory Committee kickoff
- April 14 – 15: City Council and Advisory Committee briefings
- May – early June: Outreach and optional work session (May 19 or June 2)
- June 3: Planning and Zoning Commission input
- June 26: Public hearing and final Council vote
- October 1: New impact fees take effect

Key Policy Shifts and Methodology:

1. Fee Structure Transition:
 - The City is considering changing the basis of residential impact fees from housing type (single-family vs. multifamily) to square footage, aiming to better reflect household size and encourage affordability.
 - This shift could lower fees for smaller homes and increase them for larger ones, supporting equitable housing development and "missing middle" housing options.
2. Methodology:
 - The Incremental Expansion Approach is being used, which ties fees to maintaining existing levels of service (e.g., roads, parks, fire services) as the city grows.
 - Anticipated growth includes a 21% increase in population and 22% job growth over ten years.
 - Despite past collections, service levels—especially for parks—have declined due to underinvestment and inflation.
3. Decision-Making Flow:
 - In a break from tradition, the City Council is being briefed before the Advisory Committee finalizes its recommendations. The council may delegate methodology decisions back to the committee or reconvene for final discussion later in the week.

Topic-Specific Highlights:

- Parks & Recreation:
 - Impact fees can fund improvements that increase park capacity, such as lighting, artificial turf, or expanded amenities.
 - The classification of parks (e.g., neighborhood vs. community parks) is under review, with Saturn Park as a candidate for reclassification.
 - The current CIP includes \$16M in park needs, especially for community parks (105 acres, 38 amenities).
 - About \$1.5M in park impact fees have been collected, with \$700K uncommitted; a 5% fee reduction is planned, resulting in proposed rates of \$1,500 per single-family unit, with lower fees for smaller homes.
 - Some concern was raised over an active lawsuit that could impact future fee collection or require refunds.



City Council Work Session Meeting Minutes

680 Park Avenue
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- Fire/EMS:
 - Data shows increased calls to residential areas, prompting a \$45 fee increase for single-family units and a decrease for non-residential.
 - Estimated \$6.5M needed for new fire stations and equipment, though only \$5M is currently justifiable.
 - Impact fees will cover design/planning for a future training facility, not construction.
- Equity and Policy Considerations:
 - Emphasis is placed on ensuring equitable outcomes, particularly for low-income households and downsizing seniors.
 - Some council members expressed concern over the administrative burden of square footage-based fees and the impact on developers, especially for large multifamily projects.
 - There is also a focus on avoiding double collection, ensuring residents don't pay for the same infrastructure through both property taxes and impact fees, particularly for projects funded by Certificates of Participation (COPs).

Next Steps:

- The Advisory Committee will finalize recommendations, particularly on housing fee structures.
- The City Council will consider whether to reconvene for further discussion or proceed with a June 26 vote.
- Flexibility is built into the process of updating the CIP as needed between regular five-year cycles.

Overall, the Council is encouraged to stay engaged, ask critical questions, and ensure the final approach aligns with the city's growth, equity goals, and infrastructure needs.

Mayor and City Council:

General Agenda and Scheduling

There is an upcoming press conference at the airport on Wednesday at 9:30 a.m. It's not mandatory but involves a positive announcement. It will be held indoors due to possible rain.

Spud Kings Hockey Team

The Spud Kings have won the Mountain Division Championship in the National Collegiate Development Conference. They will play the national finals in New Jersey, April 25–29. If they win, they may receive similar recognition as the Bandits team did previously. Next year, Idaho Falls will host the finals, raising local excitement. The team has a high turnover due to the players' age range, but they hope for continued success. The City of Idaho Falls will post a congratulatory message on Facebook.

AIC Workshop Reminder

Council members were reminded that Friday is the deadline to request specific workshop sessions for the upcoming Association of Idaho Cities (AIC) Conference. They are encouraged to suggest relevant city topics.

Council President Burtenshaw:

The state is planning 250th anniversary commemorations of the 1776 founding for next summer. An event this Friday (April 19) will commemorate Paul Revere's ride, possibly using two lights in City or County buildings. The idea was inspired by the historical signal "One if by land, two if by sea." The actual historical ride occurred at 12 a.m. on April 19, and a ceremony at 12 p.m. on April 18 will symbolically mark this. Coordination is still unclear, but



City Council Work Session Meeting Minutes

680 Park Avenue
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the Council hopes to involve historical groups like the Daughters of the American Revolution or Sons of Liberty. The City is aiming for nonpartisan participation and classy, simple compliance for Friday's observance.

Counselor Freeman:

Jim clarified there will be no BMPO meeting this week, but the Technical Advisory Committee (TAC) is meeting to address county resident concerns about planning decisions made without county input. Additionally, ski season ends this Sunday at Grand Targhee.

Councilor Francis:

- **Juneteenth Events:**
 - Saturday, June 14: Music festival at Riverwalk Band Shell.
 - Wednesday, June 19: Tribute event at the Colonial Theater focusing on the influence of African American music on the 20th Century.
- **District 91:** Advisory Council Meeting happening tomorrow. Councilor Francis will be attending.
- **Public Works update:** South Capital Avenue will undergo four weeks of construction affecting parking and access to Power and the library.
 - Citizens are encouraged to visit the city website's Public Works map for real-time project info.
 - Alerts via email or text are also recommended for timely updates.

Councilor Radford:

- **Zoo Clean-Up Day:** Saturday, April 19 at 9 a.m.
- **Día del Niño:** Saturday, April 26, from 11 a.m. to 5 p.m. at Bonneville County Fairgrounds, celebrating children with games, vendors, and family-friendly activities.

Councilor Larsen:

- A police activity map is also available, showing crime data with a 72-hour delay to protect investigations.

Miscellaneous

- The Mayor apologized for not yet sending the weekly Police Chief report but plans to do so soon.
- Councilor Freeman announced a new email received from the Fire Chief letting the group know that the plaques are now on the 9/11 Memorial, with the water scheduled to be turned on on the 17th.

With the following motion, the Work Session concluded at 5:13pm.

Executive Session : *The Council will not reconvene after the executive session.*

Motion: To Enter into Executive Session called pursuant to the provisions of Idaho Code Section 74-206 (1) (j) to consider labor contract matters authorized under Idaho Code Section 74-206 (A) (1) (a) and (b) and also pursuant to the provisions of Idaho Code Section 74-206 (1) (f) to communicate with legal counsel for the public agency to discuss the legal ramifications of and legal options for pending litigation,



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or controversies not yet being litigated but imminently likely to be litigated. The mere presence of legal counsel at an executive session does not satisfy this requirement.

- Moved by: Councilor Francis
- Second: Councilor Larsen
- Vote: Burtenshaw – Yes, Francis – Aye, Freeman – Yes, Larsen – Yes, Radford – Yes
- Motion carries.

Called to order at 5:20pm

There were present: Mayor Casper, Council President Burtenshaw, Councilor Francis, Councilor Freeman, Councilor Larsen, Councilor Radford, Wade Sanner, Darin Jones, Duane Nelson, Pam Alexander, Mike Kirkham, Heather Wade

There being no further business, the Executive Session adjourned at 7:34 PM

Emily Geisler, City Clerk

Rebecca L. Noah Casper, Mayor



City Council Meeting Minutes

680 Park Avenue
Idaho Falls, ID

Thursday, April 17, 2025

7:30 PM

City Council Chambers

1. Call to Order

Present:

Mayor Rebecca L Noah Casper
Council President Lisa Burtenshaw
Councilor Jim Francis

Councilor Kirk Larsen
Councilor John Radford
Councilor Jim Freeman

Absent:

Councilor Michelle Ziel-Dingman

Also present:

Josh Roos, CFO, IF Power
Chris Canfield, Assistant Public Works Director
Emily Geisler, City Clerk

Pam Alexander, Municipal Services Director
Michael Kirkham, City Attorney

2. Pledge of Allegiance

Mayor Casper led those present in the Pledge of Allegiance.

3. Public Comment

No one appeared.

4. Consent Agenda

A. Municipal Services

1. Treasurer's Report for February 2025

B. Idaho Falls Power

1. Trade Agreements with Shell. The Energy Authority, Heber Light & Power, and Brookfield Renewable for a surplus amount of \$2,597,996.
2. Purchase request of a Ford F550 Bucket Truck for an estimated \$210,604

C. Office of the City Clerk

1. City Council Meeting Minutes (03.03.2025, 03.06.2025, 03.17.2025)
2. March 2025 Licensing through the Office of the City Clerk
 - a. 55 New Business Licenses
 - b. 20 Renewed Business Licenses
 - c. 40 New & Renewed Contractor Licenses

Motion 1: Approve, accept, or receive all items on the Consent Agenda according to the recommendations presented.

- o Moved by: Council President Burtenshaw
- o Second: Councilor Larsen
- o Vote: Burtenshaw – Yes, Francis – Aye, Freeman – Yes, Larsen – Yes, Radford – Aye

- Motion carries.

5. Regular Agenda

A. Idaho Falls Power

1. **25-229** OEMR Energy Resiliency Grant Subaward Agreement - Idaho Falls Downtown Alleyways

Presentation/Discussion (CFO Roos): The grant, funded through the Infrastructure Investment and Jobs Act and administered by the Idaho Governor's Office of Energy and Mineral Resources, awarded Idaho Falls Power \$2 million with a 35% local cost share. The funds will be used to move overhead power lines underground in the downtown area, improving infrastructure resilience and public safety. Importantly, the grant will cover secondary wiring costs, easing the financial burden on commercial customers. One alleyway has already been completed under a previous grant, and this funding will allow work on the remaining three. Council members confirmed the money is federal funding passed through the state.

Motion: Approve the Idaho Falls Downtown electrical services underground project for a total cost of \$2,000,000 and approve the Idaho Office of Energy and Mineral Resources (OEMR) Energy Resiliency Grant Subaward agreement which reimburses the City for \$1,200,000* and give authorization for the Mayor and City Clerk to execute the necessary documents.

***The reimbursement amount to the City is actually \$1,300,000.**

- Moved by: Councilor Freeman
- Second: Councilor Radford
- Vote: Burtenshaw – Yes, Francis – Aye, Freeman – Yes, Larsen – Yes, Radford – Aye
- Motion carries.

A. Public Works

1. **25-227** Idaho Falls Subdivision Irrigation Water Agreement with Idaho Irrigation District

Presentation/Discussion (Assistant PW Director Canfield): The agreement ensures that new developments within the city comply with state law requiring properties with irrigation rights to use surface water. Under the agreement, the Irrigation District will deliver water to a designated point, and the City will manage the internal distribution within subdivisions. Developers must design systems based on a standard delivery rate of 8.9 gallons per minute per acre.

Key concerns addressed include overwatering, fluctuating water flow, and delivery consistency as users shift from large farm entities to many individual property owners. New lot owners will pay a \$102 annual assessment directly to the Irrigation District, which the City will credit against existing monthly irrigation fees to maintain billing equity.

The agreement also applies to City projects like Community Park and Mel Erickson Park, although it mainly targets new developments. Seasonal water availability

was discussed; once canal water is shut off, irrigation systems will not function, though homes will retain access to potable water for limited personal use. The City and developers may implement watering schedules and individual shutoff systems to manage demand and prevent misuse.

Motion: Approve the Subdivision Water Irrigation Agreement with Idaho Irrigation District and authorize the Mayor and City Clerk to execute the necessary documents.

- Moved by: Councilor Francis
- Second: Councilor Larsen
- Vote: Burtenshaw – Yes, Francis – Aye, Freeman – Yes, Larsen – Yes, Radford – Aye
- Motion carries.

C. Municipal Services

1. 25-237 Consideration of Impact Fee Study Parameters

Presentation/Discussion (Director Alexander): A summary of the recent Impact Fee Advisory Committee meeting, which followed a City Council work session, was provided. The committee met to review and discuss the draft Impact Fee Study prepared by consultant TischlerBise, aiming to update the City's fee structure—potentially transitioning from a housing type-based model to a square footage-based one. Although many questions were raised, the committee did not reach a consensus to make formal recommendations to the Council and will reconvene on May 6.

Key points:

- The Impact Fee Study must be updated every five years per state law.
- The City is ahead of schedule and working on updating ordinance definitions.
- A finalized draft of the study, dependent on committee recommendations, is expected to be ready for City Council review on May 8.
- Developer outreach will begin after the draft is available but before final adoption.
- Planning & Zoning will review the study on June 3, followed by a public hearing on June 26.
- The updated fees and ordinance changes are slated to take effect on October 1.

Motion: Move to table this item until the recommendation from the Impact Fee Advisory Committee is given to Council.

- Moved by: Council President Burtenshaw
- Second: Councilor Larsen
- Vote: Burtenshaw – Yes, Francis – Aye, Freeman – Yes, Larsen – Yes, Radford – Aye
- Motion carries.

6. Announcements



City Council Meeting Minutes

680 Park Avenue
Idaho Falls, ID

- This month's meeting schedule is different due to the New Nuclear Forum, in which the City is actively involved.
- April – Month of the Military Child: A proclamation was shared by Mayor Casper at the National Guard Armory honoring military children.
- April 18: "Two Lights for Tomorrow" event commemorating Paul Revere's Ride will take place at 8 p.m. on the Bonneville County Courthouse steps, with lights displayed at both the courthouse and City Hall.
- April 19: Zoo Cleanup Day at 9 a.m.; volunteers are encouraged to bring gloves and rakes, or just a good attitude.
- April 24: Zoo Opening Day
- April 28: Budget Workshop at the Police Complex training room
- May 5: Work Session and City Club legislative recap, which also falls on Cinco de Mayo
- May 7: Power Board meeting
- May 8: Next City Council meeting

Additionally, residents are encouraged to obtain a residence card at the Rec Center to receive discounted zoo admission.

There being no further business, the meeting was adjourned at 7:57 PM

Emily Geisler, City Clerk

Rebecca L. Noah Casper, Mayor



Special Meeting with County Meeting Minutes

605 N Capital Ave, Rm 103
Idaho Falls, ID 83402

Thursday, June 12, 2025

5:00 PM

County Commissioners' Hearing Room

Call to Order and Roll Call

There were present:

Mayor Rebecca L. Noah Casper
Council President Lisa Burtenshaw
Councilor Kirk Larsen

Councilor Jim Francis
Councilor Jim Freeman

Absent:

Councilor John Radford

Councilor Michelle Ziel-Dingman

Also present:

Michelle Mallard, Bonneville County Commissioner
Karl Casperson, Bonneville County Commissioner
Catherine McClure, Economic Development
Margaret Wimborne, Chief of Staff

Jon Walker, Bonneville County Commissioner
Michael Kirkham, City Attorney
Wade Sanner, Community Development Services
Emily Geisler, City Clerk

Mayor Casper called the meeting to order at 5:15 p.m.

Introductions & Comments

Introductions and comments were made around the room, starting with Commissioner Mallard. She mentioned that the County is hiring for a new Parks & Recreation Director with interviews taking place June 13, 2025. She explained that the same role is very different between City and County, with the County's "parks" being reservoirs with docks & camping along with snowmobile trails.

Council President Burtenshaw previously served on the board for School District 91 for ten years. She was then appointed by Mayor Casper to fill a Council seat and later ran for and won the seat. She serves on the Bonneville Metropolitan Planning Organization (BMPO) policy board with Commissioner Casperson. She is happy with the coordination between City and County but would like to see more public outreach. She mentioned that the City's Municipal Services department is working on a canopy to share with the County, but no bids have been received.

Commissioner Casperson spent nearly 40 years with the Bonneville County Sheriff's Office (BCSO). The Commissioner job keeps him busy, and he struggles to find time to research and do follow-up with constituents. Budget time makes that even more challenging. Because of his background, he is familiar with the differences between the City's Police Department and the County's Sheriff's Office. Overall, he appreciates the collaboration and believes they are more powerful as a group than as two separate entities. He shared information regarding how many deputies are on duty at certain times and in specific areas – to include the back country and the jail. There are approximately 450 inmates housed there, and they just completed an addition to increase their ability to help with specific medical needs.

Commissioner Walker was hired on at the Fire Department the same day that Councilor Freeman was. He has now been in his commissioner role for 5 years. He walked the group through the 7 elected officials that the County has and how their reporting structure and budget process work. He talked more about the Parks & Rec position and



Special Meeting with County Meeting Minutes

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mentioned some specific issues they are running into relating to surf boats eroding the shoreline of Ririe Reservoir and ruining the docks there.

Councilor Freeman is a 3rd generation Council member. Freeman Park and Freeman Avenue are both named after his family members. After 8 years on City Council, he will be running again this fall. He spent 26 years with the Fire Department. He is very glad that relationships are being built between City and County and continues to see less contention.

Councilor Larsen spent most of his career in commercial lending. He explained Tax Increment Financing (TIF) and prompted a group discussion around the City's progress with redevelopment/urban renewal. He is the liaison for Public Works, Police, Municipal Services, and Community Development Services.

Councilor Francis spent 37 years teaching Social Studies. In his current position, he sees how much the theory of government helps the practice. He believes we all must make sacrifices. Land use decisions are the toughest for him. He is heavily involved in the planning for the City's Juneteenth activities and will be in a presentation happening at the Colonial Theater.

Mayor Casper praised each of the Council members in attendance. She appreciates that Councilor Francis is a thinker. Councilor Larsen's common sense and love for the community stands out for her. She said that Councilor Freeman's name could be "MacGyver" because he thinks just like him. Council President Burtenshaw brings common sense to the group and a lifetime's worth of local experience.

Mayor Casper went on to discuss governance, which she strongly believes in. She said it may cost money, but it's our responsibility.

Mayor Casper and Commissioner Mallard each presented a handout to the group (attached).

Councilor Francis had to leave for a previous Juneteenth commitment at 5:54pm, resulting in a loss of a quorum.

The meeting adjourned at 5:54pm.

Emily Geisler, City Clerk

Rebecca L. Noah Casper, Mayor

City/County Coordination

June 2025

*As **Community Leaders**, we recognize the value of collaboration. City County Coordination provides an opportunity to build stronger partnerships grounded in transparency, trust, and our common goals. The list below highlights some areas of aligned interest and opportunity.*

Outstanding Current Collaboration

- **Public Safety— IFFD/Advanced Life Support:** This partnership continues to thrive and remains a model of effective interagency cooperation. Through our Professional Services Agreement, both the City and County can deliver high-quality services to residents in a cost-effective manner— something that would be far more challenging and costly without collaboration.
- **Public Safety—Law Enforcement: IFFD/ BCSO**
- **Planning, Zoning & Platting: Community Development Services/Planning, Zoning and Building**
- **Streets/Roads: Public Works/Road and Bridge, Planning**
- **Fuel Tanks and Canopy—Municipal Services/Public Works**

Mutual Interests/Possible Partnerships (Multi-Departmental)

- Consideration of Protecting and Enhancing the Snake River corridor w/trail easements and other smart growth planning along the River
- Developing mutual support for next iteration of the “Connecting Our Communities” Plan
- Expanding Economic Development Initiatives throughout Bonneville County
- Planning for shared RV park between Sandy Downs and County Fairgrounds
- Desirability of developing a county-wide yard waste/composting facility
- Understanding the future of IDA (Airport) — land use around the airport, future runway alignments, protection areas and IDA master planning
- ROW ordinance related to utility services

Mutual Benefit and Learning—Elected Officials

- Elected official education/review/drills re: emergency planning and response — In addition to briefings, we may benefit from a few select, joint table tops and live-action emergency planning exercises.
 - It may be useful to understand each other’s land use goals and the legal framework for growth that guides each entity.
 - It may be useful to brief each other about our budget planning and process. Each entity has legal constraints that may not be mutually understood.
 - It may be beneficial to share our respective strategic plans.
-

Department Head Payroll Approvals:

Department:	Current Department Manager:	Supervising Commissioner:
3B Juvenile Detention	Brian Walker	Karl Casperson
Adult Probation	Shay Plagmann	Jonathan Walker
Building and Grounds	Bryan Stosich	Jonathan Walker
Emergency Communications	Greg Warner	Michelle Mallard
Emergency Management	Bradley Clements	Karl Casperson
Extension Office	Cheryl Carter (Secretary)	Karl Casperson
GIS	Trich Maupin	Michelle Mallard
Information Systems	Brian Powell	Michelle Mallard
IT	Michael Anderson	Michelle Mallard
Juvenile Probation & Court Services	Brian Beck	Karl Casperson
Parks & Rec	Craig Daniels	Karl Casperson
Planning & Zoning	Austin Black	Michelle Mallard
Road & Bridge	Lance Bates	Jonathan Walker
Weed Control	Jud Elkington	Jonathan Walker
Wood Pilot Project	Teri McDowell	Jonathan Walker

File #: 25-276

City Council Meeting

FROM: Emily Geisler, City Clerk
DATE: Monday, June 2, 2025
DEPARTMENT: Mayor's Office

Subject

May 2025 Licensing through the Office of the City Clerk

Council Action Desired

☐ Ordinance
 ☐ Resolution
 ☐ Public Hearing
☒ Other Action (Approval, Authorization, Ratification, etc.)
 Review and accept all licenses issued by the City Clerk’s Office in May 2025 (or take other action deemed appropriate)

Description, Background Information & Purpose

Attached are reports for the following:

1. New Business Licenses (61) issued by the City Clerk’s Office in the month of May
(This list excludes contractors.)
2. Renewed Business Licenses (25) issued by the City Clerk’s Office in the month of May
(This list excludes contractors.)
3. New and Renewed Contractor Licenses (31) issued by the City Clerk’s Office in the month of May

Alignment with City & Department Planning Objectives



Licensing through the Clerk’s Office supports the City’s good governance initiative 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

May 2025 NEW Business Licenses (excludes contractors)

Name	Permit No.	Permit Type	Status	Finalized
Woods, Katie	5759935	Additional Dog License	APPROVED	5/12/2025
Judd, Briggs	4398553	Additional Dog License	APPROVED	5/27/2025
Calakas Tacos & Miches Mex	7504503	Alcohol Catering Permit	APPROVED	5/1/2025
A Street Soup Market 333 LLC	8035534	Alcohol Catering Permit	APPROVED	5/1/2025
City Bagels & Bakery LLC	4811920	Alcohol Catering Permit	APPROVED	5/1/2025
Bee's Knees Pub & Catering Co.	752559	Alcohol Catering Permit	APPROVED	5/1/2025
A Street Soup Market 333 LLC	5327359	Alcohol Catering Permit	APPROVED	5/6/2025
SCI VENTURES/WHITE HORSE BAR	3510719	Alcohol Catering Permit	APPROVED	5/7/2025
A Street Soup Market 333 LLC	7007630	Alcohol Catering Permit	APPROVED	5/7/2025
Collet's Pub	4393902	Alcohol Catering Permit	APPROVED	5/14/2025
Coronar LLC	1188120	Alcohol Catering Permit	APPROVED	5/14/2025
Bee's Knees Pub & Catering Co.	363246	Alcohol Catering Permit	APPROVED	5/16/2025
TAP-N-FILL INC	7624694	Alcohol Catering Permit	APPROVED	5/21/2025
Roadhouse Saloon	1262580	Alcohol Catering Permit	APPROVED	5/23/2025
Bee's Knees Pub & Catering Co.	2882036	Alcohol Catering Permit	APPROVED	5/28/2025
SCI Ventures LLC DBA White Horse Bar	6224666	Alcohol Catering Permit	APPROVED	5/29/2025
METZTLI MEXICAN TAQUERIA LLC	2749693	Alcohol Catering Permit	APPROVED	5/29/2025
Spring Brew	4898968	Alcohol Catering Permit Not - For - Profit	APPROVED	5/1/2025
Black and White Ball	3800732	Alcohol Catering Permit Not - For - Profit	APPROVED	5/1/2025
Live United Summer Concert Series	3260295	Alcohol Catering Permit Not - For - Profit	APPROVED	5/1/2025
Makers Night	5499846	Alcohol Catering Permit Not - For - Profit	APPROVED	5/1/2025
Art & Ale	3007988	Alcohol Catering Permit Not - For - Profit	APPROVED	5/14/2025
Alive After 5	951103	Alcohol Catering Permit Not - For - Profit	APPROVED	5/15/2025
Alive After 5	4056171	Alcohol Catering Permit Not - For - Profit	APPROVED	5/15/2025
Alive After 5	7001592	Alcohol Catering Permit Not - For - Profit	APPROVED	5/15/2025
Alive After 5	3275866	Alcohol Catering Permit Not - For - Profit	APPROVED	5/15/2025
Alive After 5	2364806	Alcohol Catering Permit Not - For - Profit	APPROVED	5/15/2025
Alive After 5	639054	Alcohol Catering Permit Not - For - Profit	APPROVED	5/15/2025
Alive After 5	9531086	Alcohol Catering Permit Not - For - Profit	APPROVED	5/15/2025
Alive After 5	5102239	Alcohol Catering Permit Not - For - Profit	APPROVED	5/15/2025
Alive After 5	4594475	Alcohol Catering Permit Not - For - Profit	APPROVED	5/15/2025
Alive After 5	3879611	Alcohol Catering Permit Not - For - Profit	APPROVED	5/15/2025
Alive After 5	4935918	Alcohol Catering Permit Not - For - Profit	APPROVED	5/15/2025
Alive After 5	1718727	Alcohol Catering Permit Not - For - Profit	APPROVED	5/15/2025
Alive After 5	4716044	Alcohol Catering Permit Not - For - Profit	APPROVED	5/15/2025
Alive After 5	8492668	Alcohol Catering Permit Not - For - Profit	APPROVED	5/15/2025
Summer Brew	1800137	Alcohol Catering Permit Not - For - Profit	APPROVED	5/15/2025
Alive After 5	8487573	Alcohol Catering Permit Not - For - Profit	APPROVED	5/22/2025
Tamales Idaho, LLC	4025016	Alcohol License	APPROVED	5/7/2025
Sandpiper Restaurants Inc	9649868	Alcohol License	APPROVED	5/28/2025
Barrera, Isaiha	4115595	Door-to-Door Sales	APPROVED	5/1/2025
O'Reilly, Michael	5124943	Door-to-Door Sales	APPROVED	5/7/2025
Assennato, Salvador	2249521	Door-to-Door Sales	APPROVED	5/16/2025
Barreiro, Josue	568441	Door-to-Door Sales	APPROVED	5/30/2025
KC	7264722	Itinerant Merchant	APPROVED	5/29/2025
Audrey's Apples	5030506	Mobile Food Vendor	APPROVED	5/1/2025

American Grub	6492454	Mobile Food Vendor	APPROVED	5/2/2025
Papa Q's	5806899	Mobile Food Vendor	APPROVED	5/6/2025
Churrolicious LLC	7425425	Mobile Food Vendor	APPROVED	5/6/2025
Lemon Smashers	5874956	Mobile Food Vendor	APPROVED	5/9/2025
Rob's Over The Top Sandwich Stop	5395773	Mobile Food Vendor	APPROVED	5/9/2025
SnoLaLa Snoballs	3887354	Mobile Food Vendor	APPROVED	5/16/2025
Bennie's Bites	4199695	Mobile Food Vendor	APPROVED	5/16/2025
Big Papas LLC	4581908	Mobile Food Vendor	APPROVED	5/23/2025
The Bonita Bean	331255	Mobile Food Vendor	APPROVED	5/29/2025
Elison, Zachary	9744307	Public Transportation Operator	APPROVED	5/1/2025
Maxwell, Leigh	8659918	Public Transportation Operator	APPROVED	5/16/2025
McDonald, Chelse	1529664	Public Transportation Operator	APPROVED	5/20/2025
Peron, Joseph	5524651	Public Transportation Operator	APPROVED	5/20/2025
Gunn, Dena	8216892	Public Transportation Operator	APPROVED	5/20/2025
Fredrickson, Bradford	8559888	Public Transportation Operator	APPROVED	5/30/2025

May 2025 Renewed Business Licenses (excludes contractors)

Name	Permit No.	Permit Type	Status	Issued
Cockrell, Lydia	10968	Additional Dog License	APPROVED	5/27/2025
Johnson, Jaymie	8144380	Additional Dog License	APPROVED	5/12/2025
Smith, Trevor	7812539	Additional Dog License	APPROVED	5/12/2025
Anderson, Annika	4900386	Additional Dog License	APPROVED	5/12/2025
Golden, Josh	2601767	Door-to-Door Sales	APPROVED	5/12/2025
Idaho Falls Farmers Market	411316	Itinerant Merchant	APPROVED	5/23/2025
Hickory Farms, #40439	3600823	Itinerant Merchant	APPROVED	5/8/2025
Sals Pupuseria	2024-06	Mobile Food Vendor	APPROVED	5/30/2025
Winder's Original Funnel Cake's	2024-12	Mobile Food Vendor	APPROVED	5/21/2025
Corn Dog Station LLC	2024-10	Mobile Food Vendor	APPROVED	5/21/2025
The Gangplank	24-25	Mobile Food Vendor	APPROVED	5/8/2025
MISTER B'S WOOD FIRED PIZZA LLC	2024-20	Mobile Food Vendor	APPROVED	5/8/2025
Villa Coffeehouse	1319016	Mobile Food Vendor	APPROVED	5/6/2025
Bar-Be-Keto LLC/Burger Smithy	2024-11	Mobile Food Vendor	APPROVED	5/8/2025
El Sazon De Mi Corazon by Calakas Tacos & Miches	2024-16	Mobile Food Vendor	APPROVED	5/8/2025
Araceli Mexican Food, LLC	2024-17	Mobile Food Vendor	APPROVED	5/21/2025
Papa's Knot-ty Pretzels	5783247	Mobile Food Vendor	APPROVED	5/8/2025
Alridge Eats LLC	5992523	Mobile Food Vendor	APPROVED	5/21/2025
Karie Anne's Frozen Desserts Idaho Falls	8023766	Mobile Food Vendor	APPROVED	5/8/2025
Eve & Ivy Consignments	4013	Other Business License	APPROVED	5/9/2025
StreetSmart Transportation	1043932	Public Transportation Company	APPROVED	5/1/2025
Eldridge, Corah	7518	Public Transportation Operator	APPROVED	5/21/2025
Pressler, Michael	8362	Public Transportation Operator	APPROVED	5/20/2025
Ellis, Donald Ray	10513	Public Transportation Operator	APPROVED	5/23/2025
Meyer, Elbie	4686669	Public Transportation Operator	APPROVED	5/28/2025

May 2025 Contractor Licenses (includes new and renewed)

Number	Name	Type	Issued
LBC25-039	Better Basements LLC	Bldg Contractor - Class A	5/14/2025
1453	BFC Diversified LLC	Bldg Contractor - Class A	5/19/2025
1393	Idaho Tower Construction Co	Bldg Contractor - Class A	5/20/2025
1012	M Voigt Construction Inc	Bldg Contractor - Class A	5/19/2025
LBC25-044	MRC Towers Inc.	Bldg Contractor - Class A	5/29/2025
1401	Pacific West Construction Inc	Bldg Contractor - Class A	5/29/2025
BLDC22-026	Priest River Construction LLC	Bldg Contractor - Class A	5/19/2025
BLDC21-060	4 Square Construction	Bldg Contractor - Class B	5/2/2025
BLDC23-014	Beyer Construction	Bldg Contractor - Class B	5/21/2025
1090	Blue Ribbon Construction	Bldg Contractor - Class B	5/12/2025
1101	Homecrafters Land Development LLC	Bldg Contractor - Class B	5/19/2025
1256	KT Construction LLC	Bldg Contractor - Class B	5/7/2025
1036	Frame Construction LLC	Bldg Contractor - Class C	5/12/2025
1531	WLM Construction LLC	Bldg Contractor - Class C	5/30/2025
BLDC23-025	Complete Solar Inc.	Bldg Contractor - Class D Framing	5/20/2025
LBC25-038	K&K Premier Construction	Bldg Contractor - Class D Roofing	5/14/2025
LBC25-040	Kolb Grading, LLC	Bldg Contractor - Reciprocal	5/15/2025
PWRW19-011	BFC Diversified LLC	Right-of-Way Contractor	5/29/2025
4391	Blue Ribbon Construction	Right-of-Way Contractor	5/16/2025
LRW25-010	Classic Masonry LLC	Right-of-Way Contractor	5/7/2025
3025	M Voigt Construction Inc	Right-of-Way Contractor	5/19/2025
3526	Parks and Recreation Department	Right-of-Way Contractor	5/22/2025
LRW25-011	Taylor'd Excavation	Right-of-Way Contractor	5/16/2025
PWRW20-005	The Yard Butler LLC	Right-of-Way Contractor	5/27/2025
4152	Blue Ribbon Construction	Sign Contractor	5/12/2025
LSN25-001	M Graphics and Signs, Inc	Sign Contractor	5/2/2025
BLDP19-001	Ohana Sprinklers Inc	Specialty Plumbing Contractor	5/11/2025
LSP25-007	Philadelphia Constructions	Specialty Plumbing Contractor	5/22/2025
LSP25-006	Prestige Plumbing LLC	Specialty Plumbing Contractor	5/6/2025
LSP25-003	Rapid Lawn Care LLC	Specialty Plumbing Contractor	5/2/2025
LSP25-005	Snake River Lawn and Sprinkler	Specialty Plumbing Contractor	5/5/2025

Memorandum

File #: 25-285

City Council Meeting

FROM: Emily Geisler, City Clerk
DATE: Tuesday, June 3, 2025
DEPARTMENT: Mayor's Office

Subject

Public Hearing - Denial of Alcohol License for Yellowstone Cigar Company, LLC

Council Action Desired

☐ Ordinance ☐ Resolution ☒ Public Hearing
☐ Other Action (Approval, Authorization, Ratification, etc.)

Deny Alcohol License Application #3538596 presented by Yellowstone Cigar Company LLC, as per City Code 4-3-4 (A-E) (or approve or take other action deemed appropriate).

Description, Background Information & Purpose

Darrin Brant with Yellowstone Cigar Company, LLC applied for a City of Idaho Falls Alcohol License on March 13, 2025. The Clerk's Office received the application and signed off on the Pre-Review. That was followed by approval from the Police Department and a zoning verification by Community Development Services (CDS). The zoning verification showed that Yellowstone Cigar Company LLC is located within a Traditional Neighborhood Zone (TN), which *does not allow* drinking establishments as a permitted use. Because of this, the Clerk's Office was unable to issue an Alcohol License to the applicant.

Alignment with City & Department Planning Objectives



This item is related to the Good Governance planning objective.

Interdepartmental Coordination

The Clerk's Office worked on the license application review with several City departments, including the Police Department and Community Development Services.

Fiscal Impact

N/A

Legal Review

The City Attorney has reviewed the application and subsequent findings.



June 2, 2025

Yellowstone Cigar Company
Darrin Brant
290 N Water Ave
Idaho Falls, ID 83402

Dear Mr. Brant,

Your application for an Alcohol License has been received by the City. After reviewing the proposed location for your business, the Idaho Falls Community Development Services Department has recommended that the license request be denied. The building located at 290 N Water Ave, Idaho Falls, Idaho does not qualify under the City's Residential Zoning Codes.

Per City Code 4-3-4 (B) (2) & (C), the Idaho Falls City Council will consider the application and hear testimony and evidence from any interested person at the Thursday, June 26, 2025, City Council Meeting. The meeting begins at 7:30pm and is held in Council Chambers at 680 Park Ave in Idaho Falls.

Sincerely,

Emily Geisler
City Clerk

Enclosure(s)



MEMORANDUM

TO: Honorable Mayor Rebecca Casper and City Council

FROM: Wade Sanner, Director

DATE: Wednesday, May 28, 2025

RE: Denial – Yellowstone Cigar Company, LLC

Darrin Brant applied for an Alcohol License on 3/13/2025 for Yellowstone Cigar Company, LLC. After completing a zoning verification on 5/20/2025, it is the City of Idaho Falls Community Development Services recommendation to deny the license. The zoning verification showed that Yellowstone Cigar Company does not qualify as they are located in a TN, Traditional Neighborhood Zone which does not allow Drinking Establishments as a permitted use.

Refer to Table 11-2-1: Allowed Uses in Residential Zones, attached. In reviewing the residential land use table, of which the TN, Traditional Neighborhood Zone is part, Drinking Establishments are not listed. In interpreting the table if a proposed use of property is not listed in the tables, the use shall be prohibited, Section 11-2-2(A)1, General Provisions of the Zoning Ordinance.

Drinking Establishments are specifically defined by the Zoning Ordinance and specifically allowed in commercial and industrial zones. Drinking Establishments are therefore not a vague or undefined use the code doesn't contemplate but was specifically not allowed within the Traditional Neighborhood Zone.

11-7-1: Definitions. Drinking Establishment: The use of a site primarily for the sale or dispensing or dispensing of liquor by the drink or glass, but not including eating establishments with a wine and beer license where the principal business is serving food. The drinking establishment includes, but is not limited to a bar, brewery, lounge, night club, and tavern.

The Drinking Establishment use may not be an accessory use to the primary retail use of the Yellowstone Cigar Company because the Zoning Ordinance requires accessory uses must be a permitted use in the designated zone, 11-7-1 Definitions, Accessory use.

11-7-1: Definitions. Accessory use: A use that is incidental and subordinate to the principal use, conducted upon the same property. The accessory use must be a permitted use in the designated zoning.

Additionally, the Board of Adjustment is not permitted to grant variances for uses not allowed within the Zone.

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 = 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.

Proposed Land Use Classification	Residential							
	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	C ₁	P	P	C ₁	P	P
Day Care, Home	C ₁	C ₁	C ₁	P	P	C ₁	P	P
Dwelling, Accessory Unit*	P	P	P	P	P	P	P	P
Dwelling, Multi-Unit*				P*	P		P	P
Dwelling, Multi-Unit Attached*				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*			P
Food Processing, Small Scale					P*			P
Food Store					P*			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	C ₁
Information Technology								P
Live-Work*					C ₁			P
Manufactured Home*	P	P	P	P	P	P	P	P
Mobile Home Park*						P		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	C ₃
Professional Service					P			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*						P		

Idaho Falls
Yellowstone Cigar Company
LLC
03/13/2025 - 09/30/2025
Alcohol License
General

Application Status
Under Review

Printed: 06/02/2025
Permit/License #
3538596
Reference Number
92260c90-0031-11f0-982b-e19027f52682
Status
Active

Application Review Status

Pre-Review	Approved	Date Submitted
Police	Approved	03/13/2025
Fire	Not Reviewed	
Community	Denied	
Development Services		
<i>The property is currently zoned TN, Traditional Neighborhood.</i>		
<i>Drinking Establishments are not allowed within the TN, Traditional Neighborhood Zone, Table 11-2-1: Allowed Uses in Residential Zones</i>		
<i>11-7-1 : DEFINITIONS. Drinking Establishment: The use of a site primarily for the sale or dispensing of liquor by the drink or glass, but not including eating establishments with a wine and beer license where the principal business is serving food. The drinking establishment includes, but is not limited to a bar, brewery, lounge, night club, and tavern.</i>		
Community	Denied	
Development Services -		
Building Official		
Final-Review	Not Reviewed	

Fees

Beer to be consumed on the premises license	\$200.00
Wine by the drink license	\$200.00

Payments

03/13/2025	Card Visa *6647	\$400.00
Total Paid		\$400.00

Subtotal	\$400.00
Amount Paid	\$400.00
Total Due	\$0.00

Application Form Data

(Empty fields are not included)

First Name

Darrin

Last Name

Brant

Date of Birth

12/31/1986

Social Security Number



Reveal

Phone Number

(208) 607-9703

Email

darrinb@yellowstonecigarcompany.com

Please upload a State-issued photo ID

20250313_111427.jpg

Is this a New Application or a Transfer?

New Application

Business Name

Yellowstone Cigar Company LLC

Business Registration Type

Individual

Alcohol License Type(s) - Note: Liquor by the Drink includes Wine, Beer on the Premises also includes Beer Not on Premises, and Wine by the Drink also includes Retail Wine so please don't check multiple boxes.

Beer on the Premises, Wine by the Drink

Business Phone

(208) 607-9703

Business Email

darrinb@yellowstonecigarcompany.com

Mailing Street Address

290 N WATER AVE

City

Idaho Falls

State

ID

Zip Code

83402

Please upload a copy of your State alcohol license

 **ISP_Alcohol License _YCC.pdf**

State Alcohol License No.

43348

Upload a copy of your County alcohol license

 **County Receipt_Alcohol_YCC.pdf**

County Alcohol License No.

2025-206

If the applicant is an individual, is he/she a citizen of the United States?

Yes

Length of time in years in the State of Idaho (months and or years)

34 months

Has the applicant been convicted of any felony or paid any fine or completed any sentence of confinement therefore within five (5) years?

No

Are all business owners nineteen (19) years of age or older?

Yes

Please explain

A resident of Idaho for 34 months and is a citizen of the United States.

Reference 1

Charles Chute 343 Park Ave, Idaho Falls, ID 83402

Reference 2

Don Urlik 3015 1st St, Ammon, ID 83401

Reference 3

Clayton Brant 3492 E Joyce Drive, Fresno, CA 93703

Reference 4

Aaron Ford 697 Mark Ave Idaho Falls, ID 83401

Physical Location Street

290 N WATER AVE

City

Idaho Falls

State

ID

Zip

83402

Please upload your premise map and or description. As submitted to the Idaho State Police/ Alcohol Beverage Control

 **PremiseOutline_Alcohol_YCC.pdf**

Signature

I agree that the facts stated in this application are true, and upon changes I will provide notification as needed.

Electronically Signed

Darrin Brant - 03/13/2025 11:35 am

Messages

04/11/2025 13:51 pm - Jasmine Marroquin

Darrin, have you submitted a plan to Community Development Services on how you will meet change of use?

Internal Notes

03/21/2025 13:59 pm - Greer Saecharo

@{{user|62d856be98ad89bd7aedbcd6|Chris Farnsworth}} - were you able to do this inspection.

03/26/2025 14:17 pm - James Newton

The tenant needs to submit a plan to the CDS of how they will meet change of use. This was discussed with city attorney Mike Kirkham and tenant was informed.

04/28/2025 9:54 am - Jasmine Marroquin

Spoke with Darrin he is still working on plan on how he will meet the change of use.

SEE REVERSE SIDE FOR SALE OR TRANSFER OF THIS LICENSE

State of Idaho

Idaho State Police

Retail Alcohol Beverage License

Premises Number: 8B-43348

Cycle Tracking Number: 160469

License Year: 2025

License Number: 43348

This is to certify, that Yellowstone Cigar Company LLC
doing business as: Yellowstone Cigar Company
is licensed to sell alcoholic beverages as stated below at:
290 N Water Ave , Idaho Falls, Bonneville County

Acceptance of a license by a retailer shall constitute knowledge of and agreement to operate by and in accordance to the Alcohol Beverage Code, Title 23. Only the licensee herein specified shall use this license.

County and city licenses are also required in order to operate.

Liquor	No
Beer	Yes <u>\$50.00</u>
Wine by the bottle	Yes <u>\$100.00</u>
Wine by the glass	Yes <u>\$100.00</u>
Kegs to go	No
Growlers	No
Restaurant	No
On-premises consumption	Yes <u>\$0.00</u>
Multipurpose arena	No
Plaza	No
Brewer's Retail	No

TOTAL FEE: \$250.00


Signature of Licensee, Corporate Officer, LLC Member or Partner

YELLOWSTONE CIGAR COMPANY LLC
YELLOWSTONE CIGAR COMPANY
290 N WATER AVE

IDAHO FALLS, ID 83402

Mailing Address

License Valid: 03/07/2025 - 09/30/2025

Expires: 09/30/2025



Director of Idaho State Police



THIS LICENSE MUST BE CONSPICUOUSLY DISPLAYED



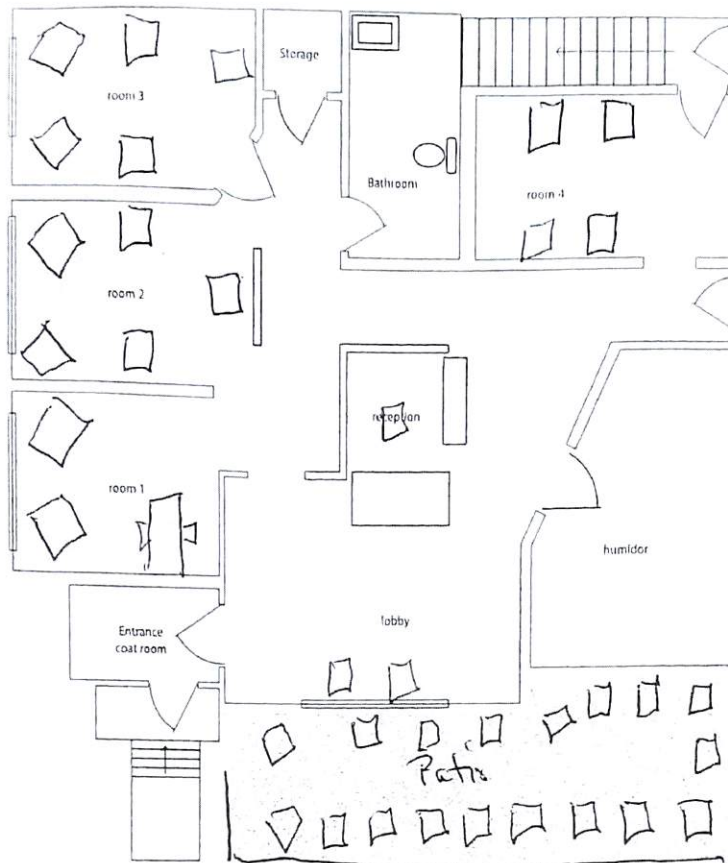
Bonneville County Clerk
Penny Manning
County Clerk Auditor Recorder
605 N Capital Avenue
Idaho Falls, ID 83402
(208) 529-1350

Receipt: 25-3325

Product	Name	Extended
ABL	ALCOHOL BEVERAGE LICENSE	\$275.00
	# Pages	1
	Document #	2025-206
	Document Info:	YELLOWSTONE CIGAR COMPANY
	Return Address Label	false
	Liquor	false
ABL Draft Beer		\$100.00
ABL Bottled/Canned Beer (On Premise)		\$75.00
ABL Wine by the Glass		\$100.00
Total		\$275.00
Tender (Cash)		\$300.00
Paid By	DARRIN BRANT	
Change (Cash)		(\$25.00)

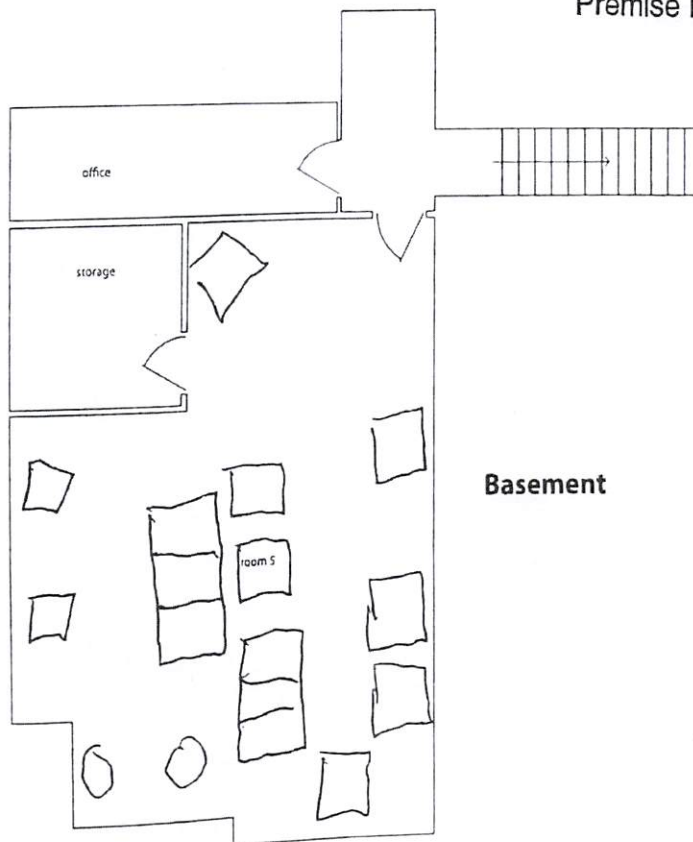
Thank You For Your Business

121025012-121025012



Main Floor

Premise ID 8B-43348



Basement

RECEIVED

FEB 12 2025

IDAHO STATE POLICE
ALCOHOL BEVERAGE CONTROL

CHAPTER 3 BEER

SECTION:

- 4-3-1: Definitions
- 4-3-2: License Required
- 4-3-3: License Fees
- 4-3-4: Application for License
- 4-3-5: Prohibited Licenses
- 4-3-6: License for Designated Address Only
- 4-3-7: Location Restrictions
- 4-3-8: Posting of License
- 4-3-9: Transfer of License; Transfer Fee
- 4-3-10: Right of Entry
- 4-3-11: Sale to Minors Prohibited
- 4-3-11A: Dispensing to Intoxicated Person
- 4-3-12: Conduct of Business
- 4-3-13: Covering Windows on Street Levels Unlawful
- 4-3-14: Hours of Sale - Retail Sales
- 4-3-15: Hours of Sale - By The Drink
- 4-3-16: Beer Sold or Donated for Benevolent, Charitable or Public Purposes - Permit Required
- 4-3-17: Possession of Open Containers Prohibited
- 4-3-18: Expiration of License

4-3-1: **DEFINITIONS:** Whenever the following words or terms are used in this Code, they shall have the meanings ascribed below:

DIRECTOR: The Director of the Idaho Department of Law Enforcement.

BEER: Any beverage obtained by the alcoholic fermentation of an infusion or decoction of barley, malt or other ingredients in drinkable water and which contains alcohol, as defined and regulated by the Idaho State Code.

DISTRIBUTOR: A person who is employed by or is an agent of a retailer to sell, serve or dispense beer.

PREMISES: The building, room or place in which the retail sale of beer by a licensee is authorized under this Chapter.

RESTAURANT: An eating establishment which offers prepared food for sale to the public. (Ord. 2148, 8-4-94; Ord. 2492, 6-12-03; Ord. 3236, 01-31-19; Ord. 3332, 9-10-20)

4-3-2: LICENSE REQUIRED: Except as otherwise provided in this Chapter, no person shall sell or dispense beer at retail within the City without first obtaining a license from the City as required by this Chapter.

4-3-3: LICENSE FEES: An annual license fee for the retail sale of beer for consumption on or off the premises and an annual license fee for retail sale of bottled or canned beer for consumption only off the premises shall be in an amount set from time to time by Resolution of the Council. (Ord. 2964, 8-14-2014)

4-3-4: APPLICATION FOR LICENSE:

(A) Each applicant for a license for the retail sale of beer shall file with the Clerk a written application that states the following:

- (1) The name and residential address of the applicant.
- (2) The street address of the premises where beer is to be sold.
- (3) A letter from the Community Development Services Department verifying that the location of the proposed licensed premises would be permitted by the City's Zoning Code.
- (4) The name of the owner of the premises for which the license is sought.
- (5) That the applicant, if an individual, is at least nineteen (19) years old.
- (6) That the applicant has not been convicted of a felony or any crime involving fraud or dishonesty.
- (7) The names and addresses of four (4) references as to the good moral character of the applicant.
- (8) That the applicant holds a current, valid license for the retail sale of beer, issued by the County Commissioners of Bonneville County, Idaho, and a current, valid license for the retail sale of beer issued from the State pursuant to the Idaho Code.
- (9) That the applicant agrees to abide by the terms and conditions of this Chapter, and any laws, ordinances, rules or regulations subsequently promulgated by the State, Bonneville County or the City regarding the retail sale of beer licensing within the City.
- (10) Any other information the Clerk requires to determine that the applicant possesses the qualifications and has none of the disqualifications for a license, as provided in this Chapter and the Idaho Code.

- (B) On receipt of a written application conforming with subsection (A) of this Section and payment of the license fee, the Clerk shall immediately forward the application to the Chief of Police for review, investigation and recommendation.
- (1) If the Chief of Police recommends approval of the license and the Clerk finds the applicant otherwise qualified, the Clerk shall grant the application and issue a license.
 - (2) If the Chief of Police or the Clerk recommends denial of the license application, the Chief or the Clerk shall notify the applicant of the recommendation for denial and state the date, time, and place of the Council meeting at which the recommendation will be considered. The notice shall be in writing and shall be mailed to the applicant at the address in the application no later than seven (7) days prior to the date of the Council meeting.
- (C) At the date, time and place stated in the recommendation for denial notice, the Council shall consider the application, the recommendation for denial, and hear testimony and evidence from any interested person. No license application shall be denied unless the written notice required by subsection (B) of this Section has been given and the applicant has been given an opportunity to testify and present evidence in support of the issuance of the license. All applications for a retail beer license or any transfer or renewal of a retail beer license shall be granted or denied within sixty (60) days from the date the application was delivered to the Clerk.
- (D) If the Council denies an application for a retail beer license, or any renewal or transfer of a retail beer license, the Council shall specify in writing:
- (1) The statutes, ordinances and standards used in evaluating the application;
 - (2) The reasons for denial; and
 - (3) The actions, if any, the applicant could take to obtain the license, transfer or renewal.
- (E) The Clerk shall keep a transcribable verbatim record of all proceedings concerning applications for beer licenses, or their transfer, renewal or revocation, pursuant to the provisions of this Chapter. If an application for a license, transfer or renewal is denied, or if a license is revoked, the transcribable verbatim record shall be kept for a period of not less than six (6) months after a final decision. Upon request and within the time provided for retention of the record, persons may have the record transcribed at their expense (Ord. 2565, 11-9-04; Ord. 3236, 01-31-19; Ord. 3365, 1-14-21)
- (F) The application for a new or lapsed license to sell or dispense beer at retail may trigger a change in use analysis of the location or property for the purposes of applying the City's fire, building, or zoning codes. Applicants for a license to sell or dispense beer at retail shall ensure compliance with the City's fire, building, and zoning codes as a condition for receiving a license. Applying for a renewed license shall not trigger a change in use analysis.

Nothing in this Section will be deemed to release an applicant from complying with the City's fire, building, or zoning codes for the construction, alteration, expansion, or structural improvement made to the applicant's building. (Ord. 3613, 5-22-2025)

4-3-5: **PROHIBITED LICENSES:** No license for retail sale of beer shall be issued to any person holding a wholesaler's or manufacturer's license issued by the State.

4-3-6: **LICENSE FOR DESIGNATED ADDRESS ONLY:** A license for the retail sale of beer shall be granted only for the place designated in the application. The place of business shall not be changed or moved without the consent of the Council. (Ord. 3613, 5-22-2025)

4-3-7: **LOCATION RESTRICTIONS:**

(A) No license for retail sale of beer for consumption on premises shall be issued for any premises that is within three hundred (300) feet of any public school, church, or any other place of worship. Such distance shall be measured in a straight line between the nearest entrance to the licensed premises and the nearest property line of such school, church, or place of worship. No license shall be issued for a location where the operation of the licensed premises would violate the City's zoning code.

(B) The provisions of this Section shall not apply to any premises that met the qualifications of such subsection at the time the premises were first licensed, but thereafter fail to meet such location restrictions because of the construction or commencement of use of such public facility or place of worship subsequent to such first licensing.

(C) The Council may for good cause grant a variance to the provisions of this Section. Prior to granting such variance, the Council shall hold a public hearing after giving written notice to the owners or occupants of all properties located within three hundred (300) feet of the exterior boundaries of the proposed licensed premises, measured in the manner set forth above. Such notice shall be given at least fifteen (15) days prior to the date of the hearing. Notice shall be deemed to have been given upon its personal delivery to such owner or occupant or upon its deposit in the United States mail, addressed to the owner at the address last shown on the Bonneville County property tax rolls. (Ord. 2385, 8-10-00; Ord. 2866, 3-10-11; Ord. 3236, 01-31-19; Ord. 3613, 5-22-2025)

4-3-8: **POSTING OF LICENSE:** All licenses for the sale of beer shall be posted in a place conspicuous to the public at the licensed premises at all times when the premises are open for business.

4-3-9: **TRANSFER OF LICENSE; TRANSFER FEE:** A license may be transferred to another person if the transferee completes an application for an initial license to sell beer at retail. If a transferee has all of the qualifications and none of the disqualifications for a license to sell beer at retail, the Clerk shall approve the transfer and re-issue the license in the name of the transferee. The fee to transfer a license for the retail sale of beer for consumption on or off the premises, and a license for the retail sale of bottled or canned beer only for consumption off the

premises shall be in an amount set from time to time by Resolution of the Council. The license for the transferring license shall be surrendered to the Clerk before such transfer may be made. (Ord. 2964, 8-14-2014; Ord. 3236, 01-31-19)

4-3-10: RIGHT OF ENTRY: Any police officer shall have the right at any time to enter and examine the premises of any licensee or of any place where beer is sold at retail to ascertain the alcoholic content of any beer kept for sale on the premises or to ascertain compliance with the laws of the State and the City. It shall be unlawful to refuse any police officer admittance to the premises for such purposes.

4-3-11: SALE TO MINORS PROHIBITED:

- (A) No person under twenty-one (21) years of age shall sell, purchase, possess or consume any beer. This restriction shall not apply to persons at least nineteen (19) years old who sell, dispense, deliver, or possess beer in the course of their employment by a licensee under this Title.
- (B) No person shall give, sell, or deliver beer to any person under the age of twenty-one (21).
- (C) No person under the age of twenty-one (21) shall represent to any retailer or distributor or to any agent or employee of a retailer or distributor that they are twenty-one (21) years or more of age, when in fact they are under the age of twenty-one (21) years, for the purpose of inducing the retailer or distributor, or their agent or employee, to sell, serve, or dispense beer to such person.
- (D) No person shall represent to any retailer or distributor or to any agent or employee of a retailer or distributor that any other person is twenty-one (21) years or more of age, when in fact the other person is under the age of twenty-one (21) years, for the purpose of inducing the retailer or distributor, or their agent or employee, to sell, serve, or dispense beer to such other person.

4-3-11(A): DISPENSING TO INTOXICATED PERSON: Any person who (1) sells, gives, or dispenses any beer to another person who is intoxicated or apparently intoxicated, or (2) who allows such sale or delivery to be made by any employee or agent under their control, shall be guilty of a misdemeanor and shall be subject to suspension of any license issued under Chapters two through four inclusive of this Title. (Ord. 2846, 10-14-10)

4-3-12: CONDUCT OF BUSINESS: Every person licensed under this Title to sell beer at retail shall at all times conduct a quiet and well-lighted, orderly place of business.

4-3-13: COVERING WINDOWS ON STREET LEVELS UNLAWFUL: Street level windows adjacent to any public street in premises owned or controlled by any person licensed under this Title to sell beer at retail shall not be covered by curtains, paint or any substance that obscures or tends to obscure the view into the premises from the street. (Ord. 2385, 8-10-00; Ord. 2447, 5-9-02; Ord. 2804, 3-12-09; Ord. 2818, 7-23-09)

4-3-14: HOURS OF SALE - RETAIL SALES: It shall be unlawful for any person in any place licensed to sell beer for consumption off the premises, to sell or dispense beer or to permit the consumption of beer on the premises between 2:00 a.m. and 7:00 a.m. of any day. (Ord. 3134, 9-14-2017).

4-3-15: HOURS OF SALE - BY THE DRINK:

(A) It shall be unlawful for any person in any place licensed to sell beer for consumption on the premises, whether for pleasure or profit, to sell, offer to sell or dispense beer for consumption on the premises or to permit the consumption of beer on the premises between 2:00 a.m. and 7:00 a.m. of any day.

(Ord. 2385, 8-10-00; Ord. 2818, 7-23-09; Ord. 2847, 10-14-10; Ord. 3134, 9-14-2017).

4-3-16: BEER SOLD OR DONATED FOR BENEVOLENT, CHARITABLE OR PUBLIC PURPOSES - PERMIT REQUIRED:

(A) Notwithstanding the provisions of Section 4-3-2 of this Chapter, nothing shall prevent any licensed dealer, wholesaler or retailer from selling or donating unbroken packages of beer or kegs of beer to a person which has not been issued any license for the sale of alcoholic beverages in this state, for benevolent, charitable or public purposes if a permit has been issued to the person or nonprofit entity as provided in subsection (B) of this Section.

(B) Upon delivery to the Clerk of a properly completed application in accordance with the provisions of this Chapter and, following receipt of an affirmative recommendation from the Chief of the Police Department and the Chief of the Fire Department, the Clerk may issue to a Qualified Organization a permit authorizing the sale or dispensing of beer at an event sponsored by such qualified organization if the Clerk is satisfied that the proceeds, after deducting reasonable expenses incurred, will be donated for a benevolent, charitable or public purpose.

(C) Any permit issued to an applicant who desires to conduct a charitable event within the City shall be subject to the following conditions:

(1) Except as otherwise provided in this Section, all events shall be conducted within a confined area constructed and operated in accordance with the terms and provisions of this subsection. The applicant shall designate in their application the area in which all beer will be sold, dispensed, possessed and consumed. The sale, dispensing, and consumption area shall be approved by the Chiefs of the Police and Fire departments, or their designee. Such sale, dispensing, and consumption area shall be visually designated by either a physical barrier with signage or by signage alone. The signs shall state, with large letters no less than two (2) inches high: "No Open Container of Beer May Be Possessed or Transported Beyond this Area," or such other statement which adequately apprises customers of the prohibitions set forth in this Chapter.

Where a physical barrier to pedestrian traffic is erected, a sign shall be placed at every entrance to the sale, dispensing, and consumption area. Where no physical barricade is erected, individual signs shall visually warn that alcohol must be consumed within the sale, dispensing, and consumption area and must be placed within fifty (50) feet of each other, in order to create a visual boundary.

The defined sale, dispensing, and consumption area shall be considered to be the "premises" for the purposes of this Chapter and the applicant shall not sell or dispense beer outside such area.

Failure to construct or maintain such fence, barrier or sign, or failure to comply with such hours of operation, shall be grounds for summary revocation of such permit. The Chiefs of the Police and Fire departments or the Clerk may establish additional conditions or restrictions as reasonably necessary to protect the public health and safety, or alternatively may waive or modify the conditions and restrictions herein provided such waiver or modification does not jeopardize the public health and safety.

- (2) Charitable events may, with the prior approval of the Chiefs of the Police and Fire departments, be conducted in or upon a public street, subject to the terms and conditions of this subsection. Beer may be dispensed at an event conducted in a public street and within an area comprised of no more than one (1) street on one (1) side of a City block. Such street area shall be considered to be the "premises" for the purposes of this Chapter and the applicant shall not sell or dispense beer outside such area. The applicant shall also erect and maintain at all times in a conspicuous location at each end of such street area, a sign with large letters no less than two (2) inches high bearing the following legend: "No Open Container of Beer May Be Possessed or Transported Beyond this Point" or such other legend which adequately apprises customers of the prohibitions set forth in this Chapter. Failure to construct or maintain such fence, barrier or sign shall be grounds for summary revocation of such permit.
- (D) Permits issued under the subsections above, shall not exceed a period of greater than three (3) consecutive days. Nothing herein shall authorize or allow the issuance of any permit to sell or dispense beer in any park in violation of this Code.
- (E) The form of the application shall require the following information:
- (1) The names, mailing addresses and telephone numbers of the sponsors of the event, the tax identification number of the sponsor or sponsors and satisfactory evidence that the sponsor is a Qualified Organization;
 - (2) Quantities and types of beer products to be used at the event;
 - (3) Names of the dealer or wholesaler from whom the beer is to be received;

- (4) The retailer, if any, designated by such person or nonprofit entity to receive, store or dispense beer on behalf of the permittee;
 - (5) Dates and hours of operation for which the permit is desired.
 - (6) The location of the event and a description of the premises where beer will be sold, dispensed or conveyed;
 - (7) Such other information directly related to the event and the applicant that the Clerk or Chief of Police may require.
- (F) For the purposes hereof, a "Qualified Organization" shall mean any benevolent, charitable, or public organization or person to whom a permit has been issued by the Director of the Idaho Department of Law Enforcement pursuant to the provisions of the Idaho Code.
- (G) Within ninety (90) days after the conclusion of the event, the permittee shall submit an accurate and complete report to the Clerk showing the disposition of funds from the event in accordance with the provisions of this Chapter.
- (H) The Clerk shall collect a fee in an amount set from time to time by Resolution of the Council for each permit issued, provided however permits issued for benevolent, charitable, or public purposes may be issued for multiple events conducted within a calendar year, provided that such events are separated by a period of at least six (6) days. Such multiple event permit fee shall be in an amount as set from time to time by Resolution of the Council. In the event an applicant seeks a permit to sell beer and wine at the same location, the combined permit fee shall be in an amount set from time to time by Resolution of the Council.
- (I) Should the Chief of Police or Clerk determine that an applicant, permittee or its representative is violating any provision of this Chapter, or has in the past violated any law pertaining to the dispensing or sale of beer by a licensed retailer relating to hours of sale, relating to restrictions concerning age provided in the Idaho Code or under this Chapter, or has failed in the past to submit such information as may have been requested by the Clerk such permit may be summarily suspended by the Chief of Police prior to hearing, or may be denied or canceled pending a hearing.
- (J) A licensed retailer may, on behalf of the permittee, receive or store beer to be used at the event and may dispense such beer to attendees of the benevolent, charitable or public purpose event for which the permit was issued.
- (K) No City official may construe the application nor the issuance of a benevolent, charitable or public purpose beer permit as constituting a change in use of the location or property for the purposes of applying the City's fire, building, or zoning codes.

(Ord. 2262, 1-8-98, Ord. 2481, 2-28-03; Ord. 2492, 6-12-03; Ord. 2650, 06-08-06; Ord. 2809, 4-23-09; Ord. 2836, 4-22-10; Ord. 2866, 3-10-11; Ord. 2964, 8-14-2014; Ord. 3236, 01-31-19; Ord. 3613, 5-22-2025)

4-3-17: POSSESSION OF OPEN CONTAINERS PROHIBITED:

- (A) Any person who is in possession of an open container of beer within the City of Idaho Falls shall be guilty of a misdemeanor.
- (B) Notwithstanding the foregoing, nothing herein shall prohibit the possession of an open container of beer:
 - (1) Within a fully enclosed, privately-owned building or upon a private parking lot adjacent or appurtenant to such building provided such parking lot is located more than two hundred (200) feet away from the premises of any licensed liquor vendor. Such distance shall be measured at the shortest distance between the exterior boundaries of such parking lot and licensed premises.
 - (2) Within any private residence or upon the yard thereabout, or within any apartment, duplex, condominium, boarding house or other structure lawfully used as a permanent residence, or within any common area or area designated exclusively for and appurtenant to such residential occupancy.
 - (3) Within any area for which a liquor catering permit has been lawfully issued under the provisions of this Chapter.
 - (4) Within any area included within or being a part of the premises at which a licensee is authorized to sell or dispense beer by the drink under the provisions of this Chapter.
 - (5) Within any building or upon any premises for which a permit has been issued under the provisions of this Chapter.
 - (6) Within an area directly adjacent to a restaurant, at tables provided for dining, between the hours of 10:00 a.m. and 11:00 p.m. A restaurant must also have the appropriate license to sell the type of alcohol they offer to the public, including an approved site plan as part of its State alcohol permit. If the adjacent area includes a public sidewalk, the size of the tables and seating must allow sufficient room for public ingress and egress, including being compliant with all ADA laws and regulations for sidewalk use under this Code. All consumption of alcohol in this adjacent area must be done at the table, and the customer cannot carry the alcohol away from the table.
 - (7) Within a Permitted Event alcohol sales and consumption area.

(Ord. 2262, 1-8-98, Ord. 2481, 2-28-03; Ord. 2900, 05-10-12; Ord. 3044, 10-12-15; Ord. 3236, 01-31-19)

4-3-18: EXPIRATION OF LICENSE: Licenses issued under this Chapter shall expire at midnight on September 30 of the calendar year for which they are issued. (Ord. 2438, 1-10-02; Ord. 3236, 01-31-19)



Memorandum

File #: 25-292

City Council Meeting

FROM: Wade Sanner, Director
DATE: Monday, June 16, 2025
DEPARTMENT: Community Development Services

Subject

Public Hearing-Community Development Block Grant (CDBG) PY 2025 Annual Action Plan

Council Action Desired

☐ Ordinance ☐ Resolution ☒ Public Hearing
☐ Other Action (Approval, Authorization, Ratification, etc.)
Hold a Public Hearing for the CDBG PY 2025 Annual Action Plan.

Description, Background Information & Purpose

Pursuant to Housing and Urban Development (HUD) requirements, entitlement cities receiving CDBG funds must complete an Annual Action Plan for the allocation year (2025). On May 14, 2025, HUD announced Program Year CDBG allocations for entitlement cities. The City of Idaho Falls will be allocated \$412,342 upon HUD approval of their 2024 CDBG Annual Action Plan. As part of the Citizen Participation Plan, pursuant to 24 CFR 91.105, the city must hold a public hearing. Public Notice was published in the Post Register on 5/3/2025 and posted on the City CDBG webpage. In addition, regular notices were communicated throughout the process to housing providers and service agencies, past and current applicants of CDBG funding, and the Mayor, City Council, and Directors. Following the public hearing, a 30-day public comment period will run 6-26-25 to 7-26-25. All comments will be considered, and at a City Council Special Meeting (Work Session) to be held July 28, 2025, recommendations for PY2025 CDBG-funded projects will be presented to Council for discussion and consideration. A resolution to approve the allocation of funds will be presented at the July 31, 2025, regular City Council meeting for final Council action. The 2025 CDBG Annual Action Plan is due to HUD on or before August 16, 2025.

Questions should be directed to Lisa Farris, Grant Administrator.

Alignment with City & Department Planning Objectives



The CDBG Program supports many of the City's goals and priorities including Livable Communities, Economic Growth, Sustainability, and Well-Planned Growth and Development.

Interdepartmental Coordination

NA

Fiscal Impact

The Annual Action Plan is required in order for the City to receive its annual CDBG allocation from HUD which averages approximately \$430,000 per year.

Legal Review

NA

PY2025 CDBG Applications Received

Program Year (PY) 2025 CDBG Applicant	Activity/Project Description 2025 Allocation \$412,342	Requested Amount
Public Service Activities	15% max of allocation	
Idaho Legal Aid	Legal Aid to victims of domestic violence	\$18,050.00
Behavioral Health Crisis Center E ID	(N Holmes) - Case management/treatment for mental health/substance abuse clients	\$30,000.00
DVSAC/Domestic Violence & Sexual Assault Center	\$3,000/snacks/drinks to calm youth clients going through intake process. \$17,000.00/GED program testing vouchers.	\$20,000.00
United Way/ALICE Child Care Scholarship	Assistance with affordable daycare expenses for working families not meeting threshold for state financial assistance.	\$30,000.00
Salvation Army	Rental (\$15,000) and Utility Assistance (\$4,500.00) for LMI individuals/families. Salary for one FTE (\$3,000.00). Indirect cost for support service/occupancy (\$2,500.00).	\$25,000.00
Promise Ridge Family Emergency Shelter	One PTE to provide intake/case management services of LMI clients for (15) pay periods (June to December).	\$13,098.00
Nest Pregnancy Care Center	Ultrasound and results to ease the decision-making process for LMI clients at the center. Support for (1) ultrasound/month at \$400	\$20,800.00
Community Food Basket Idaho Falls	Purchase and Installation of a canopy to cover the family ramp at the Emergency Food Distribution Center.	\$25,000.00
Slum/Blight Area (SBA)	30% max of allocation	
IFDDC/Idaho Falls Downtown Dev. Corp.	Continue the Façade Improvement Program in Downtown Idaho Falls CT 9712 (Signs, awnings, facades).	\$55,000.00
LMI Direct Benefit	Must allocate 70% or more as direct benefit.	
City of Idaho Falls, Public Works	Assist LMI with Curb, Gutter, Sidewalk in Highland Park Subdivision within CT 9712.	\$195,000.00
YMCA	Update HVAC system (6 units) for interior building at 155 Corner Ave \$140,578.58. Replace concrete steps/ADA ramp \$7,500.00. Repaint exterior of building \$9,000.00. Total requested \$157,078.58	\$140,578.58 \$7,500.00 \$9,000.00
H4HIF	Brush with Kindness/Minor Ext. repair -single unit LMI homeowners.	\$30,000.00
Idaho Falls Rescue Mission (IFRM)	Enclose 2 nd story balcony to provide a secure, weatherproof storage for supplies, equipment, donations and increase usable facility space.	\$10,000.00
Development Wksp., Inc.	Exterior renovation H. Dwight/Katherine Whittaker Vocational Center.	\$41,750.00
IF Sr. Center	Replace (5) ovens in (5) vans that deliver meals on wheels to seniors and disabled low- and moderate-income individuals.	\$7,180.30
Administration	20% max of allocation (\$412,342.00)	
CDS/Administration	Administer CDBG Program with (1) FT employee within CDS.	\$82,468.40
	Total Amount of Applications (includes Administration)	\$760,425.28



Memorandum

File #: 25-287

City Council Meeting

FROM: Bear Prairie, General Manager
DATE: Wednesday, June 11, 2025
DEPARTMENT: Idaho Falls Power

Subject

IFP 25-17(A),(B) Downtown Alley Phase I

Council Action Desired

- ☐ Ordinance ☐ Resolution ☐ Public Hearing
☒ Other Actions (Approval, Authorization, Ratification, etc.)

Reject bids received for IFP 25-17 for the General Construction (Part A) portion, make a factual finding and resolve that the required general construction and excavation work can be procured more economically on the open market; and give the Mayor and staff authority to secure a contract for this work in the open marketplace (or take other action deemed appropriate).

Accept and approve the bid from Wheeler Electric for the Electrical Construction (Part B) portion of the downtown alleyway upgrade project for a not-to-exceed amount of \$417,600 and give authorization to the Mayor and City Clerk to execute the necessary documents (or take other action deemed appropriate).

Description, Background Information & Purpose

Historic downtown Idaho Falls has three remaining alleys with overhead power lines. These lines present unique operational and aesthetic issues. This infrastructure is difficult and costly to upgrade and underground due to limited workspace in downtown alleyways. On April 10, 2025, the City Council approved the Idaho Office of Energy and Mineral Resources (OEMR) Energy Resiliency Grant Subaward agreement for \$2,000,000, which reimburses the city for \$1,200,000 (65% of the cost for underground power lines in the alleys between Broadway and A Street, A Street and B Street, and Constitution and D Street). Idaho Falls Power solicited two separate bids for Bid IF 25-17-one for General Construction (Part A) and one for Electrical Construction (Part B). IFP recommends:

- A. Reject the two bids for General Construction from Probst Electric and Arco Electric. The engineer's estimate of cost for this work was of \$500,000. Both bids of \$1,201,012.59 from Probst and \$2,174,600,00 from Arco exceed that amount. In addition, the Probst Electric bid should be considered non-responsive due to the number of exceptions to the bidding terms and contract. IFP believes this excavation work can be procured more economically on the open market.
- B. Accept the bid for the Electrical Construction from Wheeler Electric for the electrical work for \$348,000 plus a 20% contingency of \$69,600 for a total of \$417,600.

Alignment with City & Department Planning Objectives



This action supports our readiness to improve and upgrade public infrastructure through grid modernization and energy resiliency, ensuring long-term reliability. This action also supports the reliability element of IFP’s Strategic Plan.

Interdepartmental Coordination

The City Attorney and Idaho Falls Power staff collaborated on these actions.

Fiscal Impact

Funds for this project are in the 2024/25 CIP budget.

Legal Review

The City’s Legal Department concurs that this action complies with state statute.

AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT

2025 DOWNTOWN ALLEY – PHASE 1

PROJECT NO. IFP 25-17(A) GENERAL CONSTRUCTION SECTION

This Agreement is by and between **Idaho Falls Power** ("Owner") and _____ ("Contractor").

Terms used in this Agreement have the meanings stated in the General Conditions and the Supplementary Conditions.

Owner and Contractor hereby agree as follows:

ARTICLE 1—WORK

- 1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: **Installing underground conduit for electrical and fiber optic infrastructure cable and installing secondary junction boxes and secondary conductor as shown on the design drawings.**

ARTICLE 2—THE PROJECT

- 2.01 The Project, of which the Work under the Contract Documents may be the whole or only a part is generally described as follows: See 1.01

ARTICLE 3—ENGINEER

- 3.01 The Owner is also the ("Engineer") IFP will designate an employee to act as Owner's representative, assume all duties and responsibilities of Engineer, and have the rights and authority assigned to Engineer in the Contract for this project concurrent with the notice to proceed.

ARTICLE 4—CONTRACT TIMES

- 4.01 *Time is of the Essence*

- A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

- 4.02 *Contract Times: Days*

- A. The Work will be substantially complete within **120** calendar days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within **135** days after the date when the Contract Times commence to run.

4.05 *Liquidated Damages*

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed within the times specified in Paragraph 4.02 above. The parties also recognize the delays, expense, and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):
 - 1. *Substantial Completion:* Contractor shall pay Owner \$2,000 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for Substantial Completion, until the Work is substantially complete.
 - 2. If Owner recovers liquidated damages for a delay in completion by Contractor, then such liquidated damages are Owner's sole and exclusive remedy for such delay, and Owner is precluded from recovering any other damages, whether actual, direct, excess, or consequential, for such delay, except for special damages (if any) specified in this Agreement.

4.06 *Special Damages*

- A. Contractor shall reimburse Owner (1) for any fines or penalties imposed on Owner as a direct result of the Contractor's failure to attain Substantial Completion according to the Contract Times, and (2) for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Substantial Completion (as duly adjusted pursuant to the Contract), until the Work is substantially complete.
- B. After Contractor achieves Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times, Contractor shall reimburse Owner for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Work to be completed and ready for final payment (as duly adjusted pursuant to the Contract), until the Work is completed and ready for final payment.
- C. The special damages imposed in this paragraph are supplemental to any liquidated damages for delayed completion established in this Agreement.

ARTICLE 5—CONTRACT PRICE

- 5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents, the amounts that follow, subject to adjustment under the Contract:
 - A. Total of Lump Sum Amount and Unit Price Work (subject to final Unit Price adjustment) \$_____.
 - B. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

Article 6—PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

- A. Owner shall make progress payments on the basis of Contractor's Applications for Payment on or about the 10th day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.
 - 1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract.
 - a. **90 percent** of the value of the Work completed (with the balance being retainage).
 - 1) If 50 percent or more of the Work has been completed, as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and
 - b. **90 percent** of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
 - 2. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to **100 percent** of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less **200 percent** of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

6.03 *Final Payment*

- A. Upon final completion and acceptance of the Work, Owner shall pay the remainder of the Contract Price in accordance with Paragraph 15.06 of the General Conditions.

6.04 *Consent of Surety*

- A. Owner will not make final payment, or return or release retainage at Substantial Completion or any other time, unless Contractor submits written consent of the surety to such payment, return, or release.

ARTICLE 7—6.05 CONTRACT DOCUMENTS

7.01 *Contents*

- A. The Contract Documents consist of all of the following:
 - 1. This Agreement.
 - 2. Bonds:
 - a. Performance bond (together with power of attorney).
 - b. Payment bond (together with power of attorney).
 - 3. General Conditions.
 - 4. Supplementary Conditions.
 - 5. Specifications as listed in the table of contents of the project manual (copy of list attached).
 - 6. Drawings listed on the attached sheet index.
 - 7. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Notice to Proceed.
 - b. Work Change Directives.
 - c. Change Orders.
 - d. Field Orders.
- B. The Contract Documents listed in Paragraph 7.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 7.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the Contract.

ARTICLE 8—REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS

8.01 *Contractor's Representations*

- A. In order to induce Owner to enter into this Contract, Contractor makes the following representations:
 - 1. Contractor has examined and carefully studied the Contract Documents, including Addenda.
 - 2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 - 3. Contractor is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.

4. Contractor has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
5. Contractor has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
6. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (c) Contractor's safety precautions and programs.
7. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
8. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
9. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
10. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.
12. The Contractor is an appropriately licensed public works contractor per Idaho Code Section 54-1902.
13. Contractor shall comply with all Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither Owner nor Engineer shall be responsible for monitoring the Contractor's compliance with any Laws or Regulations.

8.02 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 8.02:
1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

8.03 *Standard General Conditions*

- A. Owner stipulates that if the General Conditions that are made a part of this Contract are ISWPC Division 100 EJCDC® C-700, Standard General Conditions for the Construction Contract (2018), published by the Engineers Joint Contract Documents Committee, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or "track changes" (redline/strikeout), or in the Supplementary Conditions.

ARTICLE 9—NON-DISCRIMINATION

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

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on [indicate date on which Contract becomes effective] (which is the Effective Date of the Contract).

Owner:

Idaho Falls Power

(typed or printed name of organization)

By:

(individual's signature)

Date:

(date signed)

Name: Rebecca L. Noah Casper

(typed or printed)

Title: Mayor

(typed or printed)

Attest:

(individual's signature)

Title:

(typed or printed)

Address for giving notices:

P.O. Box 50220

140 S. Capital

Idaho Falls, ID 83405

Designated Representative:

Name: Stephen Boorman, PE

(typed or printed)

Title: AGM

(typed or printed)

Address:

P.O. Box 50220

140 S. Capital

Idaho Falls, ID 83405

Phone: 208-612-8444

Email: sboorman@ifpower.org

(If [Type of Entity] is a corporation, attach evidence of authority to sign. If [Type of Entity] is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)

Contractor:

(typed or printed name of organization)

By:

(individual's signature)

Date:

(date signed)

Name:

(typed or printed)

Title:

(typed or printed)

(If [Type of Entity] is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest:

(individual's signature)

Title:

(typed or printed)

Address for giving notices:

Designated Representative:

Name:

(typed or printed)

Title:

(typed or printed)

Address:

Phone:

Email:

License No.:

(where applicable)

State: Idaho

NOTICE TO PROCEED

Owner: Idaho Falls Power Owner's Project No.: IFP 25-17
Engineer: n/a Engineer's Project No.: n/a
Contractor: _____ Contractor's Project No.: _____
Project: IFP 25-17
Contract Name: 2025 Downtown Alley – Phase 1 – General Construction IFP 25-17(A)
Effective Date of Contract: _____

Owner hereby notifies Contractor that the Contract Times under the above Contract will commence to run on _____ pursuant to Paragraph 4.01 of the General Conditions.

On that date, Contractor shall start performing its obligations under the Contract Documents. No Work will be done at the Site prior to such date.

In accordance with the Agreement:

The number of days to achieve Substantial Completion is 120 days from the initiation of construction for the commencement of the Contract Times, and the number of days to achieve readiness for final payment is 135 from the commencement date of the Contract Times, resulting in a date for readiness for final payment of _____, 2025.

Before starting any Work at the Site, Contractor must comply with the following:

1. n/a
- 2.

Owner: Idaho Falls Power
By (signature): _____
Name (printed): _____
Title: _____
Date Issued: _____

AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT

2025 DOWNTOWN ALLEY – PHASE 1 PROJECT NO. IFP 25-17(B) ELECTRICAL CONSTRUCTION SECTION

This Agreement is by and between **Idaho Falls Power** (“Owner”) and _____ (“Contractor”).

Terms used in this Agreement have the meanings stated in the General Conditions and the Supplementary Conditions.

Owner and Contractor hereby agree as follows:

ARTICLE 1—WORK

- 1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: **Providing and installing color coded secondary conductor meter bases and other materials associated with the installation of underground meter bases. Remove existing meter base infrastructure.**

ARTICLE 2—THE PROJECT

- 2.01 The Project, of which the Work under the Contract Documents may be the whole or only a part is generally described as follows: See 1.01

ARTICLE 3—ENGINEER

- 3.01 The Owner is also the (“Engineer”) IFP will designate an employee to act as Owner’s representative, assume all duties and responsibilities of Engineer, and have the rights and authority assigned to Engineer in the Contract for this project concurrent with the notice to proceed.

ARTICLE 4—CONTRACT TIMES

4.01 *Time is of the Essence*

- A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Contract Times: Days*

- A. The Work will be substantially complete within **120** calendar days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within **135** days after the date when the Contract Times commence to run.

4.05 *Liquidated Damages*

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed within the times specified in Paragraph 4.02 above. The parties also recognize the delays, expense, and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):
 - 1. *Substantial Completion:* Contractor shall pay Owner \$2,000 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for Substantial Completion, until the Work is substantially complete.
 - 2. If Owner recovers liquidated damages for a delay in completion by Contractor, then such liquidated damages are Owner's sole and exclusive remedy for such delay, and Owner is precluded from recovering any other damages, whether actual, direct, excess, or consequential, for such delay, except for special damages (if any) specified in this Agreement.

4.06 *Special Damages*

- A. Contractor shall reimburse Owner (1) for any fines or penalties imposed on Owner as a direct result of the Contractor's failure to attain Substantial Completion according to the Contract Times, and (2) for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Substantial Completion (as duly adjusted pursuant to the Contract), until the Work is substantially complete.
- B. After Contractor achieves Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times, Contractor shall reimburse Owner for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Work to be completed and ready for final payment (as duly adjusted pursuant to the Contract), until the Work is completed and ready for final payment.
- C. The special damages imposed in this paragraph are supplemental to any liquidated damages for delayed completion established in this Agreement.

ARTICLE 5—CONTRACT PRICE

- 5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents, the amounts that follow, subject to adjustment under the Contract:
 - A. Total of Lump Sum Amount and Unit Price Work (subject to final Unit Price adjustment) \$_____.
 - B. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

Article 6—PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

- A. Owner shall make progress payments on the basis of Contractor's Applications for Payment on or about the 10th day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.
 - 1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract.
 - a. **90 percent** of the value of the Work completed (with the balance being retainage).
 - 1) If 50 percent or more of the Work has been completed, as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and
 - b. **90 percent** of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
 - 2. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to **100 percent** of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less **200 percent** of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

6.03 *Final Payment*

- A. Upon final completion and acceptance of the Work, Owner shall pay the remainder of the Contract Price in accordance with Paragraph 15.06 of the General Conditions.

6.04 *Consent of Surety*

- A. Owner will not make final payment, or return or release retainage at Substantial Completion or any other time, unless Contractor submits written consent of the surety to such payment, return, or release.

ARTICLE 7—6.05 CONTRACT DOCUMENTS

7.01 *Contents*

- A. The Contract Documents consist of all of the following:
 - 1. This Agreement.
 - 2. Bonds:
 - a. Performance bond (together with power of attorney).
 - b. Payment bond (together with power of attorney).
 - 3. General Conditions.
 - 4. Supplementary Conditions.
 - 5. Specifications as listed in the table of contents of the project manual (copy of list attached).
 - 6. Drawings listed on the attached sheet index.
 - 7. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Notice to Proceed.
 - b. Work Change Directives.
 - c. Change Orders.
 - d. Field Orders.
- B. The Contract Documents listed in Paragraph 7.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 7.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the Contract.

ARTICLE 8—REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS

8.01 *Contractor's Representations*

- A. In order to induce Owner to enter into this Contract, Contractor makes the following representations:
 - 1. Contractor has examined and carefully studied the Contract Documents, including Addenda.
 - 2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 - 3. Contractor is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.

4. Contractor has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
5. Contractor has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
6. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (c) Contractor's safety precautions and programs.
7. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
8. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
9. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
10. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.
12. The Contractor is an appropriately licensed public works contractor per Idaho Code Section 54-1902.
13. Contractor shall comply with all Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither Owner nor Engineer shall be responsible for monitoring the Contractor's compliance with any Laws or Regulations.

8.02 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 8.02:
1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

8.03 *Standard General Conditions*

- A. Owner stipulates that if the General Conditions that are made a part of this Contract are ISPWC Division 100 EJCDC® C-700, Standard General Conditions for the Construction Contract (2018), published by the Engineers Joint Contract Documents Committee, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or "track changes" (redline/strikeout), or in the Supplementary Conditions.

ARTICLE 9—NON-DISCRIMINATION

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

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on [indicate date on which Contract becomes effective] (which is the Effective Date of the Contract).

Owner:

Idaho Falls Power

(typed or printed name of organization)

By:

(individual's signature)

Date:

(date signed)

Name: Rebecca L. Noah Casper

(typed or printed)

Title: Mayor

(typed or printed)

Attest:

(individual's signature)

Title:

(typed or printed)

Address for giving notices:

P.O. Box 50220

140 S. Capital

Idaho Falls, ID 83405

Designated Representative:

Name: Stephen Boorman, PE

(typed or printed)

Title: AGM

(typed or printed)

Address:

P.O. Box 50220

140 S. Capital

Idaho Falls, ID 83405

Phone: 208-612-8444

Email: sboorman@ifpower.org

(If [Type of Entity] is a corporation, attach evidence of authority to sign. If [Type of Entity] is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)

Contractor:

(typed or printed name of organization)

By:

(individual's signature)

Date:

(date signed)

Name:

(typed or printed)

Title:

(typed or printed)

(If [Type of Entity] is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest:

(individual's signature)

Title:

(typed or printed)

Address for giving notices:

Designated Representative:

Name:

(typed or printed)

Title:

(typed or printed)

Address:

Phone:

Email:

License No.:

(where applicable)

State: Idaho

NOTICE TO PROCEED

Owner: Idaho Falls Power Owner's Project No.: IFP 25-17
Engineer: n/a Engineer's Project No.: n/a
Contractor: _____ Contractor's Project No.: _____
Project: IFP 25-17
Contract Name: 2025 Downtown Alley – Phase 1 – Electrical Construction IFP 25-17(B)
Effective Date of Contract: _____

Owner hereby notifies Contractor that the Contract Times under the above Contract will commence to run on _____ pursuant to Paragraph 4.01 of the General Conditions.

On that date, Contractor shall start performing its obligations under the Contract Documents. No Work will be done at the Site prior to such date.

In accordance with the Agreement:

The number of days to achieve Substantial Completion is **120** days from the initiation of construction for the commencement of the Contract Times, and the number of days to achieve readiness for final payment is **135** from the commencement date of the Contract Times, resulting in a date for readiness for final payment of _____, 2025.

Before starting any Work at the Site, Contractor must comply with the following:

1. n/a
- 2.

Owner: Idaho Falls Power
By (signature): _____
Name (printed): _____
Title: _____
Date Issued: _____

Idaho Falls Power								
Bid Tabulation								
Project: Downtown Alley - Phase 1 (General Construction)				IFP 25-17 (A)				
Submitted: Keri West Work Flow Accountant				June 17, 2025				
	Bidder			Bidder		Bidder		Bidder
	Description	Probst Electric		Arco Electric				
	Public Works License (Yes/No)	Yes		Yes				
	Bid Bond included	Yes		Yes				
	Subcontractors named							
	Acknowledgement of Addendums 1 and 2 (Yes/No)	Yes		Yes				
	Total Section Bid:	\$1,201,012.59		\$2,174,600.00				

Idaho Falls Power								
Bid Tabulation								
Project: Downtown Alley - Phase 1 (Electrical Construction)				IFP 25-17 (B)				
Submitted: Keri West Work Flow Accountant				June 17, 2025				
	Bidder			Bidder		Bidder		Bidder
	Description	Probst Electric		Arco Electric		Wheeler		
	Public Works License (Yes/No)			yes		yes		
	Bid Bond included			yes		Yes		
	Subcontractors named							
	Acknowledgement of Addendums 1 and 2 (Yes/No)			yes		Yes		
	Total Section Bid:			\$394,400		\$348,000		

Memorandum

File #: 25-289

City Council Meeting

FROM: Chris H Fredericksen, Public Works Director
DATE: Thursday, June 12, 2025
DEPARTMENT: Public Works

Subject

Joint Powers Agreement with Bonneville County for the Intersection of East 49th South and South 15th East

Council Action Desired

- ☐ Ordinance
 ☐ Resolution
 ☐ Public Hearing
 ☒ Other Action (Approval, Authorization, Ratification, etc.)

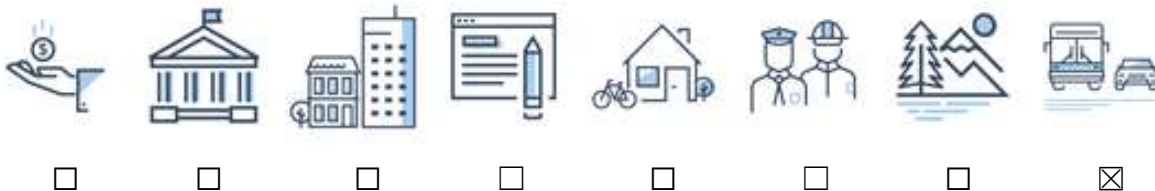
Approve the Joint Powers Agreement (JPA) and authorize the Mayor and City Clerk to sign the document (or take other action deemed appropriate).

Description, Background Information & Purpose

Attached for your consideration is a JPA with Bonneville County for improvements to the intersection of East 49th South and South 15th East. The City is the local sponsor for a Local Highway Safety Improvement Program project to reconstruct this intersection. This JPA has been developed to memorialize County and City responsibilities as the project moves forward.

Public Works has concluded that coordination for the development of this intersection is in the public's best interest. Currently this intersection has 2 corners that are in the County and 2 corners within the City. The JPA stipulates that the County and City would share equally in project match requirement and that the City will annex the intersection and maintain the traffic signal upon successful conclusion of the project.

Alignment with City & Department Planning Objectives



This request is in conformance with community-oriented result of reliable public infrastructure and transportation.

Interdepartmental Coordination

Interdepartmental coordination will take place as required during the project development phase of the project.

Fiscal Impact

The JPA stipulates that the city and county will share equally in the local match requirements that are currently

estimated to be \$110,100. Therefore, the city share of this amount would be \$55,050 and would be paid for out of the Traffic Signal Improvement Fund. Sufficient funding and spending authority exists to accommodate the proposed expenditure.

Legal Review

The Legal Department has reviewed and approved the agreement.

2025-037

**JOINT POWERS AGREEMENT FOR THE DESIGN AND
CONSTRUCTION OF 49th SOUTH & 15th EAST TRAFFIC
SIGNAL IMPROVEMENTS BETWEEN CITY OF IDAHO
FALLS, IDAHO AND BONNEVILLE COUNTY, IDAHO**

THIS JOINT POWERS AGREEMENT FOR THE CONSTRUCTION OF 49TH SOUTH & 15TH EAST TRAFFIC SIGNAL IMPROVEMENTS BETWEEN CITY OF IDAHO FALLS, IDAHO AND BONNEVILLE COUNTY, IDAHO (hereinafter "JPA"), is made this 11th day of JUNE, 2025, by and between CITY OF IDAHO FALLS, IDAHO, a municipal corporation of the State of Idaho, (hereinafter "IDAHO FALLS"), whose address is P.O. Box 50220, Idaho Falls, Idaho 83405, and BONNEVILLE COUNTY, IDAHO, a municipal corporation of the State of Idaho, (hereinafter "BONNEVILLE COUNTY"), whose address is 605 N. Capital, Idaho Falls, ID 83402 (collectively hereinafter the PARTIES).

EXERCISE OF JOINT POWERS BY THE PARTIES

1.1 The purpose of this JPA is to provide for financing, design, construction management, and construction of a project between the two PARTIES consisting of improvements to the intersection 49TH South & 15th East further described in this Intersection JPA at 2.1.

1.2 City of Idaho Falls, Idaho, is a municipal corporation of the State of Idaho, duly established under the laws of the State of Idaho.

1.3 Bonneville County, Idaho is a municipal corporation of the State of Idaho, duly established under the laws of the State of Idaho.

1.4 Both IDAHO FALLS and BONNEVILLE COUNTY have authority granted to them by the Idaho Constitution and by Title 50, Chapter 3 of the Idaho Code; specifically including §§ 50-301, 50-311, 50-312, 50-313, 50-314, 50-315, and 50-316.

1.5 As political subdivisions of the State of Idaho, IDAHO FALLS and BONNEVILLE COUNTY have been granted, and specifically assert, herein the authority for each to contract and be contracted with; to acquire, hold, lease, and convey property, real and personal; to erect structures of any kind, needful for the uses or purposes of the PARTIES; and to exercise all powers and perform all functions of local self-government in City/County affairs as are not specifically prohibited by or in conflict with the general laws of the Constitution of the State of Idaho.

1.6 Idaho Code § 67-2326 through § 67-2333, provide that public agencies (such as IDAHO FALLS and BONNEVILLE COUNTY) may enter into agreements with one another for joint or cooperative action which includes, but is not limited to, joint use, ownership, or operation agreements and interagency contracts for service, activity and undertakings. This JPA is, and shall be construed as a JPA and active pursuant to Idaho Code § 67-2326 through § 67-2333.

1.7 It is not the intent that this JPA, or that IDAHO FALLS or BONNEVILLE COUNTY, establish a separate legal entity to conduct the joint or cooperative undertaking described in this JPA.

1.8 Neither party to this JPA intends by this JPA to limit its respective power, jurisdiction, or authority in any way other than specifically contemplated and set out in this Intersection JPA.

1.9 The PARTIES to this JPA specifically intend it to be interpreted separately and apart from any other Agreement, Memorandum of Understanding, contract, or arrangement between the PARTIES.

1.10 Duration of JPA. This JPA shall be in effect from the date of its signing of both PARTIES, and shall be in effect until the expiration of the warranty period for the construction of the Project.

ARTICLE 2. THE PROJECT

2.1 The Project. This Project involves the application for federal funding, local match financing, design and construction of the improvements to the intersections of 49th South & 15th East. Project improvements include intersection traffic signals, turn lanes and pedestrian accommodations as federal aid funding allows.

2.2 Local Match Project Costs will be Split Equally Fifty/Fifty (50/50) Between the PARTIES. IDAHO FALLS and BONNEVILLE COUNTY each shall pay one-half (1/2) of all local match required project costs.

2.3 Estimated Project Costs.

Costs:	Federal Aid Amount:	Local Match Amount
Estimated Total Project Costs	\$1,500,000	\$110,100
Estimated Total Construction Costs	\$1,174,000	\$86,172
Estimated Design Cost	\$326,000	\$23,928

ARTICLE 3. PROJECT DESIGN, CONSTRUCTION, MANAGEMENT, CONSTRUCTION AND COMPLETION

3.1 Project Design. A professional design consultant will provide for the design process of this project. IDAHO FALLS will support the administration of the Consultant

agreements to engineer and design the Project and to solicit, award and administer various construction contracts necessary for such work, all as may be determined in accordance with the terms and conditions set forth in this JPA and required by the Federal Aid funding process. BONNEVILLE COUNTY shall provide for design reviews and plan and specification approvals to IDAHO FALLS.

3.2 Right of Way Acquisition. BONNEVILLE COUNTY will assist IDAHO FALLS with acquiring right of way as required by the design for the PROJECT to meet the future right of way requirements as shown in the current Bonneville Metropolitan Planning Organization Access Management Plan.

3.3 Project Timelines and Completion Dates. Within thirty (30) days after the execution of this JPA, IDAHO FALLS and BONNEVILLE COUNTY shall meet and establish project timelines, performance deadlines, and other significant milestone deadlines, which shall be documented in writing prior to the commencement of the Project. The PARTIES shall meet at such intervals thereafter as may be necessary to complete the Project.

3.4 Regulatory Approvals. Should IDAHO FALLS or BONNEVILLE COUNTY be required to file this JPA, or any subsequent amendments, with any regulatory agency, BONNEVILLE COUNTY or IDAHO FALLS agrees to support such filing(s), and to provide any information, including the filing of testimony, reasonably required by IDAHO FALLS or BONNEVILLE COUNTY to comply with applicable filing requirements.

3.5 Initial Deposition of Project Monies. Upon execution of JPA and prior to the execution of State Local Agreements from the Idaho Transportation Department with IDAHO FALLS for this project, BONNEVILLE COUNTY and IDAHO FALLS shall each deposit their respective (1/2) local match dollars in accordance with Paragraph 2.2 for such construction in an interest-bearing account administered by IDAHO FALLS. The Administrator of the Project, IDAHO FALLS, has sole authority to withdraw the said funds for the Project. Such deposit amount shall be based upon the local matches required by the state local agreements for the project. Pre-bid estimate of the total project local match costs are currently estimated to be One Hundred Ten Thousand One Hundred Dollars (\$110,100).

3.6 Bidding Documents. A design consultant will provide Bidding Documents to meet the requirements of the federal aid process and be subject to the approval of the project sponsor. IDAHO FALLS will administer the consultant contract to provide federal aid compliant Bidding Documents. BONNEVILLE COUNTY shall be involved in the review and approval of such documents.

3.7 Award of Construction Contract. The Idaho Transportation Department shall award the construction contract to the contractor and subcontractors to the lowest qualified bidders subject to the compliance with the federal aid requirements.

IDAHO FALLS shall provide for Construction Administration support as allowed by the federal aid process. BONNEVILLE COUNTY may inspect the Project at any time during Project construction and shall notify IDAHO FALLS in the event any discrepancies are discovered

between the construction work performed and the contract documents or design specifications, and IDAHO FALLS shall thereafter forthwith instruct the Contract Administrator, contractor(s) or subcontractor(s) for the Project to correct the same.

3.8 Change Orders. IDAHO FALLS may from time to time issue, approve and execute change orders with respect to any phase of the Project, as necessary and determined to be in the best interest of the PARTIES. Prior to the issuance of such change orders, IDAHO FALLS shall provide BONNEVILLE COUNTY with copies of change order documentation substantiating the need for any change order and shall consult with BONNEVILLE COUNTY with respect to any change order which alters or changes the scope of the Project in any material respect.

BONNEVILLE COUNTY and IDAHO FALLS shall grant authority to IDAHO FALLS staff to process Change Orders up to one hundred fifteen percent (115%) of the bid award.

Any change order that may result in non-participation by the federal aid program will be discussed by both PARTIES and agreed to prior to execution.

3.9 Insurance. The Idaho Transportation Department will include provisions within its agreement with its contractor requiring the contractor to maintain workers compensation insurance, as required by the laws of the state of Idaho, and further obtaining and maintaining a policy of general commercial liability insurance at all times during the performance of the work, as required by the Idaho Transportation Department's standard insurance requirements for such a public works project.

3.10 Project Inspection, Completion and Final Inspection. PARTIES may inspect the work associated with the Project and the PROJECT financial records and transactions related to the Project, at any time during construction and shall notify IDAHO FALLS of any concerns, errors or omissions discovered during construction.

IDAHO FALLS shall notify BONNEVILLE COUNTY upon substantial completion of the Project. BONNEVILLE COUNTY shall perform a final inspection within ten (10) days after notice by IDAHO FALLS or such longer period of time as may be agreed upon by the PARTIES. Within ten (10) days after final inspection, BONNEVILLE COUNTY shall provide IDAHO FALLS with a punch list of any of elements of the Project completed to IDAHO FALLS reasonable satisfaction. IDAHO FALLS shall sign a Notice of Substantial Completion and a Contractor's Certificate of Final Completion after all inspections and final approvals have been made and the Project has been completed to the PARTIES' satisfaction.

IDAHO FALLS shall compile a final Project cost following completion of the Project that shall include all costs of design, construction management and construction of the Project. Final payment history and other financial transaction records shall be made available to BONNEVILLE COUNTY by IDAHO FALLS. Such final Project cost summary and payment records shall detail any additional funds or refunds due to or from IDAHO FALLS. BONNEVILLE COUNTY agrees to make final Project payment within thirty (30) days of receipt of the billing notice from IDAHO FALLS for the final Project cost. If a refund is due BONNEVILLE COUNTY, IDAHO FALLS agrees to pay such refund to BONNEVILLE

COUNTY within SIXTY (60) days of completion of final Project cost.

3.11 Signal Maintenance. Upon completion of the project IDAHO FALLS will annex the intersection roadway and assume maintenance of the intersection signal.

ARTICLE 4. MISCELLANEOUS PROVISIONS

4.1.A BONNEVILLE COUNTY Warranty of Authority. As further consideration and as an inducement to entering into this JPA, BONNEVILLE COUNTY covenants and warrants to IDAHO FALLS that it has the full right, power, and authority to execute this JPA and that the execution and performance thereof will not violate any applicable laws, ordinances or covenants, or the provisions of any binding agreement.

4.1.B IDAHO FALLS Warranty of Authority. As further consideration and as an inducement to entering into this JPA, IDAHO FALLS covenants and warrants to BONNEVILLE COUNTY that it has the full right, power, and authority to execute this JPA and that the execution and performance thereof will not violate any applicable laws, ordinances or covenants, or the provisions of any binding agreement.

4.2 Assignment. This JPA shall be binding upon and shall inure to the benefit of the PARTIES hereto, their successors and assigns.

4.3 Notices. Except as specifically provided elsewhere in this JPA for telephonic or facsimile notice, all notices, requests, demands and other communications hereunder shall be in writing and shall be deemed given if personally delivered or mailed, certified mail, return receipt requested, or sent by overnight carrier to the addresses set forth herein. Addresses for notice may be changed by giving ten days (10) written notice of the change in the manner set forth herein.

If to IDAHO FALLS:

Christian H Fredericksen, P.E. Director Public Works
P.O. Box 50220
Idaho Falls, Idaho 83405-0220
Telephone Number: (208) 612-8256
Fax Number: (208) 612-8570 Email: pwd@idahofallsidaho.gov

If to BONNEVILLE COUNTY:

Lance Bates, P.E. Public Works Director
605 N. Capital
Idaho Falls, ID 83402
Telephone Number: (208) 529-1290
E-mail: lbates@bonnevillecountyidaho.gov

4.4 Dispute Resolution. IDAHO FALLS and BONNEVILLE COUNTY mutually endorse the use of partnering, negotiation, mediation and arbitration for the prevention and resolution of disagreements that may occur during the Project construction or during the term of this JPA. The PARTIES, through their respective staffs, commit to attempt, in good faith, to negotiate any disagreement quickly, fairly, and amicably. If such attempts fail to resolve the matter within fifteen (15) days of the first attempt to resolve the disagreement, the Public Works Director for each PARTY and no more than ONE (1) elected official from each PARTY shall meet to discuss and resolve the disagreement within fifteen (15) days of such failure to resolve the disagreement. If that fails to resolve the matter, the dispute shall be submitted to mandatory, non-binding mediation.

4.5 Integration. This JPA shall constitute the entire agreement and understanding of the PARTIES with respect to the subject matter thereof, and supersede all offers, negotiations and other agreements with respect thereto. Any amendment to this JPA shall be in writing and executed by the authorized representatives of the PARTIES.

4.6 Severability. In the event that any part of this JPA is found to be illegal, or in violation of public policy, or for any other reason unenforceable, such finding shall in no event invalidate or render unenforceable the other parts of this JPA.

4.7 Attorney's Fees. The prevailing party in any litigation arising hereunder shall be entitled to its reasonable attorney fees and court costs, including fees and costs incurred through any applicable appeal process.

4.8 Agreement Construction. It is the intention and agreement of the PARTIES hereto that the language, terms and conditions of the JPA are not to be construed in any way against or in favor of any party by reason of the responsibilities in connection with the preparation of this JPA. In construction of this JPA, the singular includes the plural, and the plural the singular, and words in the present tense include the future tense, as the context requires; section headings are for convenience only, and shall not be considered in construction of the text.

4.9 Venue and Applicable Laws. This JPA is governed by the laws of the State of Idaho. The venue for any action or suit arising from the terms and conditions of this Agreement shall be in the District Court of the Seventh Judicial District, Bonneville County, State of Idaho.

4.10 Force Majeure. Neither party shall be subject to any liability or damages for inability to meet its obligations under this JPA to the extent that such failure shall be due to causes beyond the control of either IDAHO FALLS or BONNEVILLE COUNTY, including but not limited to the following: (a) the operation and effect of any rules, regulations and orders promulgated by the public service commission, Rocky Mountain Power, the balancing authority to which Idaho Falls Power is subject, any municipality, or governmental agency of the United States, (including NERC, FERC, and FCC), or subdivision thereof (so long as the claiming party has not applied for or assisted in the application for, and has opposed where and to the extent reasonable, such government action); (b) restraining order, injunction or similar

decree of any court; (c) war; (d) flood; (e) earthquake; (f) Act of God; (g) civil disturbance; or (h) strikes or boycotts. Provided, the party claiming Force Majeure shall make every reasonable attempt to remedy the cause thereof as diligently and as expeditiously as possible. Except for the obligation to pay amounts owed when due, time periods for performance obligations of the PARTIES herein shall be extended for the period during which Force Majeure is in effect.

4.11 Waiver. Any waiver of a PARTY's rights with respect to any breach of this JPA, or with respect to any other matter arising in connection with this JPA, shall not constitute a waiver with respect to any other breach or matter arising in connection with this JPA. All waivers must be in writing and signed by an authorized representative of the PARTY granting the waiver.

4.12 Signatory Authority. Each party represents that its representative who executes this JPA has been duly authorized to do so by appropriate action.

IN WITNESS WHEREOF, the PARTIES have executed this Agreement as of the date first written above.

ATTEST:

CITY OF IDAHO FALLS, IDAHO

By _____

Emily Geisler, Clerk

By _____

Rebecca L. Noah Casper, Mayor

ATTEST:

BONNEVILLE COUNTY, IDAHO

By Penny Manning

Penny Manning, Clerk

By [Signature]

Jonathan D. Walker, Chairman

Memorandum

File #: 25-288

City Council Meeting

FROM: Chris H Fredericksen, Public Works Director
DATE: Thursday, June 12, 2025
DEPARTMENT: Public Works

Subject

Vacation of Easement - A Portion of Instrument Number 835262 within Chaffin Addition, Division No. 1

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 within the attached exhibit and as described in the Ordinance. Public Works staff members have reviewed the request and recommended 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 recommend approval of the proposed vacation.

Fiscal Impact

N/A

Legal Review

The Legal Department prepared the vacation ordinance.

2025-036

ORDINANCE NO. 2025-

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

WHEREAS, there is no existing public utilities in the easement; and

WHEREAS, the current location of the easement makes it difficult to develop the property; and

WHEREAS, it is in the best economic interest of the City to redevelop 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 portion of Instrument Number 835262, more particularly described in Exhibit “A” of this Ordinance.

SECTION 2. Exceptions from Vacation. Vacation of property described in Section 1 of this Ordinance shall not include any easement not dedicated to the City of Idaho Falls and 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 interest of the underlying and adjoining property and declares that the property described in Section 1 of this Ordinance is hereby vacated in its entirety to the underlying property owner Orton Holdings LLC. The mailing address for the property owner is 1700 Woodruff Park, Idaho Falls, Idaho 83401.

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 _____, 2025.

ATTEST:

Emily Geisler, City Clerk

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

(SEAL)

STATE OF IDAHO)
) ss:
County of Bonneville)

I, EMILY GEISLER, 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.”

(SEAL)

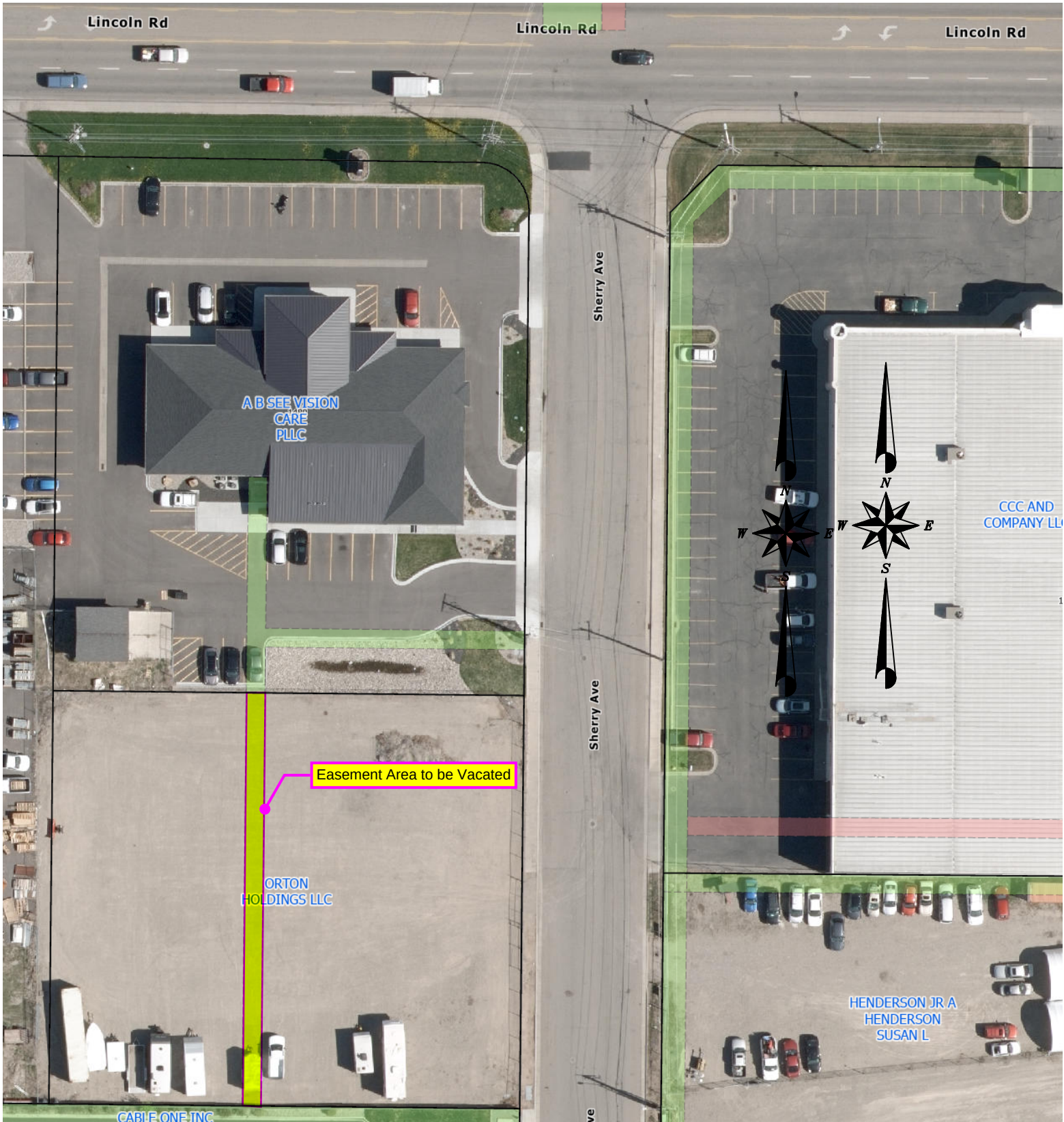
Emily Geisler
City Clerk

Exhibit "A"

All that portion of a public underground power line easement pursuant to instrument number 835262 as recorded with the Office of the Recorder for Bonneville County, lying within the property boundary described in warranty deed instrument number 1596264, as recorded with the office of the Recorder for Bonneville, described below:

THE EAST 200.00 FEET OF LOT 3, BLOCK 2 OF CHAFFIN SUBDIVISION, DIVISION NO.1, BONNEVILLE COUNTY, IDAHO, ACCORDING TO THE PLAT RECORDED NOVEMBER 25, 1974, AS INSTRUMENT NUMBER 470944, MORE PARTICULARLY DESCRIBED AS:

BEGINNING AT THE SOUTHWEST CORNER OF LOT 1 OF SAID SUBDIVISION; THENCE SOUTH 89°31'15" WEST 200.00 FEET ALONG THE NORTH LINE OF LOT 3 TO THE NORTHEAST CORNER OF SAID LOT 3; THENCE SOUTH 00°28'45" WEST 175.00 FEET ALONG THE EAST LINE OF SAID LOT 3; THENCE NORTH 89°31'15" WEST 200.00 FEET ALONG THE SOUTH LINE OF LOT 3, THENCE NORTH 00°28'45" EAST 175.00 FEET TO THE POINT OF BEGINNING.



Memorandum

File #: 25-290

City Council Meeting

FROM: Michael Kirkham, City Attorney
DATE: Friday, June 13, 2025
DEPARTMENT: City Attorney

Subject

Resolution to Waive Certain 2025 Fourth of July Fees

Council Action Desired

- ☐ Ordinance ☒ Resolution ☐ Public Hearing
☐ Other Action (Approval, Authorization, Ratification, etc.)

Approve the Resolution to waive certain 2025 Fourth of July fees for services performed by the City of Idaho Falls to assist in the free, public Fourth of July activities and give authorization for the Mayor and City Clerk to execute the necessary documents (or take other action deemed appropriate).

Description, Background Information & Purpose

The City of Idaho Falls has been a long-term supporter and partner for the Fourth of July celebrations that occur within the City during the holiday. This annual resolution waives certain City fees that would otherwise be charged to the community groups and businesses that are sponsoring and organizing the 2025 Community Fourth of July Celebration.

Alignment with City & Department Planning Objectives



The resolution aligns with the livability community-oriented result by supporting an accessible, free family-oriented community event and fosters economic growth by attracting visitors to the community.

Interdepartmental Coordination

Parks & Recreation, Public Works, and Idaho Falls Power reviewed the proposed resolution and are in concurrence.

Fiscal Impact

The labor and equipment for this event are donated by the Idaho Falls Public Works, Idaho Falls Power, and Parks and Recreation departments. The estimated cost to the city is \$9,095.92 (Parks and Recreation Dept.), \$1,145.04 (Idaho Falls Power), and \$24,376.05 (Public Works Dept.) **for a total of \$34,617.01**. Services provided by the City's Police and Fire Departments to support these events, though significant, are not calculated here as fees are not typically charged for

the City's public safety services.

Legal Review

Legal prepared the proposed resolution.

RESOLUTION NO. 2025-

A RESOLUTION OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, WAIVING CERTAIN CITY FEES FOR SERVICES IN SUPPORT OF THE 2025 COMMUNITY FOURTH OF JULY CELEBRATION; AND PROVIDING THAT THIS RESOLUTION BE EFFECTIVE UPON ITS PASSAGE, APPROVAL, AND PUBLICATION ACCORDING TO LAW.

WHEREAS, the Fourth of July is a special time that allows citizens to celebrate the heritage of American freedom initiated by the signing of the Declaration of Independence; and

WHEREAS, Independence Day has been celebrated since the creation of Idaho Falls as a city; and

WHEREAS, the City of Idaho Falls has gained wide notoriety through the sustained and community-wide Fourth of July celebration; and

WHEREAS, the Fourth of July and associated Freedom Festival is a point of civic pride and an event that brings people together; and

WHEREAS, for many years the City has supported Freedom Celebration and Fourth of July fireworks by providing emergency and support services to accommodate the large crowds that gather by the Snake River setting for the fireworks; and

WHEREAS, the Council wishes to continue to provide necessary and appropriate services and support of the community-wide celebration and fireworks show as the event changes location; and

WHEREAS, the City, in support of the community's enjoyment of fireworks, desires to waive certain fees for services performed in July of 2025, which normally would be required for services; and

WHEREAS, the City provided the necessary City services to accommodate large crowds, transportation, ingress and egress to the fireworks viewing sites, and general public safety measures at no cost.

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

1. The City waives the following fees at the currently established City rates, as indicated below:

2025 4th of July Fee Waivers

Public Works – Street Division		
SERVICE		QUANTITY or COSTS
Fireworks Barricades – Flat Bed		\$ 8,649.00
Fireworks Barricades – Pick Up (Set up)		\$ 394.40
Fireworks Barricades – Pick Up (During/After)		\$ 591.60
Fireworks Barricades – Loader and Backhoe (Set up)		\$ 534.40
Fireworks Barricades – Loader and Backhoe (During/After)		\$ 801.60
Fireworks Barricades – Message Boards		\$ 4,800.00
Fireworks Barricades – Patch Truck		\$ 1,061.00
Fireworks Barricades – Barrier Delivery (Backhoe)		\$ 918.00
Fireworks Barricades – Barrier Delivery (Dump Truck)		\$ 1,436.00
Fireworks Cleaning – Sweeper (Before)		\$ 216.10
Fireworks Cleaning – Sweeper (After)		\$ 432.20
Fireworks Sand – Loader		\$ 183.60
Fireworks Sand – Dump Truck		\$ 287.20
Misc. Signs		\$250.00
Total		20,555.10
Public Works – Sanitation Division		
SERVICE		QUANTITY or COSTS
Employee #1, 2, 3	Deliver 150 - 95 gals	\$565.50
Employee #4	Deliver 6 - 30yd's	\$247.50
Employee #1, 2, 3	Remove 150 - 95 gals	\$754.00
Employee #4	Dump & Remove 6 - 30yd's	\$288.75
	5 - 30yd's	\$1,712.75
	1 - 30yd's (cardboard)	\$252.45
Total		\$3,820.95
COMBINED TOTAL: \$24,376.05		

Parks and Rec		
SERVICE/STAFF HOURS		QUANTITY or COSTS
Delivery/Set Up Trash Containers and Picnic Tables		
Park Manager		\$370
Park Operator		\$197.76
2 Seasonal Staff		\$210.12
2 Pick Up Trucks with Trailers		\$395.52
96 Picnic Tables		\$1,119.61
3 Pick-Up Trucks with Trailers		\$593
Garbage and Porta-Potty Maintenance		
Park Manager		\$138.75
2103 Operator		\$100.64
2103 3 hrs		\$185.40
6 Seasonal Staff		\$629.33

3 OHV Mules	\$667.44
Pick-up truck	\$74.16
Event Clean Up	
Park Manager	\$370.00
Park Operator	\$197.76
2 Seasonal Staff	\$210.12
2 Pick Up Trucks with Trailers	\$395.52
96 Picnic Tables	\$1,119.61
3 Pick-Up Trucks with Trailers	\$593.28
2103 Operator	\$167.73
2103 5 hrs	\$412.00
7 Seasonal Staff	\$412.00
3 Full Time Staff	\$458.92
Cleaning Supplies and Trash Can Liners	\$77.25
TOTAL	\$9,095.92

Idaho Falls Power	
SERVICE	QUANTITY or COSTS
Disconnect/Reconnect Street Lighting – 2 Employees/6hrs	\$1,145.04
TOTAL	\$1,145.04

ADOPTED and effective this ____ day of July, 2025.

ATTEST:

CITY OF IDAHO FALLS, IDAHO

Emily Geisler, City Clerk

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

(SEAL)

STATE OF IDAHO)
) ss:
County of Bonneville)

I, EMILY GEISLER, 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, WAIVING CERTAIN CITY FEES FOR
SERVICES IN SUPPORT OF THE 2025 COMMUNITY FOURTH
OF JULY CELEBRATION; AND PROVIDING THAT THIS
RESOLUTION BE EFFECTIVE UPON ITS PASSAGE,
APPROVAL, AND PUBLICATION ACCORDING TO LAW.”

Emily Geisler, City Clerk

(SEAL)

Memorandum

File #: 25-291

City Council Meeting

FROM: Michael Kirkham, City Attorney
DATE: Friday, June 13, 2025
DEPARTMENT: City Attorney

Subject

2025 Indemnification Agreement for the 2025 Independence Day Fireworks Show

Council Action Desired

- ☐ Ordinance ☐ Resolution ☐ Public Hearing
☒ Other Action (Approval, Authorization, Ratification, etc.)

Approve the 2025 Indemnification agreement and direct the Mayor and City staff to execute the necessary documents (or take other action deemed appropriate.)

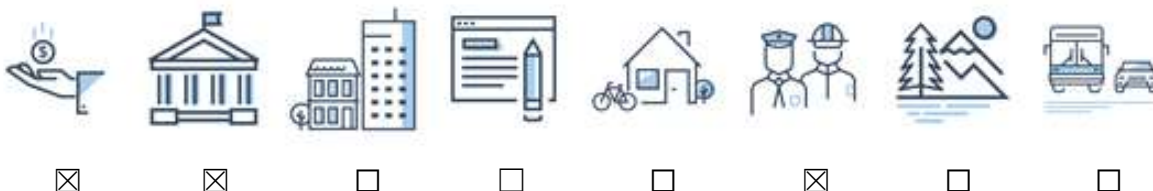
Description, Background Information & Purpose

Melaleuca, Inc., produces and provides to the community free of charge an annual fireworks show. To ensure that the fireworks can be seen by spectators, Melaleuca has requested that the City extinguish some street lights near and during the fireworks.

The City has installed and maintains streetlights as a safety and security measure and to improve the aesthetics of the community. Pedestrians, drivers, and others in the community rely on the streetlights. In exchange for the City's agreement to extinguish the streetlights identified in the agreement, Melaleuca has agreed to indemnify the City for any claims that may arise against the City as a result of the extinguishing of the streetlights.

The City and Melaleuca have entered into the proposed agreement for many years. The terms of the agreement are virtually identical as the previous agreements.

Alignment with City & Department Planning Objectives



The Agreement promotes the good governance and livable community objectives.

Interdepartmental Coordination

Idaho Falls Power coordinated with this agreement.

Fiscal Impact

No anticipated fiscal impact.

Legal Review

Legal prepared the proposed agreement.

INDEMNIFICATION AGREEMENT

This INDEMNIFICATION AGREEMENT ("Agreement") is entered into on the 13th day of June, 2025, ("Effective Date") by and between Melaleuca, Inc., an Idaho Corporation, whose address is 4609 West 65th South, Idaho Falls, Idaho 83402, ("Indemnitor") and the City of Idaho Falls, Idaho, a municipal corporation of the State of Idaho, whose address is P.O. Box 50220, Idaho Falls, Idaho 83405 ("Indemnitee").

WITNESSETH:

WHEREAS, Indemnitee owns, maintains, and/or controls several streets and associated streetlights in the Snake River Landing development area; and

WHEREAS, the Idaho Falls 2025 Independence Day fireworks show ("Fireworks") will be held at or near the Snake River Landing development area on July 4, 2025; and

WHEREAS, Indemnitor has an interest in ensuring that the Fireworks are successful and that the Fireworks can be seen by spectators assembled at the Snake River Landing development area; and

WHEREAS, Indemnitor believes that the Fireworks will be most successful if some of the street lights in the Snake River Landing development area are temporarily extinguished during the Fireworks; and

WHEREAS, Indemnitee is willing to temporarily extinguish some of the street lights in the Snake River Landing development area during the Fireworks if Indemnitor will indemnify Indemnitee for any losses that Indemnitee experiences due to extinguishing such street lights during the Fireworks; and

WHEREAS, Indemnitor is willing to indemnify Indemnity for any losses that Indemnitee experiences due to extinguishing such street lights during the Fireworks.

NOW THEREFORE, in consideration of the mutual promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Indemnitor and Indemnitee hereby agree as follows:

1. Street Lights. Indemnitee hereby agrees to turn off and extinguish the following street lights from 9:55 p.m. to 10:35 p.m., local time on July 4, 2025:

20405, 20404, 20403, 20402, 20401, 20575, 20574, 20573, 20572, 20571, 20570,
20569, 20568, 20567, 20566, 20565, 20059, 20058, 20057, 20056, 20055, 20054,
20053, 20051, 20450, 20449, 20448, 20447, 20446, 20445, 20444

The parties will, prior to the Fireworks, evaluate the area near the Snake River Landing site and, by mutual agreement, add other street lights to the list above, if it is determined that they also should be extinguished between the times noted above.

2. Indemnification. Subject to the terms and conditions contained herein, Indemnitor shall indemnify Indemnitee and defend and hold it harmless, from and against any and all losses, damages, liabilities, costs, and expenses (including reasonable attorneys' fees and disbursements) (collectively "Losses") incurred by it arising from or occurring as a result of any third party claims or lawsuits ("Third Party Claims") associated with Indemnitee's failure to keep illuminated the street lights identified in Section 1 of this Agreement on July 4, 2025.

3. Indemnification Procedure.

- (a) Indemnitees shall give Indemnitor prompt written notice ("Indemnification Claim Notice") of any Third-Party Claim upon which Indemnitees intend to base a request for indemnification hereunder. In no event shall Indemnitor be liable for any incremental increases in Losses that result from any unreasonable delay by Indemnitee in providing an Indemnification Claim Notice. Each such Indemnification Claim Notice shall contain a description of the Third-Party Claim and the nature and amount of such Loss (to the extent that the nature and amount of such Loss are known at such time). Indemnitees shall promptly furnish to Indemnitor copies of all papers and official documents received in respect of any Losses.
- (b) Upon tendering an Indemnification Claim Notice to Indemnitor, Indemnitee shall surrender its rights to control and defend the Third-Party Claims and Indemnitor shall have the right to control and defend the Third-Party Claim in such manner as it may deem appropriate. Indemnitor shall select counsel, contractors, experts, and consultants of recognized standing and competence reasonably acceptable to the other party; shall take reasonable steps necessary in the investigation, defense or settlement thereof; and shall diligently and promptly pursue the resolution thereof. Indemnitee shall provide Indemnitor with assistance and shall fully cooperate with Indemnitor in defending any Third-Party Claim.
- (c) Indemnitor shall not settle any Third-Party Claim without the prior written consent of Indemnitee, which consent shall not be unreasonably conditioned, withheld, or delayed; provided, however, that any such consent of Indemnitee shall not be required if any such settlement involves only the payment of money by Indemnitor and does not involve any admission of liability or wrongdoing on the part of any Indemnitees or an injunction against Indemnitees.

4. Assignment. This Agreement may not be assigned by either party without first obtaining the prior written consent of the other party. This Agreement shall be binding

upon and inure to the benefit of the parties hereto and their respective permitted successors and assigns. Any assignment by a party in violation of this section shall be null and void.

5. Governing Law. This Agreement shall be governed and interpreted in accordance with the law of the state of Idaho, excluding any conflicts or choice of law rule or principle that might otherwise refer construction or interpretation of this Agreement to the substantive law of another jurisdiction. The parties hereby consent to the jurisdiction of the federal and state courts of Idaho and agree that any legal proceedings regarding or involving this Agreement shall be brought exclusively in the federal or state courts of Idaho.

6. Entire Agreement. This Agreement sets forth and constitutes the entire agreement and understanding between the parties with respect to the subject matter hereof and all prior agreements, understandings, promises and representations, whether written or oral, with respect thereto are superseded hereby. No amendment, modification, release or discharge of this Agreement shall be binding upon the parties unless in writing and duly executed by authorized representatives of both parties. No modification to this Agreement shall be affected by the acknowledgment or acceptance of any purchase order, invoice or similar documents containing terms or conditions at variance with or in addition to those set forth herein.

7. Waiver. No waiver of any of the terms of this Agreement shall be valid unless in writing and signed by authorized representatives of both parties hereto. Failure by either party to enforce any rights under this Agreement shall not be construed as a waiver of such rights nor shall a waiver by either party in one or more instances be construed as constituting a continuing waiver or as a waiver in other instances.

8. Notices. All notices hereunder shall be in writing and delivered: (i) personally; (ii) by registered or certified mail, postage prepaid, return receipt request; or (iii) by reputable overnight courier service maintaining records of receipt; in each case, to the following addresses of the respective parties:

If to Indemnitee: City Attorney
The City of Idaho Falls
375 "D" Street
Idaho Falls, Idaho 83405

If to Indemnitor: General Counsel
Melaleuca, Inc.
4609 West 65th South
Idaho Falls, Idaho 83402

Notices shall be effective upon receipt if personally delivered, on the fifth (5th) business day following the date of mailing if mailed, or one day after dispatch if sent by overnight courier service. A party may change its address listed above by notice to the other party.

9. Counterparts, Facsimile Execution. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which, taken together, shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page of this Agreement (and each amendment, modification and waiver in respect of it) by facsimile or other electronic transmission shall be as effective as delivery of a manually executed original counterpart of each such instrument.

10. No Third-Party Beneficiaries. This Agreement is for the benefit of Indemnitor and Indemnatee only and shall not inure to the benefit of any third parties.

11. Enforcement of this Agreement. Should either party bring an action to enforce the terms of this Agreement, the prevailing party shall be entitled to an award of reasonable attorney's fees and expenses, to be paid by the non-prevailing party, as fixed by a court of competent jurisdiction.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers as of the Effective Date.

ATTEST:

INDEMNITEE
CITY OF IDAHO FALLS, IDAHO

City Clerk

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

INDEMNITOR
MELALEUCA, INC.

By  _____

STATE OF IDAHO)
) ss.
County of Bonneville)

On this _____ day of _____, 2025, 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, a 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.

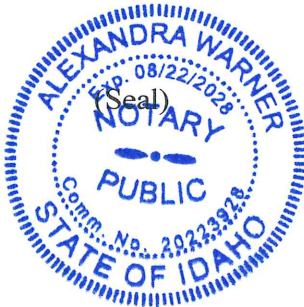
(Seal)

Notary Public of Idaho
Residing at: _____
My Commission Expires: _____

STATE OF IDAHO)
) ss.
County of Bonneville)

On this 13th day of June, 2025, before me, the undersigned, a notary public for Idaho, personally appeared **Thomas Knutson**, known or identified to me to be the Chief Financial Officer of Melaleuca, Inc., and acknowledged to me that they are authorized to execute the same for and on behalf of Melaleuca, Inc.

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



Alexandra Warner

Notary Public of Idaho
Residing at: Jefferson County
My Commission Expires: 08/22/2028