

CITY COUNCIL AGENDA

City of Idaho Falls City Council Meeting

680 Park Avenue

Thursday

September 11, 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

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.

Thursday, September 11, 2025 **7:30 PM** **City Council Chambers**

1. Call to Order

2. Pledge of Allegiance

3. Public Comment

Please see guidelines on previous page.

4. CONSENT AGENDA

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

A) Idaho Falls Power

1) IFP 25-23 Line Clearance Services - Davey Tree Surgery **25-355**

Attachments: Contract

Action Item:

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

5. REGULAR AGENDA

A) IDAHO FALLS POWER

1) Sole Source - Voltage Regulator System for the Idaho Falls Power City Plant - Basler Services, LLC **25-356**

Basler Services, LLC. was approved as a sole source vendor to provide materials and the technical expertise for an upgrade to the existing Basler Electric Automatic Voltage Regulator Systems for the Idaho Falls Power (IFP) City Plant. The total amount requested includes a 5% contingency.

Action Item(s):
Accept and approve the sole source proposal pursuant to Idaho Code § 67-2808(2)(a)(ii) and (vii) from Basler Services, LLC. of Littleton, Colorado in the amount of $201,001.19 (or take other action deemed appropriate).

Attachments: Quote

B) MUNICIPAL SERVICES

1) Purchase Water Meters and Cellular Endpoints for Public Works **25-357**

Hydro Specialties Company was approved as a sole source vendor for the purchase of Badger water meters during the January 23, 2023, City Council work session. The declaration of sole source met the criteria set forth in Idaho Code § 67-2808(2)(a)(ii) and (vii). The purchase of water meters and cellular endpoints will replenish Water Division inventory. Restatement of the Council's sole source declaration will allow for purchase of compatible replacement parts and city resale of such parts.

Action Item(s):
Declare Hydro Specialties Company as the only vendor reasonably available for the purchase of Badger water meters and cellular endpoints per Idaho Code § 67-2808(2)(a)(ii) and (vii); and accept and approve the quote received from Hydro Specialties Company, for Badger meters and cellular endpoints for a total of $198,704.00; and direct staff to complete the purchase of Badger replacement and resale parts (or take other action deemed appropriate).

Attachments: Quote

2) Design and Build Fuel Canopy at the City/County Joint Fuel Facility **25-358**

Approval of this request will result in the completion of the first of two phases in the construction of the City/County Joint Fuel Facility. The first phase will design, purchase, and install canopy over the fuel dispensers used by both the City and County. This bid opportunity was published as Bid IF-25-021, Design/Build Fuel Canopy and closed on May 28, 2025, with no bids received. Idaho Code § 67-2805(2)(a)(viii) and (2)(b)(xi) provides a means for the city to procure goods or services without further competitive bidding procedures. City Council approved an amendment to the Joint Fuel Facility agreement during the Tuesday, November 26, 2024, City Council meeting. Section 5.3.1 of the amendment identifies the agreement to construct a canopy over the fuel pumps at the facility, sharing the construction costs, with the city managing the construction.

Action Item(s):
Approve the quote received from Leonard Petroleum Equipment of Idaho Falls for a total of $315,055.53 (or take other action deemed appropriate).

Attachments: Estimate
Agreement

3) Approval to Write-Off Unpaid Utility Service Accounts **25-359**

The recommended write-offs meet the terms of the City's Service Delivery Account Write-Off Policy. For the calendar years 2016-2020, a total of $166,207.81 is recommended for write-off by the city's contracted collection agency and other collection efforts. For the calendar years 2021-2024, a total of $18,743.06 is recommended for write-off due to approved bankruptcy of $7,682.82 and deceased, with no known estate of $11,060.24. For comparison purposes, the recommendation for write-off for 2024 was $213,294.74.

Action Item(s):
Approve the write-off of $184,950.87 in unpaid utility service accounts which have been determined as uncollectible (or take other action deemed appropriate).

Attachments: Report

4) Approval to Write-Off Unpaid Ambulance Service Accounts **25-360**

The total request for write-off includes calendar year-end accounts for Medicare and Medicaid published rates reduced to the maximum allowable rates for a total of $2,921,847.50 or 72% of the total write-off request of $4M, with Medicare at 48% and Medicaid at 24%. The remaining 28% of the total or $1,139,152.35 includes contractual, collection agency, deceased, with no known estate, approved bankruptcy, and approved hardship accounts. For comparison purposes, last year's approved write-off request was $3.8M, with 54% of the write-off attributed to Medicare and 29% to Medicaid.

Action Item(s):
Approve the write-off of unpaid ambulance service accounts for the calendar service dates of 2021, 2022, 2023 and 2024 determined as past statute or uncollectible for a total of $4,060,999.85 (or take other action deemed appropriate).

Attachments: Report
Call Volume
Combined Report

5) Letter of Intent to Purchase City Property **25-361**

This property consists of four parcels of donated land of approximately 8.6 acres. A public auction was held pursuant to Idaho Code § 50-1403(1) on Friday, June 17, 2022, with no bids received. Following the public auction, the city entered into an Exclusive Sales Listing Agreement with TOK Commercial, with Nick Terry assigned as the commercial broker. As part of the listing agreement, TOK Commercial received letters of intent to purchase the property as authorized by City Council on June 2, 2025. A total of three letters of intent were submitted. The attached matrix outlines the buyer, offer, proposed development and terms of the purchase. The recommendation from city staff and the TOK Commercial broker is to accept the letter of intent from Clearstone, LLC, as it meets the highest and best use of the property and land use designations.

Action Item(s):
Accept the letter of intent for city-owned property located at Bel-Aire Division No. 3, Lots 1, 2 and 3 inclusive, Block 16; and Lot 1, Block 17 in the W ½ NE ¼ of Section 17, Township 2 North, Range 38, E.B.M. to Clearstone, LLC for a total of $2,000,000 and authorize the Mayor to sign the necessary documents (or take other action deemed appropriate).

Attachments: Offers Matrix
06.02.25 Update
2024 Appraisal
Clearstone Letter of Intent
Hawkins Company Letter of Intent
MACH Letter of Intent

C) PUBLIC WORKS

1) Federal Transit Administration (FTA) Section 5310 Small Urban Funding Agreement **25-362**

This funding Agreement, between the Idaho Transportation Department and the City of Idaho Falls will allow for the use of federal funds to better accommodate accessible transportation for seniors and individuals with disabilities by removing barriers to transportation service through GIFT.

Action Item(s):
Approve the FTA 5310 Small Urban Funding Agreement and authorize the Mayor to sign the necessary document (or take other action deemed appropriate).

Attachments: Agreement

2) Contractor Prequalification Rejection - Elevated Water Tank Demolition **25-368**

On Tuesday, August 26, 2025, a single contractor prequalification packet was received for the Elevated Water Tank Demolition project from Ascendent LLC. The submittal did not meet minimum specified criteria for prequalification. Therefore, Public Works is requesting that the submittal be rejected.

Action Item(s):
Reject the only Contractor Qualification received by Ascendent LLC (or take other action deemed appropriate).

Attachments: Bidder's Qualifications

3) Elevated Water Tank Demolition Project **25-369**

On Tuesday, August 26, 2025, a single contractor prequalification packet was received for the Elevated Water Tank Demolition project from Ascendent LLC. The submittal did not meet the minimum specified criteria for prequalification. Therefore, Public Works is requesting approval to negotiate this work on the open market.

Action Item(s):
Find that it is impractical to obtain three (3) bids for the Elevated Water Tank Demolition project and authorize Public Works to acquire the work from qualified public works contractor(s) on the open market, as permitted by Idaho Code § 67-2805(1)(e), (or take other action deemed appropriate).

4) Professional Services Agreement with NBW Architects to Design a New Shared Street and Sanitation Division Administrative Building **25-370**

Attached for your consideration is a Professional Services Agreement with NBW Architects to design a new shared administration building for the Street and Sanitation Divisions. The building is proposed to be sited on property currently owned by the city along Pop Kroll Way.

Action Item(s):
Approve the Professional Services Agreement with NBW Architects, P.A., and authorize the Mayor and City Clerk to execute the necessary documents (or take other action deemed appropriate).

Attachments: Agreement

5) Change Order 7 - Pancheri Drive Bridge over the Snake River Rehabilitation Project **25-373**

Attached for consideration is change order #7 with Cannon Builders. The change order provides a payment mechanism for the removal of 286 linear feet of lane markings, an additional 75 linear feet of curb, adds 4 - 30" channelizers, and provides for 13 additional days of a message board rental. The agreed-upon cost to complete the additional work is $9,763.28.

Change orders 1-5 were approved in accordance with Resolution 2020-26, which allows staff to approve change orders up to 15% of the contract amount. Change orders 6 and 7 exceed the 15% threshold for staff approval triggering the need for Council approval. A summary of all 7 project change orders is included as an attachment.

Action Item(s):
Approve the change order, and give authorization for the Mayor to sign the necessary documents (or take other action deemed appropriate

Attachments: Summary
Change Order #7

6) Bid Award - E Street from Memorial Drive to Yellowstone Avenue **25-367**

On Wednesday, September 3, 2025, bids were received and opened for the E Street from Memorial Drive to Yellowstone Avenue project. The bid tabulation is attached. The project will involve constructing a second eastbound lane between Park Avenue and Shoup Avenue, install storm drain improvements and includes two new rapid flashing beacons to better accommodate pedestrians.

Attachments: Map/Bid Tab

D) COMMUNITY DEVELOPMENT SERVICES

1) Quasi-judicial Public Hearing-Rezone from HC, Highway Commercial to R3A, Residential Mixed Use, Zoning Ordinance and Reasoned Statement of Relevant Criteria and Standards for approximately 1.55 acres consisting of Portions of Lots 4-5, Block 6, Hodson Addition. **25-363**

Attached is the application for Rezoning approximately 1.55 acres consisting of portions of Lots 4-5, Block 6, Hodson Addition from HC, Highway Commercial to R3A, Residential Mixed Use, Zoning Ordinance, and Reasoned Statement of Relevant Criteria and Standards. The Planning and Zoning Commission considered this item at its August 5, 2025, meeting and voted to recommend denial of the zone change from HC to R3A to the Mayor and City Council with a vote of 3-1.

Action Item(s):

1. Approve the Ordinance Rezoning approximately 1.55 acres consisting of portions of Lots 4-5, Block 6, Hodson Addition from HC, Highway Commercial to R3A, Residential Mixed Use, under a suspension of the rules requiring three complete and separate readings and request that it be read by title and published by summary (or consider the Ordinance on the first reading and that it be read by title, reject the Ordinance, or take other action deemed appropriate).

2. Approve the Reasoned Statement of Relevant Criteria and Standards for the Rezone from HC to R3A and give authorization for the Mayor and City Clerk to execute the necessary documents (or take other action deemed appropriate).

Attachments: Zoning Map
Aerial
Comp Plan Map
Staff Report
PC Minutes
Ordinance
Reasoned Statement
Residential and Commercial Use Table
Neighborhood Meeting Packet

2) Electrical Ordinance Amendment adopting the same version of the National Electrical Code adopted by the State of Idaho. Amendment to Title 7, Chapter 8, Section 1, of the Idaho Falls City Code to remove the Idaho Administrative Rule 7.01.06.011 which has been rescinded. **25-364**

City Code requires that the city adopt the same version of the National Electrical Code that is adopted by the State of Idaho. The State of Idaho has rescinded Idaho Administrative Rule 7.01.06.011.

Action Item(s):

Approve the Ordinance amending Title 7, Chapter 8, Section 1, of the Idaho Falls City Code to remove the Idaho Administrative Rule 7.01.06.011 which has been rescinded under a suspension of the rules requiring three complete and separate readings, request that it be read by title and published by summary (or consider the Ordinance on the first reading and that it be read by title, reject the Ordinance, or take other action deemed appropriate).

Attachments: Ordinance

3) Final Plat, Development Agreement, and Reasoned Statement of Relevant Criteria and Standards, River Hollow Division No. 2. **25-365**

Attached is the application for the Final Plat, Development Agreement, and Reasoned Statement of Relevant Criteria and Standards for River Hollow Division No. 2. The Planning and Zoning Commission considered this item at its February 4, 2025, meeting and unanimously voted to recommend approval of the final plat to the Mayor and City Council as presented.

Action Item(s):

1. Approve the Development Agreement for the Final Plat for River Hollow Division No. 2 and give authorization for the Mayor and City Clerk to sign said agreement (or take other action deemed appropriate).

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

3. Approve the Reasoned Statement of Relevant Criteria and Standards for the Final Plat for River Hollow Division No. 2 and give authorization for the mayor to execute the necessary documents (or take other action deemed appropriate).

Attachments: Zoning Map
Aerial
Final Plat
Staff Report
PC Minutes
Reasoned Statement
Development Agreement
Airport Land Use

E) CITY ATTORNEY

1) Written Findings and Conclusions Regarding Appeal by Alexander Kingsbury of Decision by the Idaho Falls Board of Adjustment **25-378**

On September 8, 2025, the City Council held a hearing on an appeal by Alexander Kingsbury of the decision dated August 13, 2025, by the Board of Adjustment. After deliberation, the City Council sustained the decision of the Board of Adjustment and directed staff to prepare a Reasoned Statement of Relevant Criteria and Standards. The Legal Department has prepared the attached statement reflecting the rationale underlying the City Council's decision.

Action Item(s):

Approve the Reasoned Statement of Relevant Criteria and Standards prepared by staff regarding appeal by Alexander Kingsbury from Board of Adjustment's decision dated August 13, 2025, and execute the same (or take other action deemed appropriate).

Attachments: Reasoned Statement

6. Announcements

7. Adjournment

Memorandum

File #: 25-355 **City Council Meeting**

FROM: Stephen Boorman, Interim General Manger
DATE: Tuesday, August 26, 2025
DEPARTMENT: Idaho Falls Power

Subject
IFP 25-23 Line Clearance Services - Davey Tree Surgery

Council Action Desired
☐ Ordinance ☐ Resolution ☐ Public Hearing
☒ Other Action (Approval, Authorization, Ratification, etc.)
Approve the three-year Line Clearance Service contract with Davey Tree Surgery Company of Livermore, California for a FY 2025/26 budgeted amount of $850,000.00 and give authorization to the Mayor and City Clerk to execute the necessary documents (or take other action deemed appropriate).

Description, Background Information & Purpose
Idaho Falls Power (IFP) solicited bids from qualified contractors to clear tree encroachments form overhead power lines and around city substations. Three bids were received with Davey Tree Surgery Company being the lowest responsive, responsible bidder at $9,117.60 per week (each crew) for an *annual total* of $850,000.00 (approximately 48-50 weeks per year). Of the other two bidders, Tree Service Kings, Inc., was not responsive.

Alignment with City & Department Planning Objectives
☐ ☐ ☐ ☐ ☐ ☐ ☐ ☒
This action supports our readiness for safe and reliable public infrastructure by clearing potential hazards from power lines and substations. This action also supports the reliability element of the IFP Strategic Plan.

Interdepartmental Coordination
The City Legal Department and Idaho Falls Power

Fiscal Impact
This service is funded in the Idaho Falls Power FY 2025/26 budget.

Legal Review
The City Attorney agrees that the desired action is appropriate and compliant with state statute.

CONTRACT FOR CONSTRUCTION

Idaho Falls Power Line Clearance Project

THIS CONTRACT FOR CONSTRUCTION (hereinafter "Contract," or "Agreement"), made and entered into this _____ day of _____, 2025 by and between the City of Idaho Falls, ID (hereinafter called the "City"); and Davey Tree Surgery Company of Livermore, CA (hereinafter called "Contractor").

WITNESSETH THAT, the City and the Contractor in consideration of the mutual covenants hereinafter set forth, agree as follows:

CONTRACT DOCUMENTS

Contractor agrees, at his own proper cost and expense, to do all the work and furnish all the materials, tools, labor and all appliances, machinery, and appurtenances for the Line Clearance Project in accordance with the Proposal made by the Contractor on the 20th day of August 2025 all in full compliance with the Contract Documents referred to herein. The "ADVERTISEMENT FOR BIDS," the signed copy of the "PROPOSAL", the "INSTRUCTIONS TO BIDDERS," and the "SPECIFICATIONS" titled **Line Clearance Contract Specifications** and the fully executed "PAYMENT BOND," "PERFORMANCE BOND," "CERTIFICATE(s) INSURANCE," Liability and Workers Compensation, are hereby referred to and by reference all made a part of this Contract, as fully and completely as if the same were fully set forth herein.

The Owner agrees to pay to the Contractor for the performance of said Contract a total Contract price as stated in the proposal.

CONTRACT TIME AND PAYMENT

Contractor agrees to complete the work within the time specified herein and to accept as full payment for all work, materials or services rendered on or delivered to the Project, an amount determined by the unit price method set forth in the Contract Documents and the Proposal, or the lump sum amount set forth in the Proposal. All work contemplated in the Proposal and the Contract Documents will be completed by September 30, 2026.

The Contract shall to automatically renew for two (2) one (1) year terms, unless either party provides the other party with thirty (30) days written notice prior to the renewal that the party elects to not renew the Contract.

Contractor may, with thirty (30) days written notice prior to the renewal, adjust the rates under this Agreement for inflation. Such adjustment shall be based on the U.S. Consumer Price Index of all Urban Consumers, U.S. City Average ("CPI-U") for the previous twelve (12) months.

TERMINATION FOR CONVENIENCE

The City reserves the right to terminate this contract at any time at its sole discretion, with or without cause. In such event, the City shall serve written notice upon Contractor of its exercise of such right, which notice shall be delivered not less than seven (7) days prior to the date of such termination. Such notice shall be deemed delivered upon its deposit in the U.S. mail, postage prepaid, addressed to the Contractor's last known mailing address, or upon physical delivery of such notice to an officer or agent of Contractor.

In the event of such termination, the City shall, within thirty (30) days after the date of termination, pay Contractor for all work performed prior to the termination date, in accordance with the payment provisions of this Agreement.

CONTRACT EXECUTION AND BONDS

The Contractor agrees to execute this Contract and to deliver to the City of Idaho Falls, security for faithful performance of the Contract in the amount of one hundred percent (100%) of the Contract amount and security for the protection of persons supplying labor or materials for the Contract in the amount of one hundred percent (100%) of the Contract amount within ten (10) days after receipt of notification of acceptance of his Proposal. Such security may be in the form of a Certified Check or Cashier's Check drawn on a bank in good standing; Performance Bond and Payment Bond in the form specified in the Contract Documents and issued by a Surety authorized to issue such bonds in the State of Idaho; or Government Obligations, as defined under Idaho Code Section 54-1901 (2)(h).

If Government Obligations are used in lieu of payment and performance bonds, then separate obligations shall be delivered for the payment and performance security. Such obligations shall be physically delivered to the City in accordance with the provisions of Idaho Code Section 54-1926A and shall be accompanied by a Power of Attorney executed by all owners thereof and in the form specified in the Contract Documents. Each of the obligations shall have a market value on the date of their delivery to the Owner, of not less than one hundred percent (100%) of the Contract amount. If the Contractor elects to deliver a certified check or cashier's check, the Contractor shall also execute and deliver performance and payment security agreements in the form specified by the City. In the event the market value of either of such bonds decreases to an amount less than one hundred percent (100%) of the contract amount, at any time during the performance of the contract, Contractor shall immediately, upon demand of the City, furnish additional government obligations or cash security sufficient to restore the amount of the security to the amount set forth above. If Contractor fails to provide such additional obligations, the City may immediately and without further notice terminate Contractor's right to complete the remainder of the work. In such event, Contractor shall remain responsible for any damages suffered by the City as a result of such termination.

CERTIFICATE OF INSURANCE

Contractor agrees to furnish to the City, **Certificate or Certificates of Liability and Worker's**

Compensation insurance, executed by insurance companies authorized to do insurance business in Idaho, certifying that policies of insurance as required by the Contract have been duly issued to the Contractor and its subcontractors where required. **This paragraph applies to all insurance required by the Contract, including, but not limited to, Worker's Compensation Insurance.**

PAYMENT OF TAXES, EXCISES, AND LICENSE FEES

Pursuant to the provisions Section 63-1503 of the Idaho Code, the Contractor, in consideration of securing the business of erecting or constructing public works in the State of Idaho, recognizing that the business in which the Contractor is engaged is of a transitory character, and that in the pursuit thereof, the Contractor's property used therein may be without the State of Idaho when taxes, excises, or license fees to which the Contractor is liable become payable, agrees:

a) To pay promptly when due all taxes (other than on real property), excises, and license fees due to the State of Idaho, its subdivisions, and municipal and quasi-municipal corporations therein, accrued or accruing during the term of this Contract, whether or not the same shall be payable at the end of such term;

b) That if the said taxes, excises, and license fees are not payable at the end of said term, but liability for the payment thereof exists, even though the same constitute liens upon his property, to secure the same to the satisfaction of the respective officers charged with the collection thereof;

c) That, in the event of the Contractor's default in the payment or securing of such taxes, excises, and license fees, to consent that the Owner may withhold from any payment due the Contractor under the Contract the estimated amount of such accrued and accruing taxes, excises, and license fees for the benefit of all taxing units to which said Contractor is liable.

d) That pursuant to the provisions Section 63-1504 of the Idaho Code, the Contractor shall furnish the Owner evidence that the Contractor has paid all taxes, excises, and license fees due to the State of Idaho and its taxing units, due and payable during the term of the Contract for such construction, and that the Contractor has secured all such taxes, excises and license fees liability for the payment of which has accrued during the term of such Contract, notwithstanding that they may not yet be due or payable.

e) **TO FILL OUT AND RETURN THE IDAHO STATE TAX COMMISSION FORM WH-5 TO THE CITY WITH THE SIGNED CONTRACT.**

APPLICATION FOR PAYMENT

If Contractor faithfully performs the work herein embraced, in accordance with the Contract Documents, the City agrees to pay to the Contractor the amounts set forth in the Proposal, and the Contract Documents, in the manner and at the times provided in the Contract Documents. The City must receive a Public Works Contract Tax Release fully executed by the State of Idaho, Department of Revenue and Taxation prior to payment of retainage to the Contractor.

WARRANTY

The Contractor warrants all defects in the workmanship or materials performed or furnished under this Contract for which there are no specifications or specific provisions in the Contract Documents for a period of one (1) year after the acceptance thereof by the City. In the event of Contractor's breach or failure to conform to the specifications set forth in the Contract Documents, the City may require Contractor to remedy such breach at any time within five (5) years after final acceptance of the project by the City.

INDEPENDENT CONTRACTOR

Contractor understands and agrees that in signing this Agreement, no employer-employee relationship is established between Contractor and City by the terms of this Agreement. It is understood by the parties hereto that Contractor is an independent contractor and as such neither it nor its employees, agents, representatives, or subcontractors, if any, are employees of City for purposes of tax, retirement system, workman's compensation claims, or social security (FICA) withholding.

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.

ANTI-BOYCOTT AGAINST ISRAEL ACT

Pursuant to Idaho Code section 67-2346, if payments under this Agreement exceed one hundred thousand dollars ($100,000) and Contractor employs ten (10) or more persons, Contractor certifies that it is not currently engaged in, and shall not for the duration of this Agreement engage in, a boycott of goods or services from Israel or territories under its control. The terms in this Paragraph that are defined in Idaho Code section 67-2346 shall have the meaning defined therein.

ANTI-BOYCOTT OF CERTAIN SECTORS

Pursuant to Idaho Code § 67-2347A, if payments under this Agreement exceed one hundred thousand dollars ($100,000) and Contractor employs ten (10) or more persons, Contractor certifies that it is not currently engaged in and will not for the duration of the Agreement engage in a boycott of any individual or company because the individual or company engages in or supports either (1) the exploration, production, utilization, transportation, sale, or manufacture of fossil fuel-based energy, timber, minerals, hydroelectric power, nuclear energy, or agriculture; or (2) the manufacture, distribution, sale, or use of firearms, as defined in Idaho Code § 18-3302(2)(d). The terms in this Paragraph that are defined in Idaho Code § 67-2347A shall have the meaning defined therein.

CERTIFICATION OF NO CHINESE OWNERSHIP

Pursuant to Idaho Code § 67-2359, CONTRACTOR certifies that CONTRACTOR is not currently owned or operated by the government of the People's Republic of China and will not, for the duration of this Agreement, be owned or operated by the government of the People's Republic China.

JURISDICTION AND VENUE

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

ATTORNEY FEES

In the event Contractor defaults in the performance of its obligations hereunder and it becomes necessary to commence and prosecute legal action to enforce City's rights hereunder, Contractor shall pay all reasonable attorneys fees and costs incurred by City, if City is determined to be the prevailing party.

FINAL AGREEMENT

This Contract evidences the complete and final agreement of the parties hereto and no other prior statement, understanding or representation shall be binding upon the parties hereto, except as expressly set forth herein.

BINDING EFFECT

This Contract shall be binding upon the heirs, successors, personal representatives, successors and assigns of the parties hereto.

IN WITNESS WHEREOF, said Contractor and City have caused this Agreement to be executed on the day and year first above written.

"CONTRACTOR"

By_____
Kevin Peters - Vice President, General Manager
Davey Tree Surgery Company

STATE OF)
) ss.
County of)

On this _____day of _____, 2025, before me, the undersigned, a notary public for said State, personally appeared _____, known to me to be the _____ of _____, and whose name is subscribed to the within instrument and acknowledged to me that he/she is authorized to execute the same.

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

SEE NOTARY ATTACHMENT
Initials: CS
Date: 9/04/2025

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

"CITY"
City of Idaho Falls, Idaho

By_____
Rebecca L. Noah Casper, Mayor

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, 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 she is authorized to execute the same for and on behalf of said City.

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

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

CALIFORNIA CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)

County of Alameda)

On Sept. 04, 2025 before me, Carolyn Silverthorn, Notary Public,
(here insert name and title of the officer)

personally appeared Kevin Peters

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

CAROLYN SILVERTHORN
Notary Public - California
Alameda County
Commission # 2508478
My Comm. Expires Jan 27, 2029

Signature Carolyn Silverthorn

(Seal)

Optional Information

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this acknowledgment to an unauthorized document and may prove useful to persons relying on the attached document.

Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document titled/for the purpose of Contract for Construction Idaho Falls power,

containing 6 pages, and dated 9/04/2025.

The signer(s) capacity or authority is/are as:

- ☐ Individual(s)
- ☐ Attorney-in-Fact
- ☐ Corporate Officer(s) _____ Title(s)
- ☐ Guardian/Conservator
- ☐ Partner - Limited/General
- ☐ Trustee(s)
- ☐ Other: _____

representing: _____ Name(s) of Person(s) or Entity(ies) Signer is Representing

Additional Information

Method of Signer Identification

Proved to me on the basis of satisfactory evidence:
☑ form(s) of identification ○ credible witness(es)

Notarial event is detailed in notary journal on:
Page # 85 Entry # 3

Notary contact: _____

Other

☐ Additional Signer(s) ☒ Signer(s) Thumbprint(s)

☐ _____

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Memorandum

File #: 25-356 **City Council Meeting**

FROM: Stephen Boorman, Interim General Manager
DATE: Tuesday, August 26, 2025
DEPARTMENT: Idaho Falls Power

Subject
Sole Source - Voltage Regulator System for the Idaho Falls Power City Plant - Basler Services, LLC
Council Action Desired

☐ Ordinance ☐ Resolution ☐ Public Hearing
☒ Other Action (Approval, Authorization, Ratification, etc.)
Accept and approve the sole source proposal pursuant to Idaho Code § 67-2808(2)(a)(ii) and (vii) from Basler Services, LLC. of Littleton, Colorado in the amount of $201,001.19 (or take other action deemed appropriate).

Description, Background Information & Purpose
Basler Services, LLC. was approved as a sole source vendor to provide materials and the technical expertise for an upgrade to the existing Basler Electric Automatic Voltage Regulator Systems for the Idaho Falls Power (IFP) City Plant. The total amount requested includes a 5% contingency.

Alignment with City & Department Planning Objectives
☐ ☐ ☐ ☐ ☐ ☐ ☐ ☒
This purchase supports our readiness for long-term reliability by improving public infrastructure and also supports the reliability element of the IFP Strategic Plan.

Interdepartmental Coordination
The City Legal Department and Idaho Falls Power

Fiscal Impact
Funds for this upgrade are in the 2025/26 Idaho Falls Power CIP budget.

Legal Review
The City Legal Department concurs that the requested Council action complies with Idaho Code § 67-2808(2)(a)(ii) and (vii).

Basler Services, LLC
A Wholly Owned Subsidiary of Basler Electric
E²PS
SEGRITY
8115 Shaffer Parkway • Littleton CO 80127-4110 U.S.A. • Phone 303.988.6659 • www.baslerservices.com• Fed ID 37-0628928

ENGINEERING SERVICES QUOTATION

QUOTATION NO: EC04232025R2 **DATE:** August 18, 2025

CLIENT: AJ Morin
Idaho Falls Power – City Plant, Upper/Lower Bulb
Idaho Falls, ID
541-799-5636
ajmorin@ifpower.org

(NOTICE: This quotation is void unless accepted within 60 days from the date hereof and is subject to change upon notice prior to acceptance.)

WORK SCOPE - Basler Services, LLC agrees to provide the following services to the Client:

☐ Turnkey Installation ☑ Technical Direction ☐ Design / Reporting Services ☐ Budgetary

To provide the Technical Direction Services of a new Basler Electric DECS-450 Voltage Regulator System for Idaho Falls Power at the City Plant unit for a Firm Price of: $191,429.70

This firm price **proposal includes one site mobilization for a total of four days of system testing/checkout and startup for each unit upgrade.** There will be mobilization for the site design visit as well. This site meeting will be to gather system information and drawings to support the upgrade. All days on site are assumed to be ten-hour days with up to six days worked in a row.

In the event there are project delays (wait time) while on-site that are outside the control of Basler Services, LLC, or if there is work executed outside the scope of this proposal, the Client will be billed according to the T&M Rate Schedule below. When wait time on site is billed, productive work time is consumed before accumulated wait time and is subject to the rates outlined in the T&M Rate Schedule on Pg. 2.

CLIENT'S RESPONSIBILITIES:
It will be the responsibility of Client to off-load and securely store the associated shipments at the site, including the new Basler Electric Voltage Regulator System, the test equipment, tools and installation materials.

Any “extra” interface design services or on-site services not yet defined for input into this quotation but required for the overall project work scope completion will be noted to the representative of Client for approval and invoiced as separate items per the Rate Schedule below.

The Client shall furnish all necessary labor supervision, rigging/lifting, building modifications, necessary materials, tools and equipment unless otherwise specified in the Work Scope description.

Client is responsible for disposal of all project related waste.

SCHEDULED DATE FOR SERVICE TO COMMENCE: During scheduled outages in 2026

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ENGINEERING SERVICES QUOTATION

QUOTATION NO: EC04232025R2
DATE: 08/18/2025

T&M RATE SCHEDULE:

Prior to On-Site mobilization and installation services, Basler Services, LLC will submit a Design / Equipment Delivery / Installation / Startup & Testing Schedule for approval. In the event that the performance of work by Basler Services, LLC is delayed by acts of others or by prerequisite work by others, or in the event that interruptions in schedule are caused by others, or extra work beyond the Scope of this Bid is required, charges over and above the quoted price by Basler Services, LLC may apply. The **2025 Rate Schedule** for any time, associated expenses and additional test equipment due to the delays or extra work as noted are as follows:

System Engineer	$335 per Hour ST / $470 per Hour OT / $605 Weekend
Mileage	IRS Current Rate Plus 10%
Travel & Living Expenses	Cost Plus 10%
Shipping Charges	Cost Plus 0%
Associated Services & Expenses	Cost Plus 15%

Notes:

1. **Straight Time Rate:** Based on quantity (5) eight-hour workdays, Monday through Friday. The eight-hour workday will commence at **7:00 AM** or at the start of the first shift of the day.
2. **Overtime Rate:** Based on all time worked or traveled beyond the eight-hour workday, Monday through Friday. Overtime rate is applicable from 12:00 A.M. through 11:59 P.M.
3. **Doubletime Rate:** $605 per Hour will be charged on all time worked or traveled on Saturdays, Sundays, & scheduled Holidays. Doubletime rate is applicable from 12:00 Midnight through 11:59 PM. **2025 Holidays** observed by Basler Services, LLC include New Year's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Day after Thanksgiving Day, Christmas Eve Day, Christmas Day, and New Year's Eve Day. **On-site holiday support is not guaranteed and is solely at the discretion of Basler Services, LLC.**
4. **Travel Time:** Based on all time spent traveling to and from the Work Site. (All hourly time rates will be billed from the time the representative of Basler Services, LLC leave the office until they return.)
5. **Associated Services & Expenses** include additional procurements of Rental Equipment, Craft Labor, Materials, Tools, etc. such as required by Basler Services, LLC in support of the service as per Work Scope as requested by the Client.
6. **Wait Time:** To be billed at 10 hours per day per rate schedule whether on-site or off-site. Days with wait time that include productive time will be billed on a per hour basis. When billing wait time, productive hours are consumed first, regardless of when wait time is accrued. Billing days with 10 hours or more of wait time will include daily living expenses for that day billed per the cost table above.

OTHER ITEMS OF NOTE:

Any changes or additions requested by the Client not included in the Work Scope or this quotation must be covered in the issuance of a new quotation or addendum to this quotation in writing and signed by all parties.

This quotation is subject to the Standard Conditions for Engineering Services.

SUBMITTED Basler Services, LLC:

By Ed Cleary

Title Market Segment Sales Manager

Date August 18, 2025

ACCEPTED BY:

Client _____

Title _____

Date _____

DETAILED WORKSCOPE:

Pricing for this Work Scope is to include the following Tasks:

Research of the existing Generator Control System to finalize Installation Details.

Technical direction services for the removal of the existing DECS-400 systems and Installation of the new Basler Electric DECS-450 systems into the same location.

Client is responsible to supply all installation material needed for installation of the new Basler Electric Exciter System. Basler Services will provide a BOM for Installation material.

Client is responsible for the rigging and lifting required for the removal and installation of all equipment. New raceways and field cabling is not included in this proposal.

This offer assumes reusing existing field wiring. If a problem is found with existing field wiring Basler Services will notify client and any extra work will be billed per the attached rates.

Provide the "Interface Design" of the new Systems including:

1. Provide all revisions to the existing **Elementary System Drawing Package** of the Generator Control and Voltage Regulator Systems.
2. Connection details for all new devices as supplied by **Basler Services, LLC** to be installed in the new Regulator Control Panel.
3. System Connection Drawings.
4. Wiring Lists of wires to be removed, wires to be reused and new wire to be added.
5. Interface details for direct connection of the new excitation equipment to the existing Control System and details on existing equipment to be removed from service.
6. Voltage Regulator Control System Settings.
7. Digital Documentation Package to include;
   a. Instruction Manuals for all equipment of the new Basler Electric Systems.
   b. Digital Drawings (per above), supplied in AutoCAD Format.
   c. Startup Report, including all Software Settings.

Any changes as required to the PLC / DCS / Governor Control System programing, if applicable, for the interface of the new Voltage Regulator System will be the responsibility of customer. DECS systems communicate with many popular DCS, including Emerson Ovation™, GE Mark V, GE Mark VI, GE Mark VIe, Siemens T2k, Siemens T3k, and others. Communication methods used include hardwired I/O, Modbus, and Modbus over Ethernet.

Provide On-Site Technical Direction Services [estimated at three days per unit] by Technical Expert with regard to the Installation, Connection and Interconnection of the new Basler Electric Systems.

1. Remove the **existing DECS-400 system**.
2. **Install the new Basler Electric DECS-450 system in the same location.**
3. Interface with the existing Generator Control, Protection and Annunciator Systems.
4. Provide System Checkout / Testing of all new equipment, devices and interconnection cables.

Provide System Startup Services [one day per unit of On-Site Time by Technical Expert]

1. Shut-down (Unit at standstill) checks with external equipment – DCS, Remote Switches, etc.)
2. Off-Line (Rated Speed No-Load) Set-Up and Testing of the new Voltage Regulator Control System.
3. On-Line (With Load) Set-Up and Testing of the new Voltage Regulator Control System

Provide the "final" System Startup Report with regard to the commissioning of the new Basler Electric Type DECS-450 System.

On-Site Commissioning Tests by the Startup Engineer(s) from **Basler Services, LLC** of the new **Basler Electric** Type DECS System will include, but not limited to, the following;

Pre-Excitation System Checks (Unit @ Standstill)

- Wire Checks / Ground Checks of the new System
- Control I/O Testing & Sequence Testing
- Loss of PT Signal Transfer Testing
- Excitation Simulation Checks (Dummy Load Test)
- Current & Voltage Signal Injection
- Alarm Checks
- DCS Interface Checks
- System “Trip” Tests
- DECS Module Software Setup

Off-Line, Full Speed No-Load System Checks

- AVR “Automatic Voltage Regulator” Start Sequence
- FCR “Field Current Regulator” Start Sequence
- AVR Step Response Testing & FCR Step Response Test
- Off-Line OEL Overexcitation Limiter Stability Step Test
- Saturation Curve Testing

On-Line System Tests

- AVR Step Response Test & FCR Step Response Test
- On-Line OEL Overexcitation Limiter Stability Step Test
- UEL Underexcitation Limiter Settings & Stability Step Test

EQUIPMENT SPECIFICATIONS:

Replace Basler Exciter 9316300100/9504300100

consisting of digital excitation controller and fan-cooled rectifier bridge assembly, complete with accessories listed below, mounted and wired and tested in a NEMA 1 Control/Rectifying cubicle. The quoted control/rectifying excitation equipment is for use with a brush-type synchronous generator with main field requirements of 500 Amperes at 250 Volts at rated load and power factor. **THE DECS 450 125V - 700A HAS A CONTINUOUS CURRENT RATING OF 600 AMPERES, WITH A 45-SECOND FORCING RATING OF APPROXIMATELY 900 AMPERES AT 360 VOLTS AND NEGATIVE FORCING TO -325 VOLTS (Dependent upon existing PPT ratings) - FOR OPERATION AT AMBIENT TEMPERATURES TO 40°C AT ALTITUDES TO 1000 METERS.**

The quoted system includes:

Excitation Control/Rectifying Cabinet

Indoor, NEMA Type 1
Exterior ANSI Gray #61 (light gray)
Cabinet Line-Up,
72″W × 36″D × 90″H + 4″H vent hood
Approximately 2000 lbs.
Basler will review at design to determine whether new system can utilize the same dimensions of 69”x30” (9316300100) if needed by the customer

Cabinet Mounted Switchboard Meters:

Field Current
Field Voltage

Door Mounted Switches:

START / STOP
AVR / FCR
RAISE / LOWER
Reset to Normal

Cabinet Mounted Indicator Lights:

Crowbar Fired
Extended Over-Excitation

Cubicle light and convenience outlet

Strip Heater with thermostat

DECS-450 2C0NNTC digital controller with the following features:

Voltage Regulation: 0.10% steady state/0.20% no-load to full-load
During overspeed, regulation ±1% up to 300% of the nominal frequency.
True RMS sensing
Paralleling Compensation, reactive droop or differential
Line Drop Compensation
Load Sharing over Ethernet
Manual Field Current/Voltage Regulator
Var and Power Factor Controller
Auto Tracking of inactive control modes to active control modes
Auto Tracking between redundant controllers (if equipped)
Dual Settings Groups

- Autotuning of PID/Gain values
- Field-Flashing (Build-Up) Control
- Generator Voltage softstart
- Integrated Automatic Synchronizer – With Anticipatory and Phase Lock Loop styles *(not used in design unless specified)*
  - Generator-to-bus Voltage matching
- Limiters -
  - Stator-Current Limiter scalable
  - Over excitation limiting,
    - On-line/Off-line
    - Scalable
    - Integrating Reset
- Under excitation limiting
  - Under frequency limiting or selectable Volts/Hertz Ratio
- Metering, real time, 36 parameters
- Control -
  - Front panel keypad switches
  - Provisions for external hardwired contacts
  - ModBus™ software control by distributed control system
  - Auxiliary Analog input signal – e.g., air inlet temperature from Owner's RTD
- Preposition setpoints (maintain or release)
- Setpoint position indication
- Protection -
  - Generator over/under voltage
  - Generator over/under frequency
  - Generator over current
  - Field over voltage
  - Field over current
  - Field over temperature
  - Watchdog
  - Synch Check (If Auto Synch is disabled)
  - Failure to build Voltage (Over flash protection)
  - Loss of Voltage sensing
  - Reverse Power (32)
  - Loss of Field (40Q)
  - Volts/Hertz (24)
  - Configurable Protection
- Communication -
  - USB (Front panel)
  - RS-485 port (ModBus™)
  - Ethernet port (ModBus™ TCP, 100 Base TX or optional 100 Base FX)
  - Profibus (Optional)
  - CANbus -
    - J1939 to CAN Network
    - To remote I/O expansion devices
  - RS232 for External Auto Tracking between dual controllers
  - IRIG time synchronization
  - NTP time synchronization (via Ethernet)
- Four (4) Analog current loop outputs -
  - 4-20 mA, 0-10Vdc or +/- 10Vdc
  - Programmable metering outputs

Signal Generator
Bode plot – phase and gain
Oscillography, data capture during system events -
6 event records, 6 variables per record
One Record, 6 Variable Trending
Sequence of Events Recorder
BESTCOMS*Plus* PC Software

DECS-450 Field Isolation Transducer

Sequencing relays
On/Off control
Auto/Manual transfer

Provisions for remote operation:
Start/Stop Exciter
Auto/Manual Transfer
Setpoint adjuster

Contacts wired for remote annunciation:
On/Off
Auto/Manual
Limiter active
Protection trip

ES-74S Independent Field Overcurrent Relay
BE1-64F Field Ground Detector Relay

AC Field Breaker, molded case switch with Motor Operator accessory

Field Flashing Circuit from customer's 125 Vdc station batteries**,**

Digital Thyristor Firing Circuit

Positive/Negative Field Forcing Bridge Rectifier

(rated 125V, 1000 Adc)
Current Limiting Fuses
Field Crowbar/Discharge Circuit
Fuse Failure Indication
Forced Air Cooling
Provisions for remote reset switch for redundant fans

Field Discharge Resistor

Surge Suppressor

Standard Factory Tests

BESTCOMS*Plus*® Software – compatible with Windows™
Operation & Maintenance Instruction Books, electronic, downloadable four weeks after shipment of the equipment

Project Milestone	Estimated Time (Weeks)	Explanation
Order Entry & Engineering Drawing Creation	8	Estimated time required for the order to be entered and for approval drawings to be created for submittal to the customer. Drawings consist of a system interconnection diagram, excitation cubicle outline, and if ordered, a transformer enclosure outline.
Customer Drawing Review & Approval	2	The quoted lead-time anticipates customer approval within 2 weeks of drawing submittal. System design and/or manufacturing will remain on hold until customer approval is received. If the approval process extends beyond 2 weeks, Basler Electric reserves the right to re-evaluate quoted shipping schedule based on manufacturing backlog.
DECS-450 Systems	27 – 29	The estimated time required to finalize the design of and manufacture a new excitation system after customer approval of drawings. This time is based on engineering resources, current production backlogs and material procurement lead times. Witness testing is NOT included in these estimates.
Power Potential Transformer (PPT) Manufacturing	34 – 36	The estimated time required to manufacture a PPT. This is a parallel manufacturing process to System Manufacturing.

Lead times are updated when an order is placed and confirmed when the design is released to manufacturing. Actual lead times may differ from the estimate due to system complexity, component availability, or manufacturing backlog. *Estimated Lead Times reflect design and production of a typical system as of 5/1/2025. Customer delays associated with order entry and drawing approval may also impact lead time.*

Terms and Conditions for Basler Equipment: Basler Terms and Conditions **Form No. FA100001** apply to this quotation. All prices are quoted in United States Dollars (US$). The unit price for equipment quoted included in this quotation is valid for 60 days from the date of issuance.

SPARE PARTS:

Preliminary Spares – LIST PRICE

Q'ty	ITEM	UNIT Price
1	DECS-450 Digital Excitation Controller (no PSS)	$36,621.75
1	Field Isolation Transducer & Cable	$3,249.90
1	Digital Thyristor Firing Circuit Module	$9,485.20
3	Rectifier Bridge Semiconductor Protection Fuses	$2,058.50
2	Metal Oxide Varistor	$667.00
1	Fan, (bridge cooling) for 1000-A rectifier	$299.00
1	Gate Amplifier Board	$8,665.25
1	Rectifier Control Board, PCB #2	$5,922.50

Payment Schedule:

Upon credit approval, invoicing will be based on the following milestones and payment will be due **NET THIRTY DAYS** upon Date of Invoice. The proposed Schedule for Invoicing will be as follows:

10% - Site Design Visit

20% - Submit Installation Drawings

40% - Equipment Delivered to the Site

15% - Completion of the Installation

10% - Commissioning of the Excitation System

5% - Final Documentation Submitted

In the event of a dispute with regard to a portion of any invoice, the undisputed portion shall be paid without delay.

In the event Client has failed to make payment as required hereunder, Basler Services, LLC shall have the right at its option to either suspend work or to cancel this Contract in its entirety. Such suspension or cancellation shall not relieve Client of its obligation to pay the amounts due for work performed.

Basler Services, LLC retains all rights, title and interest in and to all Work Product created under this contract, including, without limitation, all intellectual property rights therein. Work Product shall mean all tangible material created in connection with the services rendered by Basler Services, LLC under this contract, including but not limited to drawings, engineering specifications, training materials and reports, fixed in any printed, graphic, written, electronic, magnetic, optical or other form of expression now or hereafter known.

Any copies of Work Product provided to the Client shall be for the Client's personal use only, which use shall include the verification of compliance with regulatory requirements, the performance of further testing, maintenance or modification of the Client's power systems, and equipment by third parties. Work Product shall not be published or sold by the Client; nor shall it be used to prepare derivative works. During and after the term of this contract, unauthorized use or disclosure of Work Product shall be prevented. Except as permitted herein, the Client shall not disclose, distribute or otherwise disseminate any Work Product to any third party.

Option: **Modeling and Reporting (MOD-025-2/026/027,PRC-019/024)**

Refer to Modeling & Reporting Quotation submitted with this quotation. Modeling orders purchased with system upgrade order receives a 5% discount off of list pricing.

Option: **To provide On-Site Technical Training on the Operation & Maintenance of the new DECS-450 Excitation Control System based on One Day of an On-Site Training Seminar for Training for a Firm Price Adder = $12,120.00.**

Training Manuals will be included for this On-Site Training Seminar.

The Preliminary Course Outline includes, but not limited to, the following topics;

1. Review of Automatic vs Manual Voltage Regulator Control
2. Theory of Operation of the new Excitation System (Block Diagrams)
3. DECS "Protection" Functions and "Limiting" Functions
4. Human-Machine Interface (HMI) Operation
5. DECS Operating Procedures
6. DECS Operation of all Auxiliary Equipment
7. DECS System Control & Alarms - description and response required
8. Review of the DECS System Software Settings, and Interface to the DECS System with the Personal Computer (Laptop)
9. Troubleshooting & Maintenance of the DECS System

Option: **Factory Acceptance Testing/Witness Testing** – at workshop, for one day. **Basler Electric**'s project coordinator will notify **Basler Services LLC**'s contact with at least two weeks' notice of the schedule for final factory acceptance testing (FAT). Prior to the testing, **Basler Electric**'s project coordinator will submit the factory acceptance testing plan for review and acceptance. **Basler Services LLC** will notify **Basler Electric**'s project coordinator of who will be visiting the factory and when, **for a Firm Price Adder = $12,212.50.**

BASLER SERVICES, LLC
STANDARD CONDITIONS FOR ENGINEERING SERVICES

Sale of any services or related material covered by this quotation is conditioned upon the terms and conditions contained herein. Any additional or different terms and conditions proposed by the Client are objected to and will not be binding upon Basler Services, LLC (hereinafter referred to as the Company) unless specifically assented to in writing by an authorized representative of the Company. Any order for or any statement of intent to purchase hereunder or any direction to proceed with the work shall constitute assent to these terms and conditions.

LIMITATIONS OF LIABILITY: (1) The Company's liability on all claims of any kind (excluding death or bodily injury), whether based on contract, indemnity, warranty, tort (including negligence), strict liability or otherwise, for all losses or damages arising out of, connected with, or resulting from this contract, or from the performance or breach thereof, or from any services covered by or furnished under this contract or any extension or expansion thereof (including remedial warranty efforts), shall in no case exceed the contract price. (Where there is no specific price established, the contract price will be considered to be the charges allocated to the Client's specific work authorization for the separate work effort giving rise to a claim.) Except as to title to any materials furnished, all such liability shall terminate upon the expiration of the warranty period specified in the article entitled "WARRANTY".

(2) In no event, whether on contract, indemnity, warranty, tort (including negligence) or otherwise, shall the Company or its suppliers be liable for special, incidental, exemplary or consequential damages, including but not limited to, loss of profits or revenue, loss of use of the equipment or any associated equipment, cost of capital, cost of purchased power, cost of substitute equipment, facilities or services, downtime costs, or claims of customers of the Client for such damages and the Client will indemnify the Company, its subcontractors and suppliers against any such claims from the Client's customers. If the Client is furnishing the Company's services or materials to a third party by contract, the Client shall obtain from such third party a provision affording the Company and its suppliers the protection of the preceding sentence.

(3) In no event shall the Company be liable for any loss or damage whatsoever arising from its failure to discover or repair latent defects or defects inherent in the design or the equipment. If the Company furnishes the Client with advice or assistance concerning any products, systems or equipment which is not required pursuant to this contract, the furnishing of such advice or assistance will not subject the Company to any liability whether in contract, indemnity, warranty, tort (including negligence) or otherwise.

(4) The invalidity, in whole or in part, of any of the foregoing paragraphs will not affect the remainder of such paragraph or any other paragraphs of this article.

WARRANTY: (1) The Company warrants to the Client that the services will be performed in a competent manner and will be free from defects in workmanship and material. The conditions of any test shall be mutually agreed upon and the Company shall be notified of, and may be present at, any test. The warranties and remedies set forth herein are conditioned upon (a) proper storage, installation, use and maintenance, and conformance with all recommendations of the Company, and (b) the Client promptly notifying the Company of any defect and, if required, promptly making the equipment available for correction. The Company's obligation under this warranty shall expire with the completion of this service. It is exclusive and in lieu of all other warranties, whether written, oral, implied or statutory, but it does not affect any separate express warranty which may apply to the equipment on which the work is performed. NO IMPLIED STATUTORY WARRANTY OR MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE SHALL APPLY. The Company does not warrant any product, material or services of others which the Client has designated. Unless expressly stated in the work scope, the Company does not warrant the fitness or suitability of the equipment on which the services are performed, or any modification thereof, for any specific application, performance, results or use.

(2) Provided that the Company has been promptly notified in writing, the exclusive remedy for any claim made on failure of, or defect in, services, products or materials furnished hereunder, and whether a claim, however instituted is based on contract, indemnity, warranty, tort (including negligence), strict liability or otherwise shall be the reperformance by the Company of any defective portion of the services furnished and the supplying of any conforming material; provided, however, that if such reperformance is impractical, the Company will furnish without charge services in an amount essentially equal to those which, in the sole judgment of the Company, would have been required for reperformance.

CHANGES: Any change is scope of work needs to be agreed to in writing by both the Company and the Client. All specifications and requirements from the client must be specified via formal purchase order or other agreed upon document.

CLIENT OBLIGATIONS: The Client shall have the following obligations to insure that the Company's work is completed in a timely manner:

(1) The Client shall undertake all that is deemed necessary in order that work can be completed on time and carried out without hindrance or interruption.

(2) The Client shall ensure all necessary preparatory work has been completed at Client's job site.

(3) The Client shall inform the Company in writing prior to Company employees arriving at the job site of any legal, official, and/or other regulations, requirements or restrictions that might apply to the work to be performed.

(4) The Client shall, at its expense, have taken all the necessary safety prevention measures required. The Client shall inform the Company in writing and prior to Company employees arriving at the job site of any special precautions required in relation to the work to be performed.

(5) The Client shall provide suitable working conditions with suitable sanitary facilities for Company employees.

(6) The Client shall ensure that Company employees receive any necessary information and documentation necessary to perform the required work and to insure that all necessary permits, if required, are obtained for the import and export of tools, equipment, and materials needed at the job site.

(7) Should the Client fail to fulfill their obligations, in whole or in part, the Company is authorized to, in their sole discretion either cancel the work to be performed, correct such deficiencies itself with approval from the Client, or requote the work to be performed.

(8) Should the Company encounter any danger or be materially hindered in carrying out the work due to any reason beyond the control of the Company, the Company shall be allowed to withdraw its employees from the site. In such event, the hourly/daily rates will be invoiced as standby time, plus travel, board and lodging costs, as applicable.

TRANSPORTATION AND DELIVERY: Unless Company otherwise specifies, delivery will be made Ex Works manufacturing plant or shipping point, title and risk of loss shall pass to Client at the point freight collect. Company shall have the right to change means of transportation and to route shipment when specific instructions are not included with Client's order. When Client's shipping instructions are vague, such as "ship best way" or "ship cheapest way", Company shall not accept nor be responsible for any claims for alleged excess transportation cost. Company shall have no liability whatsoever nor shall this order be subject to cancellation for delays in delivery due to act of God, civil or military riot or commotion, strikes, labor disturbance, vandalism, fire, war, insurrection, transportation, weather, federal, state or municipal orders and directions, default of supplier or subcontractor or due to any other cause beyond Company's control. In such an event or events causing delay for any such cause, the specified delivery date shall be extended for a reasonable length of time but not less than the period of delay.

PATENTS: The Company may, in the performance of this contract, furnish or install goods which may be purchased from other sources, manufactured by the Company to meet the specific circumstances arising under this contract, or manufactured by the Company to the requirements of the Client's instructions, designs or specifications. These items are furnished by the Company in accordance with the exigencies and needs of the particular contract and under circumstances which do not ordinarily allow investigation of possible risks arising under patents. The Company, therefore, assumes no obligation to the Client with respect to such risks. Further, Client will indemnify and defend Company against any suit or proceeding related to any such risks or patents.

BASLER SERVICES, LLC
STANDARD CONDITIONS FOR ENGINEERING SERVICES

SALES AND SIMILAR TAXES: The contained prices do not include sales, use, excise, value-added or similar taxes. Consequently, in addition to the price specified herein, the Client shall pay, or reimburse the Company for, the gross amount of any preset or future sales, use, excise, value-added or other similar tax applicable to the price, sale or furnishing of any services or products hereunder, or to their use by the Company or the Client, or in lieu thereof the Client shall provide the Company with tax exemption evidence acceptable to the taxing authorities.

SUSPENSION/CANCELLATION: In the event the Client requests a suspension of work under this contract, the Client shall, in writing, notify the Company reasonably in advance of the suspension date; this notification will indicate the anticipated suspension period. The Company shall advise the Client of the price adjustment resulting from the planned suspension of the work. The price adjustment will be based on the Company's ability to reasonably relocate manpower and any materials or equipment during the suspension period.
If the financial condition of the Client at any time does not, in the judgment of the Company, justify continuance of the work to be performed hereunder on the terms of payment agreed upon, the Company may require full or partial payment in advance or shall be entitled to cancel the contract and shall receive reimbursement for its reasonable and proper cancellation charges. In the event of bankruptcy or insolvency of the Client, or in the event any proceeding is brought against the Client voluntarily or involuntarily, under the bankruptcy or any insolvency laws, the Company shall be entitled to cancel the contract at any time during the period allowed for filing claims against the estate and shall receive reimbursement for its reasonable and proper cancellation charges. The Company's rights under this paragraph are in addition to all rights available to it at law or in equity.

SUBCONTRACTOR: The Company reserves the right to utilize a subcontractor to complete all or a portion of the services.

DELAY IN PERFORMANCE: The Company shall not be liable for delay in performance due to (1) causes beyond its reasonable control, or (2) acts of God, acts of the Client, prerequisite work by others, acts of civil or military authority, priorities, fires, strikes, shortages, or (3) inability to obtain or delay in obtaining, due to causes beyond its reasonable control, suitable labor, material, or facilities required for this contract, In the event of any such delay, the time of performance shall be extended for a period equal to the time lost by reason of the delay. In the event the Company's performance of work is delayed by acts of the Client or is delayed by prerequisite work by others, the Company shall be entitled to an adjustment for time and expenses resulting therefrom in addition to extension of the time and performance.

GENERAL: The Company shall not be responsible for the acts and workmanship of the employees, contractors, subcontractors or agents of the Client. Furthermore, the Company shall not be liable for any property damage (including the equipment within the work scope description) or personal injury caused by (1) the negligence or fault of the employees, contractors, subcontractors agents or materialmen of the Client, or (2) failure to observe the Company's advice, or (3) the failure or malfunctioning of any tools, facilities or devices not furnished by the Company, or (4) use of instruments and/or the making of adjustments by the employees, contractors, subcontractors or agents of the Client.
The Company's liability for any loss or damage shall not include loss or damage caused by units or parts returned to use at the request of the Client against the advice of the Company.
The Company reserves the right to subcontract any of the work scope to one or more subcontractors. The delegation or assignment by the Client of any or all of its duties or rights hereunder without the Company's prior written consent shall be void. Any information, suggestion or ideas transmitted by the Client to the Company in connection with performance hereunder are not to be regarded as secret or submitted in confidence except as may be otherwise provided in a writing signed by a duly authorized representative of the Company. Nothing contained in this contract shall be construed to constitute the Company as a partner, employee, or agent of the Client. Nor shall either party have any authority to bind the other in any respect; it being intended that each shall remain independent and responsible for its own actions. The validity, interpretation and performance of this contract shall be controlled by and construed under the laws of the State of Illinois.

INDEMNITY: Client agrees to hold harmless and indemnify Company, its directors, officers and employees from and against any and all losses, claims, attorneys' fees and expenses arising from the negligent act or omission or willful misconduct of Client which causes the death of, injury to or damages the property of any person or which arises out of Client's breach of its obligations set forth in this agreement.

COMPLETE AGREEMENT: This contract contains the complete agreement between the parties, and no modification, amendment, rescission, waiver or other change will be binding on the Company unless assented to in writing by an authorized representative of the Company. Any oral or written representation, warranty, course of dealing or trade usage not contained or referenced herein will not be binding on the Company.

Memorandum

File #: 25-357 **City Council Meeting**

FROM: Pam Alexander, Municipal Services Director
DATE: Tuesday, September 2, 2025
DEPARTMENT: Municipal Services

Subject
Purchase Water Meters and Cellular Endpoints for Public Works

Council Action Desired
☐ Ordinance ☐ Resolution ☐ Public Hearing
☒ Other Action (Approval, Authorization, Ratification, etc.)
Declare Hydro Specialties Company as the only vendor reasonably available for the purchase of Badger water meters and cellular endpoints per Idaho Code § 67-2808(2)(a)(ii) and (vii); and accept and approve the quote received from Hydro Specialties Company, for Badger meters and cellular endpoints for a total of $198,704.00; and direct staff to complete the purchase of Badger replacement and resale parts (or take other action deemed appropriate).

Description, Background Information & Purpose
Hydro Specialties Company was approved as a sole source vendor for the purchase of Badger water meters during the January 23, 2023, City Council work session. The declaration of sole source met the criteria set forth in Idaho Code § 67-2808(2)(a)(ii) and (vii). The purchase of water meters and cellular endpoints will replenish Water Division inventory. Restatement of the Council's sole source declaration will allow for purchase of compatible replacement parts and city resale of such parts.

Alignment with City & Department Planning Objectives
☐ ☐ ☒ ☐ ☐ ☐ ☐ ☐
This purchase supports the well-planned growth and development community-oriented result by allowing development the flexibility of purchasing water meters from the city or supplier.

Interdepartmental Coordination
Public Works concurs with the recommended purchase.

Fiscal Impact
Sufficient funding to purchase the water meters and cellular endpoints is available within the Public Works Water Division operating budget. Water meters purchased by the City will be resold at actual cost pursuant to Idaho Code § 67-2808(2)(a)(vii).

Legal Review
The Legal Department has reviewed the matter and concurs that the Council action is complaint with Idaho Code § 67-2808(2)(a)(vii) as a sole source purchase for resale.

Quotation

Quote From:

Hydro Specialties Co.
14435 S. Center Point Way
Bluffdale, UT 84065

Phone: 801-562-9130
Fax: 801-562-9140

Quote # **WJ250815-1337**
Date: 08/15/25
Terms: Net 30 days
Freight: F.O.B. Bluffdale, Utah
Taxes: If applicable, are not included
Ref. No:

Quote To:

City of Idaho Falls
Attn: Andrew

Fax:

Project:

Item	Quantity	Description	Unit Price	Amount
1	100	1 1/2" Badger E-Series Meter w/ Digital Register & 6' Nicor Cable, Gallons	701.80	70,180.00
2	100	2" Badger E-Series Meter w/ Digital Register & 6' Nicor Cable, Gallons	942.92	94,292.00
3	200	Orion Cellular HLD Endpoint w/ Install Kit	171.16	34,232.00

Sub total		$ 198,704.00
Discount		
Tax	7.25%	
Total		$ 198,704.00

Notes:

Pricing effective 30 days from quote date

Authorization:

Name: Jonas Welch
Date: 08/15/25
Signed: _____

Memorandum

File #: 25-358 **City Council Meeting**

FROM: Pam Alexander, Municipal Services Director
DATE: Tuesday, September 2, 2025
DEPARTMENT: Municipal Services

Subject
Design and Build Fuel Canopy at the City/County Joint Fuel Facility

Council Action Desired
☐ Ordinance ☐ Resolution ☐ Public Hearing
☒ Other Action (Approval, Authorization, Ratification, etc.)
Approve the quote received from Leonard Petroleum Equipment of Idaho Falls for a total of $315,055.53 (or take other action deemed appropriate).

Description, Background Information & Purpose
Approval of this request will result in the completion of the first of two phases in the construction of the City/County Joint Fuel Facility. The first phase will design, purchase, and install canopy over the fuel dispensers used by both the City and County. This bid opportunity was published as Bid IF-25-021, Design/Build Fuel Canopy and closed on May 28, 2025, with no bids received. Idaho Code § 67-2805(2)(a)(viii) and (2)(b)(xi) provides a means for the city to procure goods or services without further competitive bidding procedures. City Council approved an amendment to the Joint Fuel Facility agreement during the Tuesday, November 26, 2024, City Council meeting. Section 5.3.1 of the amendment identifies the agreement to construct a canopy over the fuel pumps at the facility, sharing the construction costs, with the city managing the construction.

Alignment with City & Department Planning Objectives
☐ ☐ ☐ ☐ ☐ ☐ ☐ ☒
The design, purchase and installation of the canopy at the Joint Fuel facility supports the reliable public infrastructure community-oriented result to weather protect City and County shared fuel dispenser equipment and employees, when in use.

Interdepartmental Coordination
Bonneville County Commissioners, Bonneville Public Works, and Municipal Services have worked collaboratively and concur with the contract award recommendation. The Bonneville County Commissioners met on 2 September 2025, and approved the expenditure of 50% of the quote amount of $315,055.53.

Fiscal Impact
A total of $275,000 has been identified as an approved general fund, capital project within the Municipal Services Department. These funds are also identified for carryover into the 2025/26 fiscal year capital budget.. An additional $40,055.53 has been identified from phase II, the installation of new fuel tanks, as the addition of the canopy will accommodate the installation of additional fuel tanks in the future.

Legal Review
The Legal Department concurs that the requested Council action complies with Idaho Code § 67-2805(2)(a)(vii) and (2)

(b)(xi).

Leonard PETROLEUM Equipment
Of Idaho Falls

Po Box 2318
3901 N. Yellowstone
Idaho Falls, ID 83401
Phone (208) 522-7547 Fax (208) 522-0660
Sales@LEPetro.com

ESTIMATE

Date	QUOTE#
8/15/2025	IFEST4911

Name / Address
CITY OF IDAHO FALLS ATTN: ACCOUNTS PAYABLE PO BOX 50220 IDAHO FALLS, ID 83405 P.O. #116250

Job Address
CITY OF IDAHO FALLS 2530 HEMMERT IDAHO FALLS, ID 83401

Terms	Attention	STATUS
DOWN PAYMENT	Stan	

Qty	Part Number	U/M	Description	Price	Total
			The City of Idaho Falls requested an estimate to install a canopy at their existing fuel site. Stan 208-612-8432 <SJagielski@idahofalls.gov>		
			CANOPY QUOTE - OPTION I		
1	CUSTOM CANOPY		QUALITY CANOPY	162,300.00	162,300.00T
			57' X 66' - 5 COLUMN GENERIC SPEC WITH 13' -4.5" TEE. x 16' HIGH		
			ENGINEERED DRAWINGS - 3 COPIES, ID SEAL (PDF COPY)		
			PRIME COATED STEEL		
			(16) ANCHOR BOLTS AND TEMPLATE		
			CANOPY CLEARANCE 16' FROM GRADE TO BOTTOM OF FASCIA (DOES NOT COVER OVER A 2" DROP IN ELEVATION)		
			(5) COLUMNS, 12" SQUARE WITH INTERNAL DRAINS		
			CENTERS (SEE ATTACHED DRAWINGS)		
			PRIME COATED STRUCTURAL STEEL		
			20 GAUGE WHITE EMBOSSED ROOF DECK PANELS / GUTTER		
			36" WHITE FASCIA		
			INCLUDES SHIPPING, LABOR, INSURANCE AND EQUIPMENT RENTAL		

ALL SPECIAL ORDER EQUIPMENT WILL REQUIRE A 50% DEPOSIT. ALL DISPENSERS MUST BE PAID IN FULL WITHIN 10 DAYS OF SHIPPING FROM THE FACTORY. THIS QUOTE IS GOOD FOR 30 DAYS

Payments using credit cards are subject to additional 4% fee. If terms are not met, a 15% service charge will be added to unpaid balance. Any alterations or deviations from the attached quote involving extra costs will be executed only upon written orders, and will become an extra charge over and above the quote price. All agreements contingent upon strikes, accidents or delays beyond our control. Any costs associated with hidden or unforeseen rock formations, buried piping and/or buried utilities and/or damaged conduit and/or wire, or such are also beyond our control and are separate and apart from this agreement. Any liability incurred or consequence are the sole responsibility of the owner of location and or business. Our workers are fully covered by Workman's Compensation Insurance.

Subtotal	
Sales Tax (0.0%)	
Total	

PLEASE DATE & SIGN IF ESTIMATE IS ACCEPTED.

Date _____ Signature

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ESTIMATE

Date	QUOTE#
8/15/2025	IFEST4911

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Terms	Attention	STATUS
DOWN PAYMENT	Stan	

Qty	Part Number	U/M	Description	Price	Total
			BASED ON 2 TRIPS. FIRST TRIP WILL SET RED IRON. CANOPY WILL SHIP ON(1) LOAD AND BALANCE WILL BE STORED ON SITE UNTIL OUR RETURN TRIP. BALANCE OF INSTALLATION TO TAKE PLACE OVER CONCRETE / ASPHALT. IF CONCRETE PAD ONLY, WE MUST HAVE AN 8' LEVEL, COMPACTED PERIMETER AROUND SLAB.		
			~~NOTE~~ DUE TO UNPRECEDENTED ERRATIC STEEL COSTS, PROPOSAL MAY BE WITHDRAWN IF NOT ACCEPTED WITHIN 3 DAYS. CANOPY WILL NEED TO BE REQUOTED AT TIME THAT FOOTING ELEVATIONS HAVE BEEN SUBMITTED AND CANOPY IS RELEASED FOR FABRICATION. STEEL PRICING CAN BE LOCKED IN ONLY AT THIS TIME. FREIGHT COSTS ARE ALSO BASED ON CURRENT RATES. A SURCHARGE MAY BE ADDED AT TIME OF INVOICE. PRICE IS BASED ON NON UNION LABOR.		
			INSTALL 13 CANOPY LIGHTS		
13	SCV-LED-15L-SC-UNV-DI...		LSI 15,000-LUMEN CANOPY FIXTURE	315.00	4,095.00T

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Subtotal	
Sales Tax (0.0%)	
Total	

PLEASE DATE & SIGN IF ESTIMATE IS ACCEPTED.

Date _____ Signature

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Terms	Attention	STATUS
DOWN PAYMENT	Stan	

Qty	Part Number	U/M	Description	Price	Total
1	CONCRETE CUTTING		EC CONCRETE CUTTING TO CUT AND REMOVE (5) 8' X 8" X 10" THICK CONCRETE PADS FOR CANOPY FOOTINGS, (1) 42' x 2' x 10" - (1) 42' x 2' x 4" BLACKTOP - (1) 23' 6" X 2' X 4" BLACKTOP - (2) 15' X 2' X 10" ALL CUT AND REMOVE FOR CANOPY DRAINS TO HOOK INTO EXISTING STORM DRAINS	21,000.00	21,000.00
1	CONCRETE		LABOR AND MATERIALS FOR 5 CANOPY FOOTINGS, (5) DRAIN HOOK UPS, RE-POUR FLAT WORK	115,260.53	115,260.53T
			(1) HYDRO-VAC FOR 5 COLUMNS		
			(5) REBAR CAGES		
			(5) 4' X 12' STEEL SONOTUBE		
			(12) YARDS (ESTIMATE) FLOW FILL FOR OUTSIDE OF COLUMNS		
			(40) YARDS (ESTIMATE) CONCRETE FOR COLUMNS		
			(5) NON SHRINKING GROUT FOR COLUMNS		
			(25) YARDS (ESTIMATE) FOR FLAT WORK		
			(1) ASPHALT PATCH		
			(168') DRAIN PIPE AND FITTINGS TO HOOK INTO EXISTING STORM DRAINS		
1	FIRE PERMIT		CITY PERMIT IF REQUIRED	4,500.00	4,500.00T
			~~NOTE~~~		

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Subtotal	
Sales Tax (0.0%)	
Total	

PLEASE DATE & SIGN IF ESTIMATE IS ACCEPTED.

Date _____ Signature

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Terms	Attention	STATUS
DOWN PAYMENT	Stan	

Qty	Part Number	U/M	Description	Price	Total
			ENGINEERING HAS NOT BEEN PROVIDED UNTIL CANOPY IS ORDERED. WE ARE ESTIMATING THE SIZE OF THE FOOTINGS. WE WILL ADD ANY ADDITIONAL CONCRETE AND SONOTUBE SIZE AS NEEDED AS PER ENGINEERING.		
			AN ADDITIONAL COST WILL INCUR IF ANY SAFETY CONES, STEEL COVERS OVER HOLES, OR CONCRETE BLOCKS ARE NEEDED FOR THIS PROJECT.		
			ANY EXTRA CONCRETE REMOVAL, EXCAVATION, OR LAVA ROCK REMOVAL WILL BE AN ADDITIONAL CHARGE.		
			FERRELL DEVELOPMENT WILL HAVE THE PROPERTY LOCATED FOR ANY UTILITIES. FERRELL DEVELOPMENT DISCLAIMS ANY LIABILITY FOR ANY DAMAGE TO UNDERGROUND UTILITIES, FOR EXAMPLE - ELECTRICAL - GAS - WATER - SEWER - OR TELECOMMUNICATIONS LINES		

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Subtotal

Sales Tax (0.0%)

Total

PLEASE DATE & SIGN IF ESTIMATE IS ACCEPTED.

Date _____ Signature

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Terms	Attention	STATUS
DOWN PAYMENT	Stan	

Qty	Part Number	U/M	Description	Price	Total
1	ELECTRICAL		ELECTRICAL LABOR AND MATERIALS TO RUN EXISTING CONDUITS ON ISLAND LIGHTS TO POWER NEW CANOPY LIGHTS, USE EMPTY CONDUIT ON ISLAND TO CANOPY FOR CAMERA, HOOK UP 13 CANOPY LIGHTS	4,400.00	4,400.00
			~~NOTE~~ ANY ELECTRICAL THAT HAS TO BE RE-ROUTED AROUND CANOPY FOOTINGS WILL BE BILLED TIME AND MATERIAL.		0.00
1	LABOR	FLA...	LABOR TO COORDINATE AND OVERSEE CONCRETE CUTTING AND CANOPY FOOTING PREP AND INSTALL. COORDINATE CANOPY INSTALL AND LED LIGHT INSTALLATION. FINISH DRAIN LINE CONNECTIONS TO EXISTING DRAIN.	3,500.00	3,500.00

ALL SPECIAL ORDER EQUIPMENT WILL REQUIRE A 50% DEPOSIT. ALL DISPENSERS MUST BE PAID IN FULL WITHIN 10 DAYS OF SHIPPING FROM THE FACTORY. THIS QUOTE IS GOOD FOR 30 DAYS

Payments using credit cards are subject to additional 4% fee. If terms are not met, a 15% service charge will be added to unpaid balance. Any alterations or deviations from the attached quote involving extra costs will be executed only upon written orders, and will become an extra charge over and above the quote price. All agreements contingent upon strikes, accidents or delays beyond our control. Any costs associated with hidden or unforeseen rock formations, buried piping and/or buried utilities and/or damaged conduit and/or wire, or such are also beyond our control and are separate and apart from this agreement. Any liability incurred or consequence are the sole responsibility of the owner of location and or business. Our workers are fully covered by Workman's Compensation Insurance.

Subtotal	$315,055.53
Sales Tax (0.0%)	$0.00
Total	$315,055.53

PLEASE DATE & SIGN IF ESTIMATE IS ACCEPTED.

Date _____ Signature _____

AMENDMENT TO THE JOINT FUEL FACILITY AGREEMENT

THIS AMENDMENT TO THE JOINT FUEL FACILITY AGREEMENT (hereinafter "Amendment") is entered into this day 26th of November, 2024, by and between Bonneville County, a political subdivision of the State of Idaho, whose address is 650 N. Capital Ave., Idaho Falls, ID, 83404, (hereinafter "County") 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 (hereinafter "City").

WHEREAS, on July 23, 2010, County and City entered into a Joint Fuel Facility Agreement (hereinafter "Agreement") to jointly design, construct, and operate the facility; and

WHEREAS, the term of the Agreement was for a period of thirty (30) years; and

WHEREAS, the County and City desire to make certain capital improvements, extend the term of the Agreement and make other changes to clarify the Agreement and improve the working relationship between the parties regarding the management of the facility.

THEREFORE, in consideration of the mutual promises below, County and City agree to amend and replace the Agreement in its entirety to read as follows:

1.0 Design and Construction of Fuel Facility.

1.1 The parties agree to jointly design and construct the Facility and to equally share all design, construction management and construction costs including, but not limited to all engineering fees, consultant fees, field tests, inspections, permit fees, administrative fees, utilities, insurance, accounting expense, publication costs, legal expense and all other fees, costs, expenses or liabilities of every kind and nature directly related to or arising out of the design and construction of the Facility. The City and County agree to retain services of Mountain River Engineering to provide such design services and construction management services, including all necessary site work, geo-technical testing, surveying and field work necessary to determine the suitability of the site for the parties' intended purposes, and the parties agree to equally share the costs of such engineering services. The City shall obtain a proposal from Mountain River Engineering (hereinafter referred to as the "Project Engineer") to provide such services and the parties agree to mutually execute an engineering services retainer agreement with Mountain River Engineering in such form as may be acceptable to the parties and their legal counsel. The parties agree to mutually cooperate in the development of such design and the design specifications therefore by the Project Engineer.

1.2 Upon completion of the design drawings and specifications, each of the parties shall approve the design drawings and specifications in writing and shall thereafter instruct the Project Engineer to prepare an estimate of the construction costs of the Facility. Prior to soliciting bids for construction of the Project, each of the parties shall approve the preliminary construction estimate, and if necessary make adjustments to the design

parameters of the Project in order to accommodate the parties' respective budgetary constraints.

1.3 Upon approval of the preliminary construction estimate, the City and County shall authorize the Project Engineer to prepare, assemble and publish all bidding documents necessary to comply with the Idaho Public Bidding Statute and shall move forward with the solicitation of bids in accordance with such public bidding statute. Such bid solicitation shall be in the joint names of the City and County, using the City standard bidding documents and processes, with necessary modifications in order to accommodate the particular needs of the Project. The City shall, without cost or charge to the County, coordinate with the Project Engineer in the administration of the bid solicitation process, including review by the City Attorney.

1.4 Within a reasonable time after the opening of the bids, the City shall, in consultation with the Project Engineer, review and evaluate the bids and make a recommendation to the City Council and the Board of County Commissioners with respect to the lowest responsible bidder. Prior to the award of the construction contract, the City Council and the Board of County Commissioners shall review and authorize the award of the bid. The City shall also ensure that the successful bidder delivers payment and performance bonds as required by the contract documents as required by state law.

1.5 The City shall, without charge or expense to the County, make all disbursements related to the construction of the Project, including payments to or for contractors, utility companies, permit fees, licenses other costs or charges directly associated with the construction or and for the benefit of the Project. Prior to payment of any invoice, billing statement or progress payment, the City shall deliver a copy of such billing, statement or request to the County Engineer and shall obtain his approval thereof. After receiving such approval the City may, at its sole discretion advance the County's one-half (1/2) share of such expenses and in such event, shall submit an invoice to the County for any amounts so advanced at such time as it deems appropriate. Alternatively, the City may forward a copy of any invoice, billing statement or request for progress payments received on account of the Project to the County and the County shall forthwith remit payment of its one-half (1/2) share therefore on or before the due date for such billing invoice, Such payment shall be remitted to the City who shall then disburse such payment to the contractor or supplier. The City shall keep good, complete and accurate records concerning such costs and disbursements, including any progress payments made to the general contractor on account of the Project and shall make such records available for inspection, upon request by the County, at all times during normal business hours of the City.

1.6 The City shall have authority to approve and authorize change orders, without prior approval by the County, provided any one change order does not exceed the sum of $5,000.00 not in the aggregate more than 10 percent (10%) of the original contract price.

1.7 The City shall, without cost or charge to the County, coordinate with the Project Engineer with respect to the management of the Project, and with respect to the

resolution, adjustment and settlement of any and all construction claims arising during the course of the construction or thereafter, provided in no event shall the City have any obligation to provide legal services or defense costs associated with such claims, it being the intent of the parties that such defense costs be shared equally between the parties. In the event legal action is commenced on account of such claims, the parties agree to mutually select one law firm to jointly represent the interests of the parties and to share equally in the payment of such legal costs, regardless of the basis of the claim or who is asserted to be at fault.

1.8 Prior to or concurrently with the award of the construction contract, the City shall purchase a builders risk policy of insurance insuring the building structure and site from property loss during the construction period and until acceptance of the Project by the parties. The parties further agree to share equally in the payment of any and all claims arising during the course of such construction that are not otherwise covered or insured by the parties respective insurers, including but not limited to claims for any act or omission of any agent, officer, employee or contractor of the City, provided in no event shall the County have any obligation to share in the payment of any claim for any willful or grossly negligent action on the part of the City or is officer, agents, or employees.

1.9 The City agrees that all governmental permits and license fees that would normally be charged or accessed by the City with respect to the Project shall be waived and shall not be charged against the Project.

1.10 The City Engineer and the County Engineer shall ensure that Mountain River provides appropriate inspections of the progress of the Project work in order to ensure the work is properly performed in accordance with the contract design and specifications. Prior to and as a condition for the acceptance of the work, Mountain River shall inspect the work and issue a certification to the City and the County, certifying that to it's best knowledge and belief, after due and diligent inspection, the work complies with the contract specifications and design drawings. The City and County shall also see that Mountain River provides detailed "as built" drawings reflecting the work as constructed. Upon receipt of such certifications, the City Engineer and County Engineer shall accept the work, jointly issue a written notice of such acceptance to the general contractor and upon issuance of such acceptance, the City shall thereafter assume the control and management of the Facility, subject to the terms and conditions of this Agreement.

2.0 Premises.

2.1 The City agrees to make the Land available for the construction, operation and management of the Facility, without cost or charge to the County, subject to the terms, conditions and covenants of this Agreement. The City reserves the right to occupy, use and control the use of the Land and use the same for other public purposes, provided such use, occupancy and control does not otherwise impair or impede the operation or maintenance of the Fuel Facility contemplated hereunder.

3.0 Property Damage and Liability Insurance.

3.1 Prior to the acceptance of the Project by the City, the City shall procure a policy of property damage insurance insuring the Facility and the parties' respective interests therein for the full insurable value thereof and shall thereafter maintain such insurance throughout the term of the Agreement. The City shall also procure and obtain for the benefit of the parties a policy of commercial liability insurance in an amount not less than the amount required by the Idaho Tort Claims Act, or such other amount as may be mutually determined by the parties. The terms, conditions and covenants of such policies shall be determined at the sole discretion of the City. The parties agree to equally share and pay the annual premiums for such insurance policies. Upon receipt of the billing for such premiums, the City shall forthwith forward a copy thereof to the County and the County and the County shall remit payment of its one-half share thereof within fifteen days after the deliver of such invoice.

The City at its sole option advance payment of the County's one-half share thereof and invoice the County for such one half share.

4.0 Operation and Management of Fuel Facility.

4.1 Commencing upon the acceptance of the Facility from the general contractor, and subject to the provisions of sub-section 4.3 hereof, the City shall operate and manage the Facility in a responsible and prudent manner for the mutual benefit of the parties. Such management services shall be comprised of the following services:

i. Bidding and administrative services associated with the procurement of all necessary fuel supplies for both parties, including selection of appropriate suppliers.
ii. Employing and supervising all personnel necessary to operate the Facility on a daily basis, as may be determined by the City in its sole discretion.
iii. Provide minor repairs of equipment, facilities and equipment, provided all costs for parts, equipment, outside repair work or other out-of-pocket costs shall be equally shared by the parties.
iv. Maintenance of all grounds, clean-up of debris and snow removal.
v. Providing of all utilities for lighting, sewer, water and sanitary refuse services for the Facility.
vi. Accounting and bookkeeping services associated with the operation of the fuel facility and disbursement and payment of invoices and billings for fuel purchases.
vii. Reading of meters indicating the amount of consumption by each of the respective parties and delivery of billings to the non-managing party for fuel supplies and other costs provided hereunder.
viii. Payments of all salaries, employee benefits and workers compensation insurance coverages associated with employees working on the premises.

4.2 In consideration of the delivery of such management services, the County agrees to pay the sum of six cents ($0.06) per gallon of fuel dispensed to the County vehicle

fleet during the period of time commencing upon acceptance of the Facility by the City and continuing to and until September 30, 2011. After such date, the management fee shall be in such amount as may be determined in accordance with section 4.3 hereof. Such fee shall be due and payable concurrently with the due date for payment by the County for its share of fuel supplies dispensed to County vehicles in accordance with section 4.5 hereof.

4.3 Changes to Management Fee: The entity managing the facility (hereinafter referred to as the "Managing Entity") shall have the right to adjust such management fee on an annual basis by delivering written notice to Non-Managing Entity of the per gallon amount of such management fee for the next succeeding fiscal year. For the purposes of this Agreement, the term "fiscal year" shall mean the period from October 1 to September 30 of the following calendar year. Said written notice shall include a list of costs substantiating the proposed recommendation. Such notice shall be delivered to the Non-Managing Entity on or before May 15 of the current fiscal year. On or before the following June 15, the Non-Managing Entity shall give notice to the Managing Entity of the Non-Managing Entity's intent to either:

4.3.1 Accept such proposed management fee with the same taking effect the next succeeding fiscal year;

4.3.2 Propose an alternate itemized management fee to the Managing Entity for adoption by the Managing Entity; or

4.3.3 Assume management of the Facility for the next succeeding fiscal year of the parties and to accept as payment for such management service the amount of the management fee proposed by the Managing Entity;

Changes in management shall be performed in good faith and with mutual cooperation. The outgoing managing entity shall provide to the incoming managing entity access to all tools and resources necessary to manage the facility in the same manner that the outgoing entity managed the facility including, but not limited to, the most current software used to track the usage of fuel. In addition, the transition shall include the exchange and access to all electronic management records in their native electronic format and all financial records.

In the event the Non-Managing Entity fails to give such written notice of acceptance or rejection, then such proposed management fee shall become effective automatically on October 1 of the next succeeding fiscal year. In the event the Non-Managing Entity elects to assume operation and management of the facility, then in such event it shall assume the operation and control of the Facility effective October 1 of the successive fiscal year, and shall thereafter provide the services referenced in sub-section 4.1 hereof in consideration of the Managing Entity's payment of such management fee. The operation and management of the Facility shall continue thereafter on a year-to-year basis in like manner, with the Managing Entity giving timely notice of the proposed fee, and the Non-Managing Entity

timely exercising its option to accept such fee for the next succeeding fiscal year or otherwise assume operation and control of the Facility, in consideration of the other party's payment of the management fee proposed by the Managing Entity.

4.4 Prior to the initial commencement of the operation of the Facility, the City shall order fuel sufficient to fill all of the tanks located at the Facility to capacity and the County shall forthwith remit payment for one-half of the costs incurred therefor.

4.5 During each fiscal year of the term hereof, the Managing Entity shall purchase, solicit bids for and acquire replacement fuel supplies for storage and dispensing at the Facility and shall purchase such fuel without involvement in or approval by the non-Managing Entity. All fuel dispensed from the Facility after commencement of operations shall be separately metered and tracked in order to determine the amount of fuel dispensed to the parties' respective vehicular fleet during the period of time between the last meter reading and the meter reading conducted immediately prior to or concurrently with the refilling of the tanks. The price billed to the non-Managing Entity for such replacement fuel shall be in an amount equal to the price per gallon at which the particular kind of grade of replacement fuel was purchased by the Managing Entity. Upon receipt of any billing for replacement fuel, the Managing Entity many i) submit a copy of the billing to the Non-Managing Entity together with a voucher requesting payment of the Non-Managing Entity's share thereof, or ii) advance payment of the Non-Managing Entity's share for the replacement fuel and submit a voucher to the Non-Managing Entity, requesting payment of the Non-Managing Entity's share thereof.

4.6 All operations at the Facility shall be conducted in a lawful manner in accordance with all applicable Federal, State and local laws and regulations.

4.7 Communication: Each party shall designate, from time to time, a designated representative to coordinate and communicate regarding the fuel facility ("Coordination Meeting"). The designated representatives shall conduct Coordination Meetings on at least a quarterly basis, but may meet more regularly as mutually agreed by the designated representatives. The Managing Entity's representative shall initiate scheduling for all Coordination Meetings. Coordination Meetings may be conducted in person, telephonically, or through other remote means at the convenience and mutual agreement of both designated representatives.

In the event that the Managing Entity's representative fails to schedule or attend a Coordination Meeting, the other party's representative may notice a Coordination Meeting with the Managing Entity's representative. Such notice shall state the Managing Entity's failure to schedule or attend a Coordination Meeting, the time and place for a new meeting, and such notice shall also be provided to both Parties' legal counsel and governing board members.

The initial designated representatives shall be as follows:

City's representative:	County's Representative:
Pam Alexander	Lance Bates
Municipal Services Director	Public Works Director
308 Constitution Way	605 N capital Idaho Falls ID 83401
208-612-8184	208 529 1290
palexander@idahofalls.gov	lbates@BonnevilleCountyIdaho.gov

Either party may appoint a new person as its designated representative by providing the other party with thirty (30) days' written notice.

4.8 Reserve Fuel. After the construction of the Tank Expansion (described below in Section 5.3.2), the Managing Entity shall ensure that reserve fuel is maintained in the facility in the case of an emergency as detailed in this section.

The anticipated total capacity after the Tank Expansion is expected to be 121,000 total gallons, broken down as follows:

- 6,000 gallons Diesel #1
- 80,000 gallons Diesel #2
- 35,000 gallons Unleaded Gasoline

Upon the competition of the Tank Expansion, the Managing Entity shall ensure that one-half of the total capacity for Diesel #2 and Unleaded Gasoline stored at the facility is held in reserve in the case of an emergency. The anticipated amount of Diesel #2 to be held in reserve is 40,000 gallons. The anticipated amount of Unleaded Gasoline to be held in reserve is 17,500 gallons. For the absence of all doubt, the parties do not intend to hold any portion of Diesel #1 in reserve.

4.8.1 Reserve Fuel Reporting. The Managing Entity shall provide a monthly report of the fuel levels to verify emergency fuel remains available at the facility to the other party's designated representative. Such report shall document the lowest amount of Diesel #2 and Unleaded Gasoline that was available at the facility during the reporting month. In addition, the monthly report shall highlight any event during the reporting month in which the total amount of Diesel #2 available was less than 40,000 gallons and/or the total amount of Unleaded Gasoline available was less than 17,500 gallons. In the event that either the amount of Diesel #2 or Unleaded Gasoline falls below its respective reserve level more than once during a calendar month, the parties' designated representatives will meet to discuss the event and provide a written briefing to be submitted to each party's governing board.

4.8.2 Emergency Management of Facility. An "emergency" under this Agreement shall occur whenever a disaster or emergency is declared by the President of the United States, the Governor of the State of Idaho, the Chairman of the Bonneville County Commissioners, or the Mayor of Idaho Falls, according to their respective constitutional and statutory authority, that directly affects any portion of the people or lands located within the

geographic limits of Bonneville County. In the event an emergency occurs, the management of the facility shall be coordinated by the County Emergency Management Services Director, pursuant to the Bonneville County Emergency Operations Plan. The Managing Entity shall cooperate with the County Emergency Management Services Director in all respects during an emergency. Upon the expiration or declared end of the emergency, the management of the facility shall return to sole supervision

5.0 Repairs and Capital Expenditures.

5.1 Except as otherwise provided in section 4.0 hereof, all operational expenses, repairs, maintenance expenses, utility charges, non-fuel supplies, insurance coverages and capital expenditures arising directly from or necessitated by the prudent and responsible operation of the Facility shall be shared equally by the parties, regardless of the amount of fuel dispensed from the Facility to each of the parties. Subject to the provisions of section 5.2 below, the Managing Entity shall promptly pay such expenses and submit a billing statement or invoice therefore to the Non-Managing Entity for its one-half share thereof. Such statements or invoices shall be submitted at such times or intervals as may be determined by the Managing Entity.

5.2 In the event it becomes necessary to incur any operations or repair expense or to make any capital expenditure, the amount of which is reasonably estimated to exceed five thousand dollars ($5,000.00), such expense or expenditure shall not be made or incurred by the Managing Entity without prior approval of the governing board of the Non-Managing Entity.

5.3 Canopy and Fuel Tank Expansion – The parties agree to the following capital expenditures to improve and expand the Facility.

5.3.1 Canopy – During the 2024/2025 fiscal year, the Parties shall jointly design and construct a canopy over the fuel dispensers and pumps ("Canopy Improvement"). The Canopy Improvement shall consist of a four (4) post design. The Parties shall equally bear the design and construction costs of the Canopy Improvement.

City shall coordinate the management of the Canopy Improvement, including the selection and oversight of the design work, compliance with public bidding requirements, and construction, without cost to County. The parties agree that, as a condition of every contract or bid award for work associated with the Canopy Improvement, both City and County's governing boards shall approve any such contract or bid award prior to the execution of the contract or bid award.

Once work commences, City shall forward any change orders for County's prompt review and approval. County shall not unreasonably withhold approval for any change order.

It is the intent of the parties that, in the event of a construction claim dispute arising out of the Canopy Improvement from the parties' design professional or other contractors, the parties will equally bear the legal services or defense costs associated with resolving, settling, or litigating the construction claim, regardless of the basis of the claim or who is asserted to be at fault. In the event legal action is commenced on account of such claims, the parties agree to mutually select one law firm to represent the interests of the parties jointly.

5.3.2 Fuel Tank Expansion. During the 2025/2026 fiscal year, the parties shall jointly design and construct an expansion of the fuel tanks at the Facility ("Tank Expansion").

The current capacity of the facility is 61,000 gallons broken down as follows:

- a 6,000 gallon Diesel #1 tank
- a 40,000 gallon Diesel #2 tank
- a 15,000 gallon Unleaded Gasoline tank

The Parties anticipate that the Tank Expansion shall include at least two (2) underground, 20,000-gallon double-wall fiberglass tanks for Diesel #2 and one (1) underground, 20,000-gallon double-wall fiberglass tanks for Unleaded Gasoline to the existing Facility. The additional tanks shall be manifolded into the existing fuel tank system. However, prior to commencing the Tank Expansion project, the Parties shall meet and confer to determine whether to increase the scope of the Tank Expansion. If the Parties agree to expand the scope of the Tank Expansion, such agreement shall be documented by a written agreement.

City shall coordinate the management of the Tank Expansion, including the selection and oversight of the design work, compliance with public bidding requirements, and construction, without cost to County. The parties agree that, as a condition of every contract or bid award for work associated with the Tank Expansion, both City and County's governing boards shall approve any such contract or bid award prior to the execution of the contract or bid award.

Once work commences, City shall forward any change orders for County's prompt review and approval. County shall not unreasonably withhold approval for any change order.

It is the intent of the parties that, in the event of a construction claim dispute arising out of the Tank Expansion from the parties' design professional or other contractors, the parties will equally bear the legal services or defense costs associated with resolving, settling, or litigating the construction claim, regardless of the basis of the claim or who is asserted to be at fault. In the event legal action is commenced on

account of such claims, the parties agree to mutually select one law firm to represent the interests of the parties jointly.

The Parties to this Agreement acknowledge that Section 5.3.2 "Fuel Tank Expansion" is contingent on the availability of public funds. In the event that either County or City does not receive sufficient funds to fund the Tank Expansion or if City or County should not appropriate or otherwise make available funds sufficient to jointly construct the Tank Expansion, then either party may notify the other of its election to end or delay the Tank Expansion for the reason of insufficient public funds no later than August 1, 2025.

5.4 Fuel Dispenser Replacement and Upgrade Reimbursement. The Parties acknowledge that, in January 2024, the City made a capital expenditure to replace and upgrade the Facility's fuel dispenser. However, the capital expense was not approved by County's governing board, as is required by Section 5.2 of this Agreement. As a consequence, the Parties acknowledge and agree that County was not required to participate in the costs to replace and upgrade the fuel dispenser. Notwithstanding and in consideration to entice City to participate and agree to the Tank Expansion, County shall pay to City Forty One Thousand Nine Hundred Twenty Two Dollars and Fifty Cents ($41,922.50) to reimburse City one half of the cost of the fuel dispenser replacement and upgrade upon the completion of the Tank Expansion. In the event that Tank Expansion is not completed, for any reason, County shall not be obligated to reimburse City for the Fuel Dispenser Replacement.

6.0 Environmental Remediation: Uninsured Property Damage.

6.1 In the event of any accidental release of fuel into the ground water or surrounding environment or in the event of any issuance of an administrative order by anu state or federal agency having jurisdiction to order compliance with any state or federal environmental law, the parties agree to equally share in the costs or such remediation and/or cleanup, including the costs of defending against the issuance or enforcement of any administrative order by such state or federal agencies. In the event of such administrative order or judgement issued against the parties, the Managing Entity shall forthwith pay such order or judgement in a timely manner and shall undertake all efforts to avoid the imposition of any administrative fines, penalties or costs arising therefrom. The Managing Entity may thereafter submit a bill to the Non-Managing Entity for one-half of the amount thereof. In the event the Managing Entity determines to pursue any administrative appeal or other legal proceeding seeking to set aside such administrative order or appeal such order, then and in such event the parties shall equally share in the legal costs and expenses associated with such appeal.

6.2 In the event the Facility is damaged, destroyed or otherwise rendered inoperable by fire, flood, wind of *force majeure* or other cause of any kind which causes damage to the Facility that is not covered by property or casualty insurance, the parties agree to equally share in all costs necessary to restore the Facility to the condition it

existed at the time of such loss or damage, including all clean-up costs and demolition costs necessary to remove the damaged facilities or equipment.

7.0 *Force Majeure.*

7.1 The Managing Entity's obligation to operate and manage the Facility shall be subject to the condition that operation of the Facility is not prevented by *force majeure,* war, riot, labor strike or slow-down, national emergency or fuel shortage or other condition beyond the control of the Managing Entity. In the event of any declaration of emergency by the Governor of the State or Idaho or by the President of the United States or the issuance of an order by the Governor or President, commandeering or taking the fuel stored at the Facility, then and in such event, the Managing Entity shall immediately and forthwith determine the amount of fuel remaining in the fuel storage tanks upon the premises and shall forthwith provide to the Non-Managing Entity a report of the amount of fuel stored at the Facility. Upon the issuance of such order or declaration of emergency the Managing Entity shall thereupon immediately cease delivery of fuel to any of the fleets owned by the respective parties and shall not thereafter dispense fuel until delivery of such report to the Non-Managing Entity, The parties further agree that upon such declaration by either party, each of them shall thereafter be deemed to own one-half of the total capacity of the fuel tanks on the premises less the amount of fuel dispensed to each entity since the date the fuel tanks were last filled to capacity, Once delivery of fuel is recommended and as long as such state or federal emergency order or declaration shall remain in effect, the Managing Entity shall ensure that the fuel remaining in the storage tanks shall be dispensed to the respective fleets of the parties in an aggregate amount no greater than the amount of their respective entitlement thereto as the same existed on the date and declaration of emergency or order was made.

8.0 Term. The term of this Agreement shall expire on October 1, 2055, unless renewed in accordance with section 8.1 or sooner terminated in accordance with the sections 9.0 or 10.0 hereof.

8.1 Automatic Renewal. Upon the expiration of the term or any renewal term, this Agreement shall automatically renew for an additional fifteen (15) year term upon the same terms and conditions contained herein, unless either Party provides written notice to the other one (1) fiscal year prior to such expiration of that party's election to not renew the Agreement and to permit the Agreement to expire rather than automatically renew.

8.2 Wrap-Up Procedures - Upon expiration of this Agreement, the Managing Entity shall cause the meters to be read as of 12:00 pm on the date of expiration (the "termination reading") and all fuel deliveries to the County shall cease thereafter. In the event, the County has received an amount of fuel greater than one-half of the full capacity of the tank or tanks at the Facility (the amount of such excess being hereafter referred to as the "excess consumption") since the date the Facility fuel

tanks were last filled to capacity, the County shall then forthwith pay the City for the value of such excess consumption, based upon the price of fuel in effect at the last time fuel was purchased for storage at the Facility. In the event the County has since such date received fuel in an amount less than one-half of the full capacity of the tank or tanks at the Facility (such deficit hereafter being referred to as the "deficit consumption"), then the City shall forthwith pay the County for the value of such deficit consumption, based upon the price of fuel in effect at the time fuel was last purchased for storage at the Facility. Upon payment by the City of such value, all remaining fuel stored at the Facility shall be deemed owned by the City. All such termination payments shall be immediately due and payable as of the date of termination.

Upon the expiration of the term, or upon termination in accordance with sections 9.0 or 10.0 hereof the City may elect one of the following options:

8.2.1 Removal of Fuel Facility – City may remove the fuel storage tanks from the Land and undertake any environmental remediation of the site as required by state or federal law and may undertake other reasonable and necessary actions as necessary to restore the Land to the same condition in which it existed prior to the commencement of this Agreement. In the event the City elects to exercise the removal option, it shall forthwith notify the County in writing of its election to remove the facility. Upon delivery of such notification, the City may forthwith proceed to accomplish such remediation and restoration work and upon completion thereof shall submit a billing statement to the County for one-half of the reasonable and necessary costs of undertaking such removal and remediation work. Such amount shall be due and payable within thirty (30) days after the delivery of such written billing statement.

8.2.2 Continued Operation. In the event the City declines to exercise such option, it shall similarly give written notice to the County of its decision, and in such event, the County shall thereafter be released from any further obligation to participate in the environmental remediation or cleanup costs thereof. Upon the termination of this Agreement, all rights of the County to beneficial use of the Facility and the Land shall cease.

9.0 Termination for Convenience.

9.1 Either party may terminate this Agreement for convenience by delivering written notice to the other of its intent to terminate this Agreement, and in such event the Agreement shall then terminate at the expiration of the second full fiscal year of the parties following delivery of such notice. All rights of the County to receive fuel from the Facility shall cease upon the termination of this Agreement.

9.2 In the event either party exercises such termination right and the City does not exercise its option under section 8.2 hereof, they shall, within thirty (30) days after the date of such termination, select a mutually agreeable Idaho licensed appraiser

for the purpose of determining the fair market value of the capital facilities constructed on the Land by the parties, including any fuel facilities or equipment constructed or installed upon the Land after commencement of initial operations of the Facility. Each of the parties shall be responsible for paying one half of the fee charged by such appraiser. Within sixty (60) days after the completion of such written appraisal and delivery thereof to each of the parties, the City shall pay to the County one half of the appraised value of such facilities, as determined by such appraiser. In the event the City is the Managing Entity during the fiscal year immediately proceeding such termination, the City may deduct from such amount any unpaid balances of fuel charges and management fees them owed by the County, as determined in accordance with the provisions of subsection 4.2 hereof.

9.3 In the event either party exercises its right to terminate for convenience, then and in such event, the parties' respective interest in the fuel stored at the Facility on the date of such termination shall be adjusted in the manner set forth in section 8.1 hereof.

10.0 Default; Termination for Cause.

10.1 In the event either party defaults in the performance of its obligation hereunder, the non-defaulting party shall have any or all of the following remedies: i) bring an action for specific performance, ii) bring an action for damages proximately caused by such breach, iii) seek injunctive or declaratory release, or iv) terminate this Agreement, provided in such event, termination shall be in accordance with the provisions of paragraph 10.2 hereof. All such remedies shall be cumulative and the non-defaulting party may exercise one or more or all such remedies.

10.2 In the event either party elects to exercise the remedy of termination for cause, such remedy shall not be exercisable unless and until the non-defaulting party delivers a written notice of default to the other party, specifying the nature of such default and affording the party alleged to be in default a period of thirty (30) days commencing upon the deliver of such notice within which to fully cure such default. In the event the party in default fails to fully cure such default within such time period, then this Agreement shall be deemed to be terminated as of such date and the parties shall mutually select, hire and compensate an appraiser for the purpose if determining the fair market value of the Facility (excluding the value of the Land), all in the manner provided in section 9.2 hereof. Upon completion and delivery of such appraisal, the City shall, within sixty (60) days thereafter, pay the County one half of the amount of such appraised value. Further, in the event of such termination, the parties' respective interest in the fuel stored at the facility on the date of such termination shall be adjusted in the manner set firth in section 8.1 hereof.

10.3 All rights to use of the Facility by the County shall cease upon the date of such termination for cause.

11.0 Payment of Billings; Interest on Delinquent Amounts.

11.1 Payment for all billings, invoices, vouchers or advances required or permitted under this Agreement shall be due and payable in full within thirty (30) days after delivery of such billings, invoice or statement to the party from whom payment is required. Interest shall accrue at a rate of twelve percent (12%) per annum on any amount that is not paid when due.

12.0 Notices.

12.1 Billings - Any invoice, billing statement, or request for payment required or allowed under the terms of this Agreement shall be deemed delivered upon its physical delivery to the City Clerk of County Clerk, as the case may be, or upon deposit in the United Sates mail, postage pre-paid, addressed as set forth below. Or to such other address as may be delivered to the sending party in writing:

City of Idaho Falls	Bonneville County
Attn: Municipal Services Director	Attn: Bonneville County Commissioners
P.O. Box 50220	605 N. Capital Ave.
Idaho Falls, ID 83405	Idaho Falls, ID 83405

In addition, copies of invoices, billing statements, or other requests for payment shall be provided to the parties' designated representatives.

13.0 Attorneys Fees.

13.1 In the event it becomes necessary to enforce the terms and conditions of this Agreement by action or suit, the prevailing party shall be entitled to recover its reasonable attorneys fees and costs from the losing party.

14.0 Interpretation.

14.1 This Agreement has been mutually agreed and drafted by legal counsel for the respective parties and in recognition thereof, the parties agree that the rule of construction providing for construction against the drafter of any provision shall not employed in determining the intent of the parties, rather it is desired by the parties that this Agreement be interpreted in accordance with the plain, ordinary meaning of the terms therein and in accordance with other rules of constricted as may be appropriate.

15.0 Severability.

15.1 The provisions of this Agreement are and shall be interpreted to be severable and the invalidation or unenforceability of any singular provision shall not affect the enforceability of the remaining provisions, unless such invalid provision entirely frustrates the purpose and intent of the parties, in which event the entire agreement shall be deemed of no further force and effect.

16.0 Venue.

16.1 The venue for any action or suit between the parties concerning the enforcement of this Agreement shall be in the District Count in and for Bonneville County, State of Idaho. This Agreement shall be interpreted in accordance with the laws of the State of Idaho.

17.0 Binding Effect.

17.1 This Agreement shall be binding upon the successors and assigns of the parties hereto, provided this Agreement may not be assigned to another person or entity, without the express, written consent of the non-assigning party.

IN WITNESS WHEREOF, the parties through their duly authorized representatives have signed this Amendment the day and year first written above.

CITY OF IDAHO FALLS

By _____
Rebecca L. Noah Casper, Mayor

BONNEVILLE COUNTY

By _____
Roger Christensen, Chairman of the Board of County Commissioners

Exhibit "A"

City of Idaho Falls / Bonneville County
Joint Fueling Facilities

Hemmert Ave

Beginning at a point which bears N89°23'01"W 302.59 feet along the Section line and N00°36'59"E 67.50 feet from the Center One-Quarter corner of Section 8, T2N, R38E.B.M., Bonneville County, Idaho; running thence N46°11'57"W 50.00 feet;
thence S43°16'16"W 7.54 feet:
thence S47°43'11"E 3.00 feet;
thence S43°16'16"W 5.59 feet to a point of a 896.42 foot radius non-tangent curve to the Left;
thence 296.90 feet along said curve through a central angle of 18°58'37" having a long chord bearing N60°07'49"W 295.55 feet;
thence N21°29'19"E 3,00 feet;
thence S81°37'31"E 72.83 feet;
thence N29°37'42"E 7.50 feet;
thence S59°35'16"E 28.92 feet;
thence N12°17'23"E 63.17 feet;
thence N17°31'44"E 184.96 feet;
thence S72°28'16"E 249.92 feet;
thence S76°37'38"E 93.18 feet;
thence S13°21'45"W 22.27 feet;
thence N76°25'35"W 91,02 feet;
thence S14°54'04"W 241.20 feet;
thence S26°16'46"W 36.44 feet;
thence S44°31'01"W 41.35 feet to the True Point of Beginning.
Containing 81,763.33 sq.ft. or 1.877 acres.

Memorandum

File #: 25-359 **City Council Meeting**

FROM: Pam Alexander, Municipal Services Director
DATE: Tuesday, September 2, 2025
DEPARTMENT: Municipal Services

Subject
Approval to Write-Off Unpaid Utility Service Accounts

Council Action Desired
☐ Ordinance ☐ Resolution ☐ Public Hearing
☒ Other Action (Approval, Authorization, Ratification, etc.)
Approve the write-off of $184,950.87 in unpaid utility service accounts which have been determined as uncollectible (or take other action deemed appropriate).

Description, Background Information & Purpose
The recommended write-offs meet the terms of the City's Service Delivery Account Write-Off Policy. For the calendar years 2016-2020, a total of $166,207.81 is recommended for write-off by the city's contracted collection agency and other collection efforts. For the calendar years 2021-2024, a total of $18,743.06 is recommended for write-off due to approved bankruptcy of $7,682.82 and deceased, with no known estate of $11,060.24. For comparison purposes, the recommendation for write-off for 2024 was $213,294.74.

Alignment with City & Department Planning Objectives
☐ ☒ ☐ ☐ ☐ ☐ ☐ ☐
The request to write off the utility service accounts support the good governance community-oriented result and complies with city policy.

Interdepartmental Coordination
Idaho Falls Power, Public Works, and Municipal Services Directors have reviewed and concur with the write-off recommendations.

Fiscal Impact
The request to write off unpaid utility service accounts will reduce the city's utility service accounts receivable to reflect accurate revenue collection estimates.

Legal Review
The Legal Department concurs that the Council action complies with State Statute.

Year	Five-Year Aged without Payment in last 5 Years		
	Interstate	Other	**Total**
2016		400.00	**400.00**
2017		51.00	**51.00**
2018		50.00	**50.00**
2020	162,076.12	3,630.69	**165,706.81**
Total	**162,076.12**	**4,131.69**	**166,207.81**

Year	Bankrupt/Deceased Accounts - Previous Year and Prior		
	Bankrupt	Deceased	**Total**
2021	235.81	127.00	**362.81**
2023	999.71		**999.71**
2024	6,447.30	10,933.24	**17,380.54**
Total	**7,682.82**	**11,060.24**	**18,743.06**

Memorandum

File #: 25-360 **City Council Meeting**

FROM: Pam Alexander, Municipal Services Director
DATE: Tuesday, September 2, 2025
DEPARTMENT: Municipal Services

Subject
Approval to Write-Off Unpaid Ambulance Service Accounts

Council Action Desired
☐ Ordinance ☐ Resolution ☐ Public Hearing
☒ Other Action (Approval, Authorization, Ratification, etc.)
Approve the write-off of unpaid ambulance service accounts for the calendar service dates of 2021, 2022, 2023 and 2024 determined as past statute or uncollectible for a total of $4,060,999.85 (or take other action deemed appropriate).

Description, Background Information & Purpose
The total request for write-off includes calendar year-end accounts for Medicare and Medicaid published rates reduced to the maximum allowable rates for a total of $2,921,847.50 or 72% of the total write-off request of $4M, with Medicare at 48% and Medicaid at 24%. The remaining 28% of the total or $1,139,152.35 includes contractual, collection agency, deceased, with no known estate, approved bankruptcy, and approved hardship accounts. For comparison purposes, last year's approved write-off request was $3.8M, with 54% of the write-off attributed to Medicare and 29% to Medicaid.

Alignment with City & Department Planning Objectives
☐ ☒ ☐ ☐ ☐ ☐ ☐ ☐
The request to write-off the accounts support the good governance community-oriented result.

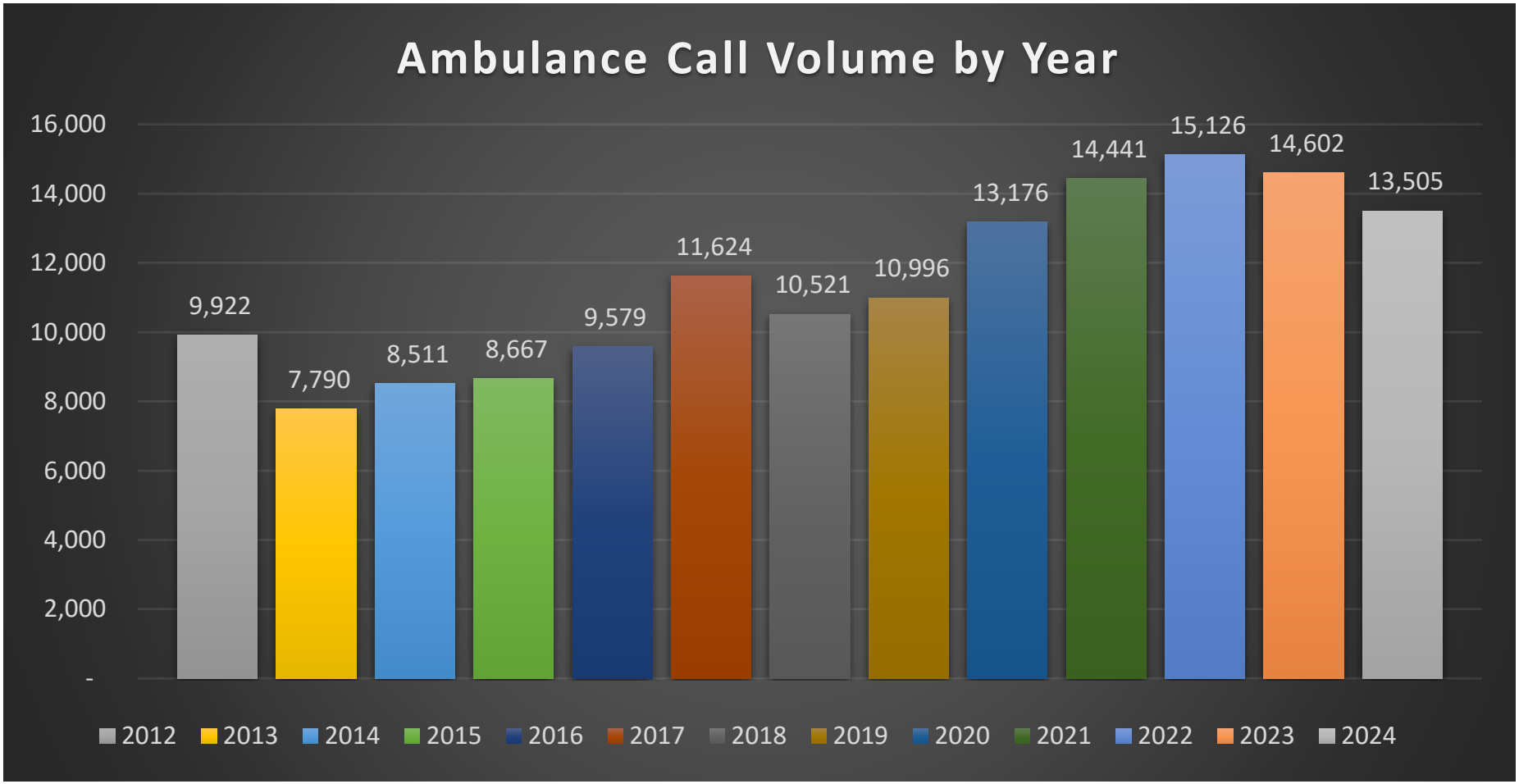
Interdepartmental Coordination
The unpaid ambulance service accounts and hardship requests are reviewed monthly by the ambulance committee members consisting of Municipal Services and Fire Department staff.

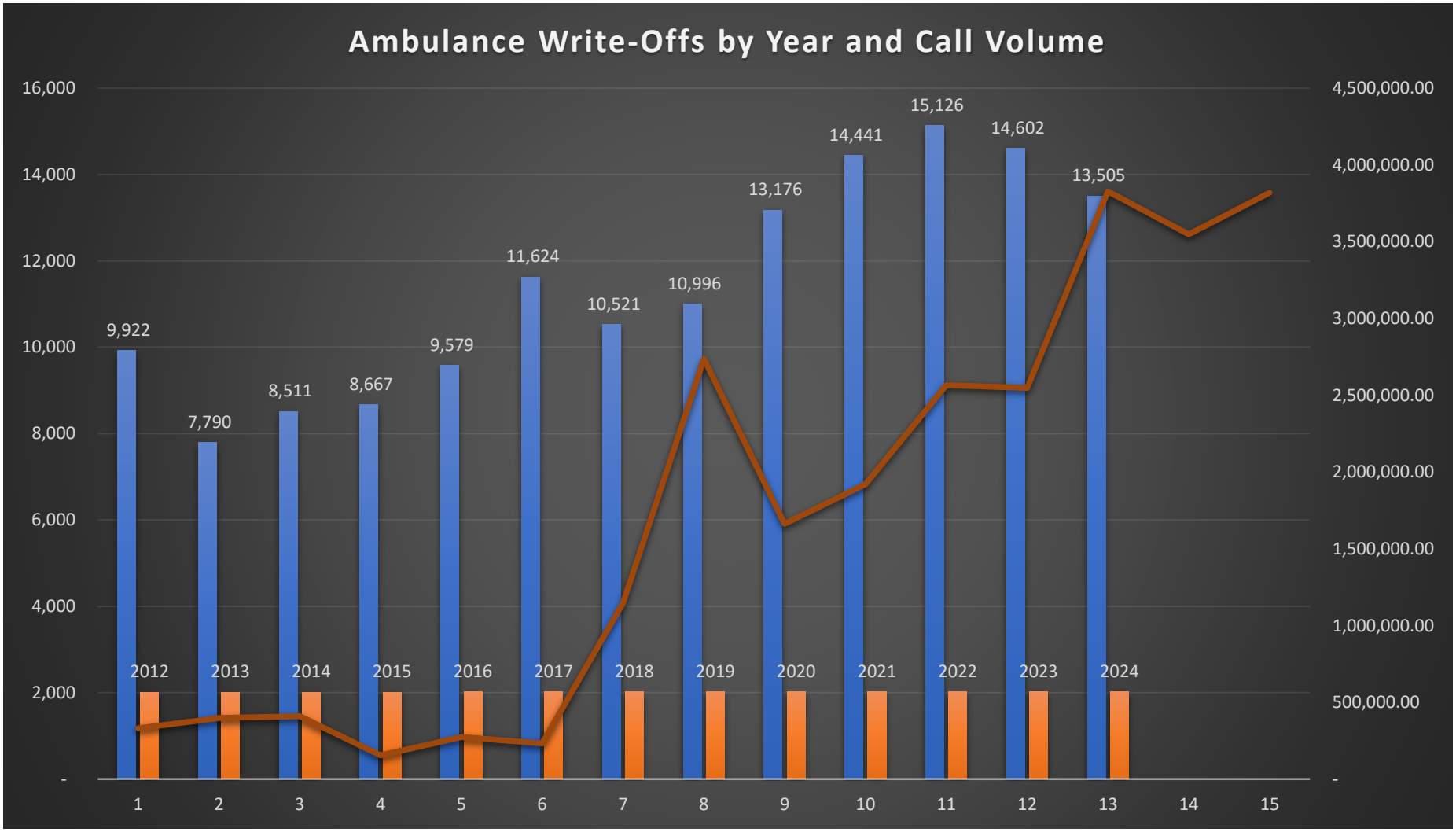
Fiscal Impact
The approval of the write-off requests will provide accurate recording of the city's ambulance accounts receivable records.

Legal Review
The Legal Department concurs that the Council action is compliant with State Statute.

Ambulance Write-Off Summary

	2021	2022	2023	2024	
Medicare	2,117,601.65	2,038,103.33	2,073,457.01	1,958,672.61	48%
Medicaid	943,083.37	1,018,645.50	1,123,760.60	963,174.89	24%
Contractual	218,719.74	192,635.81	365,859.00	552,470.20	14%
Collection Agency	529,004.00	281,937.40	253,780.79	579,345.30	14%
Hardships	19,223.52	15,604.00	947.51	7,336.85	0%
Total	3,827,632.28	3,546,926.04	3,817,804.91	4,060,999.85	100%


Ambulance Call Volume by Year
16,000
14,000
12,000
10,000
8,000
6,000
4,000
2,000
-
9,922
7,790
8,511
8,667
9,579
11,624
10,521
10,996
13,176
14,441
15,126
14,602
13,505
2012
2013
2014
2015
2016
2017
2018
2019
2020
2021
2022
2023
2024


Ambulance Write-Offs by Year and Call Volume
16,000
14,000
12,000
10,000
8,000
6,000
4,000
2,000
-
4,500,000.00
4,000,000.00
3,500,000.00
3,000,000.00
2,500,000.00
2,000,000.00
1,500,000.00
1,000,000.00
500,000.00
-
9,922
7,790
8,511
8,667
9,579
11,624
10,521
10,996
13,176
14,441
15,126
14,602
13,505
2012
2013
2014
2015
2016
2017
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2019
2020
2021
2022
2023
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Memorandum

File #: 25-361 **City Council Meeting**

FROM: Pam Alexander, Municipal Services Director
DATE: Tuesday, September 2, 2025
DEPARTMENT: Municipal Services

Subject
Letter of Intent to Purchase City Property

Council Action Desired
☐ Ordinance ☐ Resolution ☐ Public Hearing
☒ Other Action (Approval, Authorization, Ratification, etc.)
Accept the letter of intent for city-owned property located at Bel-Aire Division No. 3, Lots 1, 2 and 3 inclusive, Block 16; and Lot 1, Block 17 in the W ½ NE ¼ of Section 17, Township 2 North, Range 38, E.B.M. to Clearstone, LLC for a total of $2,000,000 and authorize the Mayor to sign the necessary documents (or take other action deemed appropriate).

Description, Background Information & Purpose
This property consists of four parcels of donated land of approximately 8.6 acres. A public auction was held pursuant to Idaho Code § 50-1403(1) on Friday, June 17, 2022, with no bids received. Following the public auction, the city entered into an Exclusive Sales Listing Agreement with TOK Commercial, with Nick Terry assigned as the commercial broker. As part of the listing agreement, TOK Commercial received letters of intent to purchase the property as authorized by City Council on June 2, 2025. A total of three letters of intent were submitted. The attached matrix outlines the buyer, offer, proposed development and terms of the purchase. The recommendation from city staff and the TOK Commercial broker is to accept the letter of intent from Clearstone, LLC, as it meets the highest and best use of the property and land use designations.

Alignment with City & Department Planning Objectives
☐ ☒ ☐ ☐ ☐ ☐ ☐ ☐
The sale of this property supports the good governance community-oriented result by selling city property determined to no longer be needed and recommended for sale.

Interdepartmental Coordination
Municipal Services, Parks and Recreation, and the Legal Department have worked collaboratively on this project. As the land was donated to the Parks and Recreation Department, Director P.J. Holm agrees with the recommendation for sale.

Fiscal Impact
Clearstone, LLC, has offered a total of $2,000,000 for the property. The proceeds from this sale will be allocated to the Parks and Recreation Department as directed at the April 28, 2022, City Council meeting.

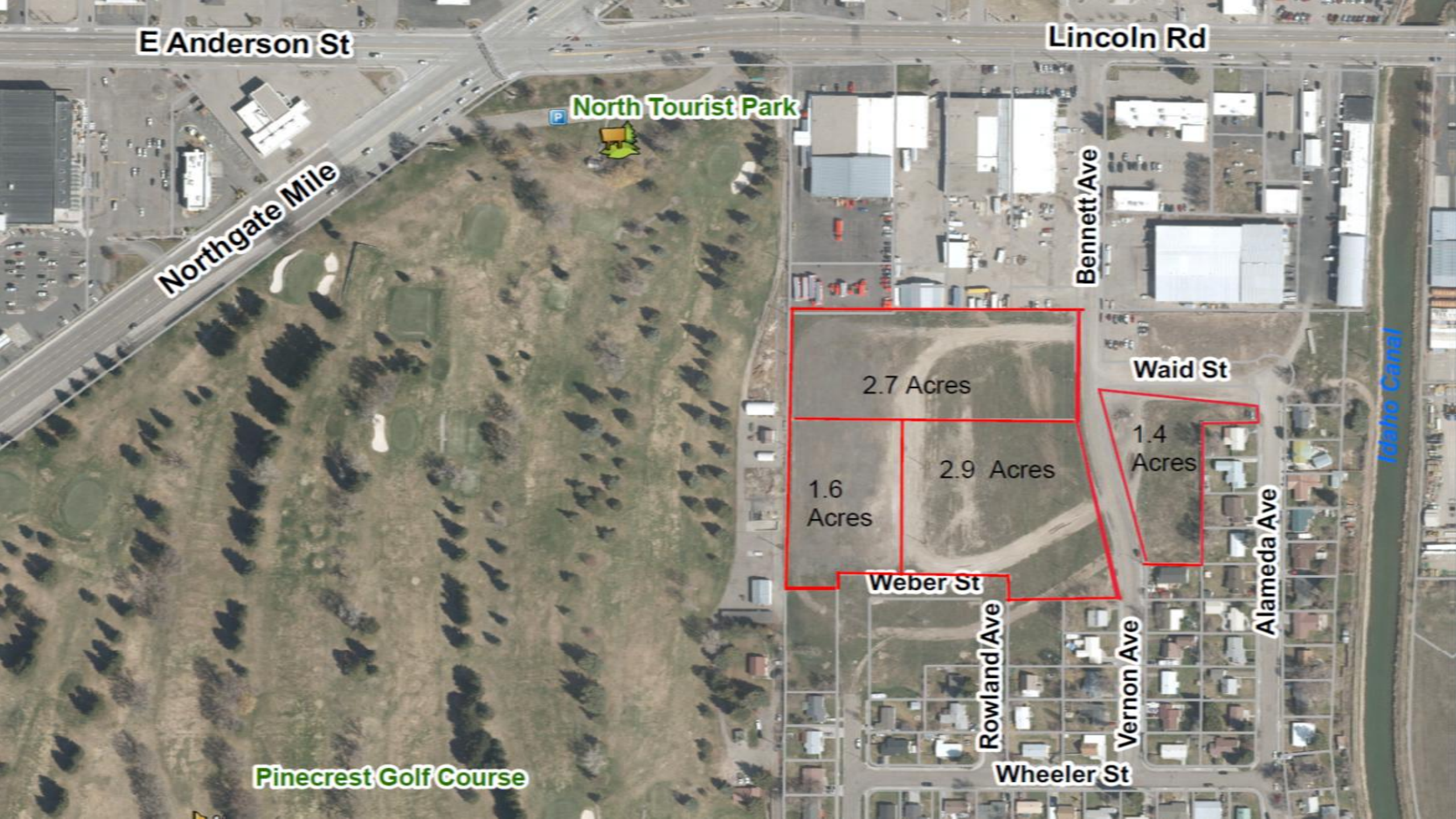
Legal Review
The Legal Department concurs that the Council action is within State Statute.

Buyer	Offer Earnest Money	Proposed Development	Terms: Due Diligence Closing
Clearstone, LLC	$2,000,000 $10,000 non-refundable	Townhomes	120-days One option for an additional 30-days with another $10,000 deposit; Expedited request for zoning, platting, lot adjustments, permitting process prior to closing Close 30-days after due diligence
Hawkins	$1,900,000 $20,000 refundable	Multi-family	180-days Two 60-day extensions, with $10,000 non-refundable deposit within 30-days of the end of due diligence Expedited request for zoning, platting, lot line adjustments Close within 30-days of due diligence
Mach, LLC	$1,650,000 $20,000 refundable	Affordable Housing; will require a low-income housing tax credit (approximately a 6-month process)	180-days Two options for 60-day extensions with $10,000 deposit each extension No later than 60-days after due diligence

City of Idaho Falls

City Property Discussion
Monday, June 2, 2025

IDAHO FALLS


E Anderson St
Lincoln Rd
North Tourist Park
Northgate Mile
Bennett Ave
2.7 Acres
Waid St
1.4 Acres
1.6 Acres
2.9 Acres
Idaho Canal
Alameda Ave
Weber St
Rowland Ave
Vernon Ave
Wheeler St
Pinecrest Golf Course


Property appraisal in March 2022, Land Value “as is” - $1,891,810.80
Public Auction
Sales Listing Agreement
Purchase and Sales Agreement
Image Landsat / Copernicus
Google Earth


Property CC&R’s (Restrictions)
Updated Appraisal in November 2024, Land Value “as is” - $1,635,000
Land use and Interested Parties

Council Direction to Staff

IDAHO FALLS

APPRAISAL REPORT

Undeveloped Land
NNA Vernon Avenue
Idaho Falls, Idaho 83401

November 5, 2024



FOR

Pamela Alexander
Director of Municipal Services
City of Idaho Falls
308 Constitution Way
Idaho Falls, ID 83402

Client ID: NA

Mountain States Appraisal, LLC
1459 Tyrell Lane, Suite B
Boise, ID 83706
208-336-1097 phone
208-345-1175 fax

MSA File 24-0146

Mountain States Appraisal, LLC
1459 Tyrell Lane, Suite B
Boise, ID 83706
Phone: (208) 336-1097

Joe Corlett, MAI, SRA
Moe Therrien, MAI
Kevin Ritter, MAI
Derek Newton, MAI
Jeff Vance, MAI
Paul Dehlin, MAI
David Pascua

November 5, 2024

Pamela Alexander, Director of Municipal Services
City of Idaho Falls
308 Constitution Way
Idaho Falls, ID 83402

RE: Appraisal Report for
TBD Vernon Avenue
Idaho Falls, ID

Dear Ms. Alexander:

In accordance with your request, we have prepared an appraisal report for the above-referenced property. This appraisal report sets forth the pertinent data gathered, the techniques employed, and the reasoning leading to our value opinion. We have not performed as an appraiser or in any other capacity, regarding the subject of this appraisal within the three-year period immediately preceding acceptance of this assignment. Our analyses, opinions, and conclusions were prepared in this report in conformity with the Uniform Standards of Professional Appraisal Practice (USPAP) of the Appraisal Foundation; the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute; and the requirements of our client as we understand them.

The subject comprises four tax parcels having approximate individual sizes of 2.735 acres, 2.918 acres, 1.620 acres, and 1.461 acres. All four tax parcels were undeveloped tracts of land as of the effective date of value. The combined size of the four parcels equates to approximately 8.734 acre. All four parcels are situated along Vernon Street in Idaho Falls, roughly 675 feet south of Lincoln Road. The sizes of the subject tax parcels relied on in this report are based on county records which are assumed accurate.

The client requested a market value estimate of the fee simple estate in the subject property. It is our understanding that our client owns the subject property. The intended use of this appraisal is to assist our client in determining a market value estimate to be used in conjunction with pricing the property for an eventual sale. No other uses were intended. The City of Idaho Falls is the client for this assignment. No other users were intended.

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The value opinions reported herein are subject to the definitions, assumptions and limiting conditions, and certification contained in this report. If there are extraordinary assumptions and/or hypothetical conditions used in this report, the use of these extraordinary assumptions and hypothetical conditions might have affected the assignment results. The acceptance of this appraisal assignment and the completion of the appraisal report submitted herewith are contingent on the following extraordinary assumptions and/or hypothetical conditions:

Extraordinary Assumptions

- According to Nick Terry (the listing agent for the subject property) development of the subject property was limited by a condition of the subdivision that precludes multi-family residential use as of the effective date of value. Mr. Terry reported that he anticipates that this condition will be removed in the near term. As such, it is an extraordinary assumption of this appraisal that multi-family residential use will be permitted on the subject property within 30 days of the effective date of value at no cost to a potential buyer.

Hypothetical Conditions:

- No hypothetical conditions were used in this appraisal report.

If any of the Extraordinary Assumptions or Hypothetical Conditions are incorrect, a re-analysis may become necessary. Based on the analysis contained in the following report, our fair market value conclusions of the subject property (relative to the scenarios considered) are summarized as follows:

Value Conclusion

	As Is
Address	TBD Vernon Avenue
City, State	Idaho Falls, ID
Value Type	Market Value
Property Rights Appraised	Fee Simple
Effective Date	October 31, 2024
Value Conclusions	**$1,635,000**
Marketing Time Conclusion	6 to 12 months
Exposure Term Conclusion	6 to 12 months

Respectfully Submitted,
Mountain States Appraisal, LLC



Paul Dehlin, MAI
Senior Appraiser
Idaho CGA 343 (expires 9/9/2025)



G. Joseph Corlett, SRA, MAI
Senior Appraisal Manager
Idaho CGA-7 (expires 3/11/2025)

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Table of Contents

Cover Page
Letter of Transmittal
Table of Contents 4
Summary of Salient Facts 5
Aerial and Front Views 6
Location Map 7
Introduction 8
Scope of Work 11
Regional and Market Area Analysis 13
Site Description 21
Subject Photos 25
Assessment and Tax Data 30
Highest and Best Use 31
Appraisal Methodology 32
Sales Comparison Approach 33
Reconciliation 42
General Assumptions and Limiting Conditions 44
Certification 49
Addenda 51
- Legal Description 52
- Flood Map 53
- Qualifications 54

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Summary of Salient Facts

General Information

Property Identification	Subject
Address	TBD Vernon Avenue
City, State	Idaho Falls, ID
Coordinates	43.5093, -112.0118
Tax Parcel Number	RPA0188016001O, RPA0188016002O, RPA0188016003O, and RPA0188017001O
Owner of Record	City of Idaho Falls
Land Area (acres)	8.734
Land Area (SF)	380,453
Zoning Designation	LC and R-3A (Idaho Falls)
Highest and Best Use	As follows:
As Vacant	Multi-family residential development
Appraisal Premise	Market Value
Property Interest Appraised	Fee Simple
Scenarios Considered	As Is
Effective Date of Value	October 31, 2024

Value Indications

Market Value Indications	
Property Interest Appraised	Fee Simple
Scenario	As Is
Cost Approach	Not Developed
Sales Comparison Approach	$1,635,000
Income Approach	Not Developed

Value Conclusions

As Is Market Value Conclusion	
Property Rights Considered	Fee Simple
Scenario	As Is
Effective Date	October 31, 2024
Market Value Conclusion	$1,635,000
Marketing Time Conclusion	6 to 12 months
Exposure Term Conclusion	6 to 12 months

Extraordinary Assumptions and Hypothetical Conditions

Extraordinary Assumptions

1. According to Nick Terry (the listing agent for the subject property) development of the subject property was limited by a condition of the subdivision that precludes multi-family residential use as of the effective date of value. Mr. Terry reported that he anticipates that this condition will be removed in the near term. As such, it is an extraordinary assumption of this appraisal that multi-family residential use will be permitted on the subject property within 30 days of the effective date of value at no cost to a potential buyer.

Hypothetical Conditions

1. No hypothetical conditions were used in this appraisal report.

If there are extraordinary assumptions and/or hypothetical conditions used in this report, their use may have affected the assignment result. If any are later determined to not be applicable, a re-analysis may be necessary.

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Aerial and Front Views

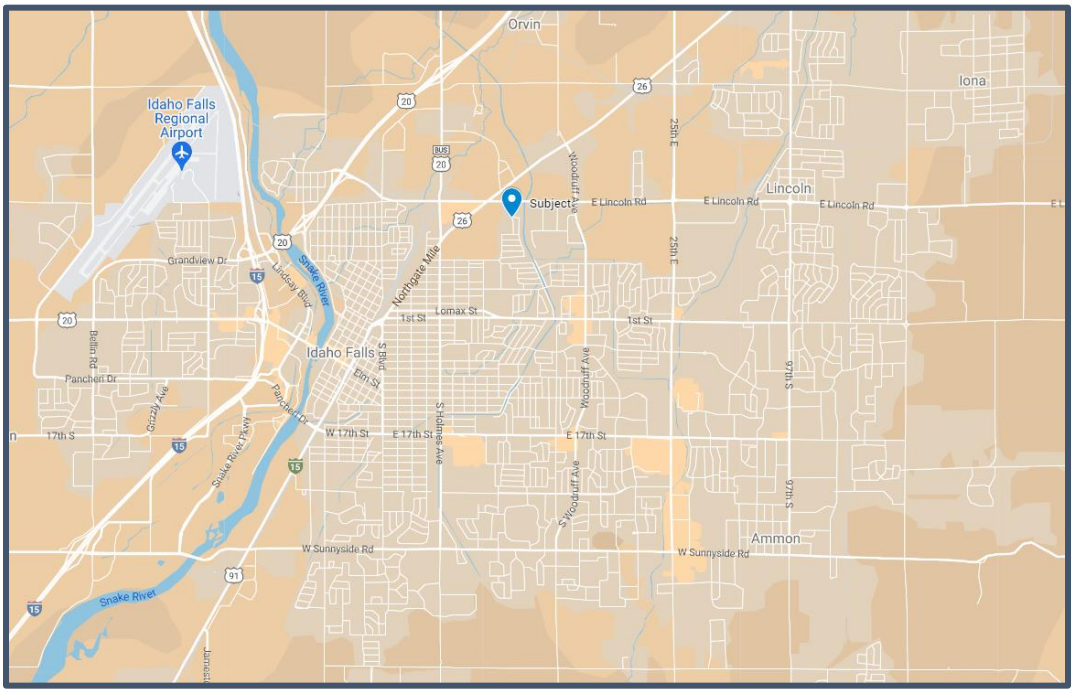
AERIAL VIEW



VIEW OF THE SUBJECT



Location Map



Introduction

Client and Intended User(s) of the Appraisal

The City of Idaho Falls is the client for this assignment. No other users were intended.

Intended Use of the Appraisal

The intended use of this appraisal is to assist our client in determining a market value estimate to be used in conjunction with pricing the property for an eventual sale. No other uses were intended.

Real Estate Identification

The subject comprises tax parcels RPA0188016001O, RPA0188016002O, RPA0188016003O, and RPA0188017001O. No street addresses for the subject parcels were reported. Tax parcels situated RPA0188016001O, RPA0188016002O, RPA0188016003O are situated on the west side of Vernon Street about 675 feet south of Lincoln Road. Tax parcel RPA0188017001O is situated on the east side of Vernon Street about 600 feet south of Lincoln Road.

Legal Description

A copy of the plat map illustrating the four tax parcels provided by our client is included in the Addenda section of this report. The accuracy of the legal description obtained is assumed.

Use of Real Estate as of the Effective Date of Value

The subject property was undeveloped as of the date of our inspection.

Use of Real Estate as of the Date of this Report

Same as above.

Ownership and Sales History

No changes of ownership within the past three years of the effective date of value were reported by the county assessor's office.

Analysis of Listings/Offers/Contracts

The four subject tax parcels were listed for sale at a reported price of $1,900,000 by Thornton Oliver Keller as of the effective date of value. Nick Terry (the listing agent for the subject property) reported that the property has been listed for sale for approximately 2 years. The same source stated that the property went under contract shortly after the listing date but fell out of contract when the potential buyer learned that the property could not be developed (at that time) with multi-family residential use due to an existing subdivision condition. It is also our understanding that aside from this offer, the listing has not generated much interest from prospective buyers over the listing term.

We remind the reader that it is an extraordinary assumption of this appraisal report that multi-family residential use will be permitted on the subject property within 30 days of the effective date of value at no cost to a potential buyer.

Type and Definition of Value

The purpose of this appraisal is to develop an opinion of the market value of the subject property. "Market Value," as used in this appraisal, is defined as "the most probable price that a property should

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bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus." Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

- *Buyer and seller are typically motivated.*
- *Both parties are well informed or well advised, each acting in what they consider their own best interests;*
- *A reasonable time is allowed for exposure in the open market;*
- *Payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and*
- *The price represents the normal consideration for the property sold unaffected by special or creative financing or sale concessions granted by anyone associated with the sale."*

(Source: The FDIC Rules and Regulations, Part 323.2, g)

Valuation Scenarios and Effective Dates of Value

Per the scope of our assignment, we developed opinions of value for the subject property under the following scenarios for the identified property right interests as of the corresponding effective dates of value:

Property: Value Perspective	Value Premise	Property Right Interest	Effective Date of Value
As Is	Market Value	Fee Simple	October 31, 2024

Real Property Rights Appraised

We have appraised the fee simple estate in the subject property. Fee simple estate is defined as follows:

> Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat.
> Source: Dictionary of Real Estate Appraisal, 6th Edition

Date of Report

This report was delivered to our client on November 5, 2024, which is the same as the date of the letter of transmittal.

List of Items Requested but Not Provided

No items of significance were requested and ultimately not provided.

Assignment Challenges

None apparent

Assumptions and Conditions of the Appraisal

The use of any extraordinary assumptions and/or hypothetical conditions might have affected the assignment results. If any are later determined to be incorrect, a re-analysis may become necessary.

Extraordinary Assumptions

- According to Nick Terry (the listing agent for the subject property) development of the subject property was limited by a condition of the subdivision that precludes multi-family residential use as of the effective date of value. Mr. Terry reported that he anticipates that this condition will be removed in the near term. As such, it is an extraordinary assumption of this appraisal that multi-family residential use will be permitted on the subject property within 30 days of the effective date of value at no cost to a potential buyer.

Hypothetical Conditions:

- No hypothetical conditions were used in this appraisal report.

Scope of Work

The elements addressed in the Scope of Work are (1) the extent to which the subject property is identified, (2) the extent to which the subject property is inspected, (3) the type and extent of data researched, (4) the type and extent of analysis applied, (5) the type of appraisal report prepared, and (6) the inclusion or exclusion of items of non-realty in the development of the value opinion. These items are discussed below.

Extent to Which the Property Was Identified

The three components of the property identification are summarized as follows:

- Legal Characteristics - The subject was legally identified via review of public records.
- Economic Characteristics - Economic characteristics of the subject property were identified via the lease provided, as well as a comparison to properties with similar locational and physical characteristics.
- Physical Characteristics - The subject was physically identified via our inspection of the property and review of public records.

Extent to Which the Property Was Inspected

Paul Dehlin, MAI completed an on-site inspection of the subject property on October 31, 2024. Joe Corlett, MAI, SRA did not inspect the property in conjunction with this assignment.

Type and Extent of Data Researched

We researched and analyzed: 1) market area data, 2) property-specific market data, 3) zoning and land-use data, and 4) current data on comparable listings, sales, and rentals in the competitive market area.

Type and Extent of Analysis Applied (Valuation Methodology)

We observed surrounding land use trends, the condition of any improvements, demand for the subject property, and relevant legal limitations in concluding a highest and best use. We then valued the subject based on that highest and best use conclusion.

Appraisers develop an opinion of property value with specific appraisal procedures that reflect three distinct methods of data analysis: the cost approach, sales comparison approach, and income capitalization approach. One or more of these approaches are used in all estimations of value.

- Cost Approach - In the cost approach, the value indication reflects the sum of current depreciated replacement or reproduction cost, land value, and an appropriate entrepreneurial incentive or profit.
- Sales Comparison Approach - In the sales comparison approach, value is indicated by recent sales and/or listings of comparable properties in the market, with the appraiser analyzing the impact of material differences in both economic and physical elements between the subject and the comparables.
- Income Capitalization Approach - In the income capitalization approach, value is indicated by the capitalization of anticipated future income. There are two types of capitalization: direct capitalization and yield capitalization, more commonly known as discounted cash flow (DCF) analysis.

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The subject comprises undeveloped land. As such, we developed a value indication for the subject using only the sales comparison. A potential buyer of the subject property is not likely to rely on either the cost approach or income capitalization approach to value. Thus, these approaches were not developed in this report. The exclusion of the cost and income capitalization approaches did not negatively impact the credibility of the overall value conclusion.

Appraisal Conformity and Report Type

We developed our analyses, opinions, and conclusions and prepared this report in conformity with the Uniform Standards of Professional Appraisal Practice (USPAP) of the Appraisal Foundation; the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute; and the requirements of our client as we understand them.

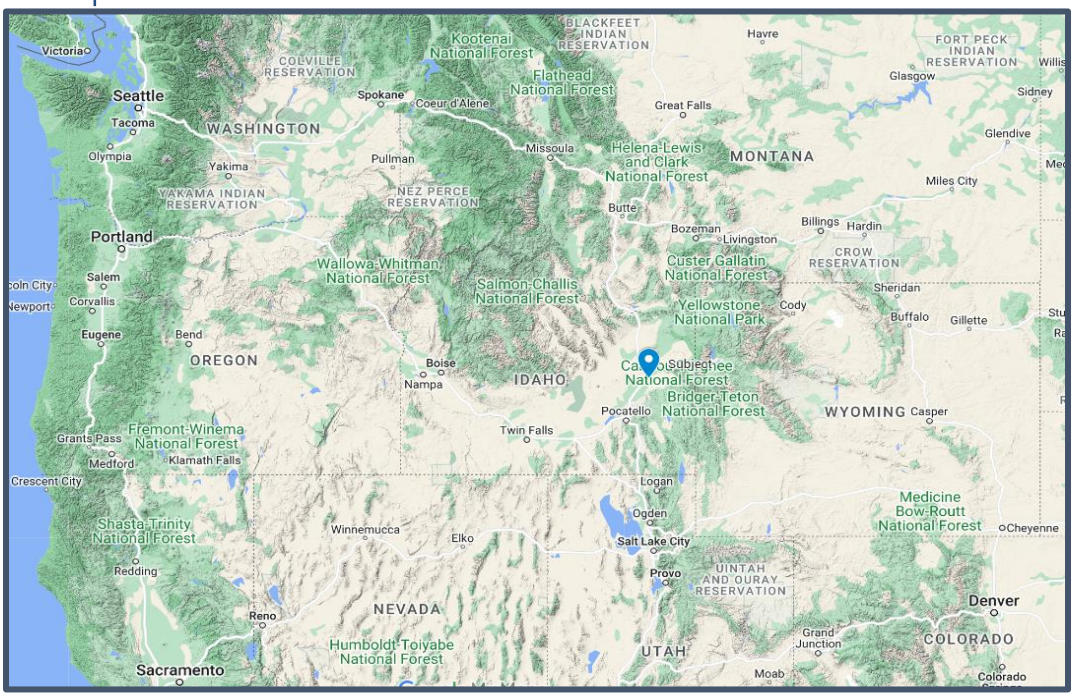
Personal Property/FF&E

Unless otherwise stated in the report, all furniture, fixtures, and equipment (FF&E) or any other personal property has been excluded from our analysis.

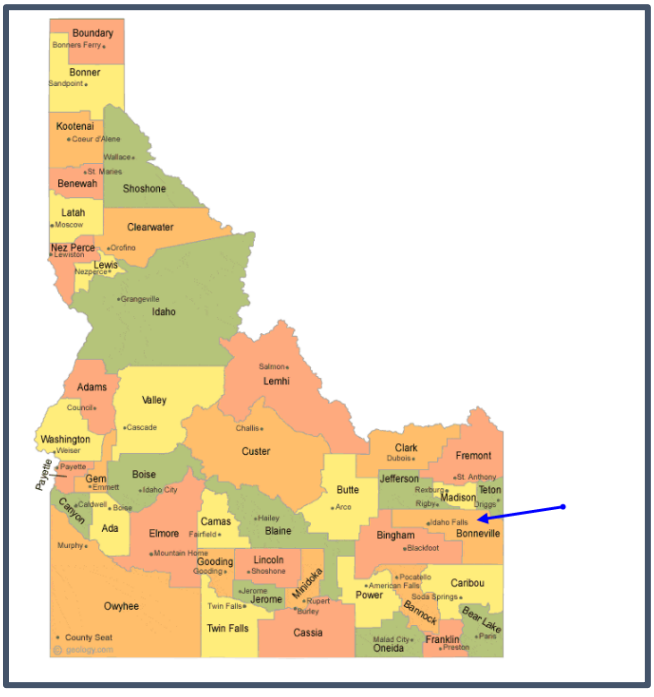
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Regional and Market Area Analysis

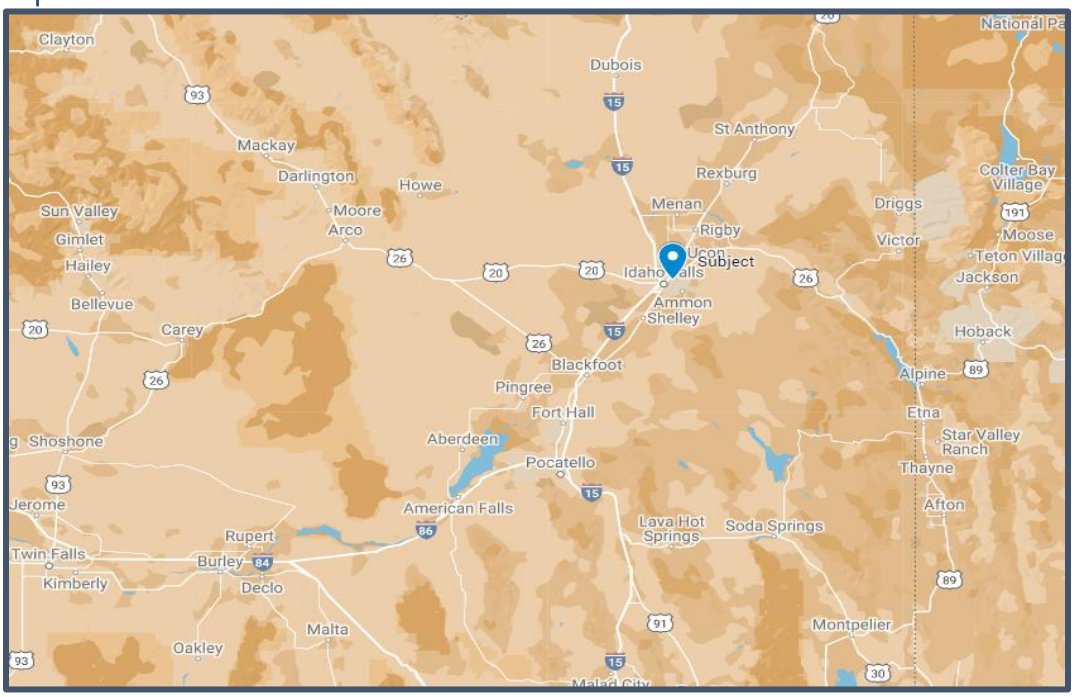
Regional Map



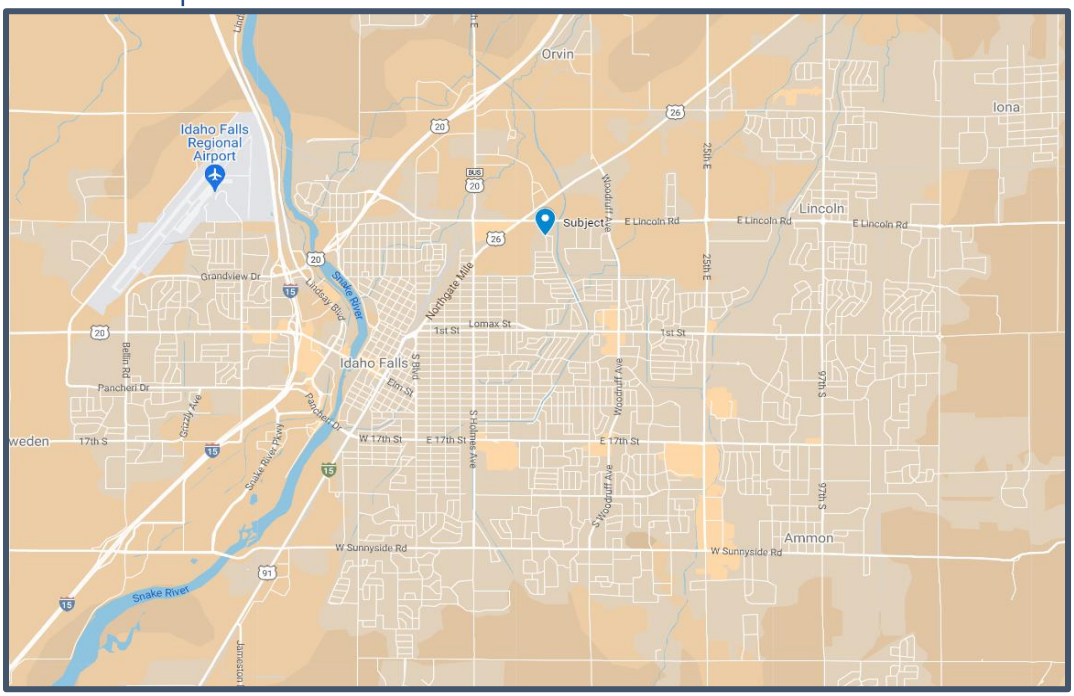
County Map



Area Map



Neighborhood Map

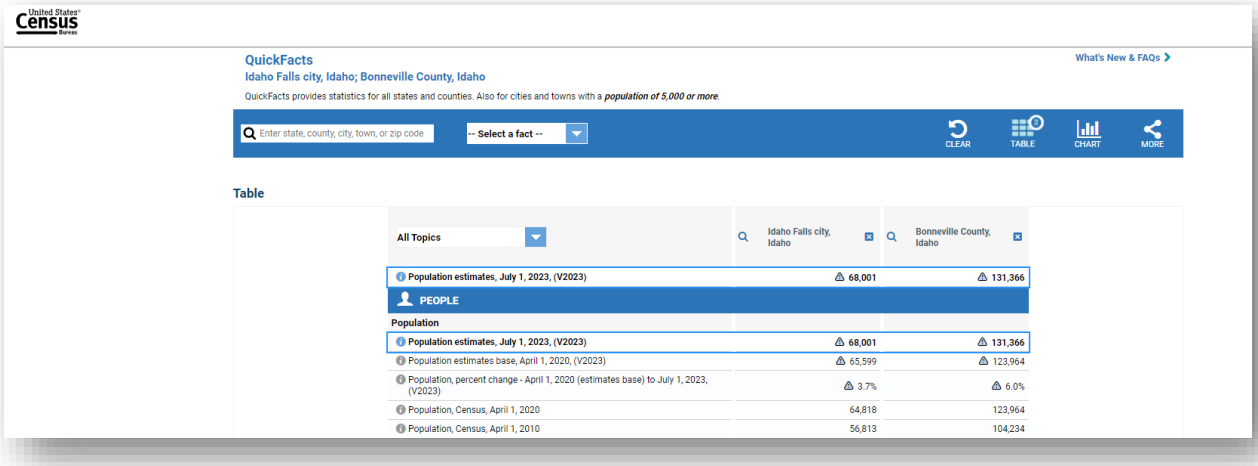


Regional Overview

The subject is situated along Vernon Avenue, just south of Lincoln Road in Idaho Falls, Bonneville County, Idaho. Bonneville County is situated in southern Idaho, covers approximately 1,900 square miles, and has a population of about 119,062 (per 2019 U.S. Census Bureau). The county is bordered to the north by Jefferson, Madison and Teton Counties, to the west by Bingham County, and to the east by the state of Wyoming. While there is a significant agricultural presence in Bonneville County, it is also the primary retail and medical hub for southeastern Idaho. Additionally, the Trade, Utilities, and Transportation sector comprises a significant contribution to the economy due to the existence of the INL (Idaho National Laboratory) just west of Idaho Falls and east of Arco Idaho. Much of the workforce for INL resides in Idaho Falls. Additionally, INL has a significant presence in Idaho Falls at their multi-building campus on University Boulevard at the north periphery of town.

Population Trends

Following, we present a table obtained from the U.S. Census Bureau illustrating population estimates and historical change rates for Bonneville County and the city of Idaho Falls:



United States Census Bureau

QuickFacts

Idaho Falls city, Idaho; Bonneville County, Idaho

What's New & FAQs

QuickFacts provides statistics for all states and counties. Also for cities and towns with a *population of 5,000 or more*.

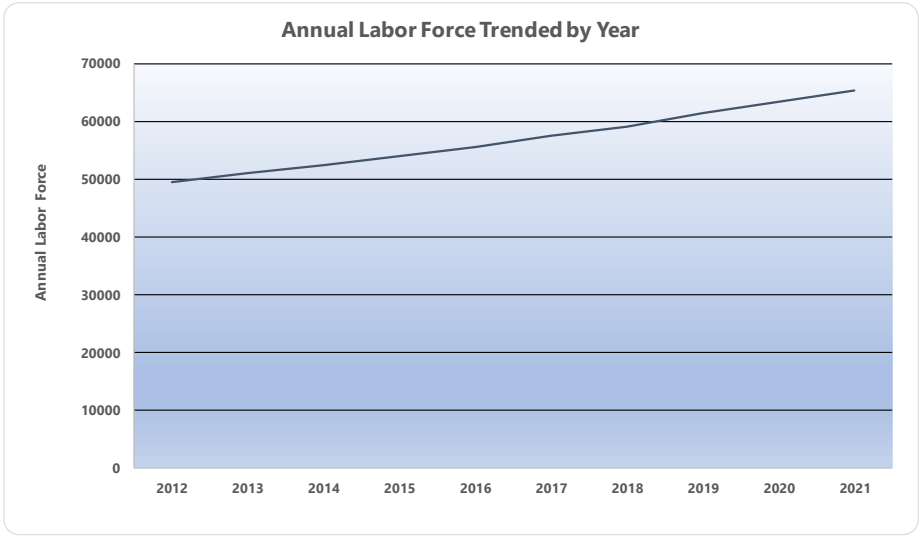
Enter state, county, city, town, or zip code | -- Select a fact -- | CLEAR | TABLE | CHART | MORE

Table

All Topics	Idaho Falls city, Idaho	Bonneville County, Idaho
Population estimates, July 1, 2023, (V2023)	68,001	131,366
PEOPLE		
Population		
Population estimates, July 1, 2023, (V2023)	68,001	131,366
Population estimates base, April 1, 2020, (V2023)	65,599	123,964
Population, percent change - April 1, 2020 (estimates base) to July 1, 2023, (V2023)	3.7%	6.0%
Population, Census, April 1, 2020	64,818	123,964
Population, Census, April 1, 2010	56,813	104,234

Labor Force & Employment

Following, we present two graphs illustrating the historic labor force and unemployment trends for the county. The data source for the tables is http:/data.bls.gov/pdq/SurveyOutputServlet.



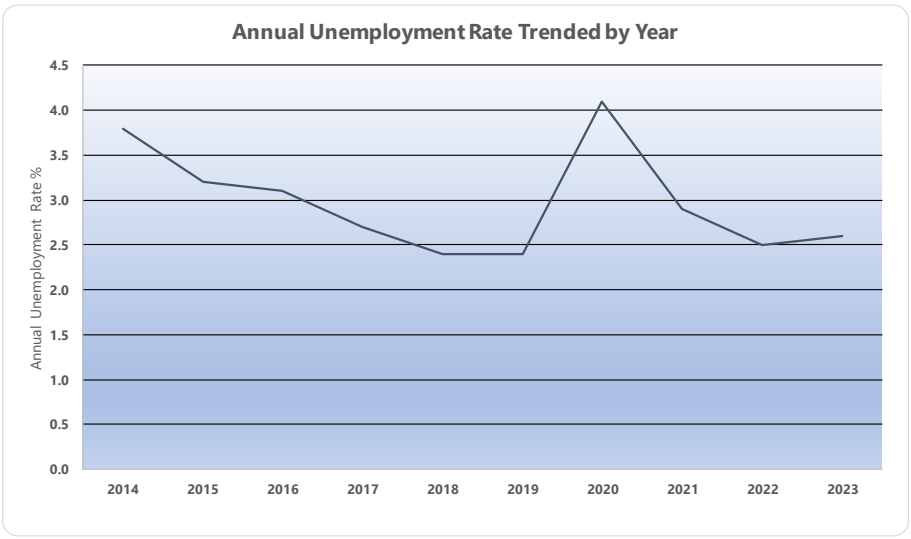
Local Area Unemployment Statistics
Original Data Value

Series Id:	LAUCN160190000000006
Not Seasonally Adjusted	
Area:	Bonneville County, ID
Area Type:	Counties and equivalents
State/Region/Division:	Idaho
Measure:	labor force
Years:	2014 to 2024

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual
2014	49500	49236	49062	49017	49291	49984	50163	49768	48942	49040	49485	49525	49418
2015	50159	50342	50375	50334	51178	51982	51669	51425	50949	50897	51559	51883	51063
2016	51635	51870	51776	51994	52535	53282	53057	52536	52171	52248	52728	52699	52377
2017	53125	53313	53040	53331	53872	54680	54652	54200	53900	53881	54602	54449	53921
2018	54544	54876	54813	54701	55572	56255	56433	55379	55432	55653	56368	56453	55540
2019	56428	56569	56458	56361	57100	58123	58237	57836	57766	58109	58604	58939	57544
2020	58774	58528	57788	56291	57649	59098	59876	60254	60027	60367	60562	60249	59122
2021	60464	60823	60428	60303	60941	61705	61964	61861	61690	62139	62557	62059	61411
2022	62938	63315	63456	62671	63236	63659	63384	63427	63488	63744	63523	63699	63378
2023	64281	64681	65145	64693	65210	65887	65662	65396	65626	65816	65696	65253	65279
2024	65606	66159	66455	66211	66267	67007	68039	67473					

Source: http:/data.bls.gov/pdq/SurveyOutputServlet

A relatively consistent inclining trend is apparent for the Bonneville County Labor Force over the term analyzed.



Local Area Unemployment Statistics
Original Data Value

Series Id:	LAUCN160190000000003
Not Seasonally Adjusted	
Area:	Bonneville County, ID
Area Type:	Counties and equivalents
State/Region/Division:	Idaho
Measure:	unemployment rate
Years:	2014 to 2024

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual
2014	5.5	5.1	4.7	3.9	3.6	3.1	3.3	3.5	3.1	3.0	3.3	3.2	3.8
2015	4.0	3.8	3.5	3.2	3.0	3.0	3.1	3.0	3.0	2.8	3.1	3.1	3.2
2016	3.8	3.7	3.5	3.1	2.8	3.0	3.0	2.9	2.9	2.7	2.9	2.8	3.1
2017	3.7	3.5	3.1	2.4	2.4	2.4	2.6	2.5	2.5	2.4	2.6	2.5	2.7
2018	3.4	3.1	2.9	2.4	2.1	2.2	2.2	2.1	2.1	2.1	2.2	2.3	2.4
2019	3.4	3.0	2.8	2.1	2.1	2.2	2.3	2.1	2.1	2.0	2.1	2.2	2.4
2020	2.9	2.8	3.1	8.3	6.5	5.4	4.6	3.6	3.4	2.9	3.1	3.3	4.1
2021	3.9	4.1	3.7	3.1	2.7	3.0	2.7	2.6	2.3	2.2	2.2	2.1	2.9
2022	3.0	3.0	2.9	2.2	2.1	2.5	2.3	2.4	2.2	2.2	2.4	2.3	2.5
2023	3.0	3.1	3.1	2.4	2.4	2.5	2.5	2.5	2.4	2.4	2.4	2.4	2.6
2024	3.4	3.5	3.3	2.7	2.7	3.0	3.1	3.0					

Source: http:/data.bls.gov/pdq/SurveyOutputServlet

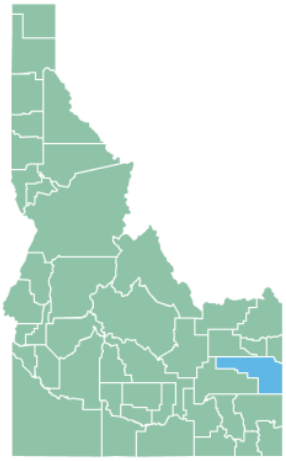
The 2020 spike in the unemployment rate is likely a reaction to market impact from the pandemic. Sufficient data to develop a supportable conclusion pertaining to the market impact of unemployment spike noted would be highly subjective as of the effective date of this report.

The Idaho Department of Labor provides labor force and economic profiles for the various counties of the state. Following, we present exhibits taken from the Idaho Department of Labor website providing economic profile for the county:

Last Updated: September 2024

Bonneville County Economic Overview

Civilian Labor Force (Aug 2024)	67,451
Unemployment Rate (Aug 2024)	3.2%
Population (2023)	131,366
Median Household Income (2022)	$73,103
Per Capita Personal Income (2022)	$62,984
Poverty Rate (2022)	9.5%



Idaho Department of Labor labor.idaho.gov

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Bonneville County Labor Force And Economic Profile, September 2024

5. Industry Employment and Wages, 2013, 2022, and 2023

Supersector	2013 Average Employment	2013 Average Wages	2022 Average Employment	2022 Average Wages	2023 Average Employment	2023 Average Wages
Total Covered Wages	44,543	$32,627	59,534	$46,360	61,641	$47,594
Natural Resources and Mining	422	$34,524	523	$47,705	560	$50,116
Construction	2,298	$40,277	4,044	$52,504	4,306	$57,556
Manufacturing	2,582	$39,378	4,040	$55,856	4,069	$54,411
Trade,Transportation, and Utilities	12,056	$32,902	13,781	$44,910	14,191	$46,077
Information	910	$37,137	553	$48,121	594	$49,677
Financial Activities	1,716	$43,562	2,483	$64,222	2,481	$67,009
Professional and Business Services	4,894	$35,211	6,780	$62,831	6,549	$66,376
Education and Health Services	10,827	$32,153	16,231	$43,595	17,145	$44,637
Leisure and Hospitality	4,909	$12,959	7,101	$19,621	7,616	$19,686
Other Services	1,413	$23,520	1,536	$36,368	1,568	$38,585
Public Administration	2,516	$48,497	2,462	$66,338	2,562	$68,852

Source: Idaho Department of Labor- Quarterly Census of Employment Wages (QCEW)

Bonneville County Labor Force And Economic Profile, September 2024

6. Top Employers, 2023

Employer	Ownership	Employment Range
Bonneville Joint School District	Local Government	1,000 - 2,499
Mountain View Hospital	Private	1,000 - 2,499
Idaho Falls School District	Local Government	1,000 - 2,499
Eastern Idaho Regional Medical Center	Private	1,000 - 2,499
Melaleuca	Private	1,000 - 2,499
Wal-mart	Private	1,000 - 2,499
City Of Idaho Falls	Local Government	500 - 999
Bonneville County	Local Government	500 - 999
Idaho Falls Community Hospital	Private	250 - 499
Has Inc.	Private	250 - 499

NOTE: Only employers that have given the Department permission to release employment range data are listed.
Source: Idaho Department of Labor- Quarterly Census of Employment Wages (QCEW)

Transportation

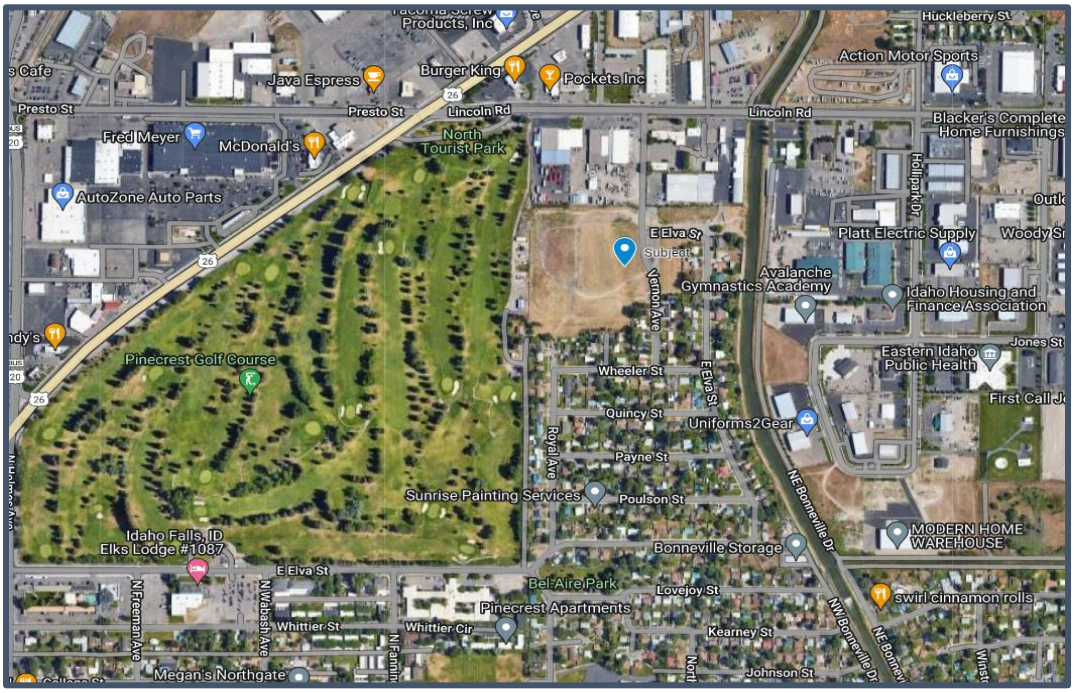
Interstate 15 (I-15) is a primary access route to the city and extends through it in a north/south fashion. To the north, I-15 provides convenient access to the communities of Roberts, Dubois, and eventually the Montana border. To the south, I-15 connects with the communities of Blackfoot and Pocatello.

U.S. Highway 20 is another primary access route to the community. It extends northeast of town (from a junction with I-15) and provides convenient access to the communities of Rigby, Rexburg, St. Anthony, Ashton, Island Park, and eventually the Montana border.

The subject is accessed by heading west on Presto Street (from the interchange at I-84) about ½ a mile, then continuing west for about 1 mile Lincoln Road, then south on Vernon Avenue about 675 feet. Three of the subject lots are situated on the west side of Vernon Avenue, and the fourth lot is situated on the east side of Vernon Avenue.

Immediate Neighborhood

The subject is situated in Idaho Falls, Idaho. Following we present an aerial photo of the immediate subject area to provide the reader with some perspective of the neighborhood:



Conclusion

Three of the subject parcels are situated along the west side of Vernon Avenue and the fourth is situated along the east side of Vernon Avenue. Existing land uses in the immediate vicinity of the subject include an automotive repair shop and an office building to the north, single-family residential to the east and south, and a golf course to the west. The immediate subject neighborhood is concluded to be in the stable stage of its life cycle.

Site Description

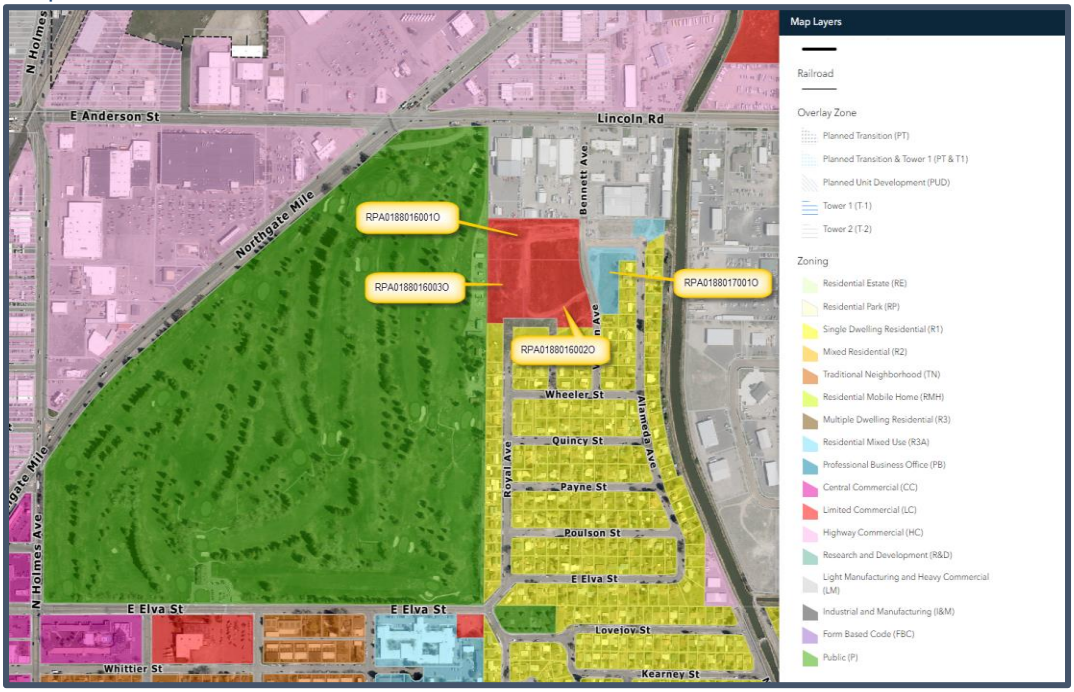
Exhibits

Following, we present exhibits illustrating the tax lots and zoning designations for the subject

Tax Parcel Map



Zoning Map



Site Description

Street Address/Location:	TBD Vernon Avenue
City, State, Zip:	Idaho Falls, Idaho, 83401
Tax Parcel Number:	RPA0188016001O, RPA0188016002O, RPA0188016003O, and RPA0188017001O
Land Size (Acres):	Four parcels, 2.735, 2.918, 1.620, and 1.461. Aggregate land size is 8.734 acres.
Land Area Size (SF):	Aggregate land size is 380,453 SF
Source of Land Area:	County records
Shape:	Rectangular and irregular but functional
Topography:	Gentle slope and generally, level and at grade
Access:	Three of the parcels have frontage along Vernon Avenue, on parcel has frontage to Royal Avenue
Interior or Corner:	Interior
Arterial or Collector:	Collectors
Signalized:	No
Drainage:	No problems observed/reported
Ground Stability:	No problems observed/reported
Environmental Hazard:	Not aware of any that would adversely affect value. Site is assumed not to have any environmental hazards.
Easements, Encroachments, & Restrictions:	According to Nick Terry (the listing agent for the subject property) development of the subject property was limited by a condition of the subdivision that precludes multi-family residential use as of the effective date of value. Mr. Terry reported that he anticipates that this condition will be removed in the near term. As such, it is an extraordinary assumption of this appraisal that multi-family residential use will be permitted on the subject property within 30 days of the effective date of value at no cost to a potential buyer. Aside from this, we are not aware of any easements, encroachments or restrictions that would adversely affect value. Title is assumed clear/marketable.

Flood Zone Information

Flood Area Panel #:	1600290005B
Date:	October 15, 1982
Zone:	Zone C
Description:	Areas of minimal flooding
Comment:	If the flood zone is a concern to the client, we suggest they obtain additional information in this regard from a qualified service provider.

Zoning

Zoning Jurisdiction:	LC and R-3A, Idaho Falls, ID Idaho. Following, we present a table summarizing the development restrictions for the subject zoning designations.

Zoning Category:	LC	R-3A
Description:	Limited Commercial	Residential Mixed-Use
Uses Permitted:	As follows:	As follows:
Agricultural:	No	No
Residential:	Yes	Yes
Office:	Yes	Yes
Industrial:	No	No
Retail:	Yes	No
Service-commercial:	Yes	No
Special-purpose:	Some	Some
Development Restrictions	As follows:	As follows:
Min Lot Area:	None stated	5,000 SF
Building Height:	Case by case	None stated
Max Coverage Ratio:	80%	80%
Front Setback:	20'	50'
Side Setback:	Case by case	6' (exceptions apply)
Rear Setback:	None stated	0' (exceptions apply)
Density Allowance:	35 units/acre for MFR	35 units/acre

Zoning Comment: All development restrictions for LC are identical to those of R-3A if multi-family residential use is being developed.

Utility Providers

Water:	City of Idaho Falls
Sewer:	City of Idaho Falls
Electricity:	Idaho Power
Natural Gas:	Intermountain Gas

Surrounding Uses

North:	Automotive repair and office buildings
South:	Single-family residence development
East:	Single-family residence development
West:	Golf course
Neighborhood Development Trend	Residential at collector accessed/exposed locations like the subject

Conclusion

The subject comprises four tax parcels having approximate sizes of 2.735, 2.918, 1.620, and 1.461 acres respectively. The aggregate size of the four parcels equates to about 8.734 acres. Three of the parcels are contiguous with one another and the fourth is situated just east across Vernon Avenue. The subject tracts have functional shapes, all utilities available and are not situated in a flood zone.

As is apparent from the subject photos (presented in the next section), a portion of the property was improved with grading and road mix at the time of our inspection. The road mix is situated on the west tract of the site and appears to be positioned over a portion of the site that has historically been used for vehicle access. According to Pam Alexander (Municipal Serviced Director for the City of Idaho

Falls) the road mix was applied "to assist with the unloading of snow" and was not intended to be a permanent improvement to the site. Notably, a prospective developer is not likely to pay a price premium reflective of the cost of these improvements simply because they may not align with a prospective development plan.

Existing development in the subject neighborhood is mixed. The improvements adjacent north of the subject include several older light-industrial buildings. Existing development to the south comprises an older lower quality single-family residential neighborhood.

The subject has offsetting location characteristics. Its proximity to the golf course is clearly a desirable feature, but the presence of the golf course maintenance yard and utility sheds adjacent to the subject offsets this benefit to some degree. Conversely, we recognize that a potential buyer/developer might seek to obtain pedestrian access from the subject into to the golf course to bolster this characteristic.

The heterogeneous neighborhood does not serve to benefit the subject location as primary access to the subject (via Vernon Ave from Lincoln Road) through an industrial development is less desirable for residential uses than properties with homogenous neighborhoods. These observations are considered in the Highest and Best Use and Valuation sections to follow.

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Subject Photos



Photo 1: View of the west tract looking north from the southwest corner.



Photo 2: View towards the golf course from the southwest corner of the west tract.

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Photo 3: View of the west tract looking south from the north side.



Photo 4: View to the northeast from near the south end of the west tract



Photo 5: View of the west tract looking east from the northwest corner.



Photo 6: View to the southwest from the northeast corner of the west tract.



Photo 7: View of the east tract (looking north from the south end).



Photo 8: View north along Vernon Avenue.



Photo 9: View south along Vernon Avenue



Photo Location Map

Assessment and Tax Data

Assessment Methodology

Following we present a summary table containing the salient details of the subject property as obtained from the Bonneville County Assessor's website:

Tax Assessment Data				
Parcel #	RPA0188016001O	RPA0188016002O	RPA0188016003O	RPA0188017001O
Street Address	None reported	None reported	None reported	None reported
City, State	Idaho Falls, ID	Idaho Falls, ID	Idaho Falls, ID	Idaho Falls, ID
Abbreviated Legal Description	Lot 1, Block 16, Bel Aire # 3 Amended # 1 NE1/4, SEC 17, T 2N, R 38	Lot 2, Block 16, Bel Aire # 3 Amended # 1 NE1/4, SEC 17, T 2N, R 38	Lot 3, Block 16, Bel Aire # 3 Amended # 1 NE1/4, SEC 17, T 2N, R 38	Lot 1, Block 17, Bel Aire # 3 Amended # 1 NE1/4, SEC 17, T 2N, R 38
Ownership	City of Idaho Falls	City of Idaho Falls	City of Idaho Falls	City of Idaho Falls
Land Size (Acres)	2.735	2.918	1.620	1.461
Land Size (SF)	119,137	127,108	70,567	63,641
Improvement Size	None	None	None	None
Improvement Type (Description)	NA	NA	NA	NA
Year Built	NA	NA	NA	NA
Remodel Year	NA	NA	NA	NA
Assessed Land Value	Exempt	Exempt	Exempt	Exempt
Assessed Improvement Value	NA	NA	NA	NA
Total Assessed Value	Exempt	Exempt	Exempt	Exempt
Current Taxes	Exempt	Exempt	Exempt	Exempt
Tax Delinquencies	Exempt	Exempt	Exempt	Exempt
Ownership History Information	No ownership changes reported within the past 3 years.	No ownership changes reported within the past 3 years.	No ownership changes reported within the past 3 years.	No ownership changes reported within the past 3 years.

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Highest and Best Use

The Highest and Best Use of a property is the use that is physically possible, legally permissible and financially feasible which results in the highest value. An opinion of the highest and best use results from consideration of the criteria noted above under the market conditions or likely conditions as of the effective date of value. Implied in the definition is that the determination of highest and best use results from the judgment and analytical skills of the appraiser; that is, that the use determined from analysis represents an opinion, not necessarily a fact to be found. In appraisal practice, the concept of highest and best use represents the premise upon which value is based.

Analysis of Highest and Best Use as Vacant

In determining the highest and best use of the property as though vacant, we examine the potential for: 1) near term development, 2) a subdivision of the site, 3) an assemblage of the site with other land, or 4) holding the land as an investment.

Legally Permissible

The subject had mixed zoning as of the effective date of value including LC and R-3A (Idaho Falls, Idaho). Agricultural and industrial uses are not permitted in either of these zoning classifications thus were excluded from consideration. Service-commercial uses (i.e. auto repair or sales shops) are not permitted in the R-3A zone, thus were excluded from consideration on this portion of the subject.

Physically Possible

The physical attributes allow for a number of potential uses. Elements such as availability of utilities, known hazards (flood, environmental, etc.), and other potential influences are described in the Site Description and have been considered. The subject comprises four tax lots. Three of the tax lots are contiguous with one another and the fourth is situated across Vernon Avenue to the east. No physical deficiencies to any of the tax lots were apparent, all utilities were available, and the lots are not situated in a flood zone. As such, this test does not serve to narrow the range of alternatives.

Financially Feasible

A conclusion relative to this test typically consists of consideration of the predominant development trend for similar land in the immediate neighborhood/vicinity of the subject and consideration of applicable supply and demand factors for each use alternative present in the market. The four subject lots have collector exposure and access. As such, retail and service-commercial uses (on the LC zoned lots) were excluded from consideration. Thus, the only remaining alternatives include office or residential development. Both zoning classifications allow high-density multi-family residential development of up to 35 units per acre. The location of the subject is more conducive to multi-family residential development in our opinion than it is for office.

Maximally Productive

Among the financially feasible uses, the use that results in the highest value (the maximally productive use) is the highest and best use. Based on the preceding discussion, we concluded that the highest and best use of the subject site (as if vacant) is for multi-family residential development.

Most Probable Buyer/User

The most likely buyer of the subject property is a developer.

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Appraisal Methodology

Three Approaches to Value

There are three traditional approaches typically available to develop indications of real property value: the cost, sales comparison, and income capitalization approaches.

Cost Approach

The cost approach is based upon the principle of substitution, which states that a prudent purchaser would not pay more for a property than the amount required to purchase a similar site and construct similar improvements without undue delay, producing a property of equal desirability and utility. This approach is particularly applicable when the improvements being appraised are relatively new or proposed, or when the improvements are so specialized that there is little or no sales data from comparable properties.

Sales Comparison Approach

The sales comparison approach involves the direct comparison of sales and listings of similar properties, adjusting for differences between the subject property and the comparable properties. This method can be useful for valuing general purpose properties or vacant land. For improved properties, it is particularly applicable when there is an active sales market for the property type being appraised – either by owner-users or investors.

Income Capitalization Approach

The income capitalization approach is based on the principle of anticipation, or the assumption that value is created by the expectation of benefits to be derived in the future, such as expected future income flows including the reversion, or future re-sale of the property appraised. Its premise is that a prudent investor will pay no more for the property than he or she would for another investment of similar risk and cash flow characteristics. The income capitalization approach is widely used and relied upon in appraising income-producing properties, especially those for which there is an active investment sales market.

Subject Valuation

The subject comprises undeveloped land. As such, we developed a value indication for the subject using only the sales comparison. A potential buyer of the subject property is not likely to rely on either the cost approach or income capitalization approach to value. Thus, these approaches were not developed in this report. The exclusion of the cost and income capitalization approaches did not negatively impact the credibility of the overall value conclusion.

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Sales Comparison Approach

Methodology

This approach is based on the premise that a buyer would pay no more for a specific property than the cost of obtaining a property with the same quality, utility, and perceived benefits of ownership. It is based on the principles of supply and demand, balance, substitution and externalities. In the sales comparison approach, an indication of market value is developed by analyzing closed sales, listings, or pending sales of properties similar to the subject property, using the most relevant units of comparison. The comparative analysis focuses on the difference between the comparable sales and the subject property using all appropriate elements of comparison.

Unit of Comparison

Our analysis uses the price per square foot of the unencumbered land size unit of comparison.

Elements of Comparison

Elements of comparison are the characteristics or attributes of properties and transactions that cause the prices of real estate to vary. The main elements of comparison that should be considered in sales comparison analysis are as follows: (1) expenditures made immediately after purchase, (2) real property rights conveyed, (3) financing terms, (4) conditions of sale, (5) market conditions, (6) location and (7) physical characteristics.

Comparable Sales Data

Following, we present photo exhibits, a location map, and tables summarizing the characteristics and adjustments applied to each sale analyzed. A discussion of the adjustments applied in our analysis is presented following the summary tables.

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Comparable Sale Photographs



Comp 1-TBD Easy Street
Idaho Falls, ID



Comp 2 –SEC of W 33rd & N 5th W
Idaho Falls, ID



Comp 3- NNA 97th S
Ammon, ID



Comp 4 –1185 Hoopes Ave
Idaho Falls, ID



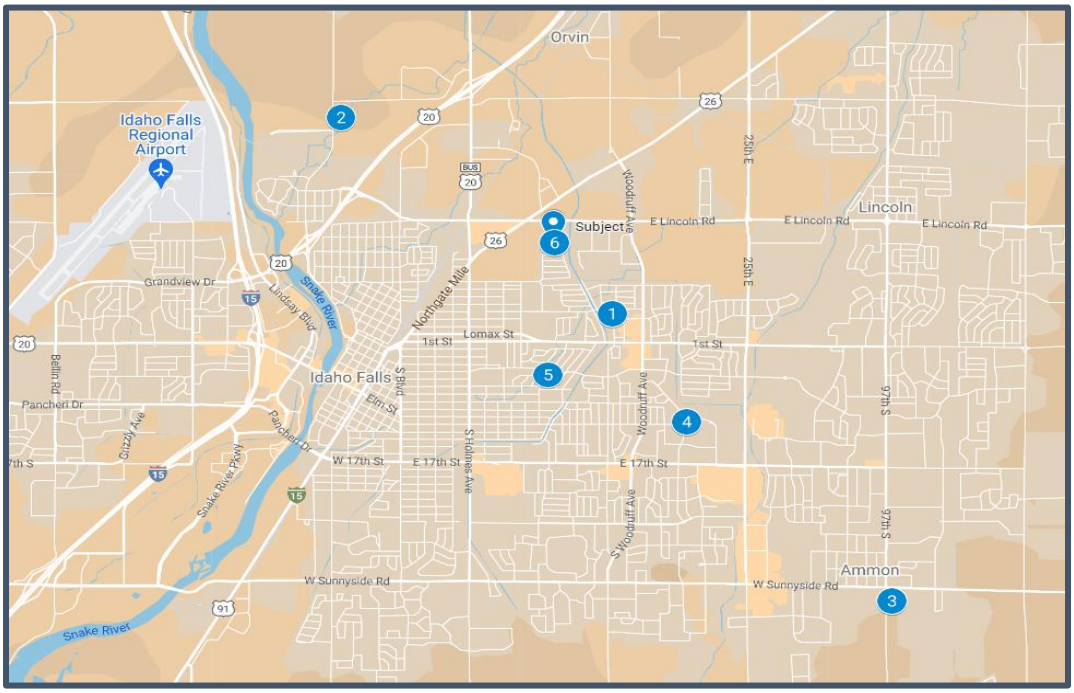
Comp 5 – TBD Lincoln Rd.
Bonneville County, ID



Comp 6 –3016 N Holmes Ave
Idaho Falls, ID

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COMPARABLE SALES MAPS



Comparable Land Sale Summation Table

IDENTIFICATION	Subject	1	2
Address	NNA Vernon Ave., just South of Lincoln Road	TBD Easy Street	SEC of West 33rd N & North 5th W
City & State	Idaho Falls, ID	Idaho Falls, ID	Idaho Falls, ID
Assessor Parcel No.	RPA0188016001O	RPA0000816621, split into multiple after the sale including RPA8990001030O	RPA00008063001
Coordinates	43.5093, -112.0118	43.5002, -112.0036	43.5236, -112.0424
PROPERTY DESCRIPTION			
Gross Land Size (Acre)	8.73	2.63	25.61
Gross Land Size (SF)	380,453	114,563	1,115,572
Land Type	Multi-family residential	Multi-family residential	Multi-family residential
Zoning	LC and R-3A (Idaho Falls)	LC (Idaho Falls)	R-3 (Idaho Falls)
Buyer's Intended Use or HBU	TBD	Multi-family residential	Multi-family residential
Configuration	Generally rectangular and irregular (functional)	Irregular/functional	Generally rectangular
Topography	Generally level and at street grade	Generally level/at grade	Generally level/at grade
Utilities	All available	All available	All available
SALE INFORMATION			
Data Source		PD with TOK	PD with Brent Thompson, MAI via seller
Seller		Reed Easy, LLC	Martin Family Trust
Buyer		HIF Caribou, LLC	D&R Development, LLC
Marketing Time		Unknown	Unknown
Effective Date or Sale date	October 31, 2024	December 29, 2021	June 4, 2022
Price		$515,533	$3,100,000
Adjustments		$0	$0
Analyzed Price		$515,533	$3,100,000
Financing Terms	Assumed cash	Cash to seller	Cash to seller
Sale Conditions	Assumed typical	Typical	Typical
Non-realty Components	NA	None	None
Comments			
FINANCIAL INDICATORS			
Price/SF		**$4.50**	**$2.78**
ELEMENTS OF COMPARISON			
Real Property Rights Conveyed	**Fee simple**	**0.00%**	**0.00%**
Adjusted Price/SF		**$4.50**	**$2.78**
Financing Terms		**0.00%**	**0.00%**
Adjusted Price/SF		**$4.50**	**$2.78**
Conditions of Sale		**0.00%**	**0.00%**
Adjusted Price/SF		**$4.50**	**$2.78**
Market Conditions (time)			
Term	**Oct-24**	**34**	**29**
Adjustment	**8.50%**	**24.15%**	**20.49%**
Adjusted Price/SF		**$5.59**	**$3.35**
Location Characteristics		**-5.00%**	**0.00%**
Physical Characteristics		**0.00%**	**0.00%**
Zoning Adjustments		**0.00%**	**0.00%**
Other Adjustments		**0.00%**	**0.00%**
ADJUSTED SALE PRICE/SF		**$5.31**	**$3.35**

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Comparable Land Sale Summation Table

IDENTIFICATION	Subject	3	4
Address	NNA Vernon Ave., just South of Lincoln Road	NNA 97th S	1185 Hoopes Ave
City & State	Idaho Falls, ID	Ammon, ID	Idaho Falls, ID
Assessor Parcel No.	RPA0188016001O	RPB4891002001O and RPB4891001001O	RPA5260001001A
Coordinates	43.5093, -112.0118	43.4659, -111.9636	43.4873, -111.9929
PROPERTY DESCRIPTION			
Gross Land Size (Acre)	8.73	8.71	1.02
Gross Land Size (SF)	380,453	379,364	44,431
Land Type	Multi-family residential	Multi-family residential	Multi-family residential
Zoning	LC and R-3A (Idaho Falls)	R-3A/PT Overlay (Ammon)	R-3 (Idaho Falls)
Buyer's Intended Use or HBU	TBD	Multi-family residential	Multi-family residential
Configuration	Generally rectangular and irregular (functional)	Two lots, L-shaped and rectangular	Irregular/functional
Topography	Generally level and at street grade	Generally level/at grade	Generally level/at grade
Utilities	All available	All available	All available
SALE INFORMATION			
Data Source		PD with TOK	PD with TOK
Seller		Ammon Ranch Master Dev LLC	Pukalani Investments, LLC
Buyer		Hillcrest Land Holdings, LLC	12th & Hoopes Senior LLC
Marketing Time		Unknown	Unknown
Effective Date or Sale date	October 31, 2024	July 27, 2022	February 23, 2023
Price		$1,324,675	$280,000
Adjustments		$115,000	$0
Analyzed Price		$1,439,675	$280,000
Financing Terms	Assumed cash	Cash to seller	Cash to seller
Sale Conditions	Assumed typical	Typical	Typical
Non-realty Components	NA	None	None
Comments		Property includes one 7.26-acre tract and one 1.44-acre tract. Buyer had to pay 1/2 the cost of the road extension (about 900' total) from Ammon Road. Road construction cost estimated at $115K using MVS cost manual.	
FINANCIAL INDICATORS			
Price/SF		**$3.79**	**$6.30**
ELEMENTS OF COMPARISON			
Real Property Rights Conveyed	**Fee simple**	**0.00%**	**0.00%**
Adjusted Price/SF		**$3.79**	**$6.30**
Financing Terms		**0.00%**	**0.00%**
Adjusted Price/SF		**$3.79**	**$6.30**
Conditions of Sale		**0.00%**	**0.00%**
Adjusted Price/SF		**$3.79**	**$6.30**
Market Conditions (time)			
Term	**Oct-24**	**27**	**20**
Adjustment	**8.50%**	**19.26%**	**14.35%**
Adjusted Price/SF		**$4.53**	**$7.21**
Location Characteristics		**-5.00%**	**-5.00%**
Physical Characteristics		**0.00%**	**0.00%**
Zoning Adjustments		**0.00%**	**0.00%**
Other Adjustments		**0.00%**	**0.00%**
ADJUSTED SALE PRICE/SF		**$4.30**	**$6.85**

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Comparable Land Sale Summation Table

IDENTIFICATION	Subject	5	6
Address	NNA Vernon Ave., just South of Lincoln Road	550 Linden Dr.	TBD Vernon Ave
City & State	Idaho Falls, ID	Idaho Falls, ID	Idaho Falls, ID
Assessor Parcel No.	RPA0188016001O	RPA142A00A007O	RPA0188016001O, RPA0188016002O, RPA0188016003O, and RPA0188017001O
Coordinates	43.5093, -112.0118	43.493, -112.013	43.5093, -112.0118
PROPERTY DESCRIPTION			
Gross Land Size (Acre)	8.73	1.31	8.73
Gross Land Size (SF)	380,453	57,064	380,453
Land Type	Multi-family residential	Multi-family residential	Multi-family residential
Zoning	LC and R-3A (Idaho Falls)	R-3A (Idaho Falls)	LC & R-3A
Buyer's Intended Use or HBU	TBD	Multi-family residential	Multi-family residential
Configuration	Generally rectangular and irregular (functional)	Irregular/functional	4 lots, rectangular and irreguilar
Topography	Generally level and at street grade	Generally level/at grade	Generally level/at grade
Utilities	All available	All available	All available
SALE INFORMATION			
Data Source		PD with SRMLS #2152691	PD with TOK
Seller		Palladium Properties, LLC	Listing
Buyer		EIYH Holdings, LLC	Listing
Marketing Time		About 3 months	Listing
Effective Date or Sale date	October 31, 2024	June 30, 2023	Listing
Price		$385,000	$1,900,000
Adjustments		$10,000	$0
Analyzed Price		$395,000	$1,900,000
Financing Terms	Assumed cash	Cash to seller	Listing
Sale Conditions	Assumed typical	Typical	Listing
Non-realty Components	NA	None	None
Comments		We estimate the cost to remove the existing storage units (present on the property at the time of sale) at $10K.	
FINANCIAL INDICATORS			
Price/SF		**$6.92**	**$4.99**
ELEMENTS OF COMPARISON			
Real Property Rights Conveyed	**Fee simple**	**0.00%**	**0.00%**
Adjusted Price/SF		**$6.92**	**$4.99**
Financing Terms		**0.00%**	**0.00%**
Adjusted Price/SF		**$6.92**	**$4.99**
Conditions of Sale		**0.00%**	**0.00%**
Adjusted Price/SF		**$6.92**	**$4.99**
Market Conditions (time)			
Term	**Oct-24**	**16**	**0**
Adjustment	**8.50%**	**11.39%**	**0.00%**
Adjusted Price/SF		**$7.71**	**$4.99**
Location Characteristics		**-10.00%**	**0.00%**
Physical Characteristics		**0.00%**	**0.00%**
Zoning Adjustments		**0.00%**	**0.00%**
Other Adjustments		**0.00%**	**0.00%**
ADJUSTED SALE PRICE/SF		**$6.94**	**$4.99**

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Sales Comparison Analysis

All of the sales are analyzed, and adjustments are made for differences in the various elements of comparison, including real property rights, financing terms, conditions of sale, expenditures made immediately after purchase, market conditions, location, size, and other relevant factors. If the comparable sale is considered superior to the subject, we applied a negative adjustment to the comparable. A positive adjustment to the comparable is applied if it is considered inferior to the subject. A summary of the elements of comparison follows.

Transaction Adjustments

These items are applied prior to the application of market conditions and property adjustments. Transaction adjustments include:

1. Expenditures Made Immediately After Purchase
2. Real Property Rights Conveyed
3. Financing Terms
4. Conditions of Sale

The adjustments are discussed as follows:

Expenditures Made Immediately After Purchase

Adjustments to Comps 3 and 5 were applied for this element of comparison consistent with the comments in the tables presented previously.

Real Property Rights Conveyed

No adjustments for this element of comparison were applied.

Financing Terms

No adjustments for this element of comparison were applied.

Conditions of Sale

No adjustments for this element of comparison were applied.

Market Conditions Adjustment

Our research did not yield any clean sale/re-sale or similar pairings of multi-family land in the local market over the applicable term reflected by the comparable land sales analyzed. As such, we analyzed pairings of improved multi-family residential properties obtained from the local market. Following, we present a table summarizing the market conditions adjustment indications reflected by the pairings analyzed:

Market Conditions Adjustment Indication

Pairing Group	**Pairing 1**		**Pairing 2**	
Address	1738 Grandview Dr	1739 Grandview Dr	2180 Stace St.	2158 Stace St.
City & State	Idaho Falls, ID	Idaho Falls, ID	Idaho Falls, ID	Idaho Falls, ID
Property description				
Building type	4-Plex	4-Plex	4-Plex	4-Plex
Gross Living Area (GLA)	3,796	3,796	4,172	4,172
No. of stories	2	2	2	2
Date built	1973	1973	1994	1994
Age & condition	49.0	51.0	27.0	30.0
Land size (Acres)	0.26	0.28	0.28	0.28
Land size (SF)	11,474	12,271	12,197	12,197
Land to building ratio	3.02	3.23	2.92	2.92
Sale description				
Data source	SRMLS #2141730	SRMLS #2164315	SRMLS #2136674	SRMLS #2164770
Sale date	Feb-22	Oct-24	May-21	Jun-24
Price	$460,000	$580,000	$515,000	$635,000
Price/SF	$121.18	$152.79	$123.44	$152.21
Difference (newer less older)		$31.61		$28.76
% Change (divided by older sale)		26.1%		23.3%
Term (Years)		2.67		3.09
Annual Appreciation Rates Indications		**9.78%**		**7.53%**

The adjustment indications range from about 7.53% to 9.78% per year (straight-line basis). Our estimate is made at +8.50% per year near the center of the indicated range. Adjustments were applied to each of the sales analyzed using this conclusion and the applicable terms between each date of sale and the effective date of value.

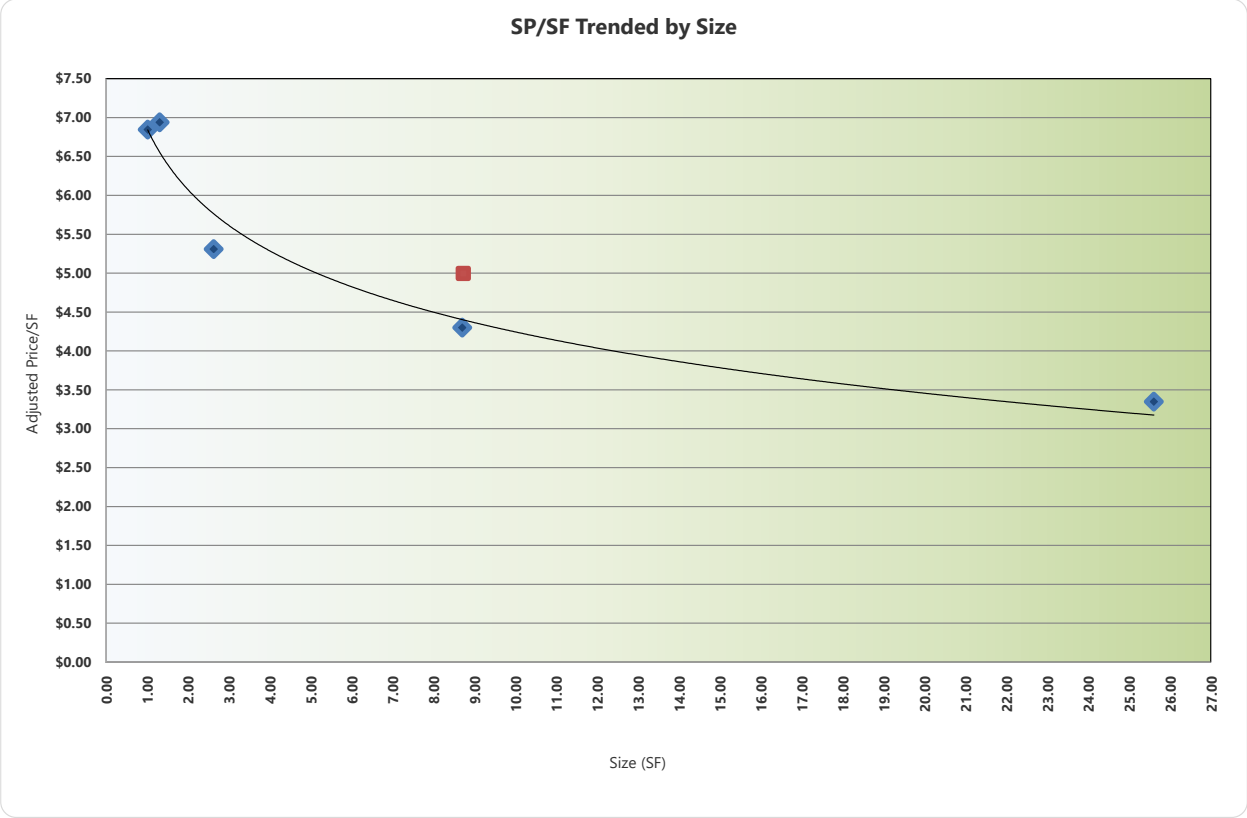
Location Adjustment

Comps 1, 3, 4, and 5 have superior locations as compared to the subject in our opinion. All benefit from locations in homogenous residential neighborhoods and thus are considered superior to the subject in this regard. Comp 5 also benefits from a location proximate to Idaho Falls High School. In recognition of these observations, we applied adjustments of -5% to Comps 1, 3, and 4. A more aggressive adjustment of -10% was applied to Comp 5.

Conclusion

Absent the list price on the subject, the value indications range from about $3.35/SF to $6.94/SF after adjustment and trend relatively consistently on the basis of size. Following, we present a graph illustrating the size trend. Note that the list price on the subject is included in the graph in a sperate array so as not to impact the trend line.

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Comp 6 represents the current listing on the subject at $4.99/SF, and as is apparent falls significantly above the trend line. As noted previously, the current listing on the subject (at $4.99/SF) has not generated much interest from prospective buyers for about two years other than an initial offer that fell out of contract. These observations suggest that the list price is high. As such, we did not give weight to the current list price in our final conclusion. Comp 3 provides a value indication of about $4.30/SF (after adjustment) and is very similar in size to the subject. It is also similar to the subject in that it represents two tracts divided by a road.

Finally, we recognize that a portion of the subject property was improved with grading and road mix at the time of our inspection. However, in our opinion, a prospective buyer is not likely to pay a price premium reflective of the cost of these improvements simply because they may not align with a prospective development plan. In recognition of the preceding analysis, we present the following table summarizing our conclusion for the subject from this approach to value:

SALES COMPARISON APPROACH CONCLUSION

Item	Size (SF)	X	$/SF	=	Calculation	Rounded To
Calculation	380,453	x	$4.30	=	$1,635,948	**$1,635,000**

Reconciliation

Market Value Conclusion

Following, we present a table summarizing the value indications developed for the subject:

Value Indications

Approach to Value	As Is
Cost	Not Developed
Sales Comparison	$1,635,000
Income Capitalization	Not Developed

Consistent with prior discussion, the sales comparison approach to value was the only applicable approach to value for the subject. Following, we present a table summarizing our final conclusion for the subject property.

Value Conclusion

	As Is
Address	TBD Vernon Avenue
City, State	Idaho Falls, ID
Value Type	Market Value
Property Rights Appraised	Fee Simple
Effective Date	October 31, 2024
Value Conclusions	**$1,635,000**
Marketing Time Conclusion	6 to 12 months
Exposure Term Conclusion	6 to 12 months

Analysis of Recent Transactions

The current listing and reported (as of about 1 year ago) on the subject reported in the Property History subject were analyzed previously in the valuation section. Aside from this, we are not aware of any listings, offers, or sale contracts on either subject property within the past three years.

Analysis of Prior Appraisals

We have not performed as an appraiser or in any other capacity, regarding either subject property of this appraisal within the three-year period immediately preceding acceptance of this assignment.

Exposure Time and Marketing Periods

Based on statistical information about days on market, escrow length, and marketing times gathered through national investor surveys, sales verification, and interviews of market participants, marketing and exposure time estimates of 6 to 12 months respectively, are considered reasonable and appropriate for both subject properties.

Extraordinary Assumptions

- According to Nick Terry (the listing agent for the subject property) development of the subject property was limited by a condition of the subdivision that precludes multi-family residential use as of the effective date of value. Mr. Terry reported that he anticipates that this condition will be removed in the near term. As such, it is an extraordinary assumption

of this appraisal that multi-family residential use will be permitted on the subject property within 30 days of the effective date of value at no cost to a potential buyer.

Hypothetical Conditions:

- No hypothetical conditions were used in this appraisal report.

If any of the Extraordinary Assumptions or Hypothetical Conditions are incorrect, a re-analysis may become necessary.

General Assumptions and Limiting Conditions

This appraisal is subject to the following general assumptions and limiting conditions:

1. The legal description – if furnished to us – is assumed to be correct.
2. No responsibility is assumed for legal matters, questions of survey or title, soil or subsoil conditions, engineering, availability or capacity of utilities, or other similar technical matters. The appraisal does not constitute a survey of the property appraised. All existing liens and encumbrances have been disregarded and the property is appraised as though free and clear, under responsible ownership and competent management unless otherwise noted.
3. Unless otherwise noted, the appraisal will value the property as though free of contamination. Mountain States Appraisal, LLC will conduct no hazardous materials or contamination inspection of any kind. It is recommended that the client hire an expert if the presence of hazardous materials or contamination poses any concern.
4. Unless otherwise noted, it is assumed there are no encroachments, zoning violations or restrictions existing in the subject property.
5. The appraiser is not required to give testimony or attendance in court by reason of this appraisal, unless previous arrangements have been made.
6. Unless expressly specified in the engagement letter, the fee for this appraisal does not include the attendance or giving of testimony by Appraiser at any court, regulatory or other proceedings, or any conferences or other work in preparation for such proceeding. If any partner or employee of Mountain States Appraisal, LLC is asked or required to appear and/or testify at any deposition, trial, or other proceeding about the preparation, conclusions or any other aspect of this assignment, client shall compensate Appraiser for the time spent by the partner or employee in appearing and/or testifying and in preparing to testify according to the Appraiser's then current hourly rate plus reimbursement of expenses.
7. The values for land and/or improvements, as contained in this report, are constituent parts of the total value reported and neither is (or are) to be used in making a summation appraisal of a combination of values created by another appraiser. Either is invalidated if so used.
8. The dates of value to which the opinions expressed in this report apply are set forth in this report. We assume no responsibility for economic or physical factors occurring at some point at a later date, which may affect the opinions stated herein. The forecasts, projections, or operating estimates contained herein are based on current market conditions and anticipated short-term supply and demand factors and are subject to change with future conditions. Appraiser is not responsible for determining whether the date of value requested by Client is appropriate for Client's intended use.
9. The sketches, maps, plats and exhibits in this report are included to assist the reader in visualizing the property. The appraiser has made no survey of the property and assumed no responsibility in connection with such matters.
10. The information, estimates and opinions, which were obtained from sources outside of this office, are considered reliable. However, no liability for them can be assumed by the appraiser.

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11. Possession of this report, or a copy thereof, does not carry with it the right of publication. Neither all, nor any part of the content of the report, or copy thereof (including conclusions as to property value, the identity of the appraisers, professional designations, reference to any professional appraisal organization or the firm with which the appraisers are connected), shall be disseminated to the public through advertising, public relations, news, sales, or other media without prior written consent and approval.
12. No claim is intended to be expressed for matters of expertise that would require specialized investigation or knowledge beyond that ordinarily employed by real estate appraisers. We claim no expertise in areas such as, but not limited to, legal, survey, structural, environmental, pest control, mechanical, etc.
13. This appraisal was prepared for the sole and exclusive use of the client for the function outlined herein. Any party who is not the client or intended user identified in the appraisal or engagement letter is not entitled to rely upon the contents of the appraisal without express written consent of Mountain States Appraisal, LLC and Client. The Client shall not include partners, affiliates, or relatives of the party addressed herein. The appraiser assumes no obligation, liability or accountability to any third party.
14. Distribution of this report is at the sole discretion of the client, but third-parties not listed as an intended user on the face of the appraisal or the engagement letter may not rely upon the contents of the appraisal. In no event shall client give a third-party a partial copy of the appraisal report. We will make no distribution of the report without the specific direction of the client.
15. This appraisal shall be used only for the function outlined herein, unless expressly authorized by Mountain States Appraisal, LLC.
16. This appraisal shall be considered in its entirety. No part thereof shall be used separately or out of context.
17. Unless otherwise noted in the body of this report, this appraisal assumes that the subject property does not fall within the areas where mandatory flood insurance is effective. Unless otherwise noted, we have not completed nor have we contracted to have completed an investigation to identify and/or quantify the presence of non-tidal wetland conditions on the subject property. Because the appraiser is not a surveyor, he or she makes no guarantees, express or implied, regarding this determination.
18. The flood maps are not site specific. We are not qualified to confirm the location of the subject property in relation to flood hazard areas based on the FEMA Flood Insurance Rate Maps or other surveying techniques. It is recommended that the client obtain a confirmation of the subject property's flood zone classification from a licensed surveyor.
19. If the appraisal is for mortgage loan purposes 1) we assume satisfactory completion of improvements if construction is not complete, 2) no consideration has been given for rent loss during rent-up unless noted in the body of this report, and 3) occupancy at levels consistent with our "Income and Expense Projection" are anticipated.
20. It is assumed that there are no hidden or unapparent conditions of the property, subsoil, or structures which would render it more or less valuable. No responsibility is assumed for such conditions or for engineering which may be required to discover them.

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21. Our inspection included an observation of the land and improvements thereon only. It was not possible to observe conditions beneath the soil or hidden structural components within the improvements. We inspected the buildings involved, and reported damage (if any) by termites, dry rot, wet rot, or other infestations as a matter of information, and no guarantee of the amount or degree of damage (if any) is implied. Condition of heating, cooling, ventilation, electrical and plumbing equipment is considered to be commensurate with the condition of the balance of the improvements unless otherwise stated. Should the client have concerns in these areas, it is the client's responsibility to order the appropriate inspections. The appraiser does not have the skill or expertise to make such inspections and assumes no responsibility for these items.
22. This appraisal does not guarantee compliance with building code and life safety code requirements of the local jurisdiction. It is assumed that all required licenses, consents, certificates of occupancy or other legislative or administrative authority from any local, state or national governmental or private entity or organization have been or can be obtained or renewed for any use on which the value conclusion contained in this report is based unless specifically stated to the contrary.
23. When possible, we have relied upon building measurements provided by the client, owner, or associated agents of these parties. In the absence of a detailed rent roll, reliable public records, or "as-built" plans provided to us, we have relied upon our own measurements of the subject improvements. We follow typical appraisal industry methods; however, we recognize that some factors may limit our ability to obtain accurate measurements including, but not limited to, property access on the day of inspection, basements, fenced/gated areas, grade elevations, greenery/shrubbery, uneven surfaces, multiple story structures, obtuse or acute wall angles, immobile obstructions, etc. Professional building area measurements of the quality, level of detail, or accuracy of professional measurement services are beyond the scope of this appraisal assignment.
24. We have attempted to reconcile sources of data discovered or provided during the appraisal process, including assessment department data. Ultimately, the measurements that are deemed by us to be the most accurate and/or reliable are used within this report. While the measurements and any accompanying sketches are considered to be reasonably accurate and reliable, we cannot guarantee their accuracy. Should the client desire more precise measurement, they are urged to retain the measurement services of a qualified professional (space planner, architect or building engineer) as an alternative source. If this alternative measurement source reflects or reveals substantial differences with the measurements used within the report, upon request of the client, the appraiser will submit a revised report for an additional fee.
25. In the absence of being provided with a detailed land survey, we have used assessment department data to ascertain the physical dimensions and acreage of the property. Should a survey prove this information to be inaccurate, upon request of the client, the appraiser will submit a revised report for an additional fee.
26. If only preliminary plans and specifications were available for use in the preparation of this appraisal, and a review of the final plans and specifications reveals substantial differences upon request of the client the appraiser will submit a revised report for an additional fee.

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27. Unless otherwise stated in this report, the value conclusion is predicated on the assumption that the property is free of contamination, environmental impairment or hazardous materials. Unless otherwise stated, the existence of hazardous material was not observed by the appraiser and the appraiser has no knowledge of the existence of such materials on or in the property. The appraiser, however, is not qualified to detect such substances. The presence of substances such as asbestos, urea-formaldehyde foam insulation or other potentially hazardous materials may affect the value of the property. No responsibility is assumed for any such conditions, or for any expertise or engineering knowledge required for discovery. The client is urged to retain an expert in this field, if desired.
28. The Americans with Disabilities Act ("ADA") became effective January 26, 1992. We have not made a specific compliance survey of the property to determine if it is in conformity with the various requirements of the ADA. It is possible that a compliance survey of the property, together with an analysis of the requirements of the ADA, could reveal that the property is not in compliance with one or more of the requirements of the Act. If so, this could have a negative effect on the value of the property. Since we have no direct evidence relating to this issue, we did not consider possible noncompliance with the requirements of ADA in developing an opinion of value.
29. This appraisal applies to the land and building improvements only. The value of trade fixtures, furnishings, and other equipment, or subsurface rights (minerals, gas, and oil) were not considered in this appraisal unless specifically stated to the contrary.
30. No changes in any federal, state or local laws, regulations or codes (including, without limitation, the Internal Revenue Code) are anticipated, unless specifically stated to the contrary.
31. Any income and expense estimates contained in the appraisal report are used only for the purpose of estimating value and do not constitute prediction of future operating results. Furthermore, it is inevitable that some assumptions will not materialize and that unanticipated events may occur that will likely affect actual performance.
32. Any estimate of insurable value, if included within the scope of work and presented herein, is based upon figures developed consistent with industry practices. However, actual local and regional construction costs may vary significantly from our estimate and individual insurance policies and underwriters have varied specifications, exclusions, and non-insurable items. As such, we strongly recommend that the Client obtain estimates from professionals experienced in establishing insurance coverage. This analysis should not be relied upon to determine insurance coverage and we make no warranties regarding the accuracy of this estimate.
33. The data gathered in the course of this assignment (except data furnished by the Client) shall remain the property of the Appraiser. The appraiser will not violate the confidential nature of the appraiser-client relationship by improperly disclosing any confidential information furnished to the appraiser. Notwithstanding the foregoing, the Appraiser is authorized by the client to disclose all or any portion of the appraisal and related appraisal data to appropriate representatives of the Appraisal Institute if such disclosure is required to enable the appraiser to comply with the Bylaws and Regulations of such Institute now or hereafter in effect.

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34. You and Mountain States Appraisal, LLC both agree that any dispute over matters in excess of $5,000 will be submitted for resolution by arbitration. This includes fee disputes and any claim of malpractice. The arbitrator shall be mutually selected. If Mountain States Appraisal, LLC and the client cannot agree on the arbitrator, the presiding head of the Local County Mediation & Arbitration panel shall select the arbitrator. Such arbitration shall be binding and final. In agreeing to arbitration, we both acknowledge that, by agreeing to binding arbitration, each of us is giving up the right to have the dispute decided in a court of law before a judge or jury. In the event that the client, or any other party, makes a claim against Mountain States Appraisal, LLC or any of its employees in connections with or in any way relating to this assignment, the maximum damages recoverable by such claimant shall be the amount actually received by Mountain States Appraisal, LLC for this assignment, and under no circumstances shall any claim for consequential damages be made.
35. Mountain States Appraisal, LLC shall have no obligation, liability, or accountability to any third party. Any party who is not the "client" or intended user identified on the face of the appraisal or in the engagement letter is not entitled to rely upon the contents of the appraisal without the express written consent of Mountain States Appraisal, LLC. "Client" shall not include partners, affiliates, or relatives of the party named in the engagement letter. Client shall hold Mountain States Appraisal, LLC and its employees harmless in the event of any lawsuit brought by any third party, lender, partner, or part-owner in any form of ownership or any other party as a result of this assignment. The client also agrees that in case of lawsuit arising from or in any way involving these appraisal services, client will hold Mountain States Appraisal, LLC harmless from and against any liability, loss, cost, or expense incurred or suffered by Mountain States Appraisal, LLC in such action, regardless of its outcome.
36. Acceptance and/or use of this appraisal report constitutes acceptance of the foregoing general assumptions and limiting conditions.
37. The reader is cautioned, and reminded that the conclusions presented in this appraisal report apply only as of the effective date(s) indicated. The appraiser makes no representation as to the effect on the subject property of this event, or any event, subsequent to the effective date of the appraisal.

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Certification

We certify that, to the best of our knowledge and belief:

1. The statements of fact contained in this report are true and correct.

2. The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are our personal, impartial, and unbiased professional analyses, opinions, and conclusions.

3. We have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.

4. We have not performed as an appraiser or in any other capacity, regarding the subject of this appraisal within the three-year period immediately preceding acceptance of this assignment.

5. We have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.

6. Our engagement in this assignment was not contingent upon developing or reporting predetermined results.

7. Our compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.

8. Our analyses, opinions and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice.

9. Paul Dehlin, MAI completed an on-site inspection of the subject property on October 31, 2024. Joe Corlett, MAI, SRA did not inspect the property in conjunction with this assignment.

10. No one provided significant real property appraisal assistance to the appraisers signing this certification.

11. The reported analyses, opinions and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics and the Standards of Professional Appraisal Practice of the Appraisal Institute.

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12. The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.

13. As of the date of this report, we completed the continuing education program for Designated Members of the Appraisal Institute.

14. As of the date of this report, we completed the Standards and Ethics Education Requirement for Candidates/Practicing Affiliates of the Appraisal Institute.



Paul Dehlin, MAI
Senior Appraiser
Idaho CGA-343 (expires 9/9/2025)



G. Joseph Corlett, SRA, MAI
Senior Appraisal Manager
Idaho CGA-7 (expires 3/11/2025)

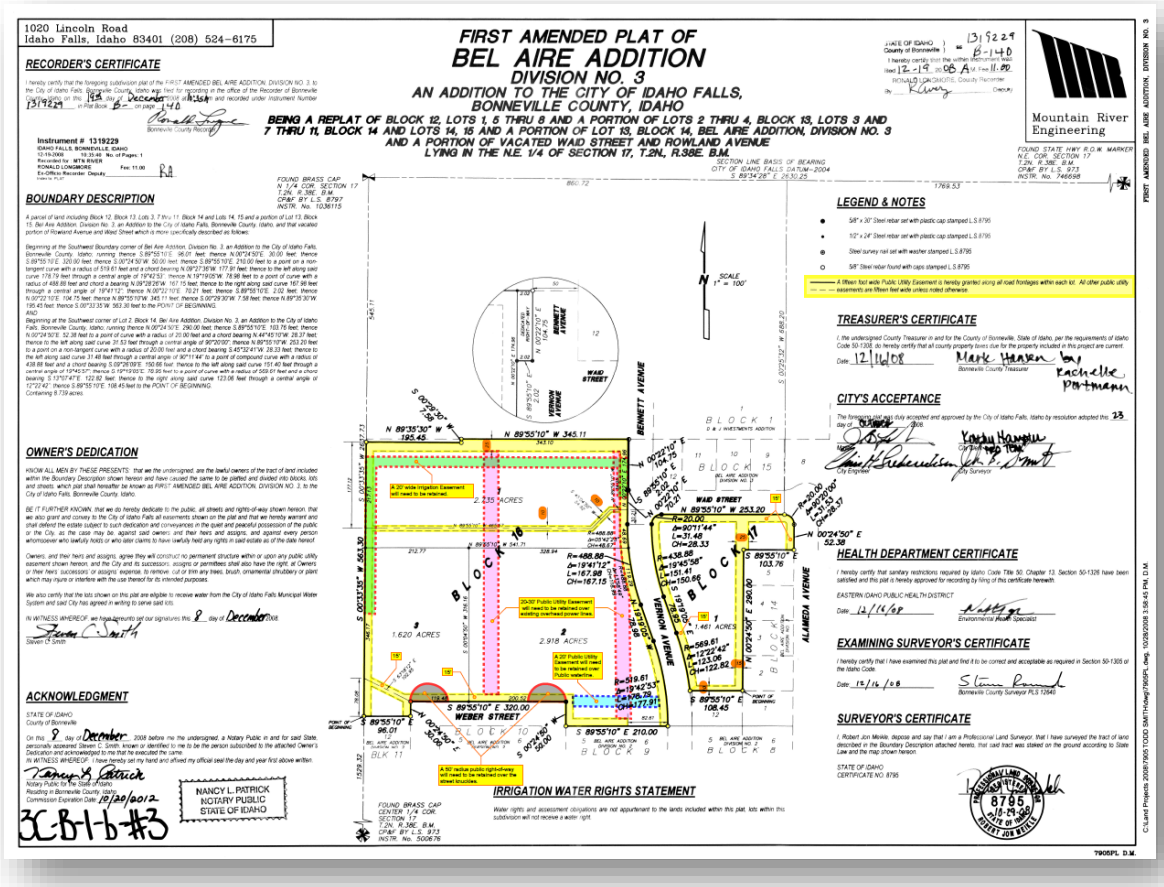
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Addenda

Legal Description
Flood Zone Map
Qualifications

- Paul Dehlin, MAI – Senior Appraiser
- Joe Corlett, MAI, SRA, Senior Appraisal Manager

Legal Description



1020 Lincoln Road
Idaho Falls, Idaho 83401 (208) 524-6175

FIRST AMENDED PLAT OF
BEL AIRE ADDITION
DIVISION NO. 3
AN ADDITION TO THE CITY OF IDAHO FALLS,
BONNEVILLE COUNTY, IDAHO

BEING A REPLAT OF BLOCK 12, LOTS 1, 5 THRU 8 AND A PORTION OF LOTS 2 THRU 4, BLOCK 13, LOTS 9 AND 7 THRU 11, BLOCK 14 AND LOTS 14, 15 AND A PORTION OF LOT 13, BLOCK 14, BEL AIRE ADDITION, DIVISION NO. 3 AND A PORTION OF VACATED WAID STREET AND ROWLAND AVENUE LYING IN THE N.E. 1/4 OF SECTION 17, T.2N., R.38E. B.M.

Mountain River Engineering

RECORDER'S CERTIFICATE

Instrument # 1319229
IDAHO FALLS BONNEVILLE IDAHO
12-19-2008 09:05:48 No. of Pages: 1
Recorded for MTN RIVER
RONALD LONGMORE Fee: 11.00
Ex-Officio Recorder Deputy

BOUNDARY DESCRIPTION

OWNER'S DEDICATION

ACKNOWLEDGMENT

NANCY L. PATRICK
NOTARY PUBLIC
STATE OF IDAHO

LEGEND & NOTES

TREASURER'S CERTIFICATE

CITY'S ACCEPTANCE

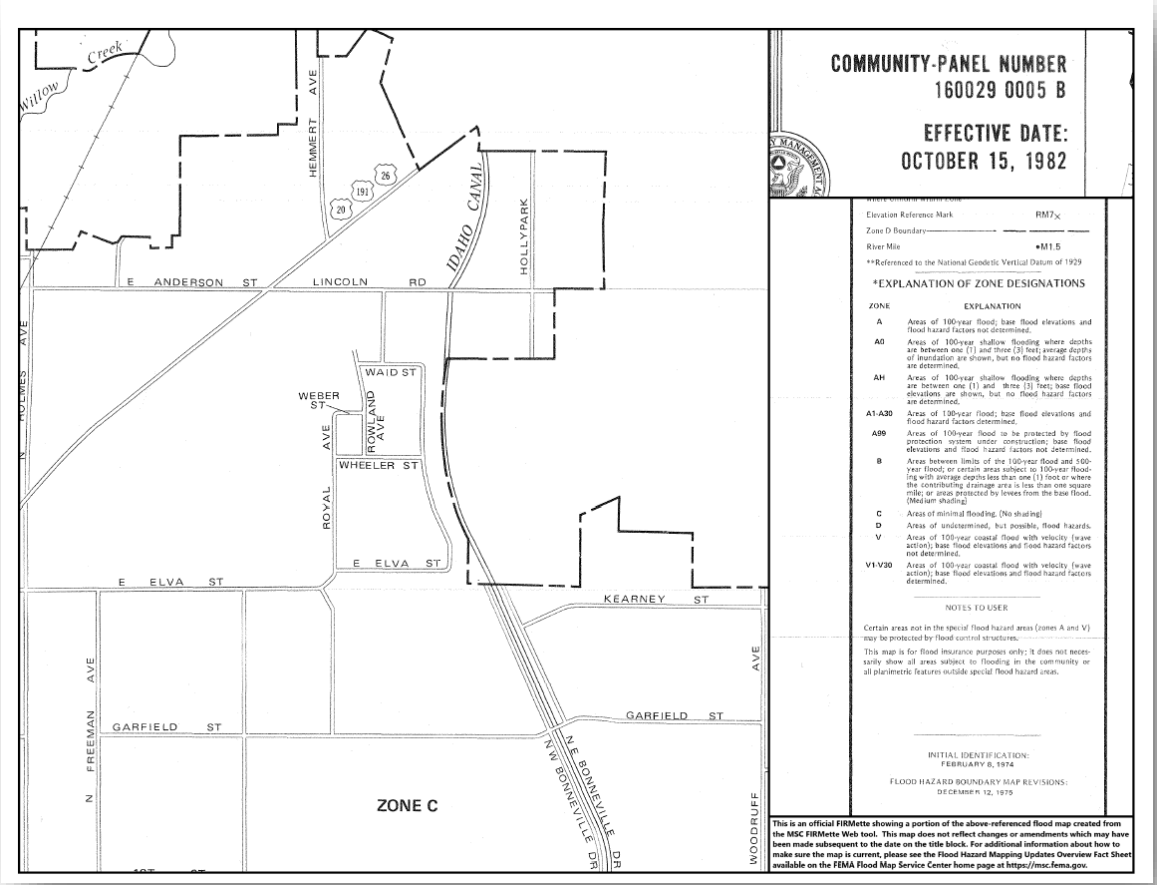
HEALTH DEPARTMENT CERTIFICATE

EXAMINING SURVEYOR'S CERTIFICATE

SURVEYOR'S CERTIFICATE

IRRIGATION WATER RIGHTS STATEMENT

Flood Map


Willow Creek
HEMMERT AVE
IDAHO CANAL
HOLLYPARK
E ANDERSON ST
LINCOLN RD
N HOLMES AVE
WAID ST
WEBER ST
ROWLAND AVE
ROYAL AVE
WHEELER ST
E ELVA ST
E ELVA ST
KEARNEY ST
N FREEMAN AVE
GARFIELD ST
GARFIELD ST
N.E. BONNEVILLE DR
N.W. BONNEVILLE DR
WOODRUFF AVE
ZONE C
COMMUNITY-PANEL NUMBER
160029 0005 B
EFFECTIVE DATE:
OCTOBER 15, 1982
Elevation Reference Mark RM7×
Zone D Boundary
River Mile •M1.5
**Referenced to the National Geodetic Vertical Datum of 1929
*EXPLANATION OF ZONE DESIGNATIONS
ZONE
EXPLANATION
A
Areas of 100-year flood; base flood elevations and flood hazard factors not determined.
AO
Areas of 100-year shallow flooding where depths are between one (1) and three (3) feet; average depths of inundation are shown, but no flood hazard factors are determined.
AH
Areas of 100-year shallow flooding where depths are between one (1) and three (3) feet; base flood elevations are shown, but no flood hazard factors are determined.
A1-A30
Areas of 100-year flood; base flood elevations and flood hazard factors determined.
A99
Areas of 100-year flood to be protected by flood protection system under construction; base flood elevations and flood hazard factors not determined.
B
Areas between limits of the 100-year flood and 500-year flood; or certain areas subject to 100-year flooding with average depths less than one (1) foot or where the contributing drainage area is less than one square mile; or areas protected by levees from the base flood. (Medium shading)
C
Areas of minimal flooding. (No shading)
D
Areas of undetermined, but possible, flood hazards.
V
Areas of 100-year coastal flood with velocity (wave action); base flood elevations and flood hazard factors not determined.
V1-V30
Areas of 100-year coastal flood with velocity (wave action); base flood elevations and flood hazard factors determined.
NOTES TO USER
Certain areas not in the special flood hazard areas (zones A and V) may be protected by flood control structures.
This map is for flood insurance purposes only; it does not necessarily show all areas subject to flooding in the community or all planimetric features outside special flood hazard areas.
INITIAL IDENTIFICATION:
FEBRUARY 8, 1974
FLOOD HAZARD BOUNDARY MAP REVISIONS:
DECEMBER 12, 1975
This is an official FIRMette showing a portion of the above-referenced flood map created from the MSC FIRMette Web tool. This map does not reflect changes or amendments which may have been made subsequent to the date on the title block. For additional information about how to make sure the map is current, please see the Flood Hazard Mapping Updates Overview Fact Sheet available on the FEMA Flood Map Service Center home page at https://msc.fema.gov.

Qualifications

Qualifications of Paul Dehlin
Senior Appraiser



Membership/Affiliations:
Member: Appraisal Institute – MAI Designation (2005)
President: Southern Idaho Chapter of Appraisal Institute (2007)

Appraisal Institute & Related Courses:
Uniform Standards of Professional Practice
Appraisal Procedures
Appraisal Principles
Basic Income Capitalization
Highest & Best Use/Market Analysis
General Applications
Report Writing/Valuation Analysis
Advanced Sales Comparison & Cost Approaches
Advanced Applications
Business Practices and Ethics
Uniform Appraisal Standards for Federal Land Acquisitions
Attacking and Defending an Appraisal in Litigation
Eminent Domain and Condemnation

Experience:
Senior Appraiser
Mountain States Appraisal, LLC, Boise, ID (formerly Valbridge Property Advisors | Mountain States) (2014 – Current)

Senior Analyst
Integra Realty Resources, Boise, ID (2006 – 2013)

Acquisition Analyst
DBSI Discovery, Boise, ID (2005)

Appraiser
Knipe Janoush Knipe, Boise, ID (1997 – 2004)

State Certifications
State of Idaho, CGA-343
State of Oregon, C001408

Education
Boise State University
Bachelor of Business Administration
Associates of Science





Contact Information:
Office: 208.336.1097
Direct: 208.286.2993
Fax: 208.345.1175
Email: paul@appraiseidaho.com

Mountain States Appraisal, LLC
1459 Tyrell Lane, Suite B
Boise, Idaho 83706
www.appraiseidaho.com

Appraisal/valuation and consulting assignments include: eminent domain/condemnation, office, light-industrial, retail, multi-family residential, service-commercial, special-purpose (convenience stores/fuel stations, carwashes, restaurants, health clubs, bowling alleys), land (retail, office, light-industrial, multi-family, single-family, residential subdivision, etc.), other (lodging facilities, schools, churches, nurseries)

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Qualifications of G. Joseph Corlett
Senior Appraisal Manager



Membership/Affiliations:
Member: Appraisal Institute–(Life Member) MAI & SRA Designations
Past President: Appraisal Institute – Southern Idaho Chapter
Past Director/ Regional Vice Chair - Appraisal Institute
Past Chair Ethics Administration Division: Appraisal Institute
Past Member National Government Relations Committee - AI
Past President: Idaho Aviation Hall of Fame
Vice President Idaho Aviation Association
Realtor: National Association of Realtors
Idaho Real Estate Associate Broker AB 1660
Commercial Pilot/ ASEMEL/Instruments
Board Member: Idaho Aviation Foundation
BOMA

Appraisal Institute & Related Courses:
Basic Income Capitalization
General Applications
General Market Analysis & Highest and Best Use
Business Practices & Ethics
Advanced Income Capitalization
Advanced Sales Comparison & Cost Approaches
The Appraiser as an Expert Witness: Preparation and Testimony
Fundamentals of Separating Real Property, Personal Property, and Intangible Business Assets and 2024-25 USPAP

Experience:
Senior Appraisal Manager
Mountain States Appraisal, LLC, Boise, ID (formerly Valbridge Property Advisors | Mountain States) (1974 – Current)

Appraiser
Corlett Associates, Pifari & Associates, Western National Corporation (1974 – 1976)

State Certifications
State of Idaho CGA-7
State of Oregon C-000294

Education
Bachelor of Science, Finance
University of Idaho


Division of Occupational and Professional Licenses
Department of Self Governing Agencies
CERTIFIED GENERAL APPRAISER
G JOSEPH CORLETT
1459 TYRELL LN STE B
BOISE ID 83706
CGA-7
Number
03/11/2025
Expires


GEORGE J CORLETT
MOUNTAIN STATES APPRAISAL, LLC
1459 TYRELL LN, STE B
BOISE, ID 83706

Contact Information:
Office: 208.336.1097
Direct: 208.336.1158
Fax: 208.345.1175
Email: jcorlett@appraiseidaho.com

Mountain States Appraisal, LLC
1459 Tyrell Lane, Suite B
Boise, Idaho 83706
www.appraiseidaho.com

Appraisal/valuation and consulting including: apartments; retail, shopping centers, office; industrial, religious. Special purpose properties including schools, churches, cemeteries, hotels/motels, residential subdivisions, vacant industrial, commercial and residential land. Special use properties including conservation easements, car washes, factories, wilderness properties, golf courses, eminent domain acquisitions, litigation support, ranches, transmitter sites, and other unique property types.

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TOK COMMERCIAL

LETTER OF INTENT TO PURCHASE

August 12, 2025

City of Idaho Falls
Rebecca L. Noah Casper
308 Constitution Way
Idaho Falls, ID 83402

RE: Letter of Intent to Purchase TBD Vernon, Idaho Falls

We are pleased to present this non-binding "Letter of Intent" to purchase the property described below. This letter summarizes key terms that each party intends to include in a definitive "Purchase Agreement" documenting the transaction. In addition to the following deal-specific terms and conditions, the Purchase Agreement will contain representations, warranties, covenants, conditions, and indemnification provisions customary in transactions of this type and will include a legal description of the Property. The proposed deal-specific terms and conditions of the Purchase Agreement shall include, without limitation, the following:

1. Buyer. Clearstone LLC and/or its assigns.

2. Seller. City of Idaho Falls

3. Escrow Agent/Title Company. 1655 Elk Creek Drive Suite 100 Idaho Falls, ID 83404; (208) 542-0400;

4. Property. TBD Vernon Avenue, located in City of Idaho Falls, County of Bonneville, State of Idaho, more particularly described on Exhibit A, together with all rights appurtenant thereto, including all right, title and interest of Seller in and to all easements, tenements, hereditaments, privileges and appurtenances thereunto belonging, improvements, buildings and structures thereon, and all of Seller's personal property used in the operation of the Property (the foregoing collectively, the "Property").

5. Purchase Price. The purchase price to be paid by Buyer to Seller for the Property shall be Two Million and No/100 Dollars ($2,000,000.00). The Purchase Price shall be payable in the following manner:

   (a.) Earnest Money. Buyer shall deposit via cashier's check Fifty Thousand and No/100 Dollars ($50,000.00) as "Earnest Money" with the Escrow Agent within five (5) business days from the Effective Date of the Purchase Agreement. Ten Thousand and No/100 Dollars ($10,000.00) of the Earnest Money shall be non-refundable to the Buyer from the date of deposit, except in the event of a Seller default, and shall be applicable to the Purchase Price at Closing. The remaining Forty Thousand and No/100 Dollars ($40,000.00) of the Earnest Money shall be fully refundable to Buyer until the expiration of the Due Diligence Period and shall be applicable to the Purchase Price at Closing.

   (b.) Cash. The Purchase Price, plus or minus prorations set forth herein, shall be paid by cash proceeds, wire transfer, personal check or official bank check on the Closing Date (defined below).

6. Title. Within five (5) business days from the Effective Date of the Purchase Agreement, Seller shall deliver or cause to be delivered to Buyer, a commitment for an owner's title insurance policy issued by the Title Company in the amount of the Purchase Price, with standard form coverage, together with legible copies of all documents referenced therein as exceptions. Buyer shall have the later of (i) fifteen (15) days after receipt of the Title Commitment or (ii) until expiration of the Due Diligence Period, within which to object in writing to any material exception shown thereon.

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7. Due Diligence Period. For a period of one hundred (120) days from the Effective Date of the Purchase Agreement (the "Due Diligence Period"), Seller hereby grants a license to Buyer and Buyer's agents to enter on to the Property for all purposes reasonably related to making a full and adequate determination of the suitability of the Property for Buyer's intended use, and Buyer and Buyer's agents shall have the right, during reasonable hours, to inspect the Property, and to undertake, at Buyer's expense, such inspections and other activities as it shall determine in connection therewith.

   In the event that Buyer, in Buyer's sole and exclusive discretion, is not satisfied for any reason, or for no reason, with the results of the Inspection, Buyer may, by written notice (the "Termination Notice") delivered to Seller on or before the expiration of the Due Diligence Period, terminate the Purchase Agreement, which thereafter shall be of no force and effect without further action by the parties hereto and the Earnest Money shall be returned to Buyer.

8. Extension of Due Diligence Period. Buyer shall have one (1) option to extend the Due Diligence Period for thirty (30) days with written notice to Seller prior to the expiration of the existing Due Diligence Period, and with the deposit of Ten Thousand and No/100 Dollars ($10,000.00) (the "Extension Deposit") for each extension. The Extension Deposit shall be deposited no later than five (5) business days after Buyer's delivery of the written notice to Seller. In such event, the Extension Deposit and the original Earnest Money shall become non-refundable to Buyer (except in the case of default by Seller), released to Seller, and applied to the Purchase Price at Closing, provided the transaction contemplated by this Agreement proceeds through Closing.

9. Due Diligence Information. Within five (5) business days from the Effective Date of the Purchase Agreement, Seller shall provide to Buyer copies of any and all documents, contracts, reports, studies (including any environmental report and soil studied), maps, tax billings, topographical surveys, boundary surveys, maps and other information in Seller's possession relating to the Property, including that information outlined in Exhibit B (collectively, the "Due Diligence Information").

10. Entitlement Period. Buyer shall have sixty (60) days from expiration of the Due Diligence Period ("Entitlement Period") in which to obtain Project Approval (defined below) ("Entitlements"). In the event that Buyer is unable to secure the Entitlements, Buyer may by written notice delivered to Seller on or before the expiration of the Entitlement Period, terminate the Purchase Agreement, which thereafter shall be of no force and effect without further action by the parties hereto and the Earnest Money shall be returned to Buyer.

11. Conditions Precedent to Closing. The parties' obligation to close the transaction will be contingent upon the following additional conditions and contingencies:

    (a.) Title. Title to the Property shall be good and marketable and shall be free and clear of all liens, encumbrances, easements, assessments, restrictions, tenancies (whether recorded or unrecorded) and other exceptions to title, except the lien of taxes not yet due and payable, and the Permitted Exceptions.

    (b.) Project Approval and Permitting. Buyer intends to obtain all necessary project approvals and permits from the appropriate governing agencies for the development of the Property prior to Closing. Seller shall cooperate with Buyer in good faith and shall provide any necessary signatures, affidavits of legal interest, easements, and other reasonable cooperation required for such approvals and permitting. Notwithstanding the foregoing, Buyer shall not enter into any agreement that affects title to or imposes obligations on the Property prior to Closing, and Seller shall have no obligation to enter into any binding agreement before Closing. All costs associated with obtaining project approvals and permits shall be the sole responsibility of Buyer.

12. Closing; Conveyance of Title. Closing shall take place at a time mutually agreed upon by the parties at the office of Escrow Agent no later than thirty (30) days following the expiration of the Due Diligence Period/Entitlement Period and any extension thereof (the "Closing Date"). At Closing, Seller will convey title to the Property to Buyer by warranty deed, subject only to exceptions to title approved by Buyer prior to Closing.

13. Closing Costs.

    (a.) Seller shall pay the premiums of standard owner's title insurance, transfer or sales taxes, real estate commissions, any costs required to cure title defects, and one-half Escrow Agent's fee

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(b.) Buyer shall pay premiums for any lender required title insurance, requested title endorsements (if applicable), recording fees and one-half of the Escrow Agent's fee

(c.) Real property taxes, assessments, and utility costs shall be prorated at Closing.

(d.) Each party shall pay the fees of its attorneys, accountants and other professionals incurred in negotiating this Letter of Intent, the Purchase Agreement, and closing the transaction contemplated by the Purchase Agreement.

14. Brokerage. The RESPONSIBLE BROKER in the transaction will be Michael J. Ballantyne, for TOK Eastern Idaho LLC, dba TOK Commercial. The brokerages involved in the transaction have the following relationships with the Buyer and Seller, respectively:

Listing Broker – Nick Terry, TOK Eastern Idaho LLC, dba TOK Commercial, working as Agent for the Seller.
Selling Broker – Nick Terry, TOK Eastern Idaho LLC, dba TOK Commercial, working as Non-Agent for the Buyer.

15. 1031 Exchange. Seller and Buyer agree to cooperate with each other in accomplishing a tax deferred exchange(s) (1031 exchange). Neither Seller nor Buyer shall be required to incur any additional expenses which may arise from the tax deferred exchange requested by the other party.

16. Exclusivity. The parties agree to use their best efforts to negotiate and execute the Purchase Agreement not later than ten (10) business days from the mutual execution of this Letter of Intent ("Exclusivity Period"). In consideration of, among other things, execution of this Letter of Intent and the parties' expected expenditure of extensive time, effort and expense in preparation of the Purchase Agreement, the parties agree that, during the Exclusivity Period, Seller shall not enter into a purchase agreement, option agreement or other similar agreement to sell all or any portion of the Property.

17. Confidentiality. Neither Seller nor Buyer shall disclose to any unrelated party the terms of this Letter of Intent or that such negotiations are occurring between the parties, or will issue or approve a news release or other announcement concerning the proposed transaction without the prior written approval of the other party, which approval may be withheld in either party's sole and absolute discretion.

The purpose of this Letter of Intent is to outline the manner in which Buyer proposes to acquire the Property from Seller. The parties recognize that the transaction will require further documentation and approvals, including the preparation and approval of the Purchase Agreement. Nevertheless, the parties execute this Letter of Intent to evidence their intention to proceed to complete work required to negotiate terms of the Purchase Agreement that are consistent with this Letter of Intent.

In the event that you should have any questions or require any additional information, please feel free to contact me directly.

Sincerely,
TOK COMMERCIAL

Nick Terry
Brokerage Services
(208) 357-4678
nickt@tokcommercial.com

If the above terms are acceptable to Seller, please so indicate by executing below and returning the enclosed copy to the address on this letterhead not later than August 29, 2025.

ACCEPTED AND AGREED TO:
BUYER: Mike Wade SELLER:

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DocuSigned by:

By: _____
E4454C9F279A445

Date: 8/15/2025 | 7:04 PM PDT

By: _____

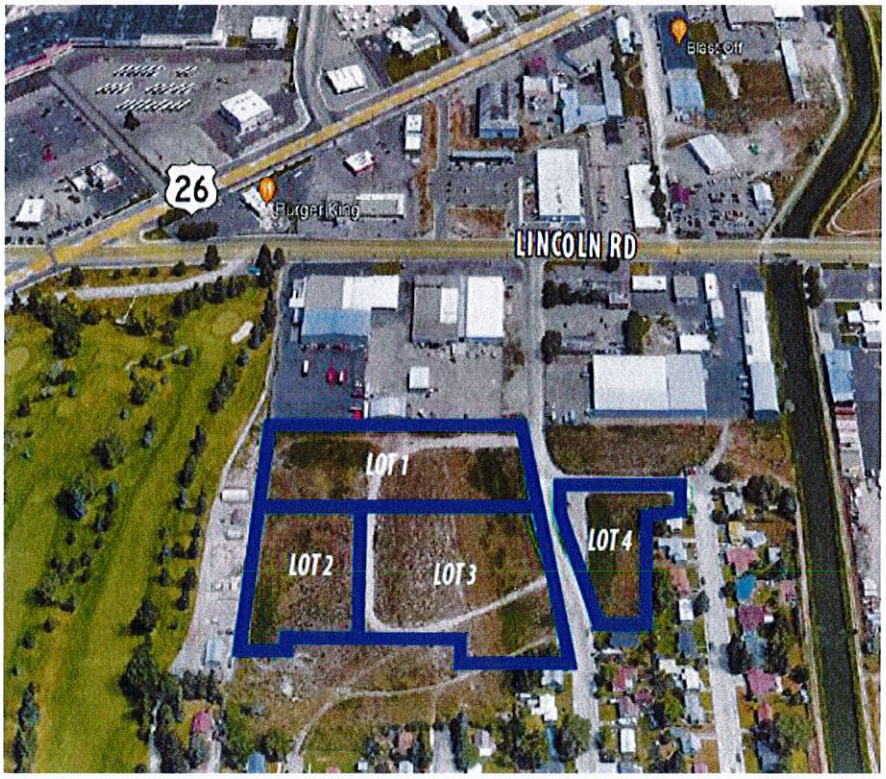
Date: _____

Docusign Envelope ID: 812712E5-144F-4A1F-A0FF-39CD1C34EED8

EXHIBIT A

LEGAL DESCRIPTION

RPA01880170010: Lot 1, Block 17, Bel Aire # 3 Amended # 1 Ne1/4, Sec 17, T 2N, R 38
RPA01880160010: Lot 1, Block 16, Bel Aire # 3 Amended # 1 Ne1/4, Sec 17, T 2N, R 38
RPA01880160020: Lot 2, Block 16, Bel Aire # 3 Amended # 1 Ne1/4, Sec 17, T 2N, R 38
RPA01880160030: Lot 3, Block 16, Bel Aire # 3 Amended # 1 Ne1/4, Sec 17, T 2N, R 38



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EXHIBIT B

Due Diligence Materials

If Available and in Seller's Possession

FINANCIAL/OPERATING STATEMENTS

1. Financial Statements (P&L, Income Statement, Tax Schedule K-1) for the past 3 full years.
2. Capital expenditure records for the past 3 years.
3. List of all operating expenses for past 3 years (including, without limitation, insurance, maintenance costs, utilities, cleaning and janitorial services, landscaping, snow removal, and common area maintenance costs).
4. Copies of all utility bills for the past 24 months.
5. Current rent roll, indicating lease terms, rental rates, concessions granted, renewal options, security deposits, tenant's financial statements, and any delinquencies or prepayments.
6. Current ad valorem tax bills and real property tax statements and assessments.
7. Maintenance/service contracts and agreements including contracts relating to ownership, operation, and maintenance of Property (including, without limitation, janitorial, laundry, pool, alarm systems, antennae/cable/satellite dishes, cleaning and janitorial services, extermination, security, elevator, landscaping, and snow removal contracts, etc.).
8. List of vendors, contractors, and utility companies with account numbers.
9. List of tangible personal property owned by Seller and used in connection with the ownership, operation, use, and maintenance of Property.
10. Current appraisal.
11. Copies of occupancy permits.
12. Copies of all owners' association documents (including meeting minutes, assessments, marketing, and promotional expenses) for past 3 years.
13. Copies of restrictive covenants applicable to the Property.
14. Tenant leases currently in place.
15. Standard lease form.
16. Tenant profiles.

ARCHITECTURAL/SURVEY/REPORTS

17. Site plan.
18. Floor plans.
19. As-built drawings.
20. Governmental licenses, permits and approvals, and zoning ordinance and letter or restrictions affecting development of the Property.
21. Existing boundary and/or ALTA survey.
22. Existing title policy and underlying documents.
23. Statement of structural alterations made to Property.
24. Copies of all guaranties and warranties on the building, roofs, major repairs, etc.
25. Phase I environmental report.

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Agency Disclosure Brochure

A Consumer Guide to Understanding Agency Relationships in Real Estate Transactions

Duties owed to Idaho consumers by a real estate brokerage and its licensees are defined in the "Idaho Real Estate Brokerage Representation Act." Idaho Code 54-2082 through 54-2097.

Effective January 1, 2023

"Agency" is a term used in Idaho law that describes the relationships between a licensee and some parties to a real estate transaction.

Right Now You Are a Customer

Idaho law says a real estate brokerage and its licensees owe the following "Customer" duties to all consumers in real estate transactions:

- Perform necessary and customary acts to assist you in the purchase or sale of real estate;
- Perform these acts with honesty, good faith, reasonable skill and care;
- Properly account for money or property you place in the care and responsibility of the brokerage; and
- Disclose "adverse material facts" which the licensee knows or reasonably should have known. These are facts that would significantly affect the desirability or value of the property to a reasonable person, or facts establishing a reasonable belief that one of the parties cannot, or does not intend to, complete obligations under the contract.

If you are a Customer, a real estate licensee is not required to promote your best interests or keep your bargaining information confidential. If you use the services of a licensee and brokerage without a written Representation (Agency) Agreement, you will remain a Customer throughout the transaction.

A Compensation Agreement is a written contract that requires you to pay a fee for a specific service provided by a brokerage, and it is not the same as a Representation Agreement. If you sign a Compensation Agreement, you are still a Customer, but the brokerage and its licensees owe one additional duty:

- Be available to receive and present written offers and counter-offers to you or from you.

You May Become a Client

If you want a licensee and brokerage to promote your best interests in a transaction, you can become a "Client" by signing a Buyer or Seller Representation (Agency) Agreement. A brokerage and its licensees will owe you the following Client duties, which are greater than the duties owed to a Customer:

- Perform the terms of the written agreement;
- Exercise reasonable skill and care;
- Promote your best interests in good faith, honesty, and fair dealing;
- Maintain the confidentiality of your information, including bargaining information, even after the representation has ended;
- Properly account for money or property you place in the care and responsibility of the brokerage;
- Find a property for you or a buyer for your property, and assist you in negotiating an acceptable price and other terms and conditions for the transaction;
- Disclose all "adverse material facts" which the licensee knows or reasonably should have known, as defined above; and
- Be available to receive and present written offers and counter-offers to you or from you.

The above Customer or Client duties are required by law, and a licensee cannot agree with you to modify or eliminate any of them.

If you have any questions about the information in this brochure, contact:
Idaho Division of Occupational and Professional Licenses – Real Estate Commission
(208) 334-3285
irec.idaho.gov

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Agency Representation (Single Agency)

Under "Agency Representation" (sometimes referred to as "Single Agency"), you are a Client and the licensee is your Agent who represents you, and only you, in your real estate transaction. The entire brokerage is obligated to promote your best interests. No licensee in the brokerage is allowed to represent the other party to the transaction.

If you are a seller, your Agent will seek a buyer to purchase your property at a price and under terms and conditions acceptable to you, and assist with your negotiations. If you request it in writing, your Agent will seek reasonable proof of a prospective purchaser's financial ability to complete your transaction.

If you are a buyer, your Agent will seek a property for you to purchase at an acceptable price and terms, and assist with your negotiations. Your Agent will also advise you to consult with appropriate professionals, such as inspectors, attorneys, and tax advisors. If disclosed to all parties in writing, a brokerage may also represent other buyers who wish to make offers on the same property you are interested in purchasing.

Limited Dual Agency

"Limited Dual Agency" means the brokerage and its licensees represent both the buyer and the seller as Clients in the same transaction. The brokerage must have both the buyer's and seller's consent to represent both parties under Limited Dual Agency. You might choose Limited Dual Agency because you want to purchase a property listed by the same brokerage, or because the same brokerage knows of a buyer for your property. There are two kinds of Limited Dual Agency:

Without Assigned Agents The brokerage and its licensees are Agents for both Clients equally and cannot advocate on behalf of one client over the other. None of the licensees at the brokerage can disclose confidential client information about either Client. The brokerage must otherwise promote the non-conflicting interests of both Clients, perform the terms of the Buyer and Seller Representation Agreements with skill and care, and other duties required by law.

With Assigned Agents The Designated Broker may assign individual licensees within the brokerage ("Assigned Agents") to act solely on behalf of each Client. An assigned Agent has a duty to promote the Client's best interests, even if your interests conflict with the interests of the other Client, including negotiating a price. An Assigned Agent must maintain the Client's confidential information. The Designated Broker is always a Limited Dual Agent for both Clients and ensures the Assigned Agents fulfill their duties to their respective clients.

What to Look For in Any Written Agreement with a Brokerage

A Buyer or Seller Representation Agreement or Compensation Agreement should answer these questions:

- When will this agreement expire?
- What happens to this agreement when a transaction is completed?
- Can I work with other brokerages during the time of my agreement?
- Can I cancel this agreement, and if so, how?
- How will the brokerage get paid?
- What happens if I buy or sell on my own?
- Under an Agency Representation Agreement am I willing to allow the brokerage to represent both the other party and me in a real estate transaction?

Real Estate Licensees Are Not Inspectors

Unless you and a licensee agree in writing, a brokerage and its licensees are not required to conduct an independent inspection of a property or verify the accuracy or completeness of any statements or representations made regarding a property. To learn about the condition of a property, you should obtain the advice of an appropriate professional, such as a home inspector, engineer or surveyor.

Audio/Video Surveillance

Use caution when discussing *anything* while viewing a property; audio or video surveillance equipment could be in use on listed properties.

If you sign a Representation Agreement or Compensation Agreement with a licensee, the contract is actually between you and the licensee's brokerage. The Designated Broker is the only person authorized to modify or cancel a brokerage contract.

The licensee who gave you this brochure is licensed with:

Name of Brokerage: TOK Boise LLC dba TOK Commercial **Phone:** (208) 378-4600

RECEIPT ACKNOWLEDGED

Rev 01/01/2023

By signing below, you acknowledge only that a licensee gave you a copy of this Agency Disclosure Brochure.
This document is not a contract, and signing it does not obligate you to anything.

DocuSigned by:

Signature _____ Date 8/15/2025 | 7:04 PM PDT

E4454C9F279A445...

Signature _____ Date _____

August 22, 2025

RE: LETTER OF INTENT TO PURCHASE
Approximately 8.73 acres at TBD Vernon, Idaho Falls, ID
Total Lot size – approximately 8.73 AC

Mr. Darren Puetz :

On behalf of Hawkins Companies ("Buyer") we are pleased to present to The City of Idaho Falls ("Seller") this offer to purchase the real property, as mentioned above (the "Property") and as shown on Exhibit A. The terms and conditions of our offer are as follows:

1. **Purchase Price:** ($1,900,000.00) the "Purchase Price", to be paid at the Closing.

2. **Property**: The property shall consist of Lots 1 – 4, approximately 8.73 acres, near the corner of Vernon and Waid Street in Idaho Falls, ID as shown on Exhibit A.

2. **Escrow:** Within five (5) business days of the mutual execution of the Purchase Agreement, Buyer and Seller to open escrow.

3. **Deposits:** Buyer shall deposit Twenty Thousand and No/100 Dollars ($20,000.00) into escrow ("First Deposit") within five (5) days of the Opening of Escrow. The First Deposit will be applicable to the Purchase Price and refundable to Buyer until the end of the Due Diligence Period. At the end of the Due Diligence Period, including any extensions thereof, the First Deposit shall become applicable to the Purchase Price and non-refundable.

4. **Due Diligence:** Buyer shall have One Hundred and Eighty (180) calendar days from the date of the mutual execution of the Purchase Agreement (the "Due Diligence Period"), ending on the "Due Diligence Deadline", to perform any and all feasibility studies necessary to confirm the suitability of the property for Buyer's intended use, including but not limited to, Lot line adjustment and planning and zoning feasibility, financial and market feasibility, the condition of title, the physical condition of the property, Phase 1 Environmental Study, Phase 2 Environmental study (if applicable) and any other matters. Buyer and its employees and agents shall have reasonable access to the Property to conduct studies and inspections and shall return the Property as close to its original condition as possible after the Due Diligence Deadline. Buyer shall also have two (2) extension periods for sixty (60) days each which shall be exercised ten (10) business days prior to the end of the then current Due Diligence Period by written notice. Each extension shall be accompanied by an additional Ten Thousand Dollar ($10,000) deposit which shall immediately become applicable to the Purchase Price and non-refundable.

5. **Property Documents from Seller:** Within Five (5) days of the Opening of Escrow, Seller shall deliver to Buyer any and all information, leases, internal and third-party studies or reports, surveys, plans, environmental reports, etc. (excluding only appraisals) that it possesses and that pertain to the Property.

6. **Closing:** The close of escrow (the "Closing") shall take place no later than the 30th calendar day after the Due Diligence Deadline.

8. **Site Condition:** The Property shall be delivered to Buyer at the Closing in its as-is condition with utilities (water, sewer, gas and electrical) to, or within, the property line.

9. **Terms of Purchase:** Buyer will prepare the PSA based on the terms agreed upon within the fully executed LOI.

10. **Title Insurance/Escrow:** Buyer shall order a title insurance commitment from the Title Company. Buyer shall notify Seller of any objections to title prior to the expiration of the Due Diligence Period. Title and Escrow Company shall be chosen by Buyer.

11. **Brokerage Fee:** Seller and Buyer hereby represent that neither has worked with or consulted a broker for the transaction contemplated herein other than TOK Commercial representing the Seller who will be paid per the terms of a separate agreement.

The proposed agreement will be subject to the approval of the Buyer, and to the final approval and execution of formal documents both on your behalf and on behalf of the authorized corporate officers of the Seller. It must be clearly understood that neither party has any binding obligation to the other until such time as the formal purchase documents have been approved and executed on your behalf and on behalf of the Seller by its authorized corporate officers and that neither this letter nor any past nor future oral communications between representatives of either party shall constitute a binding obligation; any agreement reached must be in writing signed by an authorized corporate officer of Seller.

This Letter of Intent is an outline of major business terms and conditions only, and, whether or not countersigned, is not a binding agreement by either party to purchase or sell the Property. Any acts or omissions undertaken or any costs or expenses incurred by either party prior to the mutual execution of a definitive purchase agreement are made or incurred at such party's sole risk and expense. This Letter of Intent is subject to withdrawal or modification at any time by either party.

Sincerely

Bronson Grange

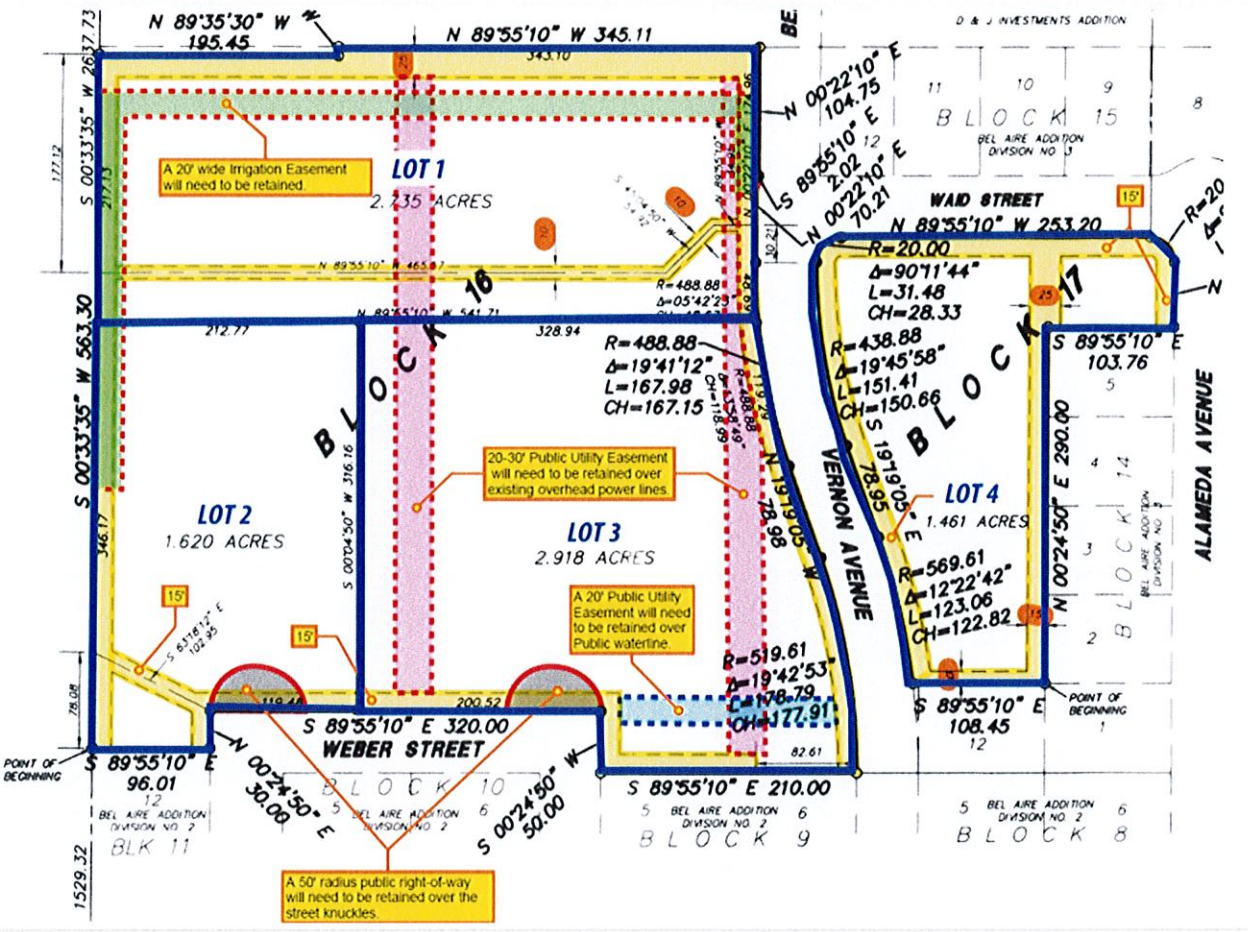
Bronson

Seller:_____

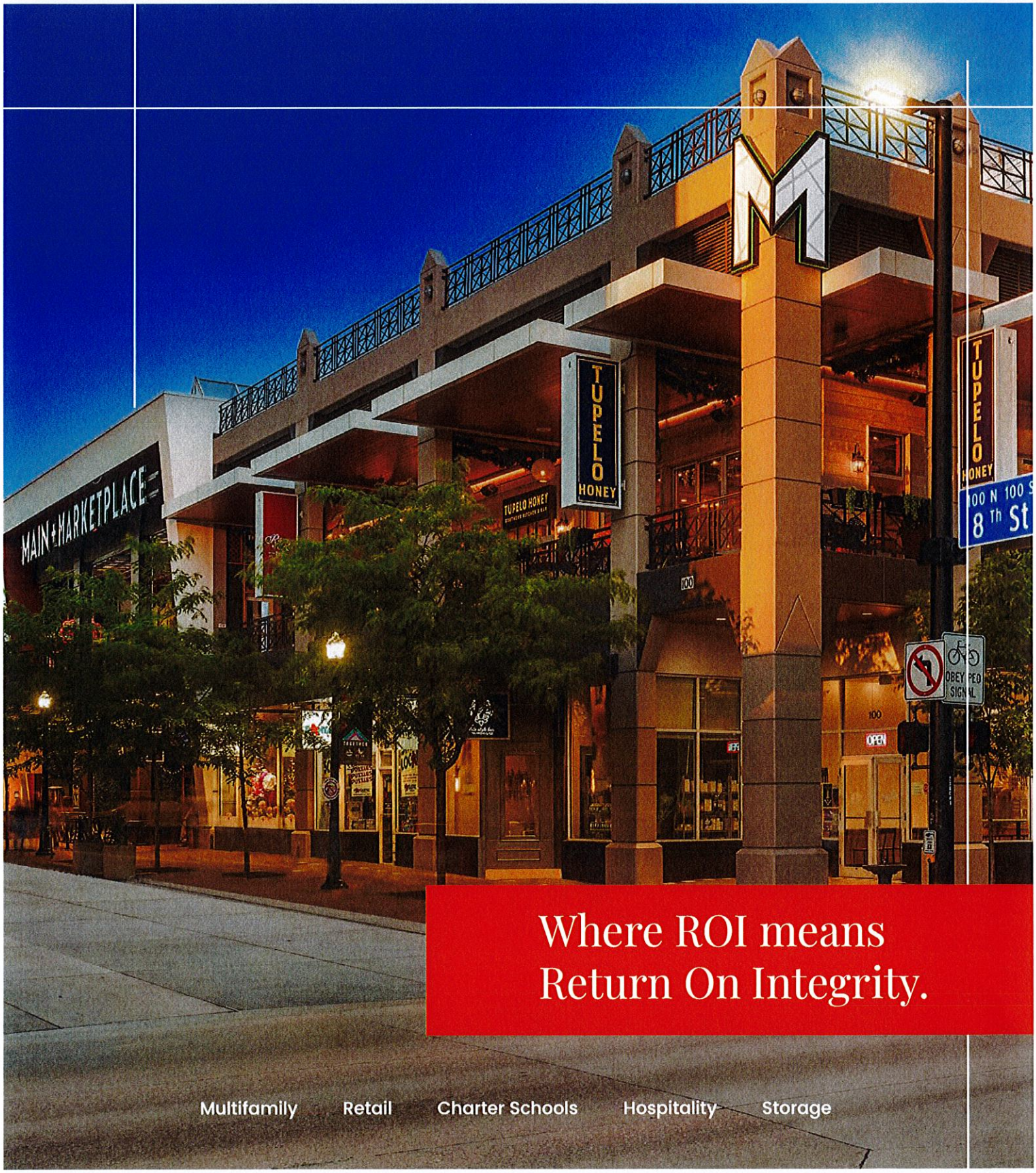
Name:_____

Date:_____

Exhibit A
Site Plan



HAWKINS



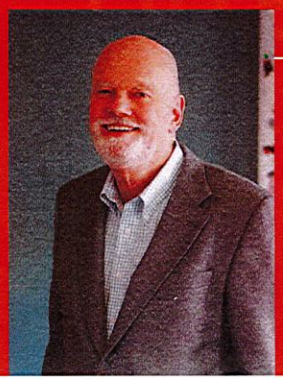
Where ROI means Return On Integrity.

Multifamily Retail Charter Schools Hospitality Storage

Our multi-generational success proves the value of Return On Integrity.

Hawkins is a national leader in real estate development and property management. With decades of experience and expertise, Hawkins has been synonymous with outstanding real estate development for nearly 50 years. We are passionate about enhancing communities and creating places to live, learn, work and play.

Built on the legacy of our founder Gary Hawkins, we prioritize individual and collective integrity throughout the business. Only a complete commitment to integrity can yield this level of sustained, multi-generational excellence in real estate. Because we operate with uncommon discipline, control and tenacity, we have grown with stability, strength and intention. Every new project is an opportunity to sharpen our craft and build on our legacy. When you do the right thing, you achieve the right outcomes. This philosophy has guided us since our founding in 1976. It is why we will continue to flourish many decades to come.



"I never want to face someone and not be able to say, 'I treated them fairly.'

- Gary Hawkins, Founder



Core Focus

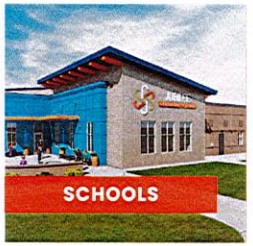
Creating value in multifamily, retail, charter schools, hospitality and self-storage real estate development and management through our strong relationships, superior site selection, contract negotiations, problem-solving, and financial engineering.



Extensive planning goes into each multifamily project, creating vibrant communities that provide residents with an exceptional lifestyle experience.



As the developer and property manager for hundreds of properties across the country, we create retail spaces that not only attract shoppers but also foster thriving businesses.



We build state-of-the-art educational facilities that empower students with state-of-the-art learning environments, enabling them to reach their full potential.



We develop luxurious spaces that cater to both leisure and business travelers, delivering memorable guest experiences that keep occupancy rates soaring.



We construct efficient, secure, and easily accessible storage facilities that meet the evolving needs of businesses and individuals.

"Hawkins Companies has always handled its projects and run its business in the highest professional and ethical manner, truly treating each of their business partners in an exceptionally fair and honest style. I consider Hawkins Companies THE premier real estate development company in the Western United States, and I am proud to be a partner in their success.

- Thomas D. Hill, CEO ESI Construction

Executive Team



Jeffrey A. DeVoe | EVP, Head of Development Services | Joined 1995
Jeff oversees all Hawkins Companies development projects including project acquisitions, construction, and delivery and/or completion.

Mindy Gronbeck | EVP, Head of Property Operations | Joined 2002
Mindy oversees both property and marketing teams and is committed to optimizing the company's real estate assets and to enhance the overall value and visibility of our company in the market.

Ryan Carlson | EVP, Head of Capital Markets | Joined 2022
Ryan is responsible for all financial analysis and project capitalization for Hawkins new and existing projects which includes the entire capital stack of both debt and equity.

Brian Huffaker | President & CEO | Joined 1994
Brian is responsible for the strategic planning and implementation of initiatives to achieve short-term and long-term goals.

Core Values

Embodying the belief that integrity yields excellence, we hold ourselves and the rest of the Hawkins team to six fundamental core values:



Development Team



Mark Hawkins
Development Partner, Board Member
Joined 1999



Paul Stephens
Development Partner | Joined 2001



Colby Halker
Development Partner | Joined 1997



Ryan Manteuffel
Development Partner | Joined 2008



Bronson Grange
Developer | Joined 2014



Tucker Mackenzie
Developer | Joined 2015

Hawkins by the numbers

322 PROJECTS DEVELOPED	ACROSS **28** STATES	**13.8** MILLION SF DEVELOPED
4.1 MILLION SF OF COMMERCIAL OWNED AND MANAGED	**977** MULTIFAMILY UNITS DEVELOPED AND MANAGED	**941** MULTIFAMILY UNITS UNDER CONSTRUCTION

Our success is collective at Hawkins.

Real estate development demands collaboration and strong interpersonal relationships. We prioritize partnerships in our communities and connection within our team. Social responsibility is emphasized in every project, and we prioritize the lives of our tenants, residents, partners, vendors, students and greater community because we view our success at Hawkins as a collective.

Hawkins Family Foundation

Hawkins encourages company-wide philanthropy through volunteering, donating, and sponsorships. Participation across our team is critical, offering our collective time and money to support local causes and charities in our community.







IDAHO GIVES
IDAHO SHAKESPEARE FESTIVAL
The Idaho Foodbank
WOMEN'S & CHILDREN'S ALLIANCE
American Red Cross
IDAHO YOUTH RANCH
camp rainbow gold
CORKS 4A CURE
wine women & shoes
IDAHO HUMANE SOCIETY
RAISE UP BOISE
IDAHO COMMUNITY FOUNDATION
INCLUSIVE IDAHO
BSW
CAMP RIVER RUN
MERIDIAN CANINE RESCUE
CATCH
HOPE HOUSE INC.
Operation Community Cats
United Way
United Way of Treasure Valley
Girls on the run
BOISE URBAN GARDEN SCHOOL
ZOO BOISE
Together Treasure Valley

The Hawkins Culture

We work hard to move great projects forward, but we take even deeper pride in our internal culture and employee retention. As an employee of Hawkins, you are part of a family legacy that spans years of commercial success and tradition. We celebrate that success with year-round employee events that range from barbecues and holiday parties to occasional company-sponsored vacations for employees and spouses.








> Hawkins Companies has set itself apart as one of the gold standards in commercial real estate development and operation. From project conception through completion and project servicing, their respectability and attention to detail is above reproach. We highly value the relationship we have with Hawkins Companies, and it has been an ongoing pleasure to work with such an honorable group of individuals.
>
> *- Reid Wiggins, Washington Federal Bank*
> *SVP, Idaho Commercial Division Manager*

Proud to be one of Idaho's Top Private Companies
IDAHO PRIVATE 100
2023
IdahoStatesman.com/Private100



Hawkins
855 West Broad Street, Suite 300 Boise, Idaho 83702-7154
208.376.8522
hawkinscompanies.com

Nick Terry,

Thank you for the opportunity to submit our offer to the City of Idaho Fall. We appreciate your consideration and would like to share more context about our interest and development approach.

MACH is the affordable housing arm of our broader development company, based in Montana and focused on the Mountain West. We specialize in delivering high-quality affordable housing using Low-Income Housing Tax Credits (LIHTC), and we've had our eye on Idaho Falls for several years. Like many growing cities in the West, Idaho Falls is facing increasing demand for housing that is truly affordable to the local workforce.

As we evaluated this site, we initially explored market-rate development but unfortunately found that it does not pencil without public subsidy. However, if awarded LIHTC through the state of Idaho, we can deliver a high-impact affordable housing community that meets the needs of local residents and workers.

Our proposal is for a 3- to 4-story walk-up apartment community with appropriate parking and site design, targeting approximately 180–200 units. These units would be affordable to households earning 60% of Area Median Income (AMI), with a focus on serving the city's workforce. Like much of Idaho, affordable housing in Idaho Falls is scarce, with significantly higher occupancy rates than market-rate housing, further signaling the need for action.

The site's designation within a HUD Qualified Census Tract (QCT) for 2025 strengthens its competitiveness for 4% LIHTC through the Idaho Housing and Finance Association. Our plan is to work closely with the City and submit a bond/tax credit application before year-end, in alignment with the state's Qualified Allocation Plan timelines. While the LIHTC process is complex and takes time, it offers long-term stability and delivers high-quality, permanently affordable housing.

MACH's principals and partners have collectively developed over $500 million in multifamily projects. We are actively building both market-rate and affordable communities in Montana and Idaho. For our affordable developments, we partner with Praxis Consulting Group out of Nevada, a nationally respected firm that has helped deliver more than 14,000 affordable units totaling over $3 billion in value.

We would be honored to work with the City of Idaho Falls to bring this vision to life. We believe this development will serve as a lasting asset for the community and help meet a critical housing need.

Thank you again for your consideration. We're available to meet at your convenience to discuss the project and next steps.

Thanks,

Grant Schnell

MACH

ABOUT THE SPONSORS

Between TE Miller and Mach Capital the sponsors have over 20 years of development experience and collectively have developed over $500 million in multifamily and hotel development. See below for some of our most recent projects.

TE MILLER DEVELOPMENT : https://www.temiller.com/
MACH CAPITAL: https://machcpt.com/

RECENT PROJECTS



OMRY at Canterbury
$39 Million – 146 Units
Shakopee, MN



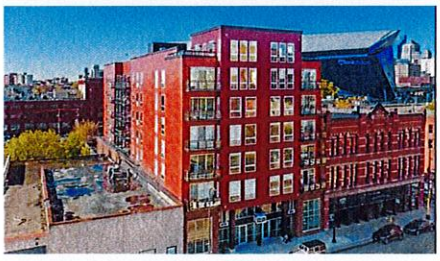
Home 2 Suites – UNDER CONSTRUCTION
$22 Million – 107 Keys
Kalispell, MT



Huxley Apartments
$25 Million – 112 Units
Minneapolis, MN



The Archive
$60 Million – 200 Units
Minneapolis, MN



OX-OP Apartments
$33 Million – 153 Units
Minneapolis, MN



The Gibson
$36 Million – 159 Units
Minneapolis, MN

CITY OF IDAHO FALLS

August 4th, 2025

RE: Purchase of : Approximately 8.734 acres located at TBD Vernon Idaho Falls, ID 83401

Nick Terry,

We are pleased to present this Letter of Intent that sets forth some of the basic business terms pursuant to which Mach LLC (or its assigns), a Montana limited liability company (**"Buyer"**), proposes to purchase the above referenced property from the current owners (**"Seller"**). The proposed terms of the transaction are as follows:

BUYER:	Mach LLC or its assigns
PROPERTY:	The **"Property"** shall consist of 8.734 acres as depicted in Exhibit A on 4 lots.

RPA01880160010

RPA01880160030

RPA01880160020

RPA01880170010

PURCHASE PRICE:	**$1,650,000.00**
CLOSING:	No later than 60 days after the expiration of the Inspection & Feasibility period.
Earnest Money:	The initial earnest money deposit of Twenty Thousand Dollars ($20,000) shall be made by a promissory note payable to the escrow agent within 3 days of opening Escrow. Upon the expiration of the feasibility period, the promissory note shall be converted to cash and the earnest money shall become non-refundable but shall be credited toward the Purchase Price at closing.
CLOSING COSTS:	Buyer pays survey, environmental survey fees, owner's and lender's title premiums, recording fees for Deed, mortgage registry tax (if applicable), and ½ of escrow or closing fee. Seller pays ½ of escrow or closing fees, state deed tax, and title insurance commitment. All other allocations shall be per customary closing practices.
INSPECTION & FEASIBILITY:	Buyer and its consultants shall have two hundred and eighty (180) days from the execution of a Purchase Agreement and receipt of

due diligence information to pursue development of the Property and to determine its fitness for the Buyer's intended use. Should Buyer need additional time to complete its diligence, Buyer shall have two (2), sixty (60) day extension options by posting an additional nonrefundable $10,000 per extension option ("Extension Deposits"). Extension Deposits will be credited against the Purchase Price at Closing.

CONTINGENCIES OF CLOSING:

Buyer's obligation to close shall be contingent upon Buyer determining, in its sole discretion prior to the expiration of the Review Period that:

- the Property is zoned for Buyer's intended use;
- the Property is not restricted by easements, rights-of-way, leases or other encumbrances that would prevent Buyer's intended use;
- the Property is free from all environmental hazards;
- the Property has been approved by all applicable governmental authorities for Buyer's intended use;

PRICING CONTINGENCIES:

Buyer has made the following assumptions to determine its purchase price for the Property:

- Buyer assumes that it can develop the property for its intended use.

TAXES:

Taxes shall be prorated as of the date of closing between the parties per valuations established by Flathead County. Levied Special Assessments to date paid by Seller at closing.

REAL ESTATE COMMISSIONS:

Buyer is not represented and is not obligated to pay the broker's fee owed. Seller is represented by broker..

DOCUMENT DELIVERIES:

As a part of Buyer's due diligence, Seller will deliver to Buyer, only if in their possession, in a timely manner a commitment for an owner's policy of title insurance (together with copies of any exception documents), a survey with topographical studies for the Property as delivered, existing architectural plans, copies of government approvals for development, and all engineering, physical condition, environmental inspection and geotechnical reports for the Property. At Buyer's request, Seller shall cause such materials to be certified to Buyer, or shall obtain reliance letters in form reasonably acceptable to Buyer. Buyer to provide Seller copies of all Due Diligence documents if Buyer does not close escrow prior to return of Earnest Money.

PURCHASE AGREEMENT: Upon Seller's acceptance of this LOI, Buyer shall cause a Purchase and Sale Agreement ("PSA") in conformity herewith to be be delivered to Buyer within fifteen (15) business days.

Contribution: Seller will be given an offering memorandum consisting of project details and returns within 180 days of closing. Once memorandum has been received, Seller will have 30 days to elect to contribute the land value as equity into the project.

NO CONTRACT: This letter constitutes a summary of some key business terms and does not contractually obligate either party to the other. All final terms and conditions, including closing details and other matters of due diligence shall be included in a purchase agreement to be executed by both parties.

If the terms outlined above are acceptable, please so indicate by signing this non-binding letter where indicated below and returning it to my attention. Please feel free to contact me with any questions.

Sincerely,



Grant Schnell
MACH LLC
4063149936
Grant@machcpt.com

AGREED AND ACCEPTED

For Seller:

Signature: _____

Title: _____

Date: _____

Exhibit A



Memorandum

File #: 25-362 **City Council Meeting**

FROM: Chris H Fredericksen, Public Works Director
DATE: Thursday, September 4, 2025
DEPARTMENT: Public Works

Subject
Federal Transit Administration (FTA) Section 5310 Small Urban Funding Agreement

Council Action Desired
☐ Ordinance ☐ Resolution ☐ Public Hearing
☒ Other Action (Approval, Authorization, Ratification, etc.)
Approve the FTA 5310 Small Urban Funding Agreement and authorize the Mayor to sign the necessary document (or take other action deemed appropriate).

Description, Background Information & Purpose
This funding Agreement, between the Idaho Transportation Department and the City of Idaho Falls will allow for the use of federal funds to better accommodate accessible transportation for seniors and individuals with disabilities by removing barriers to transportation service through GIFT.

Alignment with City & Department Planning Objectives
☐ ☐ ☐ ☐ ☐ ☐ ☐ ☒
The Agreement supports the community-oriented result for reliable public transportation by allowing the use of federal funds in support of microtransit services for seniors and those with disabilities.

Interdepartmental Coordination
N/A

Fiscal Impact
The Agreement is for $230,400.00 and requires a match of 20% that will be paid by GIFT (TRPTA). Sufficient funding and budget authority exists to execute the Agreement.

Legal Review
The Agreement has been reviewed by the City Attorney's office.

2025-048

Idaho Transportation Department

Public Transportation Office

FTA 5310 Small Urban

Funding Agreement

Agreement #: O2570KC

ITD Public Transportation Office
11331 W Chinden Blvd
Boise, ID 83714
PO Box 7129, Boise, ID 83707-1129
http://itd.idaho.gov/pt

Pass-Through Awarding Agency:	ITD – Public Transportation Office
Awarding Official: (Grants Officers) Name: Phone: Email:	 Shauna Miller 208 334-8533 PTOps@itd.idaho.gov
Term of Grant:	October 1, 2024 – September 30, 2026
Agreement Total:	$230,400
Funding Program:	FTA 5310 Small Urban
Assistance Listing Number (ALN):	20.513
Federal Award Identification Number (FAIN):	ID-2025-024
Agreement Number:	O2570IF

Subrecipient Organization Name:	City of Idaho Falls (Greater Idaho Falls Transit)
Subrecipient Director or Equivalent:	Kade Marquez
Subrecipient Address:	PO Box 50900, Idaho Falls, ID 83405
Subrecipient Phone:	208 612-8487
Subrecipient E-mail:	kmarquez@idahofalls.gov

Scope of Work:

Purchase of Service: EASY RIDE Elderly Accessible Shuttle

Responsible Individuals Signatures of Agreement

This Agreement, together with the Attachments, and documents incorporated herein by reference, set forth the entire Agreement between the parties with respect to the subject matter. There are no understandings, agreements, amendments, or representations, oral or written, not specified herein.

Authorized Signature for Subrecipient:

Name	Title	Phone	E-mail
Signature and Date:			

Name	Title	Phone	E-mail
Ron Duran	Public Transportation Manager	208-334-4475	Ron.Duran@itd.idaho.gov
Signature and Date:			

AGREEMENT CONDITIONS

GRANT AGREEMENT BETWEEN THE IDAHO TRANSPORTATION DEPARTMENT

AND

CITY OF IDAHO FALLS

This Agreement is between the **Idaho Transportation Department** (hereinafter called the STATE) and **City of Idaho Falls** (hereinafter called the Subrecipient). The STATE and the Subrecipient are entering into this Agreement. This Agreement is effective when signed by both parties.

The 5310 Enhanced Mobility of Seniors and Individuals with Disabilities program (49 U.S.C. 5310) provides formula funding to states for the purpose of assisting private nonprofit groups in meeting the transportation needs of older adults and people with disabilities when the transportation service provided is unavailable, insufficient, or inappropriate to meeting these needs. The program aims to improve mobility for seniors and individuals with disabilities by removing barriers to transportation service and expanding transportation mobility options. This program supports transportation services planned, designed, and carried out to meet the special transportation needs of seniors and individuals with disabilities.

WHEREAS the Governor of the State of Idaho has designated the Idaho Transportation Department to administer this grant;

The parties mutually agree as follows:

1. **SCOPE OF WORK:**
   Assumption of Responsibility: The Subrecipient agrees to assume all responsibility for this Project. The Subrecipient further agrees to abide by the appropriate mutual covenants, promises, and representations included in the Federal Transit Administration (FTA) Master Agreement, with special emphasis on the sections pertaining to the particular funding source.

2. **COMPLIANCE WITH LAWS AND REGULATIONS, FEDERAL CHANGES:** The Subrecipient agrees to comply with all applicable laws, regulations, and codes of the State of Idaho, the United States Government, and local governments. The Subrecipient shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the most current FTA Master Agreement included with, and incorporated into, this overall Grant Agreement, as they may be amended or promulgated from time to time during the term of this contract. Subrecipient's failure to comply shall constitute a material breach of this contract.
   https://www.transit.dot.gov/funding/grantee-resources/sample-fta-agreements/sample-fta-agreements

3. **SUBRECIPIENT CAPACITY:**
   A. **Subrecipient Legal, Financial, and Managerial Capacity:** The Subrecipient assures that it has the necessary legal, financial, and managerial capability to apply for, receive, and disburse FTA funds awarded in this grant agreement. The Subrecipient also assures that it will implement and manage this project and project funds in keeping with the intent and provisions of the Subrecipient's grant application and the grant agreement.

B. Subrecipient Legal Authority to Accept This Sub-Grant: The Subrecipient certifies that it has the legal authority to accept grant funds for this project.

C. Subrecipient Debarment/Suspension Certification: the Subrecipient entity certifies, to the best of its knowledge and belief, that it and its principals:

i. are not currently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency, per the U.S. General Services Administration (GSA) monthly "Lists of Parties Excluded from Federal Procurement or Non-procurement Programs," available on the GSA web site:
http://www.sam.gov

ii. have not, within the past three years, been convicted of or had a civil judgment against them for: a criminal offense or fraud in connection with obtaining, attempting to obtain, or performing a Federal, state, or local public transaction; a violation of Federal or state antitrust statutes; commission of embezzlement, theft, forgery, bribery, falsification or destruction of records; making false statements; or receiving stolen property;

iii. are not presently indicted for or otherwise criminally or civilly charged by any governmental entity with commission of any of the offenses listed in the paragraph above; and

iv. have not within the last three years had any Federal, state, or local public transaction terminated for cause or default.

If the Subrecipient later becomes aware of any information contradicting these Suspension/Debarment statements, it will promptly provide that to the State who will forward it to FTA.

If the Subrecipient cannot certify for all the Suspension/Debarment statements above, the Subrecipient shall so indicate in a transmittal letter or message of explanation, to be returned with the signed grant agreement (Per 49 CFR Part 29).

D. Administrative and Accounting Systems: The Subrecipient certifies it has or will establish a proper accounting system, per generally accepted accounting principles (GAAP) and any Federal or State directives. It further agrees to administer the project, retain all project records, and grant access to project records and personnel as specified in the applicable Federal Uniform Guidance (2 CFR 200).

4. FEDERAL REQUIREMENTS

A. Buy America

For purchases over $150,000, the Subrecipient agrees to comply with 49 CFR Parts 661 and 663, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. In regards to the purchase of vehicles, all materials and supplies purchased with these funds, will be manufactured in the United States and have:

FY 16 & FY17: more than 60% domestic content
FY18 & FY19: more than 65% domestic content
FY20 & beyond: more than 70% domestic content

The Subrecipient will provide the appropriate certification to verify this.
https://www.transit.dot.gov/sites/fta.dot.gov/files/docs/Buy_America_Fact_Sheet.pdf

B. Intelligent Transportation System (ITS) Architecture: If this grant will be used to fully or partially fund acquisition of individual or systems of technologies that support ITS user services as defined in the "National ITS Architecture," the Subrecipient assures it will comply and require its contractors and its subrecipients to comply with all applicable requirements imposed by Section V Regional ITS Architecture and Section VI Project Implementation of the FTA National ITS Architecture Policy on Transit Projects to the extent required by FTA and the State.
http://www.ops.fhwa.dot.gov/its_arch_imp/policy.htm

C. Charter Service Operations - The Subrecipient agrees to only provide charter service with written consent from the STATE. If consent is given, the Subrecipient agrees to comply with 49 U.S.C. 5323(d) and 49 CFR Part 604, which provides that recipients and subrecipients of FTA assistance are prohibited from providing charter service using federally funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except under one of the exceptions at 49 CFR 604.9. Any charter service provided under one of the exceptions must be "incidental," i.e., it must not interfere with or detract from the provision of public transportation.
http://www.gpo.gov/fdsys/granule/CFR-2012-title49-vol7/CFR-2012-title49-vol7-part604/content-detail.html

D. School Transportation:

i. The Subrecipient assures that it will not engage in school bus operations exclusively for the transportation of students and school personnel, in competition with private school bus operators, per provisions of 49 CFR Part 605.
http://www.gpo.gov/fdsys/granule/CFR-2011-title49-vol7/CFR-2011-title49-vol7-part605

ii. If the Subrecipient is a public transportation system, it may provide "School Tripper Service" that is regularly scheduled public transportation service open to the public but designed or modified to accommodate the needs of school students and personnel (must be open to the public, must serve regular transit stops, and must be shown on transit route schedules and maps) and schools signs may NOT be displayed on the vehicle.

E. Clean Water

i. The Subrecipient agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The Subrecipient agrees to report each violation to the State, and understands, and agrees that the State will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

ii. The Subrecipient also agrees to include these requirements in each subcontract exceeding $100,000 financed in whole or in part with Federal assistance provided by FTA.
https://one.nhtsa.gov/nhtsa/whatsup/tea21/grantman/html/03_dotcomrul_49cfr18.html

F. Clean Air

i. The Subrecipient agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. The Subrecipient agrees to report each violation to the State and understands and agrees that the State will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

ii. The Subrecipient also agrees to include these requirements in each subcontract exceeding $100,000 financed in whole or in part with Federal assistance provided by FTA.
https://one.nhtsa.gov/nhtsa/whatsup/tea21/grantman/html/03_dotcomrul_49cfr18.html

G. Lobbying Prohibition: None of the funds paid under this agreement shall be used for the purpose of lobbying activities before the Idaho State Legislature or the U.S. Congress.

If this grant is $100,000 or more:

i. the Subrecipient *certifies* that it has not and will not use Federal appropriated funds to pay for influencing or attempting to influence an officer or employee of any Federal department or agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal grant, cooperative agreement, or any other Federal award.

ii. the Subrecipient assures that it will require its contractors and subcontractors each to report use of non-Federal funds for any of the lobbying activities for which use of Federal funds is prohibited, at the end of each calendar quarter on Federal Standard Form LLL (49 CFR Part 20), and that the Subrecipient will forward all these forms to the State.
http://www.gpo.gov/fdsys/pkg/CFR-2006-title49-vol1/content-detail.html

H. Nondiscrimination Requirements: The Subrecipient assures that no person in the United States will, on the basis of race, color, national origin, creed, sex, or age be excluded from participating in, denied the benefits of, or otherwise be subject to discrimination in any program or activity (particularly in the level and quality of transportation services and transportation-related benefits) for which the Subrecipient receives Federal assistance from FTA or USDOT. The Subrecipient agrees to comply with all requirements of US DOT Civil Rights Act implementing regulations (49 CFR 21), and the Title VI Program Guidelines for Federal Transit Administration Recipients (FTA Circular 4702.1) and other applicable nondiscrimination directives.
https://www.transit.dot.gov/sites/fta.dot.gov/files/docs/FTA_Title_VI_FINAL.pdf

i. Per 49 USC 5332 (prohibits discrimination on the basis of race, color, creed, national origin, sex, or age, and in employment or business opportunity), Title VI of the Civil Rights Act of 1964 as amended, USDOT implementing regulations (49 CFR 21), 42 USC 2000d (prohibition against exclusion from participation in, denial of benefits of, and discrimination under federally assisted programs on ground of race, color, or national origin)

ii. The Subrecipient assures that project and project facility operations, as well as property acquisitions, will be in accordance with the civil rights requirements and understands that this assurance extends to its entire facility, to all facilities operated in connection with this project, and to property acquisitions. The Subrecipient assures:

1. Its FTA-assisted benefits and related services are made available and are equitably distributed without regard to race, color, creed, national origin, sex, age, or disability;

2. The level and quality of its FTA-assisted transit services are sufficient to provide equal access and mobility for any person without regard to race, color, creed, national origin, sex, or age;

3. Opportunities to participate in the transit planning and decision making processes are provided to persons without regard to race, color, creed, national origin, sex, or age;

4. Decisions on the location of transit services and facilities are made without regard to race, color, creed, national origin, sex, or age;

5. Corrective and remedial action is taken to prevent discriminatory treatment of any user of services based on race, color, creed, national origin, sex, or age;

6. Any contracts or sub agreements fully or partly funded through this project will contain language to extend civil rights assurances to contractors and subcontractors; and the Subrecipient will also include such language in any deeds and documents which record the transfer of real property, structures, and improvements.

I. Nondiscrimination on the Basis of Disability: The Subrecipient assures that no person with a disability shall be, by reason of that disability, excluded from participation in, denied the benefits of, or otherwise subjected to discrimination in any program or activity receiving or benefiting from Federal assistance. The Subrecipient assures it will comply with 49 CFR Parts 27, 37, 38, and 39, which implement the Americans with Disabilities Act (ADA) and amend Section 504 of Rehabilitation Act of 1973. The Subrecipient understands that it also has responsibilities under ADA in the areas of employment, public accommodations, and telecommunications.
http://www.gpo.gov/fdsys/pkg/CFR-2006-title49-vol1/content-detail.html#1000

The Subrecipient assures that any vehicle purchased or acquired through this project will be ADA accessible, except as exempted in by the State. If the Subrecipient is awarded funds to purchase a non-ADA vehicle for use in demand responsive service, the Subrecipient assures that this demand responsive service provides or will provide equivalent service to disabled persons that meet ADA requirements in keeping with 49 CFR 37.

The Subrecipient assures that *all* new or renovated facilities to be used for the provision of public transportation services will be ADA accessible, including facilities such as maintenance facilities, garages, building access facilities (sidewalks need curb cuts), etc.
http://www.gpo.gov/fdsys/pkg/CFR-2007-title28-vol1/content-detail.html

The Subrecipient assures that any construction contract funded through this project will include ADA requirements.

J. Equal Employment Opportunities (EEO): The Subrecipient assures it will:
Treat employees or job applicants fairly, without regard to race, color, creed, national origin, sex, age, or disability;

Take affirmative action to ensure job applicants are employed and employees are treated without regard to race, color, creed, national origin, sex, or age (such action includes but is not limited to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship);

Post notices setting forth agency EEO policy in conspicuous places and make these available to employees and job applicants;

Assure that any contracts or sub-agreements fully or partly funded through this project will contain language to extend EEO assurances to contractors and subcontractors.

If the Subrecipient received $1,000,000 or more of Federal assistance in the previous Federal fiscal year and had 50 or more public-transit-related employees, it agrees to submit to the State an EEO program, which meets FTA requirements.

K. Discrimination Complaints: The Subrecipient assures that it will notify the public that complaints of discrimination in the provision of transportation or transportation-related services or benefits may be filed with the State, FTA, or USDOT. The Subrecipient assures it will promptly report to the State any civil rights complaints it receives.

L. Disadvantaged Business Enterprises (DBE): The Subrecipient assures Disadvantaged Business Enterprises will have the maximum opportunity to compete for and perform contracts and subcontracts financed under this project, as specified in 49 CFR 26 and per the following:

i. If the Subrecipient will purchase one or more transit vehicles (excluding unmodified mass-produced vans or unmodified pop-top vans), it assures that it will obtain from each transit vehicle manufacturer a TVM certification, to show that the manufacturer complies with DBE requirements.

ii. The Subrecipient is subject to the State's DBE program filed with the Federal Highway Administration and the State's annual DBE goal with FTA. Additionally, the Subrecipient will report its DBE activity and results to the State semi-annually every year of the Subrecipient agreement.
https://itd.idaho.gov/civilrights/

iii. The Subrecipient assures it will not discriminate on the basis of race, religion, color, gender, age, marital status, ability, or national origin in implementation of the project, in award or performance of any third-party contract or sub-agreement supported with this grant, or in administration of its DBE program and 49 CFR 26. If the State receives a complaint regarding discrimination by the Subrecipient, the Subrecipient will cooperate fully in the investigation of the complaint by the State.
http://www.gpo.gov/fdsys/pkg/CFR-2006-title49-vol1/content-detail.html

Technical assistance pertaining to DBE is available at the following link or at (208)-334-8567.
https://itd.idaho.gov/civilrights/

M. Audits: The Subrecipient certifies that it will be audited annually as required by the Federal Single Audit Act Amendments of 1996 (per 2 CFR 200). The Subrecipient recognizes FTA's, USDOT's, and the State's authority to monitor project activities, to conduct reviews and inspections, and to conduct additional audits in keeping with 2 CFR 200, to verify compliance with grant requirements and assurances. The Subrecipient agrees to make the necessary records available to any of the above parties upon request.
https://www.whitehouse.gov/wp-content/uploads/legacy_drupal_files/omb/circulars/A133/2017/Compliance_Supplement_2017.pdf

N. Commercial Driver's License (CDL)Requirement: The Subrecipient, if not a recipient of Section 5311 funds, assures that if it operates a vehicle that requires a CDL, including a vehicle capable of transporting 16 or more persons (including the driver), will have a USDOT Federal Motor Carrier Safety Administration drug and alcohol testing program.
http://www.fmcsa.dot.gov/overview-drug-and-alcohol-rules

O. Drug and Alcohol Testing: If this grant is funded by either Section 5309, 5311, or 5339 the Subrecipient agrees to establish and implement a drug and alcohol testing program that complies with 49 CFR Parts 40 and 655, produce any documentation necessary to establish its compliance with Parts 40 and 655, and permit any authorized representative of the United States Department of Transportation or its operating administrations, and ITD, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 CFR Parts 40 and 655 and review the testing process. The Subrecipient agrees further to submit the Management Information System (MIS) reports to the State annually, as requested by the State.
https://damis.dot.gov/Login/

P. Employee Protections, Public Transportation Employee Protective Arrangements: The Subrecipient agrees to comply with the applicable transit employee protective requirements as follows:

i. **Standard Public Transportation Employee Protective Arrangements -** If this grant is funded by either Section 5309 or Section 5316, to the extent that the Project involves public transportation operations and to the extent required by Federal law, the Subrecipient agrees to implement the Project in accordance with the terms and conditions that the U.S. Secretary of Labor has determined to be fair and equitable to protect the interests of any employees affected by the Project and that comply with the requirements of 49 U.S.C. § 5333(b), in accordance with U.S. DOL guidelines, "Section 5333(b), Federal Transit Law," 29 C.F.R. Part 215, and any amendments thereto. The Subrecipient agrees to implement the Project in accordance with the conditions stated in that U.S. DOL certification. That certification and any documents cited therein are incorporated by reference and made part of the Grant Agreement for the Project.

ii. **Public Transportation Employee Protective Arrangements for Projects in Non-urbanized Areas Authorized by 49 U.S.C. § 5311** - The Subrecipient agrees to comply with the terms and conditions of the Special Warranty for the Non-urbanized Area Program that is most current as of the date of execution of the Grant Agreement for the Project, and any alternative comparable arrangements specified by U.S. DOL for application to the Recipient's project, in accordance with U.S. DOL guidelines, "Section 5333(b), Federal Transit Law," 29 C.F.R. Part 215, and any revisions thereto.

Q. Incorporation of Federal Transit Administration (FTA) Terms - The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1 are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Subrecipient shall not perform any act, fail to perform any act, or refuse to comply with any requests which would cause the State to be in violation of the FTA terms and conditions. https://www.transit.dot.gov/regulations-and-guidance/fta-circulars/third-party-contracting-guidance

R. Conflicts of Interest Prohibited: The Subrecipient certifies that it will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of personal or organizational conflict of interest or of being motivated by desires for personal gain for themselves or others, particularly those with whom they have family, business, or other ties.

5. STATE REQUIREMENTS:

A. Indemnification and Insurance: In this section, "Subrecipient" includes the Subrecipient's employees, agents, and contractors.

The Subrecipient agrees to indemnify, hold harmless, and defend the State of Idaho, its officers, agents, and employees from and against any claim of or liability for error, omission, or negligent act of the Subrecipient arising out of the Subrecipient's assumption of the responsibilities for the Project set forth in this agreement.

The Subrecipient is not required to indemnify the State of Idaho for a claim of or liability for the independent negligence of the State. If there is a claim or liability for joint negligent error or omission of the ¬Subrecipient and the independent negligence of the State, the indemnification and hold harmless obligation shall be apportioned on a comparative fault basis. The term "independent negligence" is negligence other than in the State's selection, administration, monitoring, or controlling of the Subrecipient.

Nothing contained herein shall be deemed to constitute a waiver of the State's sovereign immunity, which immunity is hereby expressly reserved. Moreover, all of the rights, defenses, or protections provided in Idaho Code and or in the Idaho Administrative Procedural Rules are expressly reserved.

B. Independent Contractor Status

Unless otherwise expressly stated, vendors and/or non-state entities acting pursuant to this grant shall be that of an independent contractor and not that of an agent or employee of the state. Such parties shall be responsible for paying all employment-related taxes and benefits, such as federal and state income tax withholding, social security contributions, worker's compensation and unemployment insurance premiums, health and life insurance premiums, pension contributions and similar items. Furthermore, such parties shall indemnify the State and hold it harmless form any and all claims for taxes (including but not limited to social security taxes), penalties, attorneys' fees and costs that may be made or assessed against the State arising out of the party's failure to pay such taxes, fees or contributions.

The Subrecipient shall maintain the policies of insurance listed below, to cover losses that may be incurred as a result of the operation and maintenance of project vehicles and/or equipment throughout their period of required use or as a result of other activities under this agreement.

Where specific limits are shown, they shall be the minimum acceptable limits. If the Subrecipient's policy contains higher limits, the State shall be entitled to coverage to the extent of such higher limits.

i. **Automobile Liability**: ITD-PT imposes minimum insurance coverage of $500,000 on all transit vehicles procured with or rehabilitated with federal or state funds. Additionally, Sub-recipients must be in compliance with Federal Motor Carrier Safety Administration (FMCSA) insurance thresholds. The policy shall provide all damage arising out of personal injury to or destruction of property in any one occurrence on any revenue vehicle not covered by 49 CFR Part 387. Furthermore, ITD-PT subrecipients must be at all times in compliance with Idaho Administrative Rule 11.13.01.

The policy shall name the Idaho Transportation Department as "loss payee" of the property damage portion of the policy.

The Subrecipient shall provide *certificate of insurance to the State, annually* and at other times if requested. Each certificate must provide for a 30-day prior notice of cancellation, non-renewal, or material change of conditions.

The Subrecipient shall use any insurance proceeds relating to items purchased under this grant to repair or replace the covered item(s) that has been damaged, destroyed or stolen or; where specific items are not involved, to cover other liability related to this grant project. The title to any replacement vehicle must show the State of Idaho as lien holder.

C. Performance Requirement: The failure of the State to insist upon strict performance by the Subrecipient of any provision or covenant in this Agreement, in any one or more instances, may not be considered as a waiver or relinquishment of the provision or covenant for the future. The waiver by the State of any provision or covenant in this Agreement cannot be enforced or relied upon by the Subrecipient unless the waiver is in writing and signed on behalf of the State.

6. TERMINATION PROVISIONS:

A. Failure to Perform: If, through any cause, the Subrecipient shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Subrecipient shall violate any of the covenants, agreements or stipulations of this Agreement, and if after notification by the State of such failure or violation, the Subrecipient fails to take proper corrective action within a reasonable amount of time, the State shall have the right to terminate this Agreement by giving written notice to the Subrecipient of such termination and specifying the effective date thereof. Such notice shall be given at least 15 days before the effective date of such termination. In that event, all finished and unfinished documents, data, studies, surveys, drawings, maps, models, photographs, reports, construction materials, and any construction completed by the Subrecipient under this Agreement shall, at the option of the State, become the State's property and the Subrecipient shall be entitled to receive just and equitable compensation for any satisfactory work completed. Failure to adhere to Project Schedule and any reporting requirements may be deemed by the State to be a "failure to perform" and may result in the loss of the award, at the option of the State.

B. Convenience Termination: If, due to changed circumstances, the State or the Subrecipient wishes to terminate this Agreement prior to its completion, the initiating party shall notify the other party in writing of its reasons for requesting the early termination. This request must be made at least 15 days prior to the proposed termination date. If both parties agree that it is in their mutual best interests to terminate this Agreement early, all finished or unfinished documents and other materials as described in the Failure to Perform paragraph above shall, at the option of the State, become the State's property. If the Agreement is terminated as provided herein, the Subrecipient shall be reimbursed for actual expenses not otherwise reimbursed under this Agreement which were incurred by the Subrecipient during the contract period and which are directly attributable to the Subrecipient's performance of this Agreement. The State shall also reimburse the Subrecipient for any costs properly incurred by the Subrecipient in honoring convenience termination clauses in its Agreements with its contractors as long as these clauses conform to the standard convenience termination clause used by the State for similar types of contracts.

7. NONCOMPLIANCE; DISPUTES; REMEDIES

A. Recovery of Funds: In the event of a default or violation of the terms of this Agreement, the State is entitled to recover all or part of the project funds paid to the Subrecipient. If Subrecipient does not promptly remit the funds in response to a demand, the State may collect the debt by:

- Making an administrative offset against payments that would be due under other grant awards or appropriations,
- Withholding advance payments that would otherwise be due,
- Instituting civil action, or
- Taking any other action permitted by law.

All remedies conferred on the State by this Agreement or any other instrument or agreement are cumulative, not exclusive, and may be exercised concurrently or consecutively at the State's option.

B. Enforcement: The State may take one or more actions in the event Subrecipient fails to comply with the terms of the award. Upon written notification explaining the basis of the action, the State may suspend the grant pending corrective action or terminate the grant. The State may impose conditions requiring correction of noncompliance or deficiency. If conditions are imposed, the State will inform Subrecipient of the conditions and corrective action sought, the reason for imposition, and the time allowed for completing corrective actions.

C. Rights and Remedies: The duties and obligations imposed by the Agreement and accompanying documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the State or Subrecipient shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach there under, except as may be specifically agreed in writing.

8. GRANT REQUIREMENTS:

A. Billing Procedure and Reimbursements: The Subrecipient agrees to formally request reimbursement by submitting to the State an itemized invoice(s) for allowable project costs. Each invoice shall clearly identify each cost being billed and shall be in a format acceptable to or specified by the State, with supporting documentation of cost and payment as required below, and other documentation as may be required by the State.

B. Requests for reimbursement must be submitted based on the following timeline:

Monthly Billing Schedule		
Billing Due By	**Period Beginning**	**Period Ending**
December 31	October 1	October 31
January 31	November 1	November 30
February 28	December 1	December 31
March 31	January 1	January 31
April 30	February 1	February 28
May 31	March 1	March 31
June 30	April 1	April 30
July 31	May 1	May 31
August 31	June 1	June 30
September 30	July 1	July 31
October 31	August 1	August 31
November 30	September 1	September 30

Invoices for operating, vehicles, equipment, or facilities shall be accompanied by documentation of the formal obligations or expenses incurred, as well as the source of the match. Supporting documentation shall be copies of vendor invoices, unless alternate documentation accompanied by a viable written explanation is acceptable to the State. Supporting documentation must clearly tie to the itemized costs on the invoice (annotations to facilitate easy review are encouraged). For vehicles, other documents related to the vehicle purchase are also required prior to payments. Please reference the ITD Capital Site for the Vehicle Reimbursement Packet.
http://itd.idaho.gov/pt

The State reserves the right to mandate alternate or specialized billing procedures in any of the following instances:
- when a particular project is split-funded (includes grant funds from more than one source), or;
- when irregular documentation or special timing is needed by the State for some other reason.

Such alternate procedures may be issued separately, but will be provided to the Subrecipient in writing.

Payments may be withheld if the quarterly report(s) have not been received as required.

Final billing must be submitted within 60 days of the termination date listed on this grant agreement or as amended.

The State shall reimburse funds to meet formal obligations or expenses only with satisfactory documentation.

If required documentation is determined to be incomplete, incorrect, and/or in conflict with the scope of the project, the Subrecipient will be notified that payment of project funds is being withheld until the incomplete, incorrect, and/or conflicting items are resolved to the State's satisfaction.

C. Local Match Available: If this grant is for a vehicle(s) and/or equipment, the Subrecipient has or will have the required local cash match for the project by the time of delivery. If this grant is for other items, the local match will be met as grant funds are spent.

D. Operating and Maintenance Funds Available: The Subrecipient, by the time of vehicle and/or equipment delivery, will have or have guarantee of funds necessary to operate and maintain the project vehicle and/or equipment in safe, clean, and mechanically sound condition through the required period of performance (useful life). The State reserves the right to require transfer of the vehicle and/or equipment to another entity if the Subrecipient fails to meet this requirement.

E. Indirect Costs: If a federally approved indirect cost rate is negotiated between the subrecipient and the Federal government, this rate must be used. If no such rate exists, the subrecipient may either negotiate a rate with the pass-through entity and the subrecipient (in compliance with this part), or elect the de minimus indirect cost rate as defined in §200.414 Indirect (F&A) costs, paragraph (f), if eligible.

F. Vehicle and Equipment Maintenance Requirements: The Subrecipient agrees to develop a written maintenance program and assures that it assumes responsibility to maintain and operate the vehicles and/or equipment obtained under this project at a high level of cleanliness, safety, and mechanical soundness, following at a minimum, the original equipment manufacturers' (OEM) recommended maintenance and inspection procedures and schedules, for at least the useful life of each item, to retain warranties and meet life expectancy of the items. The Subrecipient further assures that it will maintain ADA accessibility features in good working order, removing vehicles with nonworking accessibility features from service and repairing them within 5 days. The Subrecipient agrees to document all maintenance completed and all maintenance expenditures. The State and FTA shall have the right to conduct periodic inspections for the purpose of confirming proper maintenance.

G. Vehicle and Equipment Use and Disposition: Use and disposition of project vehicles and equipment shall be subject to restrictions set forth by the State.

The Subrecipient assures that it will not lease or contract the operation of project vehicles without prior written approval from the State.

If a vehicle or equipment purchased with these funds can no longer meet project needs, the Subrecipient agrees to notify the State, indicate its condition, and follow the State's instructions.

H. Reports: The Subrecipient is required to submit quarterly reports in a format specified or provided by the State, per instructions provided by the State. The Subrecipient will certify the accuracy of each report.

I. A grantee must submit quarterly reports under the following schedule:

Quarterly Schedule		
Period Beginning	Period Ending	Report Due By
January 1	March 31	May 31
April 1	June 30	August 31
July 1	September 30	November 30
October 1	December 31	February 28

J. Capital Inventory and Agency Profile: The Subrecipient agrees to participate fully in the inventory of publicly funded vehicles, transportation equipment, and transportation-related facilities and other transportation related data.

K. Changes and Amendments: The Subrecipient shall not execute any amendment or change order to this Agreement without the prior written concurrence of the State. This Agreement may only be modified or amended by a written agreement signed by both parties.

L. Reimbursement of Grant Funds: Within sixty (60) days of issuance of a final audit report to the State or, if no audit is required, then within sixty days after acceptance by the State that the Subrecipient has met the requirements of this grant agreement, the Subrecipient's remaining grant balance will return to the State.

M. Travel Requirements: Subrecipient must follow State of Idaho travel guidelines for reimbursement or your agency's travel rules, whichever is more restrictive.

N. Program Fraud and False or Fraudulent Statements and Related Acts: The Subrecipient certifies that any statement it has made, it makes, it may make, or causes to be made about this grant project is or will be true and accurate. Provision of untrue or inaccurate information may constitute fraud.

9. ASSIGNMENT OF WORK TO THIRD PARTIES:

A. State Consent Required: No portion of work to be performed under this agreement shall be assigned by the Subrecipient to any third party without written consent of the State.

B. No Federal or State of Idaho Government Obligation to Third Parties: The Subrecipient agrees that the Federal and State governments have no liability under this agreement. The Subrecipient assures that it will include language in any contract under this agreement that states the Federal and State governments have no liability under the contract and require the contractor to include language to this effect in any subcontract, except if the Subrecipient has specific written consent from the Federal and/or State governments that it/they will accept liability.

C. Subcontracting Rules: In the event the Subrecipient subcontracts any work covered by this Agreement, the Subrecipient shall require compliance by its subcontractors with applicable provisions, statutes or regulations governing their legal responsibilities in public contracts.

In addition, the Subrecipient shall require compliance with all Federal, State, and local laws and regulations and include required Federal clauses in contracts and purchase orders.

10. Procurement Requirements:

All procurements for contracted services (complementary paratransit, cabs, etc.) must go through a bidding process.

A. Procurement System:

i. The Subrecipient, assures it has or will establish a procurement system in compliance with FTA procurement requirements in FTA Circular 4220.1 third party contracting requirements as well as any other implementing requirements of Federal, State, or local government, including:

1. a five-year limitation on rolling stock;
2. requirement for full and open competition;
3. a prohibition against geographic preferences;
4. the use of Brooks Act procedures for procurement of architectural engineering services if the state has not adopted a statute governing procurement of such services; https://www.acec.org/advocacy/qbs/brooks2/
5. inclusion in its contracts all Federal clauses required by Federal laws, executive orders, or their implementing regulations, as required by FTA Circular 4220.1;
6. inclusion in its subcontracts and sub agreements all Federal clauses required by Federal laws, executive orders, or their implementing regulations, as required in FTA Circular 4220.1;
7. written protest procedures;
8. ethical standards of conduct;
9. use of appropriate procurement method. https://www.transit.dot.gov/sites/fta.dot.gov/files/docs/Third%20Party%20Contracting%20Guidance%20%28Circular%204220.1F%29.pdf

B. Required Provision in Procurement Notices: The following required provision shall be included in any advertisement or invitation to bid for any procurement under this Agreement:

Statement of Financial Assistance: "Statement of Financial Assistance: This Procurement is subject to a financial assistance grant agreement between the State of Idaho and the U.S. Department of Transportation."

C. Procurement Requirements: Subrecipient will follow the following procurement guidelines:

Subrecipients are subject to their own procurement policies, and IDAPA Title 38 when applicable. If not applicable at a **MINIMUM** FEDERAL thresholds issued in OMB issued memorandum OM-18-18 must be followed. Note: Circulars may not be updated to reflect the new procurement thresholds issued by OMB through OM-18-18.

D. Bus and Van Testing: The Subrecipient will comply with FTA bus testing requirements applicable to heavy-duty large and small buses; medium-duty buses; light-duty mid-size buses; and light-duty small buses, cutaways, or modified vans (does not apply to unmodified mass-produced vans). If testing is not required, the Subrecipient will instead obtain the manufacturer's certification that the vehicle is exempt from FTA bus testing requirements and also obtain a list of recent purchasers of the vehicle (with contact information), to aid evaluation prior to vendor selection. http://www.gpo.gov/fdsys/pkg/CFR-2005-title49-vol1/content-detail.html

i. For Equipment Purchases - The Subrecipient will provide the same equipment specifications to each prospective vendor and seek at least three bids or price quotes. The Subrecipient will submit price quotes or bids received to the State with its preferred vendor selection noted, for State approval to purchase. For more information see FTA Best Practices Procurement Manual, https://www.transit.dot.gov/funding/procurement/third-party-procurement/best-practices-procurement-manual

E. Pre-Award and Post-Delivery Review of New Vehicles: The Subrecipient assures it will conduct a pre-award and/or post-delivery reviews for all new vehicles purchased under this project, as specified below. The Subrecipient assures it will conduct these reviews per the formats and instructions provided by the State. Pre-Award Reviews must be submitted to the State for approval

F. Vehicle Identification Numbers to State: The Subrecipient will provide each vehicle's identification number (VIN) to the State with the first payment invoice for the particular vehicle.

G. Titles to Vehicles/Equipment & Liens:

i. Title to Project equipment other than vehicles shall rest with the Subrecipient.

ii. The Subrecipient hereby agrees that the State of Idaho is lien holder for each vehicle purchased under this Project. The Subrecipient shall arrange with the Idaho Division of Motor Vehicles (DMV) to issue the certificate of title in the name of the Subrecipient with the State of Idaho Transportation Department as lien holder. The Subrecipient shall arrange with DMV to send the original title to the State's Public Transportation Office for this project.

iii. The State will hold a lien on the title of any vehicle purchased under this project. The Subrecipient may request a clear title after the vehicle reaches its useful life.

The Subrecipient gives the State Power of Attorney limited to applying for a Vehicle Title from the Idaho Division of Motor Vehicles and to requesting the Idaho Division of Motor Vehicles remove the State's lien from the vehicle title.

CERTIFICATION REGARDING FEDERAL LOBBYING:

Certification for Contracts, Grants, Loans, and Cooperative Agreements:

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-award at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

RESTRICTION ON STATE LOBBYING

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with FTA and/or State general funds as it pertains to this agreement from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

Authorized Signature for Subrecipient:

Name	Title	Phone	E-mail
Signature and Date:			

Memorandum

File #: 25-368 **City Council Meeting**

FROM: Chris H Fredericksen, Public Works Director
DATE: Thursday, September 4, 2025
DEPARTMENT: Public Works

Subject
Contractor Prequalification Rejection - Elevated Water Tank Demolition

Council Action Desired
☐ Ordinance ☐ Resolution ☐ Public Hearing
☒ Other Action (Approval, Authorization, Ratification, etc.)
Reject the only Contractor Qualification received by Ascendent LLC (or take other action deemed appropriate).

Description, Background Information & Purpose
On Tuesday, August 26, 2025, a single contractor prequalification packet was received for the Elevated Water Tank Demolition project from Ascendent LLC. The submittal did not meet minimum specified criteria for prequalification. Therefore, Public Works is requesting that the submittal be rejected.

Alignment with City & Department Planning Objectives
☐ ☐ ☐ ☐ ☐ ☒ ☐ ☒

This action supports the community-oriented result of good governance by complying with Idaho Code § 67-2805 for the procurement of public works construction where no contractor qualifications were received meeting the request for qualifications.

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

Fiscal Impact
N/A

Legal Review
The Legal Department reviewed the prequalification process and concurs that the desired Council action is compliant with the Idaho State Code.

2-37-24-1-WTR-2026-24
2025-050

SECTION 00 45 13 – BIDDER'S QUALIFICATIONS

THE INFORMATION SUPPLIED IN THIS DOCUMENT IS CONFIDENTIAL TO THE EXTENT PERMITTED BY LAWS AND REGULATIONS

The City of Idaho Falls requires Bidder's Qualifications shall be completed and submitted by contractors who would like to bid on the City of Idaho Falls, Elevated Tank Demolition, a 0.5 million gallon (MG) 185 feet tall, steel construction eight-legged elevated tank demolition project, regarding their financial ability, equipment, and experience in relation to the proposed elevated tank demolition work. Only pre-qualified contractors will be allowed to bid the project as a general/prime contractor and perform the elevated tank demolition Contractors must be qualified by the ENGINEER in order to be invited to bid on the project.

This Statement of Qualifications Form shall be completed and submitted by no later than 10:00 A.M. (Local Time) on **TUESDAY, AUGUST 26, 2025** to:

Submitted to: City of Idaho Falls, Office of Public Works Department

Address: 380 Constitution Way Idaho Falls, ID 83402

Attention: Engineering Division

To qualify for this project, the prospective GENERAL CONTRACTOR must complete the following information:

1. **SUBMITTED BY:**

   Official Name of Firm: Ascendent LLC

   Address: 219 12th St SE

   Puyallup, WA 98372

2. **SUBMITTED TO:** City of Idaho Falls

3. **SUBMITTED FOR:** Idaho Falls Elevated Tank Demolition

   Owner: City of Idaho Falls

   Project Name: City of Idaho Falls – Elevated Tank Demolition

TYPE OF WORK: Heavy Municipal – Elevated Water Tank

4. CONTRACTOR'S CONTACT INFORMATION

Contact Person: Jeff Hazlewood

Title: Project Manager/Estimator

Phone: 253-455-4000

Email: jhazlewood@ascdemo.com

5. AFFILIATED COMPANIES:

Name: N/A

Address:

6. TYPE OF ORGANIZATION:

☐ SOLE PROPRIETORSHIP

Name of Owner: N/A

Doing Business As:

Date of Organization:

☐ PARTNERSHIP

Date of Organization: N/A

Type of Partnership: _____

Name of General Partner(s): _____

_____

_____

☐ CORPORATION

State of Organization: N/A

Date of Organization: _____

Executive Officers:

- President: _____

- Vice President(s): _____

_____

_____

- Treasurer: _____

- Secretary: _____

☒ LIMITED LIABILITY COMPANY

State of Organization: Washington State

Date of Organization: 2001

Members: Rick Estes

Heather Estes

Jon Ross

_____

☐ JOINT VENTURE

State of Organization: N/A

Date of Organization: _____

Form of Organization: _____

Joint Venture Managing Partner

- Name: N/A

- Address: _____

_____

_____

Joint Venture Managing Partner

- Name: N/A

- Address: _____

_____

Joint Venture Managing Partner

- Name: N/A

- Address: _____

_____

7. LICENSING

Jurisdiction: Washington

Type of License: Demolition Contractor

License Number: ASCENL*996N9

Jurisdiction: Washington

Type of License: Hazardous Materials Abatement Contractor

License Number: ABCN00001499

8. BONDING INFORMATION

It is anticipated that the total contract price for the project will be less than $500,000. Contractor's must have the ability to bond for this amount to be qualified.

Bonding Company: Parker, Smith & Feek Inc

Address: 2233 112th Ave NE
Bellevue, WA 98004

Bonding Agent: Roger Kaltencach

Address: 2233 112th Ave NE
Bellevue, WA 98004

Contact Name: Roger Kaltenbach

Phone: 425-709-3769

Aggregate Bonding Capacity: 12,000,000

Available Bonding Capacity as of date of this submittal: 9,000,000

9. BIDDER'S EXPERIENCE:

Current Experience:

List on **Schedule A** all uncompleted projects currently under contract (If Joint Venture list each participant's projects separately).

Previous Experience:

List on **Schedule B** the names, addresses and telephone numbers of the owners and project engineers, and completion dates and locations of at least three (3) demolitions of elevated tanks or structures, and three (3) hazardous waste projects requiring waste haul and disposal of hazardous waste including lead-coated structures, located within the United States or Canada which have been successfully demolished by the Bidder during the last 10 years. In order to meet the experience requirements, the demolitions of elevated tanks or structures shall have been at least 100-feet tall and have been demolished with use of crane(s) to remove parts of the structure. One (1) demolition of elevated tank or structure must have been undertaken in an urban or space constrained environment. Projects with multiple qualifications may be listed. (Provide an attachment if additional space is required.)

A complete Project Reference Form (provided at the end of this section 00 45 13A) is required for all projects provided in Schedule B.

Has firm listed in Section 1 ever failed to complete a construction contract awarded to it?

☐ YES ☒ NO

If YES, attach as an Attachment details including Project Owner's contact information.

Has any Corporate Officer, Partner, Joint Venture participant or Proprietor ever failed to complete a construction contract awarded to them in their name or when acting as a principal of another entity?

☐ YES ☒ NO

If YES, attach as an Attachment details including Project Owner's contact information.

Are there any judgments, claims, disputes or litigation pending or outstanding involving the firm listed in Section 1 or any of its officers (or any of its partners if a partnership or any of the individual entities if a joint venture)?

☐ YES ☒ NO

If YES, attach as an Attachment details including Project Owner's contact information.

Has firm listed in Section 1 had its contractor's license suspended, put on probation or revoked in any jurisdiction?

☐ YES ☒ NO

If YES, provide the project, dates, circumstances, resolution, and/or other pertinent details on a separate page.

Has firm listed in Section 1 had a bankruptcy petition filed in its name, voluntary or involuntary?

☐ YES ☒ NO

If YES, provide the project, dates, circumstances, resolution, and/or other pertinent details on a separate page.

Has firm listed in Section 1 had insurance terminated by a carrier due to excessive claims history and/or nonpayment of premium?

☐ YES ☒ NO

If YES, provide the project, dates, circumstances, resolution, and/or other pertinent details on a separate page.

Has the Bidder been involved with litigation with an Owner during a construction project in the past 5 years?

☐ YES ☒ NO

If YES, provide the project, dates, circumstances, resolution, and/or other pertinent details on a separate page.

10. SAFETY PROGRAM:

Name of Contractor's Safety Officer: David Saber

Include the following as attachments:

Provide as an Attachment Contractor's OSHA No. 500- Log & Summary of Occupational Injuries & Illnesses for the past 5 years.

Provide as an Attachment Contractor's list of all OSHA Citations & Notifications of Penalty (monetary or other) received within the last 5 years (indicate disposition as applicable) - IF NONE SO STATE.

Provide as an Attachment Contractor's list of all safety citations or violations under any state all received within the last 5 years (indicate disposition as applicable) - IF NONE SO STATE.

I HEREBY CERTIFY THAT THE INFORMATION SUBMITTED HEREWITH, INCLUDING ANY ATTACHMENTS, IS TRUE TO THE BEST OF MY KNOWLEDGE AND BELIEF.

NAME OF ORGANIZATION: Ascendent LLC

BY: _____

TITLE: Project Manager

DATED: 8/26/25

NOTARY ATTEST: Heather L Estes

SUBSCRIBED AND SWORN TO BEFORE ME

THIS 26th DAY OF August, 2025

NOTARY PUBLIC - STATE OF Washington

MY COMMISSION EXPIRES: 12/12/25

HEATHER L ESTES 118050 NOTARY PUBLIC COMMISSION EXPIRES 12-12-25 STATE OF WASHINGTON

REQUIRED ATTACHMENTS

1. Schedule A (Current Experience).
2. Schedule B (Previous Experience) with Project Reference Form for each project listed.
3. Evidence of authority for individuals listed in Section 6 to bind organization to an agreement.
4. Required safety program submittals listed in Section 11. Safety information from Subcontractors and Suppliers may be required to be submitted up to 7 days after the project bid date.
5. Additional items as pertinent.

SCHEDULE A

CURRENT EXPERIENCE

Project Name	Owner's Contact Person	Design Engineer	Contract Date	Type of Work	Status	Cost of Work
Winslow Water Tank Demo	Name: City of Bainbridge Island Address: Telephone:	Name: Redside Construction LLC Company: Telephone:	1/11/24	Demo of 1 million gallon water tank	Pending Start	$68,000
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				

SCHEDULE B

PREVIOUS EXPERIENCE (A complete Project Reference Form is required for all projects provided in Schedule B)

Project Name	Owner's Contact Person	Design Engineer	Contract Date	Description relevant to Bidder's qualifications	Status	Cost of Work
Mansion Hill 4.5 MG Reservoir	Name: Highline Water District Address: 23828 30th Ave S Kent WA 98032 Telephone: 206-824-0375	Name: T Bailey Inc Company: 12441 Batholomew Rd Anacortes WA 98221 Telephone: 360-293-0682	2/1/2019	Total Demo of Two Steel Reservoirs, Fence, and Transite Pipe	Complete	$103,322
Nyanza Water Tank Demo	Name: Lakewood Water District Address: 11900 Gravelly Lake Dr SW Lakewood WA 98496 Telephone:	Name: T Bailey Inc Company: 12441 Batholomew Rd Anacortes WA 98221 Telephone: 360-293-0682	7/21/20	85' Tall by 33' Wide Demo of Existing Water Tower	Complete	$60,000
Pacific Point Warehouses	Name: Industrial Realty Group LLC Address: 2703 C Street SW Auburn WA 98001 Telephone:	Name: JTM Construction Company: 5900 Airport Way S Seattle WA 98198 Telephone: 206-587-4000	10/21/22	Demo of Water Tower	Complete	$75,000
Building B431 Bremerton Ship Yard	Name: NAVFAC NW Address: Telephone:	Name: Company: Telephone:	2017	Demo of 160' Periscope Tower utilizing crane	Complete	$200,000
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				

SCHEDULE B

PREVIOUS EXPERIENCE (A complete Project Reference Form is required for all projects provided in Schedule B)

Project Name	Owner's Contact Person	Design Engineer	Contract Date	Type of Work and Tank Size	Status	Cost of Work
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				

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PROJECT REFERENCE FORM

FOR

ELEVATED TANK DEMOLITION

PROJECT # 2-37-24-1-WTR-2026-24

FOR

CITY OF IDAHO FALLS

Project Name: Nyanza Water Tank Demo

Project Description: 85' Tall by 33' Wide Demo of Existing Water Tower

Contractor's Project Manager: T Bailey Inc

Original Contract Value ($): $60,000

Change Order Amount ($): $0

Original Project Schedule (days): 8

Revised/Final Project Schedule (days): 5

Describe Change Orders (cost and schedule): $0

List the trades required for the job, the approximate percentage of total project amount associated with each trade, and the name of the subcontractor used (if applicable).

None

Were liquidated damages assessed or were there any claims on this project? If yes, describe amounts and details.

No

Owner's Contact Information (Entity, Name, Role and Phone Number):

Lakewood Water District

11900 Gravelly Lake Dr
SW Lakewood WA 98496

Engineer's Contact Information (Entity, Name, Role and Phone Number):

T Bailey Inc

12441 Batholomew Rd
Anacortes WA 98221

360-293-0682

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OSHA's Form 300 (Rev. 01/2004)
Log of Work-Related Injuries and Illnesses

Attention: This form contains information relating to employee health and must be used in a manner that protects the confidentiality of employees to the extent possible while the information is being used for occupational safety and health purposes.

Year 2020

U.S. Department of Labor
Occupational Safety and Health Administration

Form approved OMB no. 1218-0176

You must record information about every work-related injury or illness that involves loss of consciousness, restricted work activity or job transfer, days away from work, or medical treatment beyond first aid. You must also record significant work-related injuries and illnesses that are diagnosed by a physician or licensed health care professional. You must also record work-related injuries and illnesses that meet any of the specific recording criteria listed in 29 CFR 1904.8 through 1904.12. Feel free to use two lines for a single case if you need to. You must complete an Injury and illness incident report (OSHA Form 301) or equivalent form for each injury or illness recorded on this form. If you're not sure whether a case is recordable, call your local OSHA office for help.

Establishment name: Ascendent, LLC

City: Puyallup State: WA

Identify the person				Describe the case		Classify the case											
						CHECK ONLY ONE box for each case based on the most serious outcome for that case:				Enter the number of days the injured or ill worker was:		Check the "injury" column or choose one type of illness:					
(A) Case No.	(B) Employee's Name	(C) Job Title (e.g., Welder)	(D) Date of injury or onset of illness (mo./day)	(E) Where the event occurred (e.g. Loading dock north end)	(F) Describe injury or illness, parts of body affected, and object/substance that directly injured or made person ill (e.g. Second degree burns on right forearm from acetylene torch)	Death	Days away from work	Remained at work		Away From Work (days)	On job transfer or restriction (days)	(M) Injury	Skin Disorder	Respiratory Condition	Poisoning	Hearing Loss	All other illnesses
								Job transfer or restriction	Other record-able cases								
						(G)	(H)	(I)	(J)	(K)	(L)	(1)	(2)	(3)	(4)	(5)	(6)
1	Employee #1	Laborer	10/28/2020	Jobsite	Laceration of right hand and and wrist area			X			30	X					
12																	
					Page totals	*0*	*0*	*1*	*0*	*0*	*30*	*1*	*0*	*0*	*0*	*0*	*0*

Be sure to transfer these totals to the Summary page (Form 300A) before you post it.

Public reporting burden for this collection of information is estimated to average 14 minutes per response, including time to review the instruction, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistics, Room N-3644, 200 Constitution Ave, NW, Washington, DC 20210. Do not send the completed forms to this office.

OSHA's Form 300A (Rev. 01/2004)

Summary of Work-Related Injuries and Illnesses

Year 2020

U.S. Department of Labor
Occupational Safety and Health Administration
Form approved OMB no. 1218-0176

All establishments covered by Part 1904 must complete this Summary page, even if no injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete

Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the log. If you had no cases write "0."

Employees former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR 1904.35, in OSHA's Recordkeeping rule, for further details on the access provisions for these forms.

Number of Cases

Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
0	0	1	0
(G)	(H)	(I)	(J)

Number of Days

Total number of days away from work	Total number of days of job transfer or restriction
0	30
(K)	(L)

Injury and Illness Types

Total number of...	(M)		
(1) Injury	1	(4) Poisoning	0
(2) Skin Disorder	0	(5) Hearing Loss	0
(3) Respiratory Condition	0	(6) All Other Illnesses	0

Post this Summary page from February 1 to April 30 of the year following the year covered by the form

Public reporting burden for this collection of information is estimated to average 58 minutes per response, including time to review the instruction, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistics, Room N-3644, 200 Constitution Ave. NW, Washington, DC 20210. Do not send the completed forms to this office.

Establishment information

Your establishment name: Ascendent, LLC

Street: 219 12th St SE

City: Puyallup State: WA Zip: 98390

Industry description (e.g., Manufacture of motor truck trailers)
Demolition

Standard Industrial Classification (SIC), if known (e.g., SIC 3715)
1 7 9 5

OR North American Industrial Classification (NAICS), if known (e.g., 336212)
2 3 8 9 1 0

Employment information

Annual average number of employees: 70

Total hours worked by all employees last year: 121,009

Sign here

Knowingly falsifying this document may result in a fine.

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.

Heather Jo Esks
Company executive

Member
Title

253-939-4375
Phone

2/12/2021
Date

OSHA's Form 300 (Rev. 01/2004)
Log of Work-Related Injuries and Illnesses

Attention: This form contains information relating to employee health and must be used in a manner that protects the confidentiality of employees to the extent possible while the information is being used for occupational safety and health purposes.

Year 2021

U.S. Department of Labor
Occupational Safety and Health Administration

Form approved OMB no. 1218-0176

You must record information about every work-related injury or illness that involves loss of consciousness, restricted work activity or job transfer, days away from work, or medical treatment beyond first aid. You must also record significant work-related injuries and illnesses that are diagnosed by a physician or licensed health care professional. You must also record work-related injuries and illnesses that meet any of the specific recording criteria listed in 29 CFR 1904.8 through 1904.12. Feel free to use two lines for a single case if you need to. You must complete an injury and illness incident report (OSHA Form 301) or equivalent form for each injury or illness recorded on this form. If you're not sure whether a case is recordable, call your local OSHA office for help.

Establishment name: Ascendent, LLC

City: Puyallup State: WA

Identify the person				Describe the case		Classify the case											
						CHECK ONLY ONE box for each case based on the most serious outcome for that case:				Enter the number of days the injured or ill worker was:		Check the "injury" column or choose one type of illness:					
(A) Case No.	(B) Employee's Name	(C) Job Title (e.g., Welder)	(D) Date of injury or onset of illness (mo./day)	(E) Where the event occurred (e.g. Loading dock north end)	(F) Describe injury or illness, parts of body affected, and object/substance that directly injured or made person ill (e.g. Second degree burns on right forearm from acetylene torch)	Death	Days away from work	Remained at work		Away From Work (days)	On job transfer or restriction (days)	(M) Injury	Skin Disorder	Respiratory Condition	Poisoning	Hearing Loss	All other illnesses
								Job transfer or restriction	Other record-able cases								
						(G)	(H)	(I)	(J)	(K)	(L)	(1)	(2)	(3)	(4)	(5)	(6)
1	Employee #1	Laborer	04/09/2021	Jobsite	Orbital Floor Fracture			X			7	X					
2	Employee #2	Laborer	10/27/2021	Jobsite	Left Ankle Ligament Sprain			X			5	X					
					Page totals	*0*	*0*	*2*	*0*	*0*	*12*	*2*	*0*	*0*	*0*	*0*	*0*

Be sure to transfer these totals to the Summary page (Form 300A) before you post it.

	Injury	Skin Disorder	Respiratory Condition	Poisoning	Hearing Loss	All other illnesses
	(1)	(2)	(3)	(4)	(5)	(6)

Public reporting burden for this collection of information is estimated to average 14 minutes per response, including time to review the instruction, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistics, Room N-3644, 200 Constitution Ave, NW, Washington, DC 20210. Do not send the completed forms to this office.

OSHA's Form 300A (Rev. 01/2004)

Summary of Work-Related Injuries and Illnesses

Year 2021

U.S. Department of Labor
Occupational Safety and Health Administration

Form approved OMB no. 1218-0176

All establishments covered by Part 1904 must complete this Summary page, even if no injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete

Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the log. If you had no cases write "0."

Employees former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR 1904.35, in OSHA's Recordkeeping rule, for further details on the access provisions for these forms.

Number of Cases

Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
0	0	2	0
(G)	(H)	(I)	(J)

Number of Days

Total number of days away from work	Total number of days of job transfer or restriction
0	12
(K)	(L)

Injury and Illness Types

Total number of...	(M)		(M)
(1) Injury	2	(4) Poisoning	0
(2) Skin Disorder	0	(5) Hearing Loss	0
(3) Respiratory Condition	0	(6) All Other Illnesses	0

Post this Summary page from February 1 to April 30 of the year following the year covered by the form

Public reporting burden for this collection of information is estimated to average 58 minutes per response, including time to review the instruction, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistics, Room N-3644, 200 Constitution Ave. NW, Washington, DC 20210. Do not send the completed forms to this office.

Establishment Information

Your establishment name: Ascendent, LLC

Street: 219 12th St SE

City: Puyallup State: WA Zip: 98390

Industry description (e.g., Manufacture of motor truck trailers)
Demolition

Standard Industrial Classification (SIC), if known (e.g., SIC 3715)
1 7 9 5

OR North American Industrial Classification (NAICS), if known (e.g., 336212)
2 3 8 9 1 0

Employment information

Annual average number of employees: 70

Total hours worked by all employees last year: 180,547

Sign here

Knowingly falsifying this document may result in a fine.

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.

Company executive

Member
Title

253-939-4375
Phone

1/7/22
Date

OSHA's Form 300 (Rev. 01/2004)
Log of Work-Related Injuries and Illnesses

Attention: This form contains information relating to employee health and must be used in a manner that protects the confidentiality of employees to the extent possible while the information is being used for occupational safety and health purposes.

Year 2022

U.S. Department of Labor
Occupational Safety and Health Administration

Form approved OMB no. 1218-0176

You must record information about every work-related injury or illness that involves loss of consciousness, restricted work activity or job transfer, days away from work, or medical treatment beyond first aid. You must also record significant work-related injuries and illnesses that are diagnosed by a physician or licensed health care professional. You must also record work-related injuries and illnesses that meet any of the specific recording criteria listed in 29 CFR 1904.8 through 1904.12. Feel free to use two lines for a single case if you need to. You must complete an injury and illness incident report (OSHA Form 301) or equivalent form for each injury or illness recorded on this form. If you're not sure whether a case is recordable, call your local OSHA office for help.

Establishment name: Ascendent, LLC

City: Puyallup State: WA

Identify the person				Describe the case		Classify the case											
						CHECK ONLY ONE box for each case based on the most serious outcome for that case:				Enter the number of days the injured or ill worker was:		Check the "injury" column or choose one type of illness:					
(A) Case No.	(B) Employee's Name	(C) Job Title (e.g., Welder)	(D) Date of injury or onset of illness (mo./day)	(E) Where the event occurred (e.g. Loading dock north end)	(F) Describe injury or illness, parts of body affected, and object/substance that directly injured or made person ill (e.g. Second degree burns on right forearm from acetylene torch)	Death	Days away from work	Remained at work		Away From Work (days)	On job transfer or restriction (days)	(M) Injury	Skin Disorder	Respiratory Condition	Poisoning	Hearing Loss	All other illnesses
								Job transfer or restriction	Other record-able cases								
						(G)	(H)	(I)	(J)	(K)	(L)	(1)	(2)	(3)	(4)	(5)	(6)
1	Employee #1	Laborer	04/18/2022	Jobsite	Twisted Knee				X			X					
2	Employee #2	Laborer	05/03/2022	Jobsite	Fall from Scaffold			X				X					
3	Employee #3	Operator	7/12/2022	Jobsite	Struck in head by object			X				X					
4	Employee #4	Laborer	10/18/2022	Jobsite	Sore Elbow				X			X					
					Page totals	*0*	*0*	*2*	*2*	*0*	*0*	*4*	*0*	*0*	*0*	*0*	*0*

Be sure to transfer these totals to the Summary page (Form 300A) before you post it.

(1) Injury	(2) Skin Disorder	(3) Respiratory Condition	(4) Poisoning	(5) Hearing Loss	(6) All other illnesses

Public reporting burden for this collection of information is estimated to average 14 minutes per response, including time to review the instruction, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistics, Room N-3644, 200 Constitution Ave, NW, Washington, DC 20210. Do not send the completed forms to this office.

OSHA's Form 300A (Rev. 01/2004)

Summary of Work-Related Injuries and Illnesses

Year 2022

U.S. Department of Labor
Occupational Safety and Health Administration

Form approved OMB no. 1218-0176

All establishments covered by Part 1904 must complete this Summary page, even if no injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete

Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the log. If you had no cases write "0."

Employees former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR 1904.35, in OSHA's Recordkeeping rule, for further details on the access provisions for these forms.

Number of Cases

Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
0	0	2	2
(G)	(H)	(I)	(J)

Number of Days

Total number of days away from work	Total number of days of job transfer or restriction
0	0
(K)	(L)

Injury and Illness Types

Total number of...	(M)		(M)
(1) Injury	4	(4) Poisoning	0
(2) Skin Disorder	0	(5) Hearing Loss	0
(3) Respiratory Condition	0	(6) All Other Illnesses	0

Establishment information

Your establishment name Ascendent LLC

Street 219 12th St SE

City Puyallup State WA Zip 98390

Industry description (e.g., Manufacture of motor truck trailers)
Demolition

Standard Industrial Classification (SIC), if known (e.g., SIC 3715)
1 7 9 5

OR North American Industrial Classification (NAICS), if known (e.g., 336212)
2 3 8 9 1 0

Employment information

Annual average number of employees 95

Total hours worked by all employees last year 185,871

Sign here

Knowingly falsifying this document may result in a fine.

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.

Company executive

Member
Title

253-939-4375
Phone

1/10/2023
Date

Post this Summary page from February 1 to April 30 of the year following the year covered by the form

Public reporting burden for this collection of information is estimated to average 58 minutes per response, including time to review the instruction, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any aspects of this data collection, contact: US Department of Labor. OSHA Office of Statistics. Room N-3644. 200 Constitution Ave. NW. Washington. DC 20210. Do not send the completed forms to this office.

OSHA's Form 300 (Rev. 01/2004)
Log of Work-Related Injuries and Illnesses

Attention: This form contains information relating to employee health and must be used in a manner that protects the confidentiality of employees to the extent possible while the information is being used for occupational safety and health purposes.

12/31/2023
Year 2023

U.S. Department of Labor
Occupational Safety and Health Administration

Form approved OMB no. 1218-0176

You must record information about every work-related injury or illness that involves loss of consciousness, restricted work activity or job transfer, days away from work, or medical treatment beyond first aid. You must also record significant work-related injuries and illnesses that are diagnosed by a physician or licensed health care professional. You must also record work-related injuries and illnesses that meet any of the specific recording criteria listed in 29 CFR 1904.8 through 1904.12. Feel free to use two lines for a single case if you need to. You must complete an injury and illness incident report (OSHA Form 301) or equivalent form for each injury or illness recorded on this form. If you're not sure whether a case is recordable, call your local OSHA office for help.

Establishment name: Ascendent LLC.

City: Puyallup State: WA

Identify the person			Describe the case			Classify the case											
						CHECK ONLY ONE box for each case based on the most serious outcome for that case:				Enter the number of days the injured or ill worker was:		Check the "injury" column or choose one type of illness:					
(A) Case No.	(B) Employee's Name	(C) Job Title (e.g., Welder)	(D) Date of injury or onset of illness (mo./day)	(E) Where the event occurred (e.g. Loading dock north end)	(F) Describe injury or illness, parts of body affected, and object/substance that directly injured or made person ill (e.g. Second degree burns on right forearm from acetylene torch)	Death (G)	Days away from work (H)	Remained at work: Job transfer or restriction (I)	Remained at work: Other record-able cases (J)	Away From Work (days) (K)	On job transfer or restriction (days) (L)	(M) Injury (1)	Skin Disorder (2)	Respiratory Condition (3)	Poisoning (4)	Hearing Loss (5)	All other illnesses (6)
BJ04902	Employee #1	Laborer	4/6/23	Warehouse Loading Dock	Lift gate crushed L ring finger			X		36	52	x					
BM53950	Employee #2	Laborer	5/3/23	Jobsite	Pipe fell on R hand			X		38	65	x					
BJ15232	Employee #3	Laborer	5/16/23	Jobsite	Pry bar smacked face breaking tooth				X		98	x					
BM61757	Employee #4	Laborer	6/21/23	Jobsite	Fell off fixed ladder landing on R foot			X		70		x					
					Page totals	*0*	*0*	*3*	*1*	*144*	*213*	*4*	*0*	*0*	*0*	*0*	*0*

Be sure to transfer these totals to the Summary page (Form 300A) before you post it.

Public reporting burden for this collection of information is estimated to average 14 minutes per response, including time to review the instruction, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistics, Room N-3644, 200 Constitution Ave, NW, Washington, DC 20210. Do not send the completed forms to this office.

OSHA's Form 300A (Rev. 01/2004)

Summary of Work-Related Injuries and Illnesses

Year 2023

U.S. Department of Labor
Occupational Safety and Health Administration

Form approved OMB no. 1218-0176

All establishments covered by Part 1904 must complete this Summary page, even if no injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete

Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the log. If you had no cases write "0."

Employees, former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR 1904.35, in OSHA's Recordkeeping rule, for further details on the access provisions for these forms.

Number of Cases

Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
0	3	1	1
(G)	(H)	(I)	(J)

Number of Days

Total number of days away from work	Total number of days of job transfer or restriction
144	213
(K)	(L)

Injury and Illness Types

Total number of...	(M)		(M)
(1) Injury	4	(4) Poisoning	0
(2) Skin Disorder	0	(5) Hearing Loss	0
(3) Respiratory Condition	0	(6) All Other Illnesses	0

Post this Summary page from February 1 to April 30 of the year following the year covered by the form

Public reporting burden for this collection of information is estimated to average 58 minutes per response, including time to review the instruction, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistics, Room N-3644, 200 Constitution Ave, NW, Washington, DC 20210. Do not send the completed forms to this office.

Establishment Information

Your establishment name Ascendent LLC.

Street 219 12th St SE

City Puyallup State WA Zip 98372

Industry description (e.g., Manufacture of motor truck trailers)
Demolition

Standard Industrial Classification (SIC), if known (e.g., SIC 3715)
____ ____ ____ ____

OR North American Industrial Classification (NAICS), if known (e.g., 336212)
2 3 8 9 1 0

Employment Information

Annual average number of employees 105

Total hours worked by all employees last year 225,690

Sign here

Knowingly falsifying this document may result in a fine.

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.

Heather M Esker
Company executive

Member
Title

253-939-4375
Phone

7/19/24
Date

OSHA's Form 300 (Rev. 01/2004)
Log of Work-Related Injuries and Illnesses

Attention: This form contains information relating to employee health and must be used in a manner that protects the confidentiality of employees to the extent possible while the information is being used for occupational safety and health purposes.

12/31/2024

Year 2024

U.S. Department of Labor
Occupational Safety and Health Administration

Form approved OMB no. 1218-0176

You must record information about every work-related injury or illness that involves loss of consciousness, restricted work activity or job transfer, days away from work, or medical treatment beyond first aid. You must also record significant work-related injuries and illnesses that are diagnosed by a physician or licensed health care professional. You must also record work-related injuries and illnesses that meet any of the specific recording criteria listed in 29 CFR 1904.8 through 1904.12. Feel free to use two lines for a single case if you need to. You must complete an injury and illness incident report (OSHA Form 301) or equivalent form for each injury or illness recorded on this form. If you're not sure whether a case is recordable, call your local OSHA office for help.

Establishment name: Ascendent LLC.

City: Puyallup State: WA

Identify the person				Describe the case		Classify the case											
						CHECK ONLY ONE box for each case based on the most serious outcome for that case:				Enter the number of days the injured or ill worker was:		Check the "injury" column or choose one type of illness:					
(A) Case No.	(B) Employee's Name	(C) Job Title (e.g., Welder)	(D) Date of injury or onset of illness (mo./day)	(E) Where the event occurred (e.g. Loading dock north end)	(F) Describe injury or illness, parts of body affected, and object/substance that directly injured or made person ill (e.g. Second degree burns on right forearm from acetylene torch)	Death	Days away from work	Remained at work		Away From Work (days)	On job transfer or restriction (days)	(M) Injury	Skin Disorder	Respiratory Condition	Poisoning	Hearing Loss	All other illnesses
								Job transfer or restriction	Other record-able cases								
						(G)	(H)	(I)	(J)	(K)	(L)	(1)	(2)	(3)	(4)	(5)	(6)
BL56079	Employee #2	Laborer	7/16/2024	Jobsite	Impaled by T-Post in unguarded pipe		X			48	0	X					
					Page totals	*0*	*1*	*0*	*0*	*48*	*0*	*1*	*0*	*0*	*0*	*0*	*0*

Be sure to transfer these totals to the Summary page (Form 300A) before you post it.

	Injury	Skin Disorder	Respiratory Condition	Poisoning	Hearing Loss	All other illnesses
	(1)	(2)	(3)	(4)	(5)	(6)

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OSHA's Form 300A (Rev. 01/2004)

Summary of Work-Related Injuries and Illnesses

Year 2024

U.S. Department of Labor
Occupational Safety and Health Administration
Form approved OMB no. 1218-0176

All establishments covered by Part 1904 must complete this Summary page, even if no injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete

Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the log. If you had no cases write "0."

Employees former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR 1904.35, in OSHA's Recordkeeping rule, for further details on the access provisions for these forms.

Number of Cases

Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
0	1	0	0
(G)	(H)	(I)	(J)

Number of Days

Total number of days away from work	Total number of days of job transfer or restriction
48	0
(K)	(L)

Injury and Illness Types

Total number of...	(M)		
(1) Injury	1	(4) Poisoning	0
(2) Skin Disorder	0	(5) Hearing Loss	0
(3) Respiratory Condition	0	(6) All Other Illnesses	0

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Establishment information

Your establishment name: Ascendent LLC.

Street: 219 12th St SE

City: Puyallup State: WA Zip: 98372

Industry description (e.g., Manufacture of motor truck trailers)
Demolition

Standard Industrial Classification (SIC), if known (e.g., SIC 3715)

OR North American Industrial Classification (NAICS), if known (e.g., 336212)
2 3 8 9 1 0

Employment information

Annual average number of employees: 122

Total hours worked by all employees last year: 254,051

Sign here

Knowingly falsifying this document may result in a fine.

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.

Company executive

Director of HR
Title

253-939-4375
Phone

1/4/2025
Date

Jeff Hazlewood

From: David Saber
Sent: Monday, August 18, 2025 2:15 PM
To: Jeff Hazlewood; Deanna Peters
Cc: Jon Ross
Subject: RE: Elevated Water Tank (Idaho Falls ID) Bidder Qualifications Form
Attachments: OSHA 300A 2020.pdf; OSHA 300A 2021.pdf; OSHA 300A 2022.pdf; OSHA 300A 2023.pdf; OSHA 300A 2024.pdf

Follow Up Flag: Follow up
Flag Status: Flagged

Jeff,

Find the attached.

Citation #1 – 3/15/2022 – General Violation – Failure to update notification to LNI o□abatement dates. "The employer did not communicate to the Department changes in the start and stop dates o□an asbestos project greater than 48 square □eet by filing a correct amended notice. Two notices were filed □or the roo□abatement work at 5975 E Marginal Way Seattle, WA 98134, which both indicated project dates o□1/18/22 to 2/11/22. Abatement contractor was not onsite on 1/24/22 and no amended notice was filed."

Citation #2 – 12/08/2023 – Serious Violation – Failure to □ollow fit test procedures
"The employer conducted a respirator fit test □or an employee who had □acial hair that could inter□ere with the respirator's seal. At least one employee □rom Wheeler Construction donned a hal□-□ace respirator with □acial hair during the demolition o□a structure that had asbestos-containing roofing material. The employer permitted this employee to don a respirator through an improper fit test during which conditions that may inter□ere with the respirator seal were identified, but not addressed"
Citation #3 – 12/08/2023 – General Violation – Pre abatement monitoring not completed
"The employer did not per□orm preabatement air monitoring, which must be conducted □or comparison to clearance monitoring prior to per□orming work on asbestos abatement projects. At least two employees conducted Class II abatement o□approximately 230 square □eet o□asbestos-containing vinyl asbestos tile and mastic without per□orming preabatement air monitoring. Without the preabatement monitoring, the employer cannot accurately compare the monitoring results to the clearance monitoring results."

Inspection 31797563 – 6 pending violations – 5 serious and 1 general violation
Currently, 3 o□these violations have been □ound not committed. Pending appeals on remaining items.

Let me know i□you need anything else.

Thanks,

David Saber

Memorandum

File #: 25-369 **City Council Meeting**

FROM: Chris H Fredericksen, Public Works Director
DATE: Thursday, September 4, 2025
DEPARTMENT: Public Works

Subject
Elevated Water Tank Demolition Project

Council Action Desired
☐ Ordinance ☐ Resolution ☐ Public Hearing
☒ Other Action (Approval, Authorization, Ratification, etc.)
Find that it is impractical to obtain three (3) bids for the Elevated Water Tank Demolition project and authorize Public Works to acquire the work from qualified public works contractor(s) on the open market, as permitted by Idaho Code § 67-2805(1)(e), (or take other action deemed appropriate).

Description, Background Information & Purpose
On Tuesday, August 26, 2025, a single contractor prequalification packet was received for the Elevated Water Tank Demolition project from Ascendent LLC. The submittal did not meet the minimum specified criteria for prequalification. Therefore, Public Works is requesting approval to negotiate this work on the open market.

Alignment with City & Department Planning Objectives
☐ ☒ ☐ ☐ ☐ ☐ ☐ ☐

This action supports the community-oriented result of good governance by complying with Idaho Code § 67-2805 for the procurement of public works construction.

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

Fiscal Impact
N/A

Legal Review
The Legal Department has determined that the action is compliant with the Idaho State Code.

2-37-24-1-WTR-2026-24
2025-051

Memorandum

File #: 25-370 **City Council Meeting**

FROM: Chris H Fredericksen, Public Works Director
DATE: Thursday, September 4, 2025
DEPARTMENT: Public Works

Subject
Professional Services Agreement with NBW Architects to Design a New Shared Street and Sanitation Division Administrative Building

Council Action Desired
☐ Ordinance ☐ Resolution ☐ Public Hearing
☒ Other Action (Approval, Authorization, Ratification, etc.)
Approve the Professional Services Agreement with NBW Architects, P.A., and authorize the Mayor and City Clerk to execute the necessary documents (or take other action deemed appropriate).

Description, Background Information & Purpose
Attached for your consideration is a Professional Services Agreement with NBW Architects to design a new shared administration building for the Street and Sanitation Divisions. The building is proposed to be sited on property currently owned by the city along Pop Kroll Way.

Alignment with City & Department Planning Objectives
☐ ☐ ☒ ☐ ☐ ☐ ☐ ☐

This Agreement supports the community-oriented result of well-planned growth and development by taking steps to design a new shared administrative building in support of a growing community.

Interdepartmental Coordination
Interdepartmental coordination will take place as needed to complete the tasks associated with the Agreement.

Fiscal Impact
The total not-to-exceed cost to complete the described work amounts to $280,000. Sufficient budget and spending authority exist within the Street and Sanitation Funds to execute the Agreement.

Legal Review
The Agreement was prepared by the office of the City Attorney.

2025-053

AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN NBW ARCHITECTS, P.A., AND THE CITY OF IDAHO FALLS, IDAHO

THIS AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN NBW ARCHITECTS, P.A., AND THE CITY OF IDAHO FALLS, IDAHO, (hereinafter "Agreement"), is made and entered into this 4th day of September, 2025, by and between 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 ("CITY"), and NBW Architects, P.A., whose address is P.O. Box 2212, Idaho Falls, Idaho 83403-2212 ("ARCHITECT").

W I T N E S S E T H:

WHEREAS, the City is in need of professional architectural and design services for the CITY's new Street and Sanitation Administration Building; and

WHEREAS, ARCHITECT is qualified and experienced in providing professional architect services; and

WHEREAS, ARCHITECT agrees to provide professional services related to the Project as further described herein.

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

SECTION I: SCOPE OF WORK

Architect shall provide all architectural and design services necessary for CITY to demolish an existing building (the "Existing Building") and construct a new Street and Sanitation Administration Building (the "New Building") for the City's Public Works Department (the "Project"). This Project shall be located at 2480 Popkroll Way, Idaho Falls, Idaho 83401.

A. Design (10 months).

1. ARCHITECT agrees to provide architectural designs and documentations for a the Project. ARCHITECT's design services shall include a demolition plan for Existing Building; and building design, furniture, fixtures and equipment, information technology accommodations, civil site plan development, initial project cost estimation for budgeting purposes, utility relocation coordination (if required), and all other work required to assemble complete plans for New Building. ARCHITECT shall also project cost estimate, (general estimate at 30% design and a more detailed estimate to be provided at 90% design), and specifications for demolition/construction bidding.

2. The architectural design and documentation shall include:

    a. Schematic design;

b. Design development;
c. Construction documents;
d. Bidding documents;
e. Construction administration; and
f. Project closeout.

B. New Building specifications:

The New Building shall consist of approximately 10,000 square feet. It shall have a common main entry and greeting area that eventually splits into two separate sides of the building: one that houses the Street Division and the other housing the Sanitation Division. The New Building shall also consist of the following:

1. A common reception area for four (4) employees;
2. Separated Street and Sanitation office space;
3. Offices for seven (7) Street employees;
4. Offices for seven (7) Sanitation employees;
5. Restrooms that follow code requirements;
6. A shared conference/training room for sixty-six (66) employees;
7. A shared conference room (different to the above referenced conference room) that accommodates seating for up to twelve (12) employees;
8. A traffic control center that accommodates up to four (4) work stations;
9. A shared lunchroom with kitchenette that can be occupied by up to sixty-six (66) employee;
10. An outdoor covered eating area;
11. A locker room for up to sixty-six (66) employees; and
12. Storage space.

C. ARCHITECT shall provide to CITY an estimate for its costs related to the architecture and design of the Project.

D. CITY shall furnish all required surveying .

SECTION II:

A. Independent Contractor.

The contracting Parties warrant by their signature that no employer/employee relationship is established between ARCHITECT and CITY by the terms of this Agreement. It is understood by the parties hereto that ARCHITECT is an independent contractor and as such neither it nor its employees, if any, are employees of CITY for purposes of tax, retirement system, or social security (FICA) withholding.

B. Fees and Conditions for Professional Services.

1. Payment for all services described in this Agreement is provided in accordance with the cost described in Section II.B.2. of this Agreement.

2. The cost for ARCHITECT's services as described in Section I, Scope of Work, is an amount not-to-exceed Two-Hundred Eighty Thousand Dollars ($280,000.00).

SECTION III:

A. Termination of Agreement.

This Agreement may be terminated by ARCHITECT upon thirty (30) days written notice, should CITY fail to substantially perform in accordance with its terms through no fault of ARCHITECT. CITY may terminate this Agreement with thirty (30) days notice without cause and without further liability to ARCHITECT except as designated by this section. In the event of termination, ARCHITECT shall be paid for services performed to termination date, based upon the work completed. All work including reports, shall become the property of, and shall be surrendered to, CITY.

B. Extent of Agreement.

This Agreement may be amended only by written instrument signed by both Parties hereto.

C. Termination of Project.

If any portion of the Project covered by this Agreement shall be suspended, abated, abandoned or terminated, CITY shall pay ARCHITECT for the services rendered to the date of such suspended, abated, abandoned or terminated work; the payment to be based, insofar as possible, on the amounts established in this Agreement or, where the Agreement cannot be applied, the payment shall be based upon a reasonable estimate as mutually agreed upon between the two (2) Parties as to the percentage of the work completed.

D. Compliance with Law.

ARCHITECT shall, at all times during the term of this Agreement, comply with all State of Idaho, federal, and Idaho Falls laws, codes, regulations, and policies relative to ARCHITECT's services.

E. Indemnification.

ARCHITECT agrees, to the fullest extent permitted by law, to indemnify and hold harmless CITY against damages, liabilities and costs arising from the negligent acts of ARCHITECT in the performance of professional services under this Agreement, to the extent that ARCHITECT is responsible for such damages, liabilities and costs on a comparative basis of fault and responsibility between ARCHITECT and CITY. ARCHITECT shall not be obligated to indemnify CITY for CITY's sole negligence.

F. Costs and Attorney Fees.

In the event either Party incurs legal expenses to enforce the terms and conditions of this Agreement, the prevailing Party is entitled to recover reasonable attorney's fees and other costs and expenses, whether the same are incurred with or without suit.

G. Jurisdiction and Venue.

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

H. Binding of Successors.

CITY and ARCHITECT each bind themselves, their partners, successors, assigns, and legal representatives to the other parties to this Agreement and to the partner, successors, assigns, and legal representatives of such other parties with respect to all covenants of this Agreement.

I. Modification and Assignability of Agreement.

This Agreement contains the entire agreement between the parties concerning Project, and no statements, promises, or inducements made by either Party, or agents of either Party, are valid or binding unless contained herein. This Agreement may not be enlarged, modified, or altered except upon written agreement signed by the Parties hereto. ARCHITECT may not subcontract or assign its rights (including the right to compensation) or duties arising hereunder without the prior written consent and express authorization of CITY. Any such subcontractor or assignee shall be bound by all of the terms and conditions of this Agreement as if named specifically herein.

J. CITY's Representatives.

CITY shall designate a representative authorized to act in behalf of CITY. The authorized representative shall examine the documents of the work as necessary and shall render decisions related thereto in a timely manner so as to avoid unreasonable delays.

K. Conflict of Interest.

ARCHITECT covenants that they presently have no interest and will not acquire any interest, direct or indirect, in Project which would conflict in any manner or degree with the performance of services hereunder. ARCHITECT further covenants that, in performing this Agreement, they will employ no person who has any such interest.

L. Ownership and Publication of Materials.

CITY and ARCHITECH acknowledge and agree that CITY is subject to the Idaho Public Records Act, Idaho Code § 74-101, *et seq*. CITY and ARCHITECT agree that CITY, with this AGREEMENT, acquires the right to use all plans, reports, information, data, and other materials delivered to CITY by ARCHITECT pursuant to this AGREEMENT and CITY shall have the authority to release, publish, or otherwise use them, in whole or in part. Nothing in this section shall constrain ARCHITECT from using materials for other trainings or projects with other entities.

M. Non-discrimination.

ARCHITECT 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, veteran's status, or national origin.

N. Anti-Boycott Against Israel Act.

Pursuant to Idaho Code section 67-2346, if payments under this Agreement exceed one hundred thousand dollars ($100,000) and ARCHITECT employs ten (10) or more persons, ARCHITECT certifies that it is not currently engaged in, and will not for the duration of this Agreement engage in, a boycott of goods or services from Israel or territories under its control. The terms in this Paragraph that are defined in Idaho Code § 67-2346 shall have the meaning defined therein.

O. Anti-Boycott of Certain Sectors

Pursuant to Idaho Code § 67-2347A, if payments under this Agreement exceed one hundred thousand dollars ($100,000) and ARCHITECT employs ten (10) or more persons, ARCHITECT certifies that it is not currently engaged in and will not for the duration of the Agreement engage in a boycott of any individual or company because the individual or company engages in or supports either (1) the exploration, production, utilization, transportation, sale, or manufacture of fossil fuel-based energy, timber, minerals, hydroelectric power, nuclear energy, or agriculture; or (2) the manufacture, distribution, sale, or use of firearms, as defined in Idaho Code § 18-3302(2)(d). The terms in this Paragraph that are defined in Idaho Code § 67-2347A shall have the meaning defined therein.

P. Certification of No Chinese Ownership.

Pursuant to Idaho Code § 67-2359, ARCHITECT certifies that ARCHITECT is not currently owned or operated by the government of the People's Republic of China and will not, for the duration of this Agreement, be owned or operated by the government of the People's Republic China.

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

"CITY"
City of Idaho Falls, Idaho

By _____
Rebecca Noah Casper, Mayor

"ARCHITECT"
NBW Architects, P.A.

By _____
Nick Hansen, Lead Architect

STATE OF IDAHO)
) ss.
County of Bonneville)

On this _____day of _____, 2025, before me, the undersigned, a notary public for Idaho, personally appeared Rebecca Noah Casper, 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.

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

STATE OF _____)
) ss:
County of _____)

On this _____day of _____, 2025, before me, the undersigned, a notary public, in and for said State, personally appeared Nick Hansen, known or identified to me to be the Lead Architect with NBW Architects, P.A.., and whose name is subscribed to the within instrument and acknowledged to me that they are authorized to execute the same for and on behalf said NBW Architects, P.A.

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

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

Memorandum

File #: 25-373 **City Council Meeting**

FROM: Chris H Fredericksen, Public Works Director
DATE: Thursday, September 4, 2025
DEPARTMENT: Public Works

Subject
Change Order 7 - Pancheri Drive Bridge over the Snake River Rehabilitation Project

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

Description, Background Information & Purpose
Attached for consideration is change order #7 with Cannon Builders. The change order provides a payment mechanism for the removal of 286 linear feet of lane markings, an additional 75 linear feet of curb, adds 4 - 30" channelizers, and provides for 13 additional days of a message board rental.
The agreed-upon cost to complete the additional work is $9,763.28.

Change orders 1-5 were approved in accordance with Resolution 2020-26, which allows staff to approve change orders up to 15% of the contract amount. Change orders 6 and 7 exceed the 15% threshold for staff approval triggering the need for Council approval. A summary of all 7 project change orders is included as an attachment.

Alignment with City & Department Planning Objectives
☐ ☐ ☐ ☐ ☐ ☐ ☐ ☒

This action supports the community-oriented result of reliable public infrastructure and transportation by providing improvements to the Pancheri Bridge over the Snake River.

Interdepartmental Coordination
All interdepartmental coordination required for this change order has taken place.

Fiscal Impact
Cost allocation for this project, including change orders, is provided solely through a Strategic Initiatives Grant from the Idaho Transportation Department. No additional funds are required of the city

Legal Review
The Legal Department has reviewed the change order.

2-37-24-4-STR-2020-21
2025-052

Pancheri Drive Bridge over the Snake River Rehabilitation Project

Original Contract Amount: **$2,411,710.45**

Change Order	Described Work	Cost	% Increase
1	25th E Girder Replacement	$ 251,195.50	110.4%
2	Epoxy Overlay (Bridgeport, Southpoint & Garfield)	$ 73,867.44	113.5%
3	Lighting Conduit Replacement	$ 18,425.79	114.2%
4	Additional Traffic Control for Epoxy Overlay	$ 15,000.00	114.9%
5	Furnish and Install Additional Rebar in E Abutment	$ 4,200.00	115.0%
6	Install Plate for Compression Seal	$ 6,861.49	115.3%
7	Stripe Removal, Message Board, Curb and Channelizers	$ 9,763.28	115.7%
		$ 379,313.50	
	Total Cost (Original Contract + Change Orders)	**$2,791,023.95**	**115.7%**

CITY OF IDAHO FALLS
ENGINEERING DEPARTMENT
Contract Change Order

Project: Pancheri Bridge over Snake River Rehab Change Order No: 7
Project No: 2-37-24-4-STR-2020-21 Page Number: 1 of 2
Date: March 12, 2025

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

Provide for the installation

Increase:

Stripe Removal 286 LF @ $4.73	$1,352.78
Message Board 13 Days @ $262.50	$3,412.50
Curb 75 LF @ $63.00	$4,725.00
30” Channelizers 4 EA @ $68.25	$273.00
Total Increase:	$9,763.28
Net Change Total:	$9,763.28

CITY OF IDAHO FALLS
ENGINEERING DEPARTMENT
Contract Change Order

Project: Pancheri Bridge Over Snake River Rehab — Change Order No: 7
Project No: 2-37-24-4-STR-2020-21 — Page Number: 2 of 2
Date: March 12, 2025

Contract Time Adjustment: 0 Calendar Days
New Contract Completion Date: November 29, 2024
Contract Amount Prior to Change Order: **$2,781,260.67**
Total Estimated Increase in Contract Amount: **$9,763.28**
New Contract Amount: **$2,791,023.95**

We, the undersigned Contractor, agree that if this proposal is approved, we will perform the work detailed above and accept payment at the prices shown for the respective items, in accordance with the terms of the original contract or as herein provided.

Contractor Acceptance

By: _____ _____
Contractor — Date

By: _____ _____
Signature — Title

Approved for City of Idaho Falls

_____
Date

_____ _____
Public Works Director — Attest, Office Specialist

Memorandum

File #: 25-367 **City Council Meeting**

FROM: Chris H Fredericksen, Public Works Director
DATE: Thursday, September 4, 2025
DEPARTMENT: Public Works

Subject
Bid Award - E Street from Memorial Drive to Yellowstone Avenue

Council Action Desired
☐ Ordinance ☐ Resolution ☐ Public Hearing
☒ Other Action (Approval, Authorization, Ratification, etc.)
Approve the plans and specifications; award to the lowest responsive, responsible bidder, H-K Contractors, in the amount of $942,469.00; and give authorization for the Mayor and City Clerk to execute the necessary documents (or take other action deemed appropriate).

Description, Background Information & Purpose
On Wednesday, September 3, 2025, bids were received and opened for the E Street from Memorial Drive to Yellowstone Avenue project. The bid tabulation is attached. The project will involve constructing a second eastbound lane between Park Avenue and Shoup Avenue, install storm drain improvements and includes two new rapid flashing beacons to better accommodate pedestrians.

Alignment with City & Department Planning Objectives
☐ ☐ ☐ ☐ ☐ ☐ ☐ ☒

This project supports the community-oriented result of reliable public infrastructure and transportation by making improvements to E Street.

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

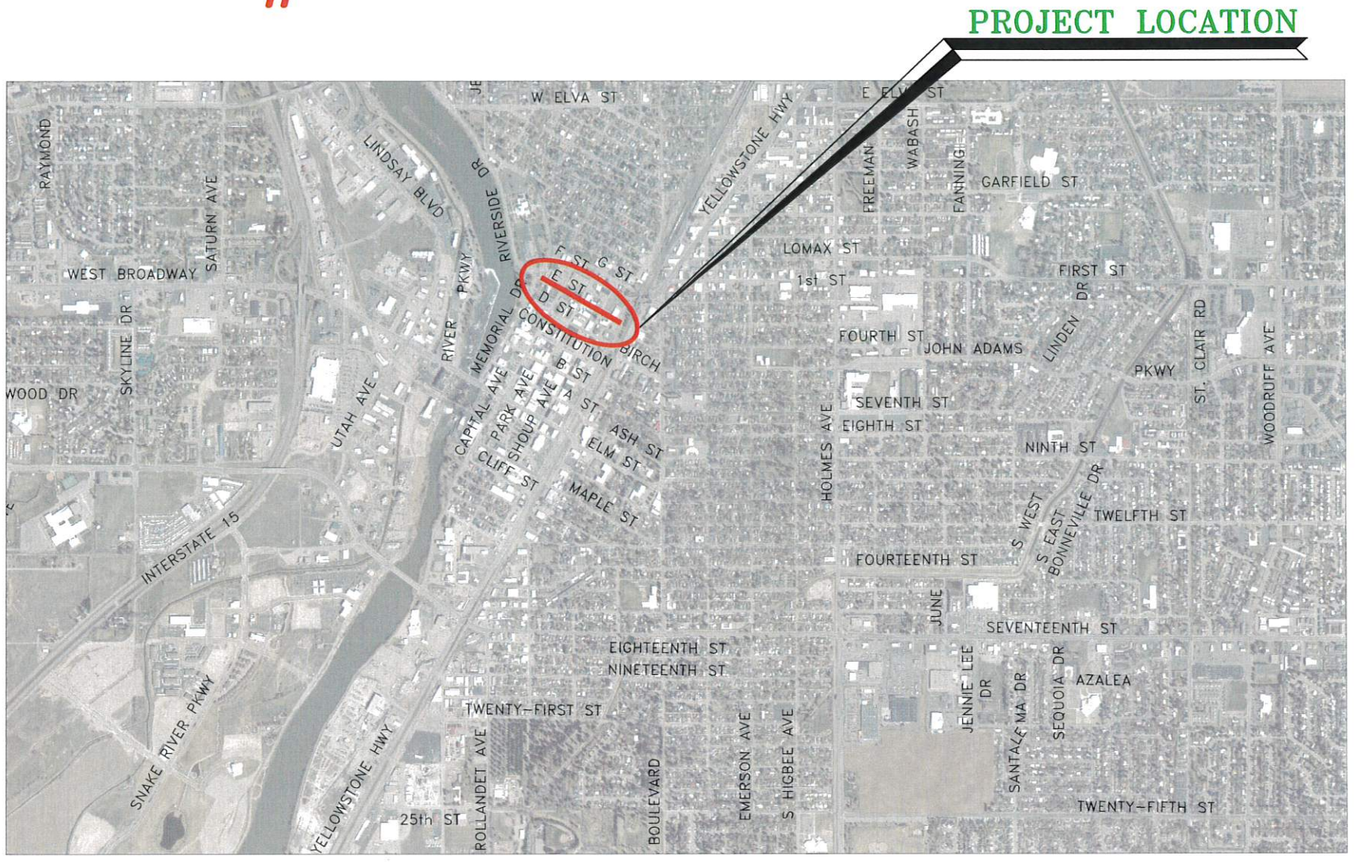
Fiscal Impact
Cost allocation for this project was budgeted from the Public Works Capital Improvement Fund, Water Fund, Wastewater Fund and Traffic Capital Improvement Fund. Sufficient funding and budget authority exist for completion of the proposed improvements

Legal Review
The Legal Department reviewed the bid process and concurs that the desired Council action is compliant with the Idaho State Code.

2-38-19-2-STR-2024-26
2025-49

E Street–Memorial to Yellowstone

PROJECT # 2-38-19-2-STR-2024-26





MAYOR

Rebecca L. Noah Casper

CITY COUNCIL

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

ENGINEERING DIVISION

PUBLIC WORKS DIRECTOR
Chris H Fredericksen, P.E.

CITY ENGINEER
Jon Knowles, P.E.

2025

PROFESSIONAL ENGINEER REGISTERED 14787 STATE OF IDAHO JONATHAN W. KNOWLES
08/20/2025

AS BUILT DATE / BY: ____ / ____

SCALE SHOWN IS FOR SHEET 11 x 17 ONLY

ENGINEERING DIVISION

IDAHO FALLS PUBLIC WORKS

E STREET – MEMORIAL TO YELLOWSTONE
TITLE PAGE

CHECKED BY:	DESIGN TECH:	DATE PLOTTED:	SHEET NO.
CW	CW	8/20/2025	1 OF 13

F:\Projects\STR\STR-2024-26\Dsg\STR-2024-26 - Title Page.dwg

City of Idaho Falls

Engineering Division

Engineer's Estimate

Project: E Street - Memorial to Yellowstone ***Number:*** 2-38-19-2-STR-2024-26

Submitted: Jon Knowles, P.E. ***Date:*** September 3, 2025

Reference Number	Description	Estimated Quantity	Unit	Engineer's Estimate		H-K Contractors, Inc		Knife River Corporation		Suncore Construction & Materials, Inc.		JM Concrete Inc.		Schreder & Brandt MFG., Inc	
				Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount
	DIVISION 200 - EARTHWORK														
201.4.1.D.1	Removal of Concrete	509	SY	$30.00	$15,270.00	$35.50	$18,069.50	$10.00	$5,090.00	$37.50	$19,087.50	$20.00	$10,180.00	$106.00	$53,954.00
201.4.1.E.1	Removal of Curb & Gutter	735	LF	$25.00	$18,375.00	$13.00	$9,555.00	$4.00	$2,940.00	$17.00	$12,495.00	$10.00	$7,350.00	$30.00	$22,050.00
201.4.1.F.1.a	Removal of Hydrant	2	EA	$3,100.00	$6,200.00	$1,660.00	$3,320.00	$675.00	$1,350.00	$1,400.00	$2,800.00	$5,000.00	$10,000.00	$2,420.00	$4,840.00
201.4.1.F.1.b	Removal of Inlet Box	2	EA	$2,000.00	$4,000.00	$2,000.00	$4,000.00	$500.00	$1,000.00	$865.00	$1,730.00	$3,000.00	$6,000.00	$1,320.00	$2,640.00
201.4.1.F.1.c	Removal of Existing Pole Base	4	EA	$2,000.00	$8,000.00	$1,700.00	$6,800.00	$1,570.00	$6,280.00	$700.00	$2,800.00	$2,000.00	$8,000.00	$1,980.00	$7,920.00
201.4.1.F.1.d	Removal of Junction Box	4	EA	$1,000.00	$4,000.00	$1,440.00	$5,760.00	$1,800.00	$7,200.00	$430.00	$1,720.00	$1,200.00	$4,800.00	$1,320.00	$5,280.00
202.4.1.A.1	Excavation	5432	CY	$30.00	$162,960.00	$18.00	$97,776.00	$26.00	$141,232.00	$36.25	$196,910.00	$10.00	$54,320.00	$65.00	$353,080.00
	DIVISION 300 - TRENCHING														
307.4.1.F.1	Type "P" Surface Restoration (Asphalt Roadway)	447	LF	$130.00	$58,110.00	$26.50	$11,845.50	$90.00	$40,230.00	$106.00	$47,382.00	$160.00	$71,520.00	$56.00	$25,032.00
	DIVISION 400 - WATER														
401.4.1.A.1.a	8" Water Main Pipe	89	LF	$90.00	$8,010.00	$55.00	$4,895.00	$95.00	$8,455.00	$74.50	$6,630.50	$500.00	$44,500.00	$275.00	$24,475.00
401.4.1.A.1.b	12" Water Main Pipe	264	LF	$100.00	$26,400.00	$25.00	$6,600.00	$60.00	$15,840.00	$119.50	$31,548.00	$500.00	$132,000.00	$355.00	$93,720.00
402.4.1.A.1	12" Valve – Butterfly	1	EA	$1,500.00	$1,500.00	$2,050.00	$2,050.00	$1,375.00	$1,375.00	$985.00	$985.00	$5,000.00	$5,000.00	$5,500.00	$5,500.00
404.4.1.B.1	Replace Water Service, 1"	3	EA	$5,000.00	$15,000.00	$3,300.00	$9,900.00	$3,200.00	$9,600.00	$3,210.00	$9,630.00	$5,000.00	$15,000.00	$2,530.00	$7,590.00
	DIVISION 600 - CULVERTS & STORM DRAINS														
601.4.1.A.5.	12" Storm Drain Pipe	437	LF	$90.00	$39,330.00	$60.00	$26,220.00	$80.00	$34,960.00	$135.00	$58,995.00	$500.00	$218,500.00	$179.00	$78,223.00
602.4.1.A.1.a	Storm Drain Manhole – Type A	2	EA	$7,500.00	$15,000.00	$5,200.00	$10,400.00	$4,950.00	$9,900.00	$5,185.00	$10,370.00	$5,000.00	$10,000.00	$16,500.00	$33,000.00
602.4.1.A.1.b	Storm Drain Shallow Manhole – Type A	4	EA	$7,500.00	$30,000.00	$5,200.00	$20,800.00	$4,950.00	$19,800.00	$4,760.00	$19,040.00	$5,000.00	$20,000.00	$13,700.00	$54,800.00
602.4.1.F.1.a	Catch Basin – Type IV (2' X 3')	3	EA	$4,500.00	$13,500.00	$3,175.00	$9,525.00	$4,650.00	$13,950.00	$4,080.00	$12,240.00	$5,000.00	$15,000.00	$3,300.00	$9,900.00
602.4.1.F.1.b	Catch Basin – Type IV (30" Diameter)	1	EA	$4,500.00	$4,500.00	$3,300.00	$3,300.00	$4,250.00	$4,250.00	$3,520.00	$3,520.00	$5,000.00	$5,000.00	$3,300.00	$3,300.00
	DIVISION 700 - CONCRETE														
706.4.1.A.7	Curb and Gutter, Type Standard	735	LF	$75.00	$55,125.00	$50.00	$36,750.00	$70.00	$51,450.00	$44.00	$32,340.00	$50.00	$36,750.00	$40.00	$29,400.00
706.4.1.E.1.a	Concrete Sidewalks, thickness 4"	280	SY	$180.00	$50,400.00	$81.00	$22,680.00	$100.00	$28,000.00	$126.00	$35,280.00	$100.00	$28,000.00	$169.00	$47,320.00
706.4.1.E.1.c	Concrete Sidewalks, thickness 7"	229	SY	$220.00	$50,380.00	$115.00	$26,335.00	$135.00	$30,915.00	$165.00	$37,785.00	$130.00	$29,770.00	$189.00	$43,281.00
	DIVISION 800 - AGGREGATES & ASPHALT														
801.4.1.A.1	6" Minus Uncrushed Aggregate Base	2938	CY	$50.00	$146,900.00	$38.00	$111,644.00	$40.00	$117,520.00	$53.00	$155,714.00	$10.00	$29,380.00	$96.00	$282,048.00
802.4.1.A.1	Crushed Aggregate for Base Type 1	1614	CY	$75.00	$121,050.00	$60.00	$96,840.00	$65.00	$104,910.00	$72.50	$117,015.00	$50.00	$80,700.00	$120.00	$193,680.00
810.4.1.A.1	Plant Mix Pavement 3/4", PG 58-34	1763	TON	$150.00	$264,450.00	$138.00	$243,294.00	$133.00	$234,479.00	$131.35	$231,570.05	$116.00	$204,508.00	$135.00	$238,005.00
	DIVISION 1000 - CONSTRUCTION STORMWATER BMP's														
1001.4.1.A.1	Sediment Control	1	LS	$10,000.00	$10,000.00	$15,465.00	$15,465.00	$15,150.00	$15,150.00	$6,168.20	$6,168.20	$5,000.00	$5,000.00	$12,000.00	$12,000.00
	DIVISION 1100 - TRAFFIC SIGNALS & STREET LIGHTING														
1102.4.1.A.1	Street Light	2	EA	$2,500.00	$5,000.00	$5,600.00	$11,200.00	$6,750.00	$13,500.00	$10,610.00	$21,220.00	$5,000.00	$10,000.00	$6,000.00	$12,000.00
1102.4.1.E.1	Conduit, Size 2"	121	LF	$2.00	$242.00	$75.00	$9,075.00	$90.00	$10,890.00	$106.00	$12,826.00	$66.12	$8,000.52	$79.00	$9,559.00
1105.4.1.F.1	Remove and Replace Traffic Sign	6	EA	$1,200.00	$7,200.00	$1,700.00	$10,200.00	$1,300.00	$7,800.00	$2,160.00	$12,960.00	$500.00	$3,000.00	$3,000.00	$18,000.00
1105.4.1.G.1	Rectangular Rapid Flash Beacon (RRFB)	2	EA	$25,000.00	$50,000.00	$21,000.00	$42,000.00	$24,875.00	$49,750.00	$20,800.00	$41,600.00	$18,497.50	$36,995.00	$2,200.00	$4,400.00
	DIVISION 2000 - MISCELLANEOUS														
2030.4.1.A.1	Manhole, Adjust to Grade	5	EA	$1,500.00	$7,500.00	$2,150.00	$10,750.00	$1,200.00	$6,000.00	$1,280.00	$6,400.00	$1,000.00	$5,000.00	$1,260.00	$6,300.00
2030.4.1.C.1	Valve Box, Adjust to Grade	16	EA	$1,000.00	$16,000.00	$1,650.00	$26,400.00	$1,100.00	$17,600.00	$815.00	$13,040.00	$500.00	$8,000.00	$2,040.00	$32,640.00
2050.4.1.C.1	Subgrade Separation Geotextile, Type 2	7255	SY	$3.00	$21,765.00	$4.00	$29,020.00	$2.40	$17,412.00	$2.25	$16,323.75	$9.00	$65,295.00	$2.40	$17,412.00
	TOTAL				**$1,236,167.00**		**$942,469.00**		**$1,028,828.00**		**$1,178,125.00**		**$1,187,568.52**		**$1,731,349.00**

Memorandum

File #: 25-363 **City Council Meeting**

FROM: Wade Sanner, Director
DATE: Wednesday, September 3, 2025
DEPARTMENT: Community Development Services

Subject
Quasi-judicial Public Hearing-Rezone from HC, Highway Commercial to R3A, Residential Mixed Use, Zoning Ordinance and Reasoned Statement of Relevant Criteria and Standards for approximately 1.55 acres consisting of Portions of Lots 4-5, Block 6, Hodson Addition.

Council Action Desired
☒ Ordinance ☐ Resolution ☒ Public Hearing
☒ Other Action (Approval, Authorization, Ratification, etc.)
1. Approve the Ordinance Rezoning approximately 1.55 acres consisting of portions of Lots 4-5, Block 6, Hodson Addition from HC, Highway Commercial to R3A, Residential Mixed Use, under a suspension of the rules requiring three complete and separate readings and request that it be read by title and published by summary (or consider the Ordinance on the first reading and that it be read by title, reject the Ordinance, or take other action deemed appropriate).

2. Approve the Reasoned Statement of Relevant Criteria and Standards for the Rezone from HC to R3A and give authorization for the Mayor and City Clerk to execute the necessary documents (or take other action deemed appropriate).

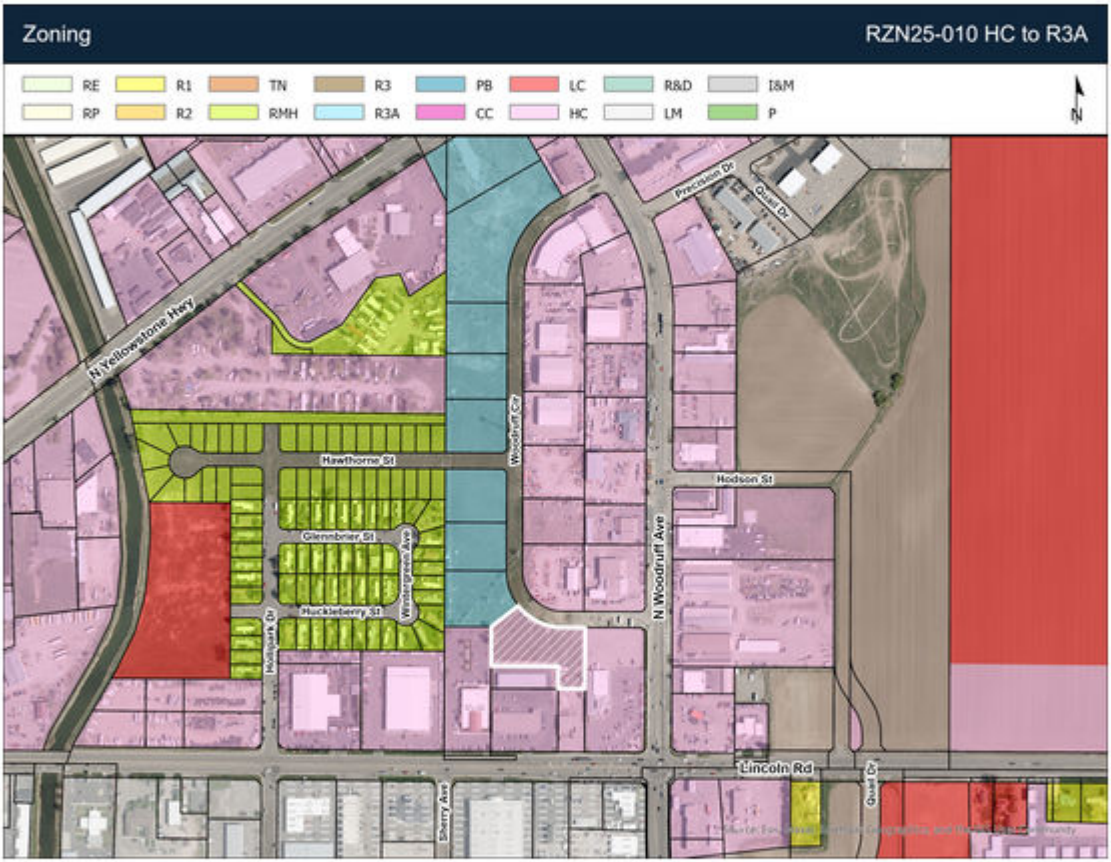
Description, Background Information & Purpose
Attached is the application for Rezoning approximately 1.55 acres consisting of portions of Lots 4-5, Block 6, Hodson Addition from HC, Highway Commercial to R3A, Residential Mixed Use, Zoning Ordinance, and Reasoned Statement of Relevant Criteria and Standards. The Planning and Zoning Commission considered this item at its August 5, 2025, meeting and voted to recommend denial of the zone change from HC to R3A to the Mayor and City Council with a vote of 3-1.

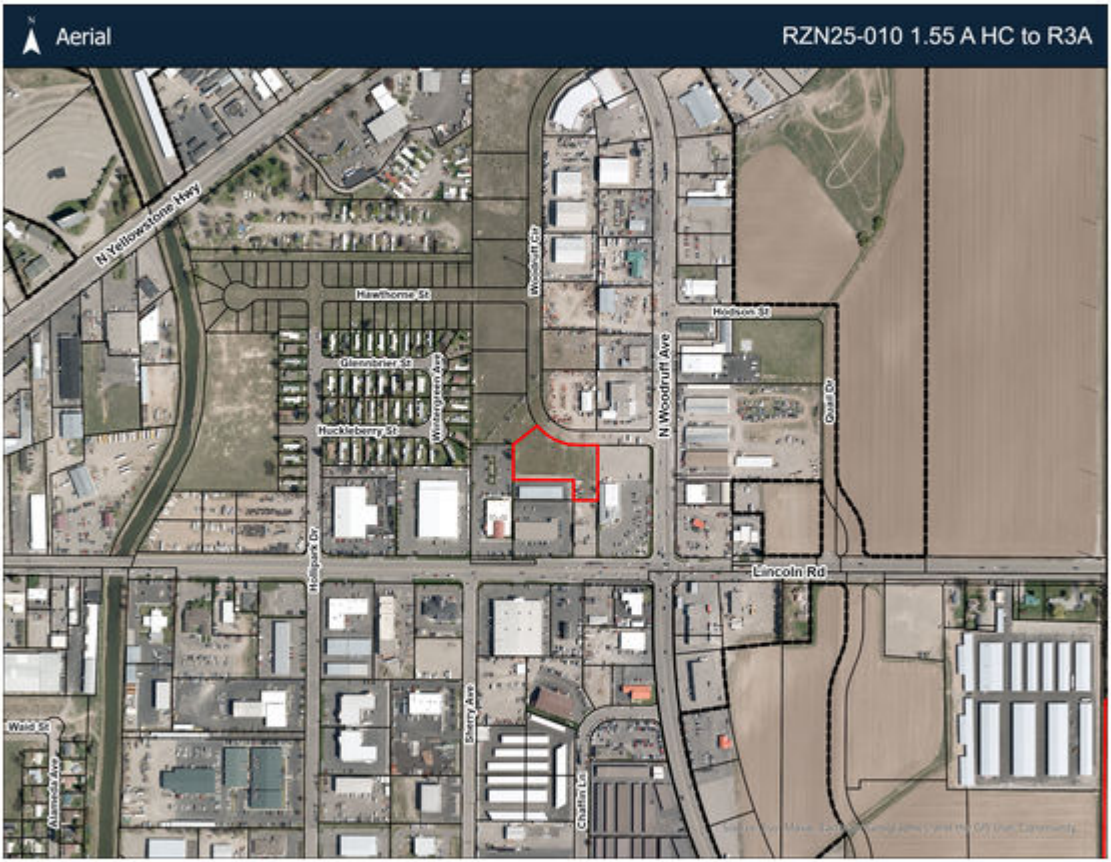
Alignment with City & Department Planning Objectives
☐ ☒ ☒ ☐ ☒ ☐ ☒ ☐
The rationale for rezoning must be consistent with the principles of the Comprehensive Plan, which includes policies and goals related to Good Governance, Growth, Sustainability, and Livable Communities.

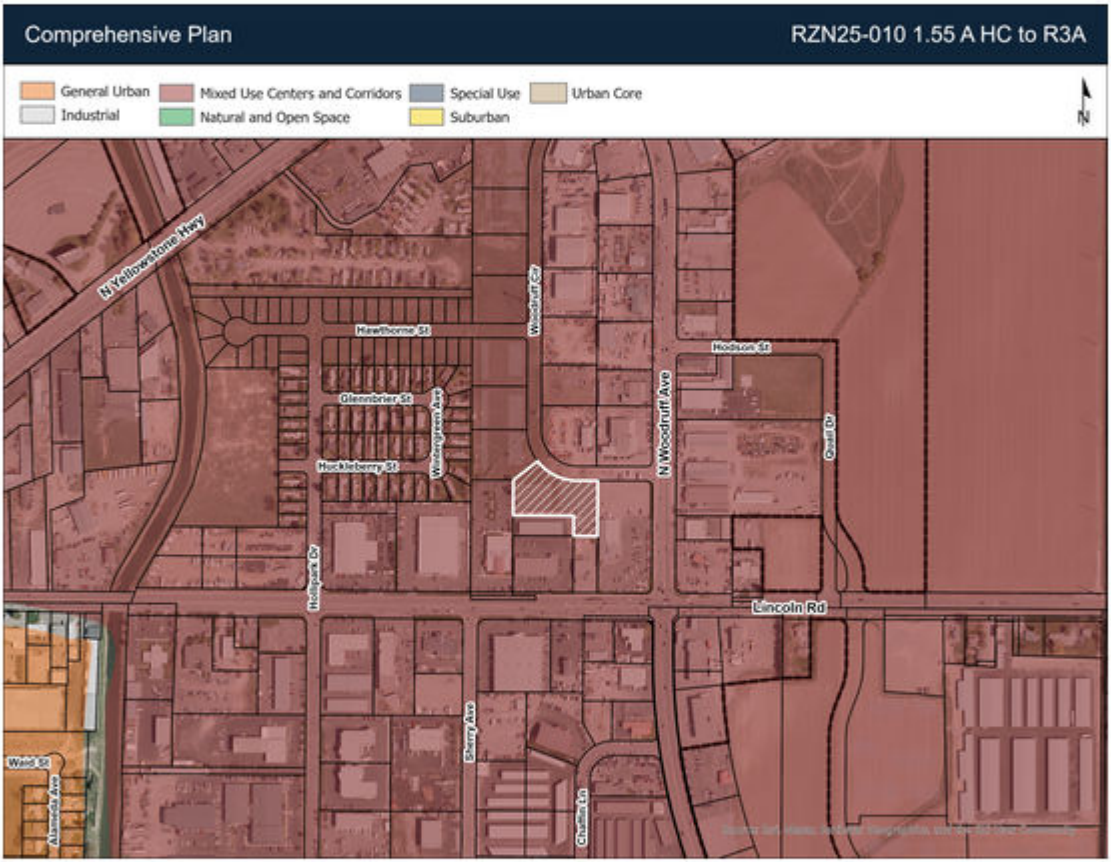
Interdepartmental Coordination
N/A

Fiscal Impact
N/A

Legal Review
The application and ordinance have been reviewed by the Legal Department pursuant to applicable law.


Zoning
RZN25-010 HC to R3A
RE
RP
R1
R2
TN
RMH
R3
R3A
PB
CC
LC
HC
R&D
LM
I&M
P
N
N Yellowstone Hwy
Precision Dr
Quest Dr
Woodruff Cir
Hawthorne St
Hodson St
Glenmbrier St
Huckleberry St
Washington Ave
Hollipark Dr
N Woodruff Ave
Lincoln Rd
Sherry Ave
Quest Dr


Aerial
RZN25-010 1.55 A HC to R3A
N Yellowstone Hwy
Hawthorne St
Glenmbrier St
Huckleberry St
Wintergreen Ave
Woodruff Dr
N Woodruff Ave
Hollipark Dr
Sherry Ave
Chaffin Dr
Quail Dr
Lincoln Rd
Waid St
Kennedy Ave


Comprehensive Plan
RZN25-010 1.55 A HC to R3A
General Urban
Industrial
Mixed Use Centers and Corridors
Natural and Open Space
Special Use
Suburban
Urban Core
N
N Yellowstone Hwy
Hawthorne St
Woodruff Cir
Hodson St
Glennbrier St
Wintergreen Ave
N Woodruff Ave
Quail Dr
Huckleberry St
Hollipark Dr
Lincoln Rd
Sherry Ave
Ward St
Alameda Ave
Chaffin Ln

STAFF REPORT

Rezone from HC, Highway Commercial to R3A, Residential Mixed Use
Portion of Lots 4 & 5 of Hodson Addition
September 11, 2025

IDAHO FALLS

Community Development Services

Applicant: Danny McFarlane

Property Owner: D2L2 Idaho LLC

Project Manager: Caitlin Long

Location: Generally located north of Lincoln Rd, east of Hollipark Dr, south of Hawthorne St, and west of N Woodruff Ave.

Size: 1.55 acres

Existing Zoning:
Site: HC
North: HC/R3A
South: HC
East: HC
West: HC/R3A

Existing Land Uses:
Site: Vacant
North: Commercial
South: Commercial
East: Commercial
West: Commercial

Future Land Use Map:
Attachments:
1. Zoning Ordinance Information
2. Comprehensive Plan Policies
3. Maps and aerial photos

Requested Action: To **approve** the rezone from HC, Highway Commercial to R3A, Residential Mixed Use to the Mayor and City Council.

History: This property was annexed into the City in 2021 with an initial zoning of R3A. In September 2024, a rezone was approved from R3A to HC, Highway Commercial. This request is to rezone it back to R3A.

Staff Comments: The requested zone is R3A, Residential Mixed Use. R3A is contiguous to this property on the northern west side. It was previously R3A prior to September 2024. The R3A zone provides a mix of uses in which the primary use of the land is for residential purposes. Characteristic of this zone is a great amount of automobile traffic, greater density, and a wider variety of dwelling types. This zone should be located along major streets such as arterials and collectors. This property faces Woodruff Circle, which has recently been built and is a Local street, but it is also in close proximity to Woodruff, which is a minor arterial. A neighborhood meeting was held on June 11, 2025, and the notes from the meeting are attached. The Planning Commission did recommend denial of the rezone with a vote of 3-1.

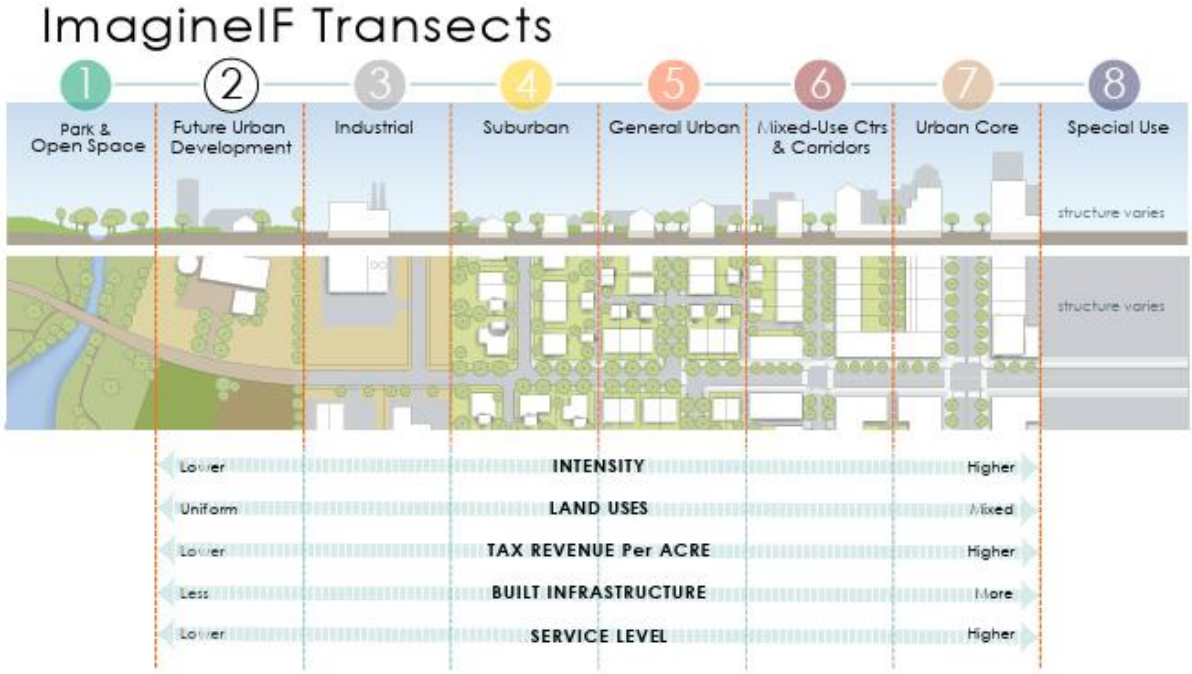
The Comprehensive Plan designates this area as Mixed Use Centers and Corridors, which denotes areas where people tend to shop, eat, and gather. These areas include all housing types but generally at a more intense scale than other areas. These areas include mixed use buildings, recreation centers and commercial uses. The requested R3A Zone is consistent with the Mixed Use Centers and Corridors designation within the Comprehensive Plan.

Staff Recommendation: Staff has reviewed the application and finds the request consistent with the Comprehensive Plan and the surrounding zoning of the area and recommends approval of the rezone from HC to R3A.

Rezoning Considerations: Because the comprehensive plan provides only general guidance for zoning decisions, the Planning Commission shall also take the following considerations into account:

Criteria for Rezoning Section 11-6- 5(I) of Ordinance	**Staff Comment**
The Zoning is consistent with the principles of City's adopted Comprehensive Plan, as required by Idaho Code.	The R3A zone is consistent with the Mixed Use Centers and Corridors transect in the City's adopted Comprehensive Plan.
The potential for traffic congestion as a result of development or changing land use in the area and need that may be created for wider streets, additional turning lanes and signals, and other transportation improvements	The R3A zone as primary residential zone would be equal or less than the commercial zone it is currently.
The potential for exceeding the capacity of existing public services, including, but not limited to: schools, public safety services, emergency medical services, solid waste collection and disposal, water and sewer services, other public utilities, and parks and recreational services	The R3A would not exceed the capacity for public services.
The potential for nuisances or health and safety hazards that could have an adverse effect on adjoining properties	The provisions of the R3A standards will reduce the potential for nuisances or adverse effect on adjoining properties.
Recent changes in land use on adjoining parcels or in the neighborhood of the proposed zoning map amendment	The parcel was prior R3A and has R3A along Woodruff Circle currently.
Zoning Application Questions:	**Applicant's Response:**
Explain how the proposed change is in accordance with the City of Idaho Falls Comprehensive Plan.	The parcel was Residential Mixed Use until late last fall. The parcel to the north and all parcels on the west side of Woodruff Circle to the north are Residential Mixed Use. This would be a good buffer from commercial and the residential to the west.
What changes have occurred in the area to justify the request for rezone?	The parcels on the west side of Woodruff Circle will all be residential mixed use. Wasatch Properties has started their multi-family project to the north. My company D2L2 Idaho, LLC will start construction on our first of three parcels with multi-family on the west side of Woodruff Circle next spring.
Are there existing land uses in the area similar to the proposed use?	Yes. See comments above.
Is the site large enough to accommodate required access, parking, landscaping, etc. for the proposed use?	Yes. Before the property was rezoned to commercial a full site plan was submitted to the city with the multi-family buildings, parking, landscape, etc.

Comprehensive Plan Policies:





6. **Mixed-Use Centers & Corridors**

Snapshot: The Mixed-Use Centers and Corridors Transect denotes areas where people tend to shop, eat and gather. These areas include all housing types but generally at a more intense scale than other areas. These areas also include mixed-use buildings, recreation centers and commercial uses. Mixed-Use Centers and corridors may vary in scale from large, regional commercial centers with supportive housing to smaller commercial pockets called walkable centers that support a well-connected, walkable neighborhood.

Local examples: Northgate Mile and 1st Street corridors, Intersection of 65th South and 5th West, Intersection of Skyline and Broadway, Snake River Landing

Zoning Ordinance:

11-3-4: DIMENSIONAL STANDARDS FOR RESIDENTIAL ZONES.

Table 11-3-1: Dimensional Standards for Residential Zones

	RE	RP	R1	R2	TN	R3	R3A	RMH
Lot Area								
Lot Area Minimum in ft^2	1 acre*	12,000	7,000	6,000*	3,000*	5,000*	5,000	3,000
Lot Area Maximum in ft^2			13,500*					
Site Width								
Site Width at Front Setback, Minimum in ft.	150	60	50	50	25	50	50	25
Setbacks, Minimum in ft.								
Front	40	30*	25*	20*	15*	15	15	15
Front Maximum in ft.					20*			
Side	20	7.5/10*	6	6	5	6	6	5
Rear	40	25	25	25	10	25*	25*	10
Lot Coverage, Building Height, and Density								
Maximum Lot Coverage in %	30	40	40	80	50	80	80	50
Maximum Building Height in ft*	24	24	24	36	*			24
Maximum Density in gross units/acre	1	4	6	17	15	35	35	35
*See explanations, exceptions and qualifications in Section 11-3-4A,B,C of this Zoning Code.								

(Ord. 3218, 9-13-18) (Ord. 3310, 6-18-20) (Ord. 3452, 3-31-22) (Ord. 3496, 12-8-22)

11-3-3: PURPOSES OF RESIDENTIAL ZONES.

(G) R3A Residential Mixed Use Zone. To provide for a mix of uses in which the primary use of the land is for residential purposes, but in which office buildings and certain other uses of a semi-commercial nature may be located. Characteristic of this Zone is a greater amount of automobile traffic, greater density, and a wider variety of dwelling types and uses than is characteristic of the R3 Residential Zone. While office buildings and certain other uses of a semi-commercial nature may be located in the Zone, the R3A Zone is essentially residential in character. Therefore, all uses must be developed and maintained in harmony with residential uses. This zone should be located along major streets such as arterials and collectors.

11-3-5: PURPOSE OF COMMERCIAL ZONES

(D) HC Highway and General Commercial Zone. This zone provides a commercial zone for retail and service uses serving the traveling public. Characteristics of the Zone are buildings set back from the right-of-way line to promote safety on the highway and maintain maximum use of highway right-of-way for travel purposes, and a wide variety of architectural forms and shapes. This Zone should be located at specific locations along highways leading into the City.

August 5, 2025 7:00 p.m. Planning Department

City Annex Council Chambers

MEMBERS PRESENT: Commissioners Glen Ogden, Matthew Meehan, Arnold Cantu, Forrest Ihler.

MEMBERS ABSENT: Dale Storer, Bill Scott

ALSO PRESENT: Assistant Planning Director Kerry Beutler, Naysha Foster Planner, Caitlin Long Planner, David Peterson Planner; Jacob Beck, Esq, City Attorney, and interested citizens.

CALL TO ORDER: Ogden called the meeting to order at 7:00 p.m.

MINUTES: Cantu moved to accept the minutes of July 1, 2025, Meehan seconded the motion. The motion passed unanimously.

Public Hearings:

2. RZN 25-010: REZONE FROM HC TO R3A FOR PORTIONS OF LOT 4& 5 OF HODSON ADDITION.

Applicant: Danny McFarlane, 258 South Main Street, Logan, UT McFarlane owns the property on Woodruff Circle and is requesting a rezone from HC to R3A. It was R3A last fall (11 Months ago), and a storage unit facility was contemplated and that wasn't a fit for the area and market, and they would like to go back to R3A and build for sale town homes. They are trying to hit a market that doesn't exist for $275,000-$325,000. They are installing the roadway currently. Utilities and asphalt are already put in.

Long presented the staff report, a part of the record.

Ogden asked if the other properties on Woodruff Circle to the north are paved or developed. Long showed on the map where the street in the area is paved. Ogden asked when R3A was zoned for the other properties. Long indicated it was in 2021 for the other adjacent properties.

Ihler stated that it is not Q&A and asked that concerns be posed as a questionthen they will try to address it, or, Commissioners can can talk to staff during normal business hours regarding concerns.

Beck stated that if someone mentions something you were going to say, you do not have to rehash the same issue over again.

Support/Opposition:

Robert Dunkley, 5543 North 45th E (1575 Lincoln Road), Idaho Falls, Idaho. Dunkley owns the property to the south, and his issue is that originally it was going to be commercial and then the road wasn't able to get done. Now they have started apartments on the highway end and working their way south. 4-6 p.m. there is traffic backed clear to the highway. There is more traffic than the roads can handle. If they keep adding apartments the business along Woodruff says they cannot get in or out of the properties on to Woodruff. The 3rd lane going north on Woodruff should have been a turn lane so they could turn into businesses. The congestion is unbelievable, and no one is even in the apartments yet. The infrastructure cannot handle more. Dunkley urged the Council Members to come out and see what is going on and there needs to be a point when the City says the infrastructure cannot handle it.

Eric Walker, 1317 E 65th North, Idaho Falls, Idaho. Walker stated that when Yellowstone turns to Woodruff he drives every day to come to town. The 4-way-stop on Iona and 15th East and the congestion from that backs up to the highway. Walker stated that he counts cars and there are 10x north and south versus east and west and a 4- way-stop might not be the best way to handle that. Walker stated that 1 car per tenant on 300-400 units will overtax the infrastructure. The congestion is hard on his business.

David Farnsworth, Farnsworth Auto Repair 1895 North Woodruff, Idaho Falls, Idaho. Farnsworth stated that getting in and out is a nightmare already and adding more cars will only make it worse. Farnsworth

is opposed to going back to R3A and feels HC is better for the area and will bring more value to his business. Farnsworth stated that the property has a for sale sign currently and makes him wonder if it will sit for a long time.

Jason Eaton, 2070 North Woodruff, Idaho Falls, Idaho. Eaton stated that they are not first responders, but they do towing. Eaton stated that Woodruff is busy, and it did need the second lane, but that is not enough. Eaton stated that apartments bring crime. Woodruff does not have the space for that many more people. Woodruff never rests. 4:30 – 6:30 it is really congested from Lincoln Road to the 4- way-stop sign with just people coming to work. The tow trucks and semi- trucks cannot turn into his business. It is too much for the infrastructure. It is too congested.

Eldon Halfrod 1585 Lincoln Road, Idaho Falls, Idaho. Halford has a body shop on Lincoln. Halford stated that the 5 lanes in front of his shop and a turn lane into his driveway is nice. Halford stated that his son restored the building. Halford has to turn right to go home he cannot go left. Halford stated that the new reactors at the site will create more traffic for that road. Halford stated that he was in a wreck in front of his shop and people are in a hurry. Halford stated that there is too much traffic for the area. If there are more reactors going out at the site it will bring more people. Halford stated that if there are more people moving in the area there will be a mess of people and vehicles and people trying to bring semis into businesses.

David Knight, 745 Grandview, Providence, UT. Knight owns the property. Knight stated that the intention on the property is to build affordable townhomes. Knight stated that it was previously R3A and this rezone brings it back into alignment. Knight stated that the for-sale sign is not for this property. Knight stated that they are looking to partner with other individuals. Knight stated that crime with apartments is based on nothing. Knight stated that most comments are regarding traffic, and the rezone will help with the traffic. Knight referred to the staff report. R3A would be equal or less than HC. They are looking for 20-24 townhomes and that is less traffic than the 200 storage units they were anticipating. Knight feels the plan of townhomes for sale is less traffic.

Ihler asked staff if anything gets developed on this property there are impact fees. Ihler stated that the impact fees go towards improvements like widening Woodruff. Long stated that the impact fees go into a fund and each department has priorities in the Capital Improvement Plan. Impact fees are assessed at the time of building permit, and whether it is commercial or residential there will be impact fees. Ihler asked if HC zone is to put businesses in it that would need a lot of cars coming in and out. Long stated that the definitions of HC and R3A are in the packet. Long read the definition. Long stated that Woodruff is an arterial, Lincoln is an arterial and Yellowstone is arterial, and HC or R3A are for arterials. Ihler asked how many units until they need second access. Long stated it is 200 units if they are sprinkler fed for fire and 20 units if they are not. Ihler stated that if the lots get developed, they will be close to the number they need for access. Long indicated that they cannot develop until the second access is in. Ogden stated that there is no west access.

Long stated that the 4 way stop in Iona is County and the City has no control over that.

Ihler asked how many total units are in this area for R3A that have been approved. Long did not know.

Meehan asked if this is common to see rezones come back like this. Long has not seen one go back to a zone in the 5 years she has been there. Long reminded the Commission that anything in the zone is allowed, not what the developer is "presenting."

Ogden was more comfortable with HC because of the comments that have been made. Ogden stated that if Hawthorn to the west was in, it might be different. Ogden is concerned with R3A for the entire parcel and feels it is more conducive to HC or CC. Ogden is opposed to going back to R3A.

Ogden confirmed that they are a recommending body, and the City Council is the final authority, and they get to make approval or denial. There is one more public hearing to speak at.

Ihler asked Ogden if he is more comfortable with HC because it is that way and surrounded by HC or is it because of the traffic. Ogden stated that the entire area lends itself better to commercial use rather than residential use. Ogden was not on the commission in 2021 and would have likely been opposed to residential

then. Ogden was more comfortable with HC. Ogden stated that with the current commercial, lack of egress on Hawthorne he agrees with the comments made by the public.

Ihler stated that R3A or HC depends on the use, and the traffic will be 6's. HC use will have traffic all day for the business R3A might be peak hours. Ihler stated that if someone doesn't like the traffic then they won't buy a place there. Ogden stated that the existing businesses cannot move. This rezone will impact everyone there. Ihler stated that BMPO has been pushing to get this section of Woodruff widened, but he does not know when the project is supposed to be done or if there is funding for it. Ihler stated that infill projects are good for residential and these types of projects do help pay for infrastructure projects. Higher density residential does add a bigger tax base. Ihler knows this area is horrific with traffic. Ihler is torn on this issue. Ihler stated that townhomes do not bring crime. Ogden stated that if they knew a target date for improvements, he would feel better. Ogden stated that he feels better with commercial rather than R3A.

Beutler stated that the widening project is in the TIP (Transportation Improvement Program) through BMPO slated for 2028.

Ihler stated that you have to have growth before the improvements. Ihler stated that 2028 is 4 years out and that road is an issue. Ihler stated that housing is important and individual for sale units increase home ownership. More housing in the City is better. The business owners do have a right to be able to do business in the area.

Ogden stated that he does love the housing type but wishes there were better access.

Cantu was concerned with bouncing back and forth. He feels traffic is 6s with a business or residential. Cantu thinks it is an odd place for townhomes.

Meehan stated that he understands the concerns on traffic but knows any development int his area will contribute to traffic. Meehan stated that all development will cause traffic, and at what point do they say you cannot develop your lot. Meehan doesn't like going back and forth on zoning and doesn't feel it is a good use of resources and time.

Cantu moved to recommend to the Mayor and City Council denial of the Rezone from HC to R3A for a Portion of Lots 4 & 5 of Hodson Addition, Ogden seconded the motion. Ogden called for roll call vote: Cantu, yes; Ihler, no; Ogden, yes; Meehan, yes. The motion passed 3-1.

ORDINANCE NO._____

AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO; PROVIDING FOR THE REZONING OF APPROXIMATELY 1.55 ACRES AS DESCRIBED IN SECTION 1 OF THIS ORDINANCE FROM HC, HIGHWAY COMMERCIAL TO R3A, RESIDENTIAL MIXED USE; AND PROVIDING SEVERABILITY, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE.

WHEREAS, the proposed zoning district of lands described in Section 1 is R3A Zone for such annexed lands and such zoning is consistent with the current City of Idaho Falls Comprehensive Plan Land use designation Mixed Use Centers and Corridors; and

WHEREAS, the proposed zoning district is consistent and compatible with the existing and surrounding zoning districts and is consistent with the City of Idaho Falls Comprehensive Plan; and

WHEREAS, Idaho Falls Planning and Zoning Commission held a duly noticed public hearing on August 5, 2025, and recommended denial of zoning the subject property to R3A Zone with a vote of 3-1; and

WHEREAS, the Idaho Falls City Council conducted a duly noticed public hearing and passed a motion to approve this zoning on September 11, 2025.

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

SECTION 1: LEGAL DESCRIPTION:

This ordinance shall apply to the following described lands in Idaho Falls, Idaho, Bonneville County, to-wit:

Approximately 1.55 acres consisting of portions of Lots 4-5, Block 6 Hodson Addition

SECTION 2. Zoning. That the property described in Section 1 of this Ordinance be and the same hereby is zoned "R3A Zone" and the City Planner is hereby ordered to make the necessary amendments to the official maps of the City of Idaho Falls which are on file at the City Planning Department Offices, 680 Park Avenue.

SECTION 3. Savings and Severability Clause. The provisions and parts of this Ordinance are intended to be severable. If any section, sentence, clause or phrase of this Ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this Ordinance.

SECTION 4. Publication. This Ordinance, or a summary thereof in compliance with Idaho

Code, shall be published once in the official newspaper of the City, and shall take effect immediately upon its passage, approval, and publication.

SECTION 5. Effective Date. This Ordinance shall be in full force and effect from and after its passage, approval and publication.

PASSED by the City Council and APPROVED by the Mayor of the City of Idaho Falls, Idaho, this_____day of_____, 2025.

CITY OF IDAHO FALLS, IDAHO

_____
Rebecca L. Noah Casper, Mayor

ATTEST:

_____
Emily Geisler, City Clerk

(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 REZONING OF APPROXIMATELY 1.55 ACRES AS DESCRIBED IN SECTION 1 OF THIS ORDINANCE FROM HC, HIGHWAY COMMERCIAL TO R3A, RESIDENTIAL MIXED USE; AND PROVIDING SEVERABILITY, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE."

_____
Emily Geisler, City Clerk

REASONED STATEMENT OF RELEVANT CRITERIA AND STANDARDS

ZONE CHANGE FROM HC, HIGHWAY COMMERCIAL TO R3A RESIDENTIAL MIXED USE, GENERALLY LOCATED NORTH OF LINCOLN ROAD, EAST OF HOLLIPARK DRIVE, SOUTH OF HAWTHORNE STREET, AND WEST OF NORTH WOODRUFF AVENUE.

WHEREAS, the applicant filed an application for a rezone on May 20, 2025; and

WHEREAS, this matter came before the Idaho Falls Planning and Zoning Commission during a duly noticed public hearing on August 5, 2025; and

WHEREAS, this matter came before the Idaho Falls City Council during a duly noticed public hearing on September 11, 2025; and

WHEREAS, having reviewed the application, including all exhibits entered and having considered the issues presented:

I. RELEVANT CRITERIA AND STANDARDS

1. The City Council considered the request pursuant to City of Idaho Falls Comprehensive Plan, City of Idaho Falls Zoning Ordinance, the Local Land Use Planning Act, and other applicable development regulations.
2. The property is approximately 1.55 acres generally located north of Lincoln Road, east of Hollipark Drive, south of Hawthorne Street, and west of North Woodruff Avenue.
3. The Comprehensive Plan designates this area as Mixed Use Centers and Corridors.
4. The proposed zoning of R3A is consistent with the Comprehensive Plan map, and policies and existing zoning and land uses in the area.
5. Idaho Falls Planning and Zoning Commission recommended denial of zoning of the property to R3A, Residential Mixed Use with a vote of 3-1.

II. DECISION

Based on the above Reasoned Statement of Relevant Criteria, the City Council of the City of Idaho Falls approved the change of zoning as presented.

PASSED BY CITY COUNCIL OF THE CITY OF IDAHO FALLS

THIS _____ DAY OF _____, 2025

_____

Rebecca L. Noah Casper - Mayor

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.

	Residential							
Proposed Land Use Classification	**RE**	**RP**	**R1**	**R2**	**TN**	**RMH**	**R3**	**R3A**
Accessory Use	P	P	P	P	P	P	P	P
Agriculture*	P							
Animal Care Clinic*					P*			P
Artist Studio					P*			
Bed and Breakfast*								P
Boarding /Rooming House							P	P
Day Care, Center*			C_2	P	P		P	P
Day Care, Group*	C_1	C_1	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		

Proposed Land Use Classification	RE	RP	R1	R2	TN	RMH	R3	R3A
Religious Institution*	C_2	C_2	C_2	C_2	C_2	C_2	C_2	C_2
Residential Care Facility							P	P
Retail					P*			C_2
School	C_2	C_2	C_2	C_2	C_2	C_2	C_2	C_2
Short Term Rental*	P	P	P	P	P	P	P	P
Transit Station								P

(Ord. 3218, 9-13-18) (Ord. 3358, 12-10-20) (Ord. 3451, 3-31-22) (Ord. 3458, 4-14-22)

(Ord. 3496, 12-8-22) (Ord.3574, 6-13-24)

11-2-4: ALLOWED USES IN COMMERCIAL ZONES.

Table 11-2-2: Allowed Uses in Commercial Zones

P = permitted use. C1 = administrative conditional use. C2 = Board of Adjustment conditional use. C3 = City Council conditional use. A blank denotes a use that is not allowed in that zone.

*Indicates uses that are subject to specific land use provisions set forth in the Standards for Allowed Land Uses Section of this Chapter.

	Commercial				
Proposed Land Use Classification	**PB**	**CC**	**LC**	**HC**	**PT**
Accessory Use	P	P	P	P	P
Accessory Use, Fuel Station*		P	P	P	
Accessory Use, Storage Yard*		P	P	P	
Amusement Center, Indoor		P	P	P	
Amusement Center, Indoor Shooting Range*		P	P	P	
Amusement Center, Outdoor*				P	
Animal Care Clinic*	P	P	P	P	
Animal Care Facility*				P	
Bed and Breakfast*		P	P		P
Boarding /Rooming House		P	P		P
Building Material, Garden and Farm Supplies			P	P	
Cemetery*		C_2	C_2	C_2	
Club*		P	P	P	
Communication Facility		P	P	P	
Day Care, all Types*	P	P	P	P	P
Drinking Establishment		P		P	
Drive-through Establishment *	P*	P	P	P	P
Dry Cleaning				P	
Dwelling, Accessory Unit *		P	P	P	P
Dwelling, Multi-Unit*		P	P		P
Dwelling, Multi-Unit Attached*		P	P		P
Dwelling, Single Unit Attached*			P		
Dwelling, Single Unit Detached			P		
Dwelling, Two Unit			P		P
Eating Establishment		P	P	P	P
Eating Establishment, Limited	P	P	P	P	P
Financial Institutions	P	P	P	P	P
Entertainment and Cultural Facilities	P	P	P	P	P
Equipment Sales, Rental and Services			P	P	
Food Processing, Small Scale				P	
Food Store		P	P	P	P
Health Care and Social Services	P	P	P	P	P
Higher Education Center		P	P	P	P
Home Occupation*	P	P	P	P	P
Hospital*	C_2	C_2	C_2	C_2	C_2

Proposed Land Use Classification	PB	CC	LC	HC	PT
Industry, Craftsman	P	P	P	P	
Industry, Light		P		P	
Information Technology	P	P	P	P	P
Live-Work*	C_2	P	P	P	P
Lodging Facility		P	P	P	P
Mortuary				P	P
Parking Facility		P	P	P	P
Pawn Shop		P			
Personal Service	P	P	P	P	P
Professional Service	P	P	P	P	P
Planned Unit Development*		C_3	C_3		C_3
Public Service Facility*	C_2	C_2	C_2	C_2	C_2
Public Service Facility, Limited	P	P	P	P	P
Public Service Use	P	P	P	P	P
Recreation Vehicle Park*				P	
Religious Institution*		P	P	P	P
Residential Care Facility	P	P	P	P	P
Retail		P	P	P	P
School		P	P	P	P
Short Term Rental*		P	P		P
Fuel Station		P	P	P	
Fuel Station, Super		C_2	P	P	
Storage Facility, Indoor		P	P	P	P
Storage Facility, Outdoor				P	
Storage Yard*				P	
Transit Station		P	P	P	P
Vehicle Body Shop				P	
Vehicle Repair and Service		P	P	P	
Vehicle Sales, Rental and Service		P		P	
Vehicle Washing Facility		C_2	C_2	P	

(Ord. 3210, 8-23-18) (Ord. 3218, 9-13-18) (Ord. 3233, 12-20-18) (Ord 3277, 10-10-19) (Ord. 3358, 12-10-20) (Ord. 3451, 3-31-22) (Ord. 3574, 6-13-24)

Proposed Zoning Change Public Meeting
Woodruff Ave/Woodruff Circle
Wednesday, June 11, 2025
6:00 PM

Notes from the Meeting:

- Comment was made about the amount of traffic the 48 Units would generate if there were two cars per dwelling unit.
- Comment was made that when the City widened Woodruff Ave. they didn't put in a center turn lane so traffic backs up as it is with current traffic load.
- Concern that a traffic study had not been done.
- Concern that although there are two outlets for Woodruff Cir., the outlets both go into Woodruff Ave.
- Concern that the housing was subsidized housing and would attract lower-income residents bringing higher crime.
- Concern that Woodruff Cir. can't accommodate all of the traffic from all of the multi-family housing going up.
- Several attendees are business owners in the area and they expressed that they prefer to keep the zoning as Highway Commercial.
- Comment was made that of the 8 who came to the meeting, only two had received a letter notifying them of the zoning change.
- Comment was made that the contact information on the letter that was sent out didn't include a phone number and they felt the owner didn't want to be contacted about the zone change.
- The other concern of all of us business owners is that the development as of now has no plans of putting sidewalks in on the north and then as it (Woodruff circle) rounds the corner on the east side of the road. This will off load your developer's cost and in the near future put all those costs on to us small business owners to have to put sidewalks in. This shouldn't be a expense placed on us business owners for your development. The developer should cover that cost.
- And Bob Dunkley and David Farnsworth were told that they would keep this section between us for businesses (highway commercial) at the last meeting.

Memorandum

File #: 25-364 **City Council Meeting**

FROM: Wade Sanner, Director
DATE: Wednesday, September 3, 2025
DEPARTMENT: Community Development Services

Subject
Electrical Ordinance Amendment adopting the same version of the National Electrical Code adopted by the State of Idaho. Amendment to Title 7, Chapter 8, Section 1, of the Idaho Falls City Code to remove the Idaho Administrative Rule 7.01.06.011 which has been rescinded.

Council Action Desired
☒ Ordinance ☐ Resolution ☐ Public Hearing
☐ Other Action (Approval, Authorization, Ratification, etc.)
Approve the Ordinance amending Title 7, Chapter 8, Section 1, of the Idaho Falls City Code to remove the Idaho Administrative Rule 7.01.06.011 which has been rescinded under a suspension of the rules requiring three complete and separate readings, request that it be read by title and published by summary (or consider the Ordinance on the first reading and that it be read by title, reject the Ordinance, or take other action deemed appropriate).

Description, Background Information & Purpose

City Code requires that the city adopt the same version of the National Electrical Code that is adopted by the State of Idaho. The State of Idaho has rescinded Idaho Administrative Rule 7.01.06.011.

Alignment with City & Department Planning Objectives

☐ ☒ ☐ ☐ ☐ ☐ ☐ ☐

The proposed ordinance is consistent with principles of Good Governance, Transportation, and Livable Communities.

Interdepartmental Coordination
CDS has worked with the City Attorney's office on the drafting of the ordinance.

Fiscal Impact
NA

Legal Review
This ordinance has been reviewed by the Legal Department pursuant to applicable law.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, AMENDING TITLE 7 , CHAPTER 8, SECTION 1, OF THE IDAHO FALLS CITY CODE TO REMOVE A REFERENCE TO THE IDAHO ADMINISTRATIVE RULES WHICH HAS BEEN RESCINDED; PROVIDING SEVERABILITY, CODIFICATION, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE.

WHEREAS, the City Code requires that the City adopt the same version of the National Electrical Code that is adopted by the State of Idaho; and

WHEREAS, the state has rescinded Idaho Administrative Rule 7.01.06.011; and

WHEREAS, the Council desires to remove the reference to the rescinded Idaho Administrative Rule to ensure clarity and currentness of the Idaho Falls City Code.

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

SECTION 1. Title 7, Chapter 8, Section 1, of the City Code of the City of Idaho Falls, Idaho, is hereby amended as follows:

7-8-1: ADOPTION OF NATIONAL ELECTRICAL CODE:

(A) National Electrical Code Adopted: The National Electrical Code, published by the National Fire Protection Association, is hereby adopted as an official code of the City. The version adopted by the City shall be the same National Electric Code adopted by the State of Idaho pursuant to Idaho Code Section 54-1001~~ and Idaho Administrative Rule 7.01.06.011~~.

. . .

SECTION 2. 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 3. Codification Clause. The City Clerk is instructed to immediately forward this Ordinance to the codifier of the official municipal code for proper revision of the Code.

SECTION 4. Publication. This Ordinance, or a summary thereof in compliance with Idaho Code, shall be published once in the official newspaper of the City, and shall take effect immediately upon its passage, approval, and publication.

SECTION 5. Effective Date. This Ordinance shall be in full force and effect from and after its passage, approval, and publication.

PASSED by the City Council and APPROVED by the Mayor of the City of Idaho Falls, Idaho, this _____ day of _____, 2025.

CITY OF IDAHO FALLS, IDAHO

_____
REBECCA L. NOAH CASPER, MAYOR

ATTEST:

_____
EMILY GEISLER, CITY CLERK

(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, AMENDING TITLE 7 , CHAPTER 8, SECTION 1, OF THE IDAHO FALLS CITY CODE TO REMOVE A REFERENCE TO THE IDAHO ADMINISTRATIVE RULE 7.01..06.11, WHICH HAS BEEN RESCINDED; PROVIDING SEVERABILITY, CODIFICATION, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE."

_____
(SEAL) EMILY GEISLER, CITY CLERK

Memorandum

File #: 25-365 **City Council Meeting**

FROM: Wade Sanner, Director
DATE: Wednesday, September 3, 2025
DEPARTMENT: Community Development Services

Subject
Final Plat, Development Agreement, and Reasoned Statement of Relevant Criteria and Standards, River Hollow Division No. 2.

Council Action Desired
☐ Ordinance ☐ Resolution ☐ Public Hearing
☒ Other Action (Approval, Authorization, Ratification, etc.)
1. Approve the Development Agreement for the Final Plat for River Hollow Division No. 2 and give authorization for the Mayor and City Clerk to sign said agreement (or take other action deemed appropriate).

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

3. Approve the Reasoned Statement of Relevant Criteria and Standards for the Final Plat for River Hollow Division No. 2 and give authorization for the mayor to execute the necessary documents (or take other action deemed appropriate).

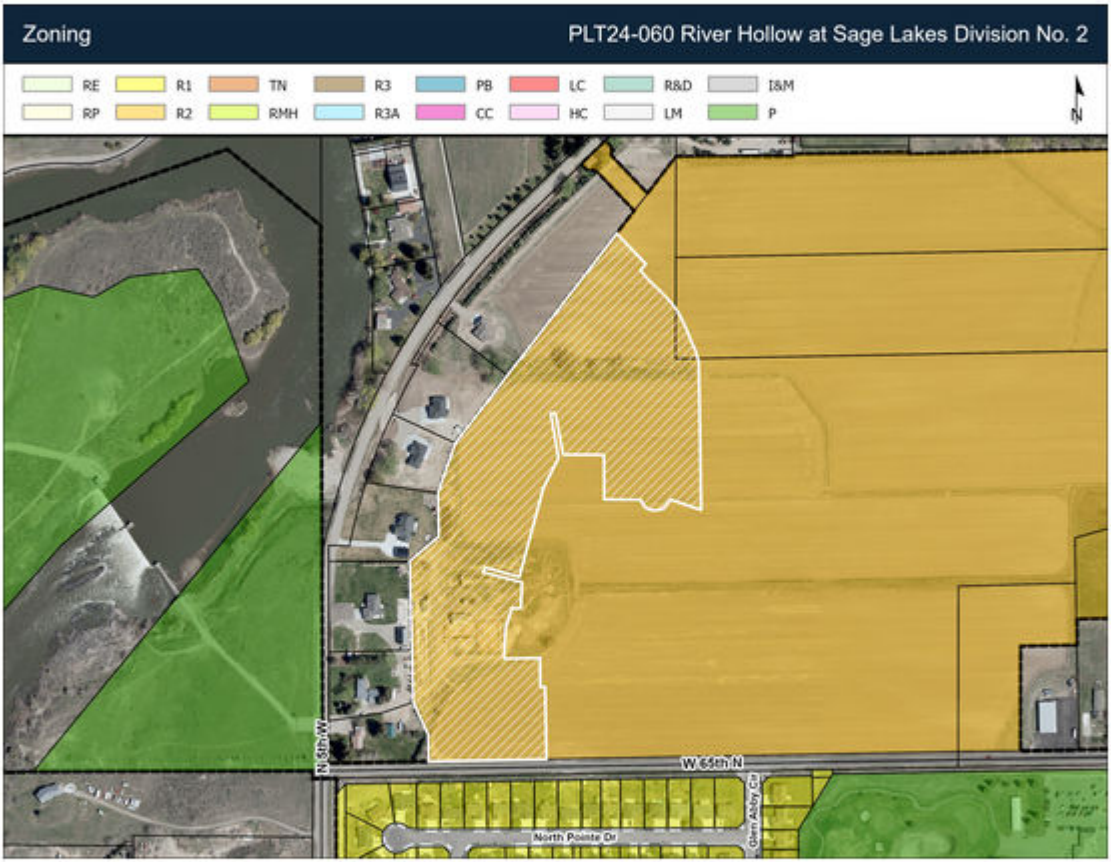
Description, Background Information & Purpose
Attached is the application for the Final Plat, Development Agreement, and Reasoned Statement of Relevant Criteria and Standards for River Hollow Division No. 2. The Planning and Zoning Commission considered this item at its February 4, 2025, meeting and unanimously voted to recommend approval of the final plat to the Mayor and City Council as presented.

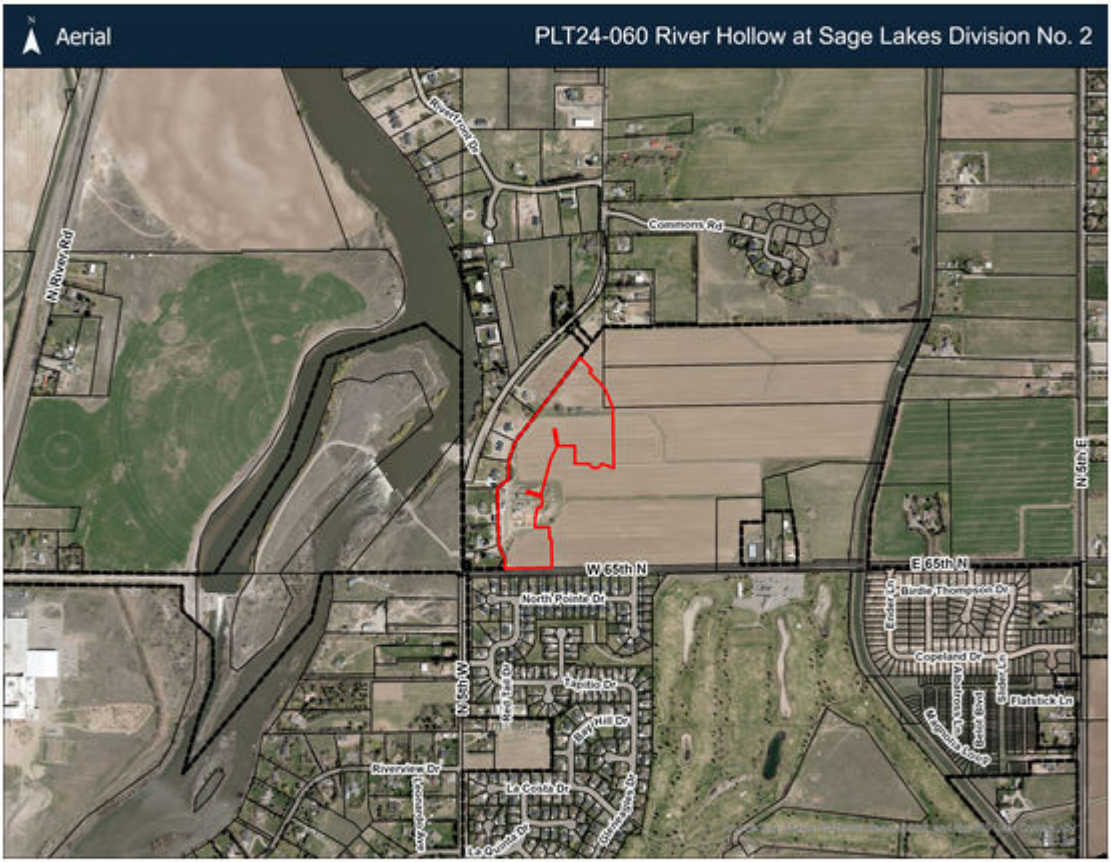
Alignment with City & Department Planning Objectives
☐ ☒ ☒ ☐ ☒ ☐ ☐ ☐
A successful Plat should be consistent with the Comprehensive Plan and Zoning Ordinance, which includes policies and goals related to Growth, Sustainability, Transportation, and Livable Communities.

Interdepartmental Coordination
The Final Plat was reviewed by staff from Fire, Idaho Falls Power, BMPO, as well as the Water, Planning, Wastewater, and Engineering/Survey Divisions.

Fiscal Impact
NA

Legal Review
This application was reviewed by the Legal Department and found to be consistent with applicable law.

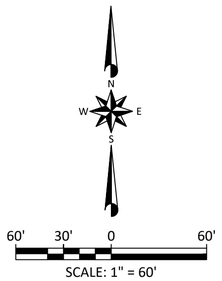

Zoning
PLT24-060 River Hollow at Sage Lakes Division No. 2
RE
RP
R1
R2
TN
RMH
R3
R3A
PB
CC
LC
HC
R&D
LM
I&M
P
N
N 64th W
W 65th N
North Pointe Dr
Glen Abby Cir

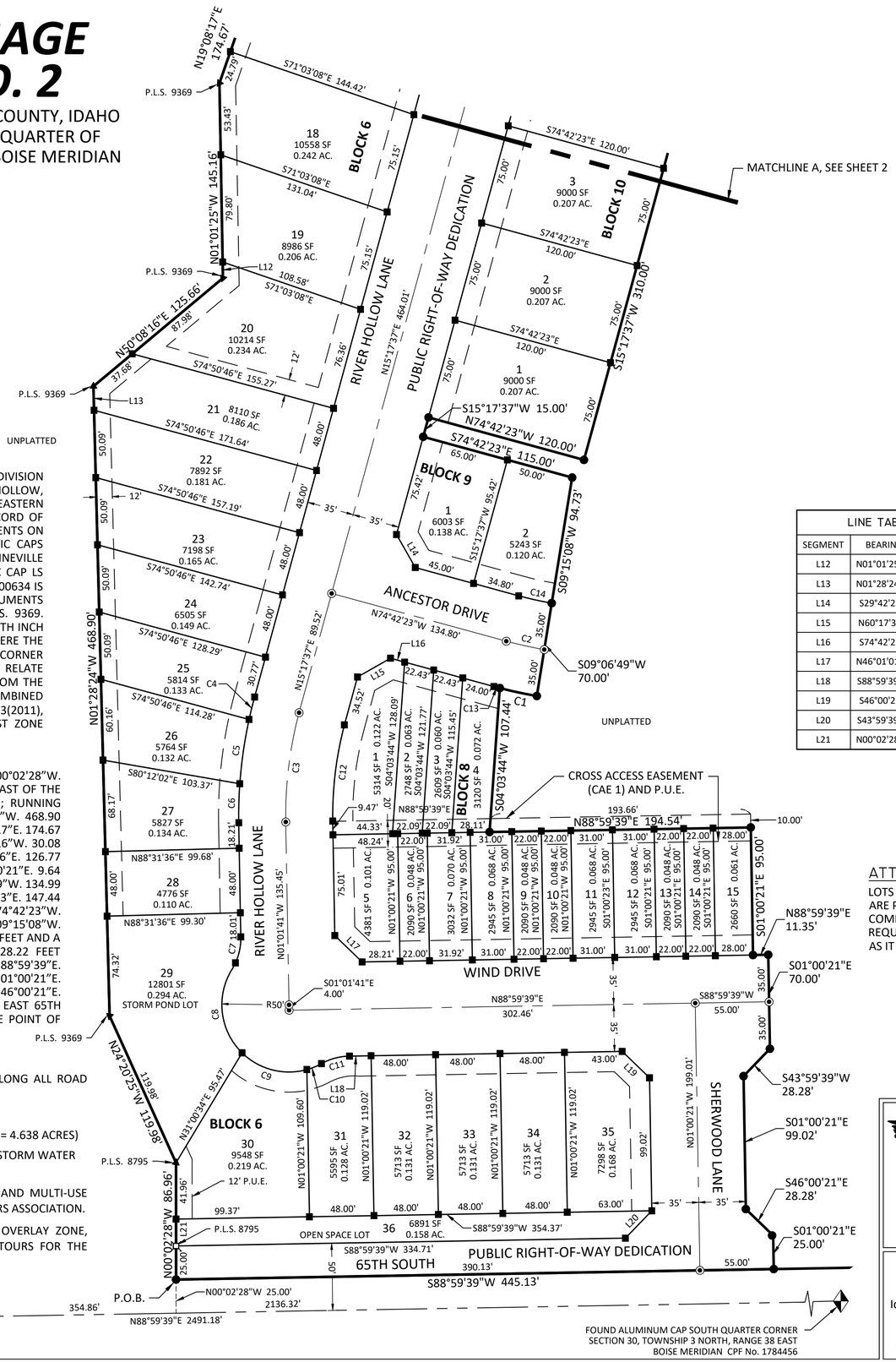

Aerial
PLT24-060 River Hollow at Sage Lakes Division No. 2
N River Rd
Commons Rd
W 65th N
E 65th N
N 5th W
N 5th E
North Pointe Dr
Tejeda Dr
Sun Hill Dr
Riverview Dr
La Costa Dr
Bardie Thompson Dr
Copeland Dr
Flatstick Ln

RIVER HOLLOW AT SAGE LAKES DIVISION NO. 2

A SUBDIVISION OF THE CITY OF IDAHO FALLS, BONNEVILLE COUNTY, IDAHO
A PARCEL OF LAND BEING SITUATED IN THE SOUTHWEST QUARTER OF
SECTION 30, TOWNSHIP 3 NORTH, RANGE 38 EAST OF THE BOISE MERIDIAN

SHEET 1 OF 3





LEGEND

P.O.B.	POINT OF BEGINNING
SF	SQUARE FEET
AC.	ACRES
CPF	CORNER PERPETUATION AND FILING RECORD
	ROADWAY CENTERLINE
	SECTION LINE
	LOT LINE
	PLAT BOUNDARY
	15' PUBLIC UTILITY EASEMENT (P.U.E.) UNLESS OTHERWISE DIMENSIONED OR LABELED
■	PLACED 1/2" X 24" IRON ROD WITH YELLOW PLASTIC CAP MARKED P.L.S. 9369
●	PLACED 5/8" x 30" IRON ROD WITH YELLOW PLASTIC CAP MARKED P.L.S. 9369
◉	PLACED 5/8" X 30" IRON ROD WITH ALUMINUM CAP MARKED P.L.S. 9369
⌧	FOUND 1/2" X 24" IRON ROD WITH YELLOW PLASTIC CAP AS NOTED
▫	FOUND 1/2" X 24" IRON ROD WITH YELLOW PLASTIC CAP MARKED P.L.S. 9369
○	FOUND 5/8" x 30" IRON ROD WITH YELLOW PLASTIC CAP MARKED P.L.S. 9369
◎	FOUND 5/8" X 30" IRON ROD WITH ALUMINUM CAP MARKED P.L.S. 9369
▲	FOUND 1/2" X 24" IRON ROD AS NOTED, REPLACED WITH 5/8" IRON ROD WITH YELLOW PLASTIC CAP MARKED P.L.S. 9369
◆	P.L.S.S. CORNER AS NOTED

LINE TABLE		
SEGMENT	BEARING	LENGTH
L12	N01°01'25"W	11.94'
L13	N01°28'24"W	17.87'
L14	S29°42'23"E	28.28'
L15	N60°17'37"E	28.28'
L16	S74°42'23"E	10.94'
L17	N46°01'01"W	28.28'
L18	S88°59'39"W	16.09'
L19	S46°00'21"E	28.28'
L20	S43°59'39"W	28.28'
L21	N00°02'28"W	20.00'

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C1	28.22'	330.00'	4°53'56"	N77°56'39"W	28.21'
C2	28.98'	295.00'	5°37'43"	S77°31'15"E	28.97'
C3	85.46'	300.00'	16°19'18"	S07°07'58"W	85.17'
C4	17.23'	335.00'	2°56'52"	S13°49'11"W	17.23'
C5	48.39'	335.00'	8°16'36"	S08°12'27"W	48.35'
C6	29.80'	335.00'	5°05'50"	S01°31'14"W	29.79'
C7	25.63'	45.00'	32°38'13"	S15°17'25"W	25.29'
C8	67.40'	50.00'	77°14'23"	S07°00'39"E	62.41'
C9	52.20'	50.00'	59°48'42"	S75°32'12"E	49.86'
C10	11.70'	50.00'	13°24'32"	N67°51'11"E	11.67'
C11	21.87'	45.00'	27°50'44"	N75°04'17"E	21.66'
C12	75.49'	265.00'	16°19'18"	N07°07'58"E	75.23'
C13	4.54'	330.00'	0°47'17"	S75°06'02"E	4.54'
C14	25.20'	260.00'	5°33'15"	S77°29'01"E	25.19'

NARRATIVE

EAGLE ROCK ENGINEERING WAS COMMISSIONED BY ROCKWELL HOMES INC. TO DESIGN A SUBDIVISION PLAT ON LAND PURSUANT TO DEED INSTRUMENT NUMBER 1570876 AND 1701785. RIVER HOLLOW, DIVISION NUMBER 1 PURSUANT TO INSTRUMENT NUMBER 1789975 CONTROLS THE EASTERN BOUNDARY OF DIVISION NUMBER 2. THE WEST BOUNDARY LINE WAS CREATED FROM A RECORD OF SURVEY FOR PAUL JOHNSON PURSUANT TO INSTRUMENT NUMBER 1700634. FOUND MONUMENTS ON THE AFOREMENTIONED RECORD OF SURVEY ARE ONE HALF INCH IRON RODS WITH PLASTIC CAPS STAMPED L.S. 9369. MONUMENTS FROM OTHER RECORD OF SURVEYS RECORDED IN BONNEVILLE COUNTY PURSUANT TO INSTRUMENT NUMBER 1303657 (1/2 INCH IRON RODS WITH PLASTIC CAP LS 8795) AND USED FOR THE BOUNDARY CONTROL. RECORD OF SURVEY INSTRUMENT NUMBER 1700634 IS AN UPDATED SURVEY OF RECORD OF SURVEY INSTRUMENT NUMBER 1577560. THESE MONUMENTS WILL BE REPLACED WITH FIVE EIGHTH INCH IRON RODS WITH PLASTIC CAPS STAMPED L.S. 9369. MONUMENTS SET AROUND THE REST OF THE PROPOSED PLAT ANGLE POINTS WILL BE FIVE EIGHTH INCH IRON RODS WITH PLASTIC CAPS STAMPED L.S. 9369. SECTION CORNERS USED FOR PLATTING WERE THE SOUTHWEST CORNER PURSUANT TO INSTRUMENT NUMBER 1674058 AND THE SOUTH 1/4 CORNER PURSUANT TO INSTRUMENT NUMBER 670716. THE BASIS OF BEARING FOR THIS PLAT WILL RELATE DIRECTLY TO THE CITY OF IDAHO FALLS COORDINATE SYSTEM OF 2004, WHICH IS DERIVED FROM THE IDAHO STATE PLANE COORDINATE SYSTEM (EAST ZONE 1101) U.S. SURVEY FEET AND USING A COMBINED SCALE FACTOR OF 1.000277265 FOR A GRID GROUND CONVERSION, (REFERENCE FRAME NAD_83(2011), EPOCH 2010.0000. THE SYSTEM ORIENTATION IS BASED ON GRID NORTH ALONG THE EAST ZONE CENTRAL MERIDIAN. NO CONVERGENCE ANGLE HAS BEEN APPLIED.

BOUNDARY DESCRIPTION

BEGINNING AT A POINT THAT IS N.88°59'39"E. ALONG THE SECTION LINE 354.86 FEET AND N.00°02'28"W. 25.00 FEET FROM THE SOUTHWEST CORNER OF SECTION 30, TOWNSHIP 3 NORTH, RANGE 38 EAST OF THE BOISE MERIDIAN, SAID POINT BEING ON THE NORTH RIGHT-OF-WAY LINE OF 65TH NORTH; RUNNING THENCE N.00°02'28"W. 86.96 FEET; THENCE N.24°20'25"W. 119.98 FEET; THENCE N.01°28'24"W. 468.90 FEET; THENCE N.50°08'16"E. 125.66 FEET; THENCE N.01°01'25"W. 145.16 FEET; THENCE N.19°08'17"E. 174.67 FEET; THENCE N.37°38'56"E. 877.37 FEET; THENCE S.43°39'34"E. 142.04 FEET; THENCE S.44°03'16"W. 30.08 FEET; THENCE S.43°42'56"E. 158.48 FEET; THENCE S.29°08'56"E. 74.91 FEET; THENCE S.22°24'06"E. 126.77 FEET; THENCE S.01°00'21"E. 372.72 FEET; THENCE S.88°59'39"W. 120.00 FEET; THENCE S.01°00'21"E. 9.64 FEET; THENCE S.88°59'39"W. 198.59 FEET; THENCE N.01°00'21"W. 75.00 FEET; THENCE S.88°59'39"W. 134.99 FEET; THENCE N.11°00'48"W. 142.27 FEET; THENCE S.78°26'06"W. 15.00 FEET; THENCE S.11°01'13"E. 147.44 FEET; THENCE S.27°17'21"W. 108.30 FEET; THENCE S.15°17'37"W. 310.00 FEET; THENCE N.74°42'23"W. 120.00 FEET; THENCE S.15°17'37"W. 15.00 FEET; THENCE S.74°42'23"E. 115.00 FEET; THENCE S.09°15'08"W. 94.73 FEET; THENCE S.09°06'49"W. 70.00 FEET TO A POINT OF CURVE WITH A RADIUS OF 330.00 FEET AND A CHORD BEARING N.77°56'39"W. 28.21 FEET; THENCE TO THE RIGHT ALONG SAID CURVE 28.22 FEET THROUGH A CENTRAL ANGLE OF 04°53'56"; THENCE S.04°03'44"W. 107.44 FEET; THENCE N.88°59'39"E. 194.54 FEET; THENCE S.01°00'21"E. 95.00 FEET; THENCE N.88°59'39"E. 11.35 FEET; THENCE S.01°00'21"E. 70.00 FEET; THENCE S.43°59'39"W. 28.28 FEET; THENCE S.01°00'21"E. 99.02 FEET; THENCE S.46°00'21"E. 28.28 FEET; THENCE S.01°00'21"E. 25.00 FEET TO SAID NORTH RIGHT-OF-WAY LINE OF SAID EAST 65TH NORTH; THENCE S.88°59'39"W. ALONG SAID NORTH RIGHT-OF-WAY LINE 445.13 FEET TO THE POINT OF BEGINNING, CONTAINING 17.392 ACRES.

NOTES

1. A 15 FOOT WIDE PUBLIC UTILITY EASEMENT IS HEREBY RESERVED WITHIN EACH LOT ALONG ALL ROAD FRONTAGES AS SHOWN.
2. AREA OF PUBLIC RIGHT-OF-WAY DEDICATION = 4.638 ACRES.
   (17.392 ACRES [TOTAL PLAT ACREAGE] - 12.754 ACRES [SUM OF ALL LOT ACRES IN DIVISION] = 4.638 ACRES)
3. LOT 29 BLOCK 6 IS A NON-BUILDABLE LOT AND HAS A BLANKET PUBLIC UTILITY AND PUBLIC STORM WATER DRAINAGE EASEMENT PURSUANT TO THE EXECUTION OF THIS INSTRUMENT.
4. LOT 12 AND 36, BLOCK 6 IS A NON-BUILDABLE LOT WITH A BLANKET PUBLIC UTILITY AND MULTI-USE PATHWAY EASEMENT RESERVED FOR OPEN SPACE TO BE MAINTAINED BY THE HOMEOWNERS ASSOCIATION.
5. AIRPORT DISCLOSURE: THIS PLAT FALLS WITHIN THE CITY OF IDAHO FALLS AIRPORT OVERLAY ZONE, ENACTED MAY 9, 2019, AND ALTHOUGH LOCATED OUTSIDE THE CRITICAL NOISE CONTOURS FOR THE AIRPORT, OCCASIONAL NUISANCE NOISE FROM AIR TRAFFIC OVERFLIGHT MAY BE PRESENT.

ATTACHED HOMES NOTIFICATION

LOTS 21 - 28 AND 30 - 35 OF BLOCK 6, LOTS 1-15 OF BLOCK 8 AND LOTS 1-2 OF BLOCK 9 ARE PLATTED FOR USE BY ATTACHED SINGLE UNIT DWELLINGS AS PERMITTED BY THE COMPREHENSIVE ZONING ORDINANCE. OTHER RESIDENTIAL USE TYPES SHALL BE REQUIRED TO MEET THE STANDARDS OF THE COMPREHENSIVE ZONING ORDINANCE, AS IT IS AMENDED FROM TIME TO TIME.

PROFESSIONAL LAND SURVEYOR
REGISTERED
9369
STATE OF IDAHO
KURTIS J. ROLAND

EAGLE ROCK ENGINEERING
CIVIL ○ PLANNING ○ SURVEYING
IDAHO FALLS (208) 542-2665 REXBURG (208) 359-2665

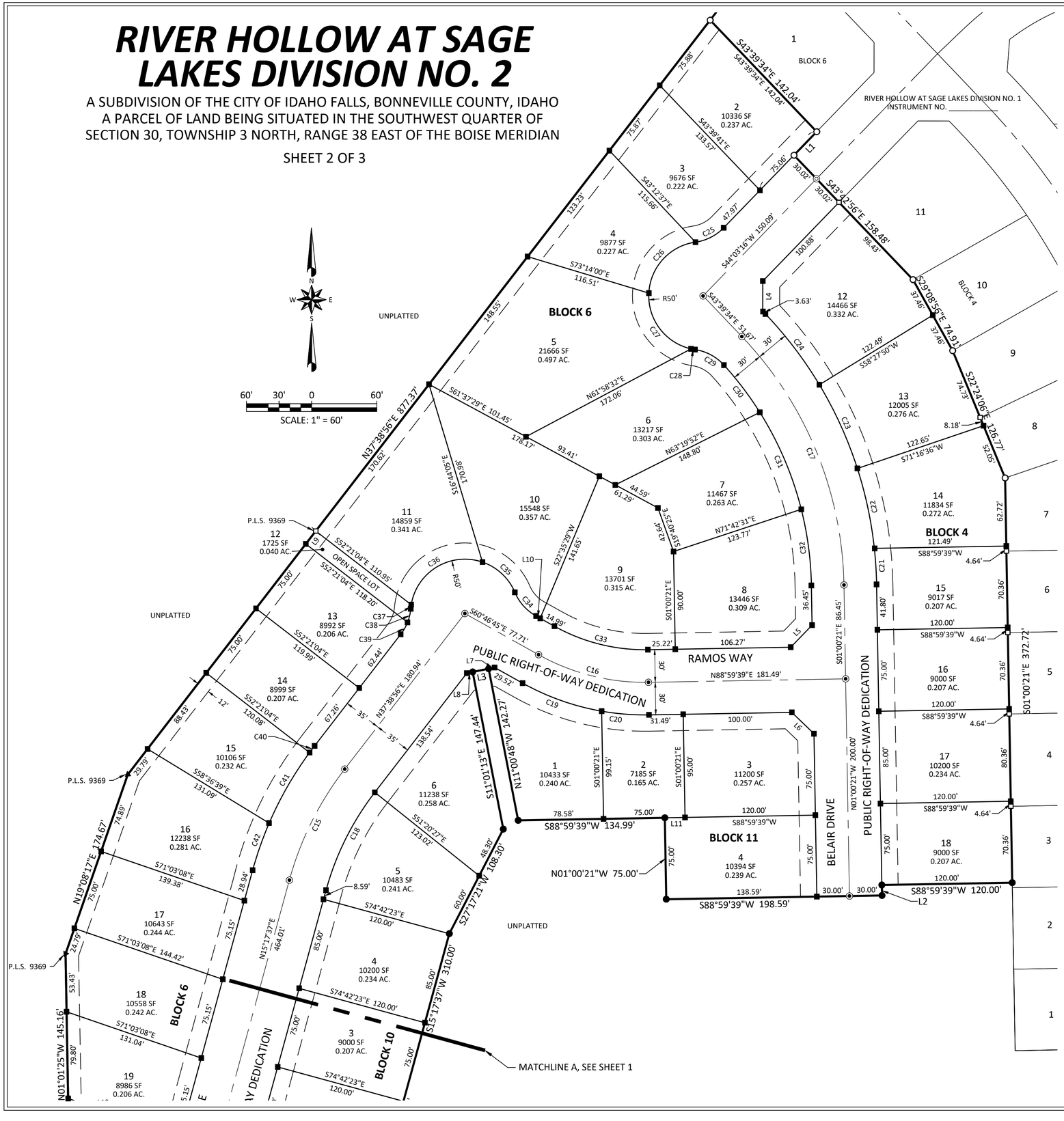
OFFICES AT:
1331 Fremont Ave.
Idaho Falls, Idaho 83402
343 E 4th N, Suite 119
Rexburg, Idaho 83440

SURVEYED BY:	A. SNARR
DRAWN BY:	A. BARRETT
APPROVED BY:	K. ROLAND
PROJECT NO.	24145
DATE:	July 31, 2025
CAD NAME:	X_24145 FINAL PLAT.DWG

RIVER HOLLOW AT SAGE LAKES DIVISION NO. 2

A SUBDIVISION OF THE CITY OF IDAHO FALLS, BONNEVILLE COUNTY, IDAHO
A PARCEL OF LAND BEING SITUATED IN THE SOUTHWEST QUARTER OF
SECTION 30, TOWNSHIP 3 NORTH, RANGE 38 EAST OF THE BOISE MERIDIAN

SHEET 2 OF 3



LEGEND

P.O.B.	POINT OF BEGINNING
SF	SQUARE FEET
AC.	ACRES
CPF	CORNER PERPETUATION AND FILING RECORD
	ROADWAY CENTERLINE
	SECTION LINE
	LOT LINE
	PLAT BOUNDARY
	15' PUBLIC UTILITY EASEMENT (P.U.E.) UNLESS OTHERWISE DIMENSIONED OR LABELED
■	PLACED 1/2" X 24" IRON ROD WITH YELLOW PLASTIC CAP MARKED P.L.S. 9369
●	PLACED 5/8" x 30" IRON ROD WITH YELLOW PLASTIC CAP MARKED P.L.S. 9369
⊙	PLACED 5/8" X 30" IRON ROD WITH ALUMINUM CAP MARKED P.L.S. 9369
⌑	FOUND 1/2" X 24" IRON ROD WITH YELLOW PLASTIC CAP AS NOTED
□	FOUND 1/2" X 24" IRON ROD WITH YELLOW PLASTIC CAP MARKED P.L.S. 9369
○	FOUND 5/8" x 30" IRON ROD WITH YELLOW PLASTIC CAP MARKED P.L.S. 9369
◎	FOUND 5/8" X 30" IRON ROD WITH ALUMINUM CAP MARKED P.L.S. 9369
▲	FOUND 1/2" X 24" IRON ROD AS NOTED, REPLACED WITH 5/8" IRON ROD WITH YELLOW PLASTIC CAP MARKED P.L.S. 9369
◆	P.L.S.S. CORNER AS NOTED

CURVE TABLE

CURVE	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C15	115.10'	295.00'	22°21'19"	S26°28'16"W	114.37'
C16	105.51'	200.00'	30°13'36"	S75°53'33"E	104.29'
C17	253.11'	340.00'	42°39'13"	N22°19'57"W	247.31'
C18	101.45'	260.00'	22°21'19"	S26°28'16"W	100.80'
C19	77.56'	230.00'	19°19'16"	N70°26'22"W	77.19'
C20	43.78'	230.00'	10°54'21"	N85°33'11"W	43.71'
C21	33.24'	370.00'	5°08'50"	N03°34'46"W	33.23'
C22	75.36'	370.00'	11°40'09"	N11°59'16"W	75.23'
C23	84.85'	370.00'	13°08'19"	N24°23'30"W	84.66'
C24	82.00'	370.00'	12°41'55"	N37°18'37"W	81.84'
C25	29.74'	45.00'	37°51'49"	S62°59'11"W	29.20'
C26	68.86'	50.00'	78°54'41"	S42°27'45"W	63.55'
C27	70.00'	50.00'	80°12'39"	S37°05'55"E	64.42'
C28	3.70'	50.00'	4°14'23"	S79°19'26"E	3.70'
C29	30.79'	45.00'	39°11'51"	N61°50'43"W	30.19'
C30	54.70'	310.00'	10°06'35"	S37°11'30"E	54.63'
C31	97.49'	310.00'	18°01'05"	S23°07'40"E	97.09'
C32	70.95'	310.00'	13°06'46"	S07°33'44"E	70.79'
C33	89.68'	170.00'	30°13'36"	N75°53'33"W	88.65'
C34	29.74'	45.00'	37°51'49"	N41°50'50"W	29.20'
C35	41.97'	50.00'	48°05'24"	N46°57'38"W	40.75'
C36	86.93'	50.00'	99°36'41"	S59°11'20"W	76.39'
C37	3.81'	50.00'	4°22'16"	S07°11'51"W	3.81'
C38	12.91'	45.00'	16°26'03"	S13°13'45"W	12.86'
C39	12.73'	45.00'	16°12'10"	S29°32'51"W	12.68'
C40	7.74'	330.00'	1°20'37"	S36°58'37"W	7.74'
C41	75.00'	330.00'	13°01'19"	S29°47'40"W	74.84'
C42	46.02'	330.00'	7°59'24"	S19°17'18"W	45.98'

LINE TABLE

SEGMENT	BEARING	LENGTH
L1	S44°03'16"W	30.08'
L2	S01°00'21"E	9.64'
L3	S78°26'06"W	15.00'
L4	N00°11'51"E	27.71'
L5	S43°59'39"W	28.28'
L6	N46°00'21"W	28.28'
L7	S78°26'06"W	5.62'
L8	S78°26'06"W	5.51'
L9	N37°38'56"E	15.00'
L10	N60°46'45"W	4.41'
L11	S88°59'39"W	18.59'

PROFESSIONAL LAND SURVEYOR
REGISTERED
9369
STATE OF IDAHO
KURTIS J. ROLAND

EAGLE ROCK ENGINEERING
CIVIL ○ PLANNING ○ SURVEYING
IDAHO FALLS (208) 542-2665 REXBURG (208) 359-2665

OFFICES AT:
1331 Fremont Ave.
Idaho Falls, Idaho 83402
343 E 4th N, Suite 119
Rexburg, Idaho 83440

SURVEYED BY:	A. SNARR
DRAWN BY:	A. BARRETT
APPROVED BY:	K. ROLAND
PROJECT NO.	24145
DATE:	July 31, 2025
CAD NAME:	X_24145 FINAL PLAT.DWG

RIVER HOLLOW AT SAGE LAKES DIVISION NO. 2

A SUBDIVISION OF THE CITY OF IDAHO FALLS, BONNEVILLE COUNTY, IDAHO
A PARCEL OF LAND BEING SITUATED IN THE SOUTHWEST QUARTER OF
SECTION 30, TOWNSHIP 3 NORTH, RANGE 38 EAST OF THE BOISE MERIDIAN
SHEET 3 OF 3

OWNER'S DEDICATION

KNOW ALL MEN BY THESE PRESENTS: THAT THE UNDERSIGNED ROCKWELL HOMES, INC. AN IDAHO CORPORATION IS THE LAWFUL OWNER OF THE TRACT OF LAND INCLUDED WITHIN THE BOUNDARY DESCRIPTION SHOWN HEREON AND HAS CAUSED THE SAME TO BE PLATTED AND DIVIDED INTO BLOCKS, LOTS, AND STREETS, WHICH PLAT SHALL HEREAFTER BE KNOWN AS RIVER HOLLOW AT SAGE LAKES DIVISION NO. 2, A SUBDIVISION OF THE CITY OF IDAHO FALLS, IDAHO, BONNEVILLE COUNTY, IDAHO.

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

OWNER DOES HEREBY GRANT AND CONVEY TO LOTS 1,2,3,4,5,6,7,8,9,10,11,12,13,14, AND 15 OF BLOCK 8 AND THE OWNER OF THE PROPERTY TO THE EAST THAT IS DIRECTLY COINCIDENT WITH BLOCK 8, A PRIVATE CROSS-ACCESS EASEMENT AS SHOWN AND DESCRIBED HEREON AND LABELED AS CAE 1, THE SAID PRIVATE CROSS-ACCESS EASEMENT IS GRANTED BY THE MUTUAL CONSENT AND AGREEMENT BETWEEN THE PARTIES, THE ADEQUACY AND RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, THAT THE OWNER ALSO DOES HEREBY GRANT, BARGAIN, AND CONVEY TO THE OWNER OF SAID LOTS HEREAFTER REFERRED TO AS, BENEFITED CAE HOLDERS, THEIR LICENSEES, INVITEES, AGENTS, SUCCESSORS, AND ASSIGNS, THE FULL AND FREE RIGHT FOR SAID BENEFITED CAE HOLDERS AND SAID BENEFITED CAE HOLDERS' TENANTS, INVITEES, LICENSEES, AND VISITORS TO THE PRIVATE CROSS-ACCESS AGREEMENTS DESCRIBED HEREIN IN COMMON WITH ALL PERSONS DESIGNATED TO HAVE A LIKE RIGHT AT ALL TIMES HEREAFTER, FOR INGRESS AND EGRESS AND VEHICULAR ACCESS, AND A PERPETUAL EASEMENT FOR ROADWAY PURPOSES, ON AND ACROSS THE PROPERTY, EXCEPT FOR PARKING, THAT OWNER ALSO DOES HEREBY GRANT AND CONVEY TO THE CITY OF IDAHO FALLS FOREVER A NON-EXCLUSIVE IRREVOCABLE EASEMENT FOR RIGHT-OF-WAY FOR EMERGENCY VEHICLES AND EMERGENCY RESPONDERS, ACROSS THE CROSS-ACCESS EASEMENTS CAE 1.

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

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

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

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

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

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

IN WITNESS WHEREOF, OWNER HAS HEREUNTO SET ITS SIGNATURE THIS _____DAY OF _____, 202__.

ROCKWELL HOMES, INC.

_____
CURTIS JOHNSON, VICE PRESIDENT

DRINKING WATER SYSTEM CERTIFICATE

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

IN WITNESS WHEREOF, OWNER HAS HEREUNTO SET ITS SIGNATURE THIS _____DAY OF _____, 202__.

ROCKWELL HOMES, INC.

_____
CURTIS JOHNSON, VICE PRESIDENT

CITY'S ACCEPTANCE

THE ACCOMPANYING PLAT WAS DULY ACCEPTED AND APPROVED AND THE GRANTS AND DEDICATIONS ARE HEREBY ACCEPTED BY THE CITY COUNCIL OF IDAHO FALLS ADOPTED THIS _____ DAY OF _____ , 202____.

_____ _____
MAYOR CITY CLERK

_____ _____
CITY ENGINEER CITY SURVEYOR
JONATHAN W. KNOWLES, PE 14787 KENNETH BALDWIN ROBERTS, PLS 9755

TREASURER'S CERTIFICATE

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

DATE:_____ _____
BONNEVILLE COUNTY TREASURER

IRRIGATION WATER RIGHTS DISCLOSURE

NOTICE IS HEREBY GIVEN THAT ALL PARCELS OR PROPERTY INCLUDED IN THIS PLAT ARE WITHIN THE IDAHO IRRIGATION DISTRICT AND THAT A SUITABLE SYSTEM FOR SUCH PARCELS OR PROPERTY SHALL BE INSTALLED FOR DELIVERY OF SURFACE WATER FOR IRRIGATION PURPOSES AND IS SUBJECT TO THAT CERTAIN *CITY OF IDAHO FALLS SUBDIVISION IRRIGATION WATER AGREEMENT* RECORDED AS INSTRUMENT NO. 1787465 IN THE RECORDS OF BONNEVILLE COUNTY, IDAHO, (AS THE SAME MAY BE AMENDED FROM TIME TO TIME). THE SYSTEM INSTALLED HAS BEEN APPROVED BY THE CITY OF IDAHO FALLS AND THE IDAHO IRRIGATION DISTRICT IN COMPLIANCE WITH IDAHO CODE § 31-3805. ALL PROPERTY WITHIN THE PLAT, INCLUDING STREETS, WILL REMAIN SUBJECT TO ASSESSMENTS LEVIED BY THE IDAHO IRRIGATION DISTRICT WHICH SHALL BE PAID BY THE OWNERS AND THEIR SUCCESSORS-IN-INTEREST OF ANY PARCELS OR PROPERTY WITHIN THIS PLAT. THE UNPAID IDAHO IRRIGATION DISTRICT ASSESSMENTS ARE A LIEN ON THE LAND. IDAHO IRRIGATION DISTRICT MAY WITHHOLD DELIVERY OF WATER UNTIL THE UNPAID ASSESSMENTS (ALONG WITH ANY ASSOCIATED PENALTIES AND INTEREST) ARE PAID IN FULL. FOR CONNECTIONS APPROVED FOR DELIVERY OF WATER TO MORE THAN ONE LEGAL PARCEL PREVIOUSLY AUTHORIZED BY DISTRICT, NON-PAYMENT OF A DISTRICT ASSESSMENT BY ONE ELECTOR WILL SUBJECT ALL PARCELS ON THE SHARED CONNECTION TO CURTAILMENT UNTIL SUCH DELINQUENT ASSESSMENT IS PAID IN FULL. ALL RIGHTS TO VOTE IN IDAHO IRRIGATION DISTRICT MATTERS ARE HELD BY OWNERS AND THEIR SUCCESSORS-IN-INTEREST OF ANY PARCELS OR PROPERTY WITHIN THIS PLAT. PURSUANT TO TITLE 43, CHAPTER 11 OF THE IDAHO CODE, A PARCEL OWNER MAY AT A FUTURE DATE PETITION THE IDAHO IRRIGATION DISTRICT FOR EXCLUSION FROM THE IDAHO IRRIGATION DISTRICT, BUT SUCH EXCLUSION, IF GRANTED, WILL RESULT IN LOSS OF THE ABILITY TO IRRIGATE SUCH PARCEL. CONSISTENT WITH IDAHO CODE §§ 42-108 AND 42-222, ANY CHANGE IN THE NATURE OF USE OF SURFACE WATER PROVIDED BY AN IRRIGATION WATER DELIVERY ENTITY (SUCH AS THE IDAHO IRRIGATION DISTRICT) MUST BE AUTHORIZED BY THE ENTITY HOLDING THE WATER RIGHTS FOR THE AVAILABLE SURFACE WATER. AS OF THE DATE OF RECORDING OF THIS PLAT, THE IDAHO IRRIGATION DISTRICT'S ADDRESS IS 496 E 14TH ST., IDAHO FALLS, IDAHO 83404.

HEALTH DEPARTMENT CERTIFICATE OF APPROVAL

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

EASTERN IDAHO PUBLIC HEALTH DISTRICT

_____ _____
ENVIRONMENTAL HEALTH SPECIALIST, REHS DATE:

ACKNOWLEDGMENT

STATE OF _____)
:SS.
COUNTY OF _____)

ON THIS_____ DAY OF_____, 20___, BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID STATE, PERSONALLY APPEARED CURTIS JOHNSON, KNOWN OR IDENTIFIED TO ME TO BE THE VICE PRESIDENT, OF ROCKWELL HOMES, INC. AND THE OFFICER WHO SUBSCRIBED SAID CORPORATION'S NAME TO THE FOREGOING OWNER'S DEDICATION AND THE DRINKING WATER SYSTEM CERTIFICATE AND ACKNOWLEDGED TO ME THAT HE IS AUTHORIZED TO EXECUTE THE SAME FOR AND ON BEHALF OF SAID CORPORATION.

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

_____ RESIDING AT:_____
NOTARY PUBLIC FOR THE STATE OF _____ COMMISSION EXPIRATION DATE:_____

RECORDER'S CERTIFICATE

I HEREBY CERTIFY THAT THE FOREGOING PLAT, RIVER HOLLOW AT SAGE LAKES DIVISION NO. 2, WAS FILED IN THE OFFICE OF THE RECORDER OF BONNEVILLE COUNTY, IDAHO.

_____DATE_____
BONNEVILLE COUNTY RECORDER

EXAMINING SURVEYOR'S CERTIFICATE

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

DATE:_____

_____
BONNEVILLE COUNTY SURVEYOR, DAVID DOUGLAS ROMRELL
P.L.S. NO. 12223

BASIS OF BEARINGS

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

SURVEYOR'S CERTIFICATE

I, KURTIS J. ROLAND, A LICENSED PROFESSIONAL LAND SURVEYOR IN THE STATE OF IDAHO, DO HEREBY CERTIFY THAT THE SURVEY OF THIS SUBDIVISION, DESIGNATED AS RIVER HOLLOW AT SAGE LAKES DIVISION NO. 2 WAS MADE UNDER MY DIRECTION, AND THAT SAID SUBDIVISION IS TRULY AND CORRECTLY SURVEYED AND STAKED AS PROVIDED BY LAW AND IN ACCORDANCE WITH THE ACCOMPANYING PLAT AS DESCRIBED HEREON.

PROFESSIONAL LAND SURVEYOR
REGISTERED
9369
STATE OF IDAHO
KURTIS J. ROLAND

EAGLE ROCK ENGINEERING
CIVIL ○ PLANNING ○ SURVEYING
IDAHO FALLS (208) 542-2665 REXBURG (208) 359-2665

OFFICES AT:
1331 Fremont Ave.
Idaho Falls, Idaho 83402

343 E 4th N, Suite 119
Rexburg, Idaho 83440

SURVEYED BY:	A. SNARR
DRAWN BY:	A. BARRETT
APPROVED BY:	K. ROLAND
PROJECT NO.	24145
DATE:	July 31, 2025
CAD NAME:	X_24145 FINAL PLAT.DWG

STAFF REPORT
FINAL PLAT
River Hollow at Sage Lakes Division No. 2
September 11, 2025

IDAHO FALLS
Community Development Services

Applicant:
Eagle Rock Engineering

Owner: Rockwell Homes

Project Manager:
Brian J. Stevens

Location: Generally located north of 65th N, east of the 5th W, south of Commons Rd., west of the Idaho Canal.

Size: Approx 17.5 acres
Lots: 78
Buildable: 75

Existing Zoning:
Site: R2
North: County A-1
South: R1& P
East: R2
West: R1

Existing Land Uses:
Site: Ag
North: County Res
South: Residential
East: Ag and Res
West: Res and River

Future Land Use Map:
General Urban and Suburban

Attachments:
1. Subdivision and Zoning Ordinance Requirements
2. Comprehensive Plan Policies
3. Maps and aerial photos
4. Preliminary Plat
5. Traffic Study Executive statement

Requested Action: For the Mayor and City Council to approve the final plat for River Hollow at Sage Lakes Division No. 2.

History: The property was annexed in 2024 with an initial zone of R2, Mixed Residential Zone. A preliminary plat received Planning and Zoning Commission approval September 3, 2024. After looking at the City's aerial records this property has been agricultural land from 1954 until today.

Staff Comments: This final plat is generally consistent with the preliminary plat and including 17.5 acres comprised of 78 lots with 75 buildable lots and three non-buildable lots. The non-buildable lots are intended for storm pond, landscape lot, and public access lot.

The final plat will have several collectors and local streets. Residential collectors will have a width of 70' right-of-way. Designated local streets will have a 60' right-of-way. Access into River Hollow will come from 5th W and 65th N.

The Comprehensive Plan identifies this area as General Urban and Suburban. The General Urban Transect denotes residential areas with a mix of commercial and service uses convenient to residents. These areas contain a wide variety of housing types, generally including small single-units, duplexes, triplexes, fourplexes, courtyard apartments, bungalow courts, townhouses, multiplexes and live-work units. Lot sizes are smaller and more compact than suburban areas. These areas could also include parks, schools, churches and commercial services. Suburban denotes existing or planned residential areas in close proximity to or with easy vehicular access to regional commercial service areas that provide daily household needs.

The average lot density is 2.4 units per acre, well below the maximum density allowed in the R2 zone of 17 units per acre. Buildable lots are designated for single dwelling detached and single dwelling attached in Division No. 2. All proposed block lengths fall between 400' and 1300' as required by the Subdivision Ordinance.

Staff Recommendation: Staff has reviewed the final plat and finds that it is consistent with the Subdivision and Comprehensive Zoning Ordinance. Staff recommends approval of the final plat.

Subdivision Ordinance: Boxes with an "X" indicated compliance with the ordinance

REQUIREMENTS	Staff Review
Requirements listed in Section 10-1:	
Building envelopes sufficient to construct a building.	X
Lot dimensions conform to the minimum standards of Zoning Ordinance.	X
Lots have full frontage on, and access to, a dedicated street.	X
Residential lots do not have direct access to arterial streets.	X
Direct access to arterial streets from commercial or industrial lots shall be permitted only where it can be demonstrated that: 1) The direct access will not impede the flow of traffic on the arterial or otherwise create an unsafe condition; 2) There is no reasonable alternative for access to the arterial via a collector street; 3) There is sufficient sight distance along the arterial from the proposed point of access; 4) The proposed access is located so as not to interfere with the safe and efficient functioning of any intersection; and 5) The developer or owner agrees to provide all improvements, such as turning lanes or signals, necessitated for the safe and efficient uses of the proposes access.	N/A
Adequate provisions shall be made for soil preservation, drainage patterns, and debris and waste disposal and collection.	X
Sidelines of lots shall be at, or near, right angles or radial to the street lines. All corner lots shall have a minimum radius of twenty feet on the property line.	X
All property within the subdivision shall be included within a lot or area dedicated for public use.	X
All corner lots zoned RP through R-3, inclusive, shall be a minimum of ten percent larger in area than the average area of all similarly zoned lots in the plat or subdivision under consideration.	X
All major streets in subdivision must conform to the major street plan of the City, as set forth in Comprehensive Plan.	X
The alignment and width of previously platted streets shall be preserved unless topographical conditions or existing buildings or structures required otherwise.	X
Residential lots adjoining arterial streets shall comply with: 1) Such lots shall have reverse frontage on the arterial streets, 2) such lots shall be buffered from the arterial street by any effective combination of the following: lot depth, earth berms, vegetation, walls or fences, and structural soundproofing, 3) Minimum lot depth shall be 150 ft except where the use of berms, vegetation, and structures can be demonstrated to constitute an effective buffer, 4) Whenever practical, existing roadside trees shall be saved and used in the arterial buffer, 5) Parking areas shall be used as part of the arterial buffer for high density residential uses, 6) Annexation and development agreement shall include provisions for installation and continued maintenance of arterial buffers.	N/A

Planning Director to classify street on basis of zoning, traffic volume, function, growth, vehicular & pedestrian safety, and population density.	Collectors: Sherwood Lane, Wind Drive, River Hollow Lane, Ancestor Drive, Local: Belair Drive, River Hollow Lane

Zoning Ordinance:

11-3-3: PURPOSE OF RESIDENTIAL ZONES

(D) R2 Mixed Residential Zone. This zone provides a residential zone characterized by smaller lots and dwellings, more compact and denser residential development; and higher volumes of vehicular and pedestrian traffic than are characteristic of the RE, RP and R1 Zones. The principal uses permitted in the R2 Zone shall be one (1), two (2), three (3), and four (4) dwelling units. This zone is also generally located near limited commercial services that provide daily household needs.

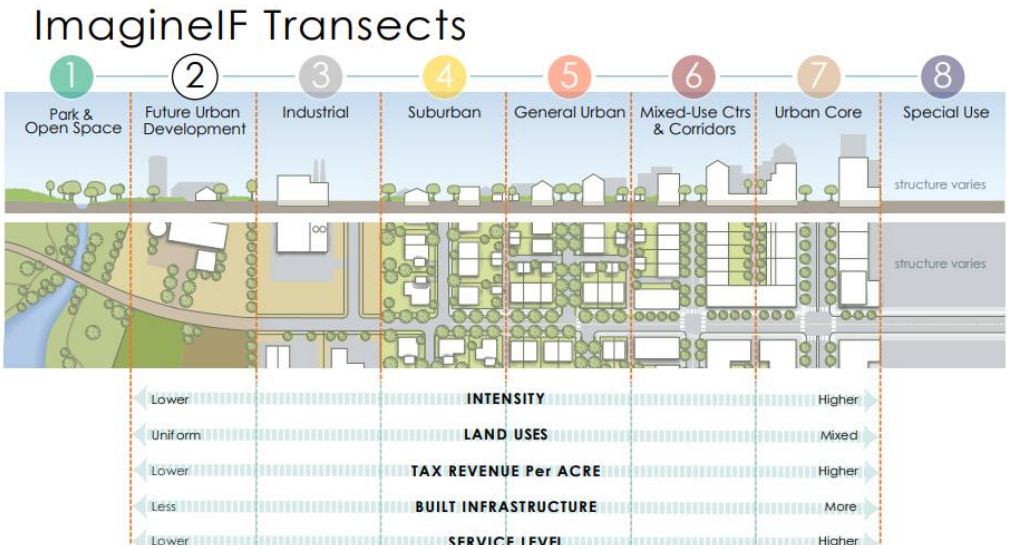
11-3-4: DIMENSIONAL STANDARDS FOR RESIDENTIAL ZONES.

Table 11-3-1: Dimensional Standards for Residential Zones

	RE	RP	R1	R2	TN	R3	R3A	RMH
Lot Area								
Lot Area Minimum in ft²	1 acre*	12,000	7,000	6,000*	3,000*	5,000*	5,000	3,000
Lot Area Maximum in ft²			13,500*					
Site Width								
Site Width at Front Setback, Minimum in ft.	150	60	50	50	25	50	50	25
Setbacks, Minimum in ft.								
Front	40	30*	25*	20*	15*	15	15	15
Front Maximum in ft.					20*			
Side	20	7.5/10*	6	6	5	6	6	5
Rear	40	25	25	25	10	25*	25*	10
Lot Coverage, Building Height, and Density								
Maximum Lot Coverage in %	30	40	40	80	50	80	80	50
Maximum Building Height in ft*	24	24	24	36	*			24
Maximum Density in gross units/acre	1	4	6	17	15	35	35	35
*See explanations, exceptions and qualifications in Section 11-3-4A,B,C of this Zoning Code.								

(Ord. 3218, 9-13-18) (Ord. 3310, 6-18-20) (Ord. 3452, 3-31-22) (Ord. 3496, 12-8-22)

Comprehensive Plan:





4. **Suburban**

Snapshot: The Suburban Transect denotes existing or planned residential areas in close proximity to or with easy vehicular access to regional commercial service areas that provide daily household needs. These areas contain various housing types, generally including detached and attached single-unit dwellings, accessory dwelling units, duplexes and triplex and fourplex units at a house scale. Residential development should include a mix of housing types, price points and sizes and should not be exclusively detached single-dwelling units. These areas could also include parks, schools, churches and small commercial nodes adjacent to major roadways. Curvilinear streets and cul-de-sacs are common. Although existing road patterns and lot sizes have created low levels of connectivity and convenience to services, opportunities to increase these features should be identified and planned for.

Local examples: Silverleaf, Mill Run, Fairway Estates, Ivan's Acres, Shamrock Park, Home Ranch, Stonebrook, Brookside and Southpoint Subdivisions



5. **General Urban**

Snapshot: The General Urban Transect denotes residential areas with a mix of commercial and service uses convenient to residents. These areas contain a wide variety of housing types, generally including small single-units, duplexes, triplexes, fourplexes, courtyard apartments, bungalow courts, townhouses, multiplexes and live-work units. Lot sizes are smaller and more compact than suburban areas. These areas could also include, parks, schools, churches and commercial services. These areas have highly connective street patterns, similar to the traditional grid-pattern that encourages bicycle and pedestrian usage. These areas should be near an existing or part of a new walkable center.

Local examples: Bonnavista Addition, Johns Height Subdivision, Jennie Lee Addition, Bell-Aire, Linden Park, Linden Trails, Falls Valley

February 4, 2025 7:00 p.m. Planning Department

City Annex Council Chambers

MEMBERS PRESENT: Commissioners Arnold Cantu, Glen Ogden, Dale Storer, Bill Scott, Forrest Ihler, Matthew Meehan.

MEMBERS ABSENT: Marsha McDaniel.

ALSO PRESENT: Assistant Planning Director Kerry Beutler, Naysha Foster Planner, Caitlin Long Planner, Brian Stevens Planner; Jacob Beck, Esq, City Attorney, and interested citizens.

CALL TO ORDER: Ogden called the meeting to order at 7:00 p.m. Ogden indicated that Item No. 2 has been withdrawn for now and that will be noticed when it is ready.

MINUTES: Storer moved to accept the minutes of January 7, 2025, Ihler seconded the motion. The motion passed unanimously.

Business:

6. PLAT 24-060: FINAL PLAT FOR RIVER HOLLOW AT SAGE LAKES DIVISION NO.2.

Applicant: Clint Humphries, Eagle Rock Engineering, 1330 Fremont Ave., Idaho Falls. Humphries stated that they are continuing along with the 6 divisions in this preliminary plat. The developer is wanting to move forward aggressively, and they are pushing forward with reviews. There are 77 lots within Division 2 and 35 are single family residential, and there are 40 townhome units within this new division. 4.4 lots per acre and they are trying to target a different housing segment for the developer and there will be more townhomes in Division 3.

Ogden asked about the main entrance off of Sherwood Lane onto 65th and asked if it connects to the north yet. Humphries stated that on the north side is Glenn Abbey which will be constructed with the first division and there will be one new access onto 65th N.

Scott asked about the data on the traffic report and asked about the time frame and how many days the information was collected. Humphries stated that morning peak hours are 6-8 a.m. and peak afternoon are 4-6 p.m. in the afternoon. Scott asked what B/C ratio means. Humphries didn't know as he is not a traffic engineer.

Stevens presented the staff report, a part of the record.

Storer likes to see single family homes coming back to development.

Scott likes to see the traffic report provided.

Ihler asked about the road from 65th to the connection of River Road in a straight shot, is there consideration for people taking short cuts, is it a collector, is it wider, just looking for clarification and the story on the road.

Humphries stated that they have that at a 70' right of way so it is wider, and the intention is to provide easy access to the available City and County roads for the subdivision. They were trying to get the traffic to flow out as easily as possible. Ihler asked if there was a consideration of doing a 4 way stop within the development. Humphries stated that it is a good consideration and see what the recommendations have been in Division 1 from City Staff and Engineer. Humphries believes they are 2 way stops currently.

Ihler asked if they could consider a 4 way near the intersection near the pond/open space park.

Humphries stated that the traffic impact study that was done provided recommendations for what the developer needed to do on entrance and exit and other improvements on 65th North specifically. The recommendations will be provided within Division 1 and 2, including turn lanes.

Meehan asked about the storm pond and the amenities within that pond and whether it is HOA/private or public. Humphries stated that it is to be determined. When they were working with City staff, they were going to do a large park and provide park space for that side of town as Parks and Recreation is trying to focus on that area. The developer is working with Parks and Recreation, but that discussion has gone into a grey area, and they are not sure if that plan will be implemented.

Storer moved to recommend to the Mayor and City Council approval of the Final Plat for River Hollow at Sage Lakes Division No. 2. Meehan seconded the motion. Ogden called for roll call vote: Cantu, yes; Storer, yes; Ihler, yes; Ogden, yes; Meehan, yes; Scott, yes. The motion passed unanimously.

REASONED STATEMENT OF RELEVANT CRITERIA AND STANDARDS

APPROVAL OF THE FINAL PLAT FOR RIVER HOLLOW DIVISION NO. 2 GENERALLY LOCATED NORTH OF 65TH N, EAST OF THE 5TH W, SOUTH OF COMMONS RD., WEST OF THE IDAHO CANAL.

WHEREAS, the applicant filed an application for a Final plat on December 18, 2024; and

WHEREAS, this matter came before the Idaho Falls Planning and Zoning Commission during a duly noticed public hearing on February 2, 2025; and

WHEREAS, having reviewed the application, including all exhibits entered and having considered the issues presented:

I. RELEVANT CRITERIA AND STANDARDS

1. The Planning and Zoning Commission considered the request pursuant to the City of Idaho Falls Comprehensive Plan, the City of Idaho Falls Zoning Ordinance, the City of Idaho Falls Subdivision Ordinance, the Local Land Use Planning Act, and other applicable development regulations.
2. The property is an approximate 17.43-acre parcel generally located north of 65th N, east of 5th W, south of Commons Rd., west of the Idaho Canal.
3. The plat includes 78 lots with 75 buildable lots and 3 non-buildable lots.
4. Access to the plat will come from 5th West and 65th North, Arterials.
5. The plat complies with all requirements of the Subdivision Ordinance and Zoning Ordinance.
6. The proposed development is consistent with the principles of the City's Comprehensive Plan and R2, Mixed Residential Zone.

II. DECISION

Based on the above Reasoned Statement of Relevant Criteria, the Mayor and City Counsel of the City of Idaho Falls approved the Final Plat.

PASSED BY THE PLANNING AND ZONING COMMISSION OF THE CITY OF IDAHO FALLS

THIS _____ DAY OF _____, 2025

_____

Rebecca L. Noah Casper - Mayor

DEVELOPMENT AGREEMENT
RIVER HOLLOW AT SAGE LAKES DIVISION NO. 2

This DEVELOPMENT AGREEMENT RIVER HOLLOW AT SAGE LAKES DIVISION NO. 2 ("AGREEMENT"), made this _____ day of _____, 2025, by and between CITY OF IDAHO FALLS, IDAHO, a municipal corporation of the State of Idaho, ("CITY"), whose mailing address is P.O. Box 50220, Idaho Falls, Idaho 83405, and ROCKWELL HOMES, whose mailing address is 3539 East Briar Creek Lane, Suite E, Ammon, Idaho 83406 ("DEVELOPER").

W I T N E S S E T H:

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

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

WHEREAS, City Engineer, and the Idaho Falls Planning and Zoning Commission, have recommended such development be allowed, subject to certain requirements and obligations on the part of DEVELOPER; and

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

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

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

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

WHEREAS, DEVELOPER and CITY believe that without the public improvements required herein, CITY would not be able to otherwise provide for mitigation of the effects of the

Subdivision development on the ability of CITY to deliver services without compromising quality of such service delivery to current CITY residents, or without imposing substantial additional costs upon current CITY residents to accommodate the proposed Subdivision; and

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

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

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

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

WHEREAS, DEVELOPER has submitted a preliminary plat bearing the Subdivision name described in the caption of this AGREEMENT; and

WHEREAS, City Engineer and City Planning and Zoning Commission have recommended such Subdivision be approved subject to certain requirements and obligations on the part of DEVELOPER; and

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

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

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

2. Improvement, Preliminary, and Final Improvement Plans. "Improvement Plans," used in this AGREEMENT, are engineer-designed plans showing all streets, sewer lines, water lines, storm drains, street signs, traffic control devices, barricades, other public utilities (telephone, gas,

electricity, fiber optic and irrigation facilities) and other public improvements contemplated within the Subdivision. "Preliminary Improvement Plans" as used in this AGREEMENT, are those Improvement Plans submitted and considered for the Subdivision development prior to the approval of City Engineer, and not yet approved for construction. "Final Improvement Plans" as used in this AGREEMENT, are those Improvement Plans submitted, considered and approved by City Engineer for the Subdivision development.

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

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

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

5. Inspection. DEVELOPER shall retain a professional engineer (hereafter referred to as the "Project Engineer") licensed within the State of Idaho to supervise, inspect and test the construction of all public improvements within the Subdivision in order to ensure such

improvements are constructed in accordance with this AGREEMENT, the Improvement Plans and the Standard Specifications. DEVELOPER shall not materially deviate from the Improvement Plans or Standard Specifications without the express written approval of the City Engineer.

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

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

8. Warranty. DEVELOPER warrants that the materials and workmanship employed in the construction of all public improvements within the Subdivision shall be good and sound, and shall conform to generally accepted standards within the construction industry. Such warranty shall extend for a period of one (1) year after acceptance of any phase or division of the Subdivision within which such improvements are located, by CITY, provided nothing herein shall limit the

time within which CITY may bring an action against DEVELOPER on account of DEVELOPER's failure to construct such improvements in accordance with this AGREEMENT, the Improvement Plans or the Standard Specifications. DEVELOPER, and DEVELOPER's heirs, successors and assigns, shall and do hereby respectively warrant and agree, to defend the quiet and peaceful possession of CITY in all easements, rights-of-way, street dedications or other estates conveyed pursuant to the terms of this AGREEMENT or pursuant to the subdivision plat which is the subject hereof, from and against all claims against DEVELOPER and DEVELOPER's successors or assigns, respectively, and against every person whomsoever who lawfully holds, or who later lawfully claims to have held, rights in the premises by or through DEVELOPER and DEVELOPER's successors or assigns, respectively, as of the date of this AGREEMENT.

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

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

11. Participation by CITY. The parties agree that those portions of the water main, the sanitary sewer line, storm drains and street section work (hereafter collectively referred to as the "Shared Work"), the cost of which CITY has expressly agreed to pay pursuant to the Special Conditions, including any water or sewer line or storm line extensions, increased line size or capacity and road width or thickness, are required because of future service needs originating from properties not owned by DEVELOPER and located within the vicinity of the Subdivision, and that sound planning requires construction thereof at the present time in order to accommodate future expansion and development. In recognition of the cost savings which can be accomplished by construction of such excess capacity and improvements concurrently with the facilities to be constructed for DEVELOPER's purposes, and the impracticality or impossibility of constructing such excess capacity and improvements separately or at a later time, DEVELOPER agrees to design and construct such facilities subject to CITY's agreement to reimburse DEVELOPER for a portion of such costs, all as set forth in the Special Conditions. Prior to the commencement of the

Shared Work, DEVELOPER shall obtain and deliver to CITY three (3) independent bona fide bids for the performance of such work from qualified and responsible contractors. Such bids shall be solicited and itemized in a manner which allows clear and specific identification of that portion of the construction work for which CITY is responsible. CITY shall have no obligation to pay for any portion of the costs of the Shared work unless prior to the commencement of the work, the parties have expressly agreed in writing to a specific amount for which CITY will reimburse the DEVELOPER. Payment of such costs by CITY shall be due within thirty (30) days from acceptance of the Subdivision by CITY and delivery of an itemized statement to CITY setting forth in detail the total amount of the costs for which CITY is responsible.

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

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

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

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

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

17. Occupancy. No building or structure within the Subdivision shall be used or occupied for any purpose other than for the construction of such building or structure, unless a final plat has

been filed and approved and all public improvements within the plat have been completed and accepted by City Engineer. CITY may withhold Certificates of Occupancy until all such work has been completed. Nothing herein shall prevent the use of a model building for the purpose of DEVELOPER's sales promotional efforts provided the building is not occupied for any other commercial or industrial purposes.

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

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

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

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

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

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

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

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

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

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

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

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

24. Governing Law. This AGREEMENT shall be governed by the laws of the State of Idaho. The venue for any action arising out of this Agreement shall be exclusively in the District Court of the Seventh Judicial District of the State of Idaho, Bonneville County or in the United States District Court for the District of Idaho.

25. Anti-Boycott Against Israel Act. Pursuant to Idaho Code section 67-2346, if payments under this AGREEMENT exceed one hundred thousand dollars ($100,000) and DEVELOPER employs ten (10) or more persons, DEVELOPER certifies that it is not currently engaged in, and will not for the duration of this AGREEMENT engage in, a boycott of goods or services from Israel or territories under its control. The terms in this Paragraph that are defined in Idaho Code section 67-2346 shall have the meaning defined therein.

26. Anti-Boycott of Certain Sectors. Pursuant to Idaho Code § 67-2347A, if payments under this Agreement exceed one hundred thousand dollars ($100,000) and CONTRACTOR employs ten (10) or more persons, CONTRACTOR certifies that it is not currently engaged in and will not for the duration of the Agreement engage in a boycott of any individual or company because the individual or company engages in or supports either (1) the exploration, production, utilization, transportation, sale, or manufacture of fossil fuel-based energy, timber, minerals, hydroelectric power, nuclear energy, or agriculture; or (2) the manufacture, distribution, sale, or use of firearms, as defined in Idaho Code § 18-3302(2)(d). The terms in this Paragraph that are defined in Idaho Code § 67-2347A shall have the meaning defined therein.

27. Certification of No Chinese Ownership. Pursuant to Idaho Code 67-2359, DEVELOPER certifies that DEVELOPER is not currently owned or operated by the government of the People's Republic of China and will not, for the duration of this AGREEMENT, be owned or operated by the government of the People's Republic China.

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

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

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

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

ATTEST:

CITY OF IDAHO FALLS, IDAHO

_____
Emily Geisler, City Clerk

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

ROCKWELL HOMES

By _____
Curtis Johnson, Vice President

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, the municipal corporation that executed the foregoing document, and acknowledged to me that they are authorized to execute the same for and on behalf of said City.

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

(Seal)

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

STATE OF IDAHO)
) ss:
County of Bonneville)

On this 20 day of August, 2025, before me, the undersigned, a notary public, in and for said State, personally appeared Curtis Johnson, known or identified to me to be an authorized signator and whose name is subscribed to the within instrument and acknowledged to me that they are authorized to execute the same for and on behalf of said developer.

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

(Seal) SPENCER REEVES NOTARY PUBLIC STATE OF IDAHO Exp. 09/6/2030 Comm. No. 20243365

_____
Notary Public of Idaho
Residing at: Iona, ID
My Commission Expires: 9/6/2030

EXHIBIT "A"
PROPERTY

LEGAL DESCRIPTION
RIVER HOLLOW AT SAGE LAKES DIVISION NO. 2

BEGINNING AT A POINT THAT IS N.88°59'39"E. ALONG THE SECTION LINE 354.86 FEET AND N.00°02'28"W. 25.00 FEET FROM THE SOUTHWEST CORNER OF SECTION 30, TOWNSHIP 3 NORTH, RANGE 38 EAST OF THE BOISE MERIDIAN, SAID POINT BEING ON THE NORTH RIGHT-OF-WAY LINE OF 65TH NORTH; RUNNING THENCE N.00°02'28"W. 86.96 FEET; THENCE N.24°20'25"W. 119.98 FEET; THENCE N.01°28'24"W. 468.90 FEET; THENCE N.50°08'16"E. 125.66 FEET; THENCE N.01°01'25"W. 145.16 FEET; THENCE N.19°08'17"E. 174.67 FEET; THENCE N.37°38'56"E. 877.37 FEET; THENCE S.43°39'34"E. 142.04 FEET; THENCE S.44°03'16"W. 30.08 FEET; THENCE S.43°42'56"E. 158.48 FEET; THENCE S.29°08'56"E. 74.91 FEET; THENCE S.22°24'06"E. 126.77 FEET; THENCE S.01°00'21"E. 372.72 FEET; THENCE S.88°59'39"W. 120.00 FEET; THENCE S.01°00'21"E. 9.64 FEET; THENCE S.88°59'39"W. 198.59 FEET; THENCE N.01°00'21"W. 75.00 FEET; THENCE S.88°59'39"W. 134.99 FEET; THENCE N.11°00'48"W. 142.27 FEET; THENCE S.78°26'06"W. 15.00 FEET; THENCE S.11°01'13"E. 147.44 FEET; THENCE S.27°17'21"W. 108.30 FEET; THENCE S.15°17'37"W. 310.00 FEET; THENCE N.74°42'23"W. 120.00 FEET; THENCE S.15°17'37"W. 15.00 FEET; THENCE S.74°42'23"E. 115.00 FEET; THENCE S.09°15'08"W. 94.73 FEET; THENCE S.09°06'49"W. 70.00 FEET TO A POINT OF CURVE WITH A RADIUS OF 330.00 FEET AND A CHORD BEARING N.77°56'39"W. 28.21 FEET; THENCE TO THE RIGHT ALONG SAID CURVE 28.22 FEET THROUGH A CENTRAL ANGLE OF 04°53'56"; THENCE S.04°03'44"W. 107.44 FEET; THENCE N.88°59'39"E. 194.54 FEET; THENCE S.01°00'21"E. 95.00 FEET; THENCE N.88°59'39"E. 11.35 FEET; THENCE S.01°00'21"E. 70.00 FEET; THENCE S.43°59'39"W. 28.28 FEET; THENCE S.01°00'21"E. 99.02 FEET; THENCE S.46°00'21"E. 28.28 FEET; THENCE S.01°00'21"E. 25.00 FEET TO SAID NORTH RIGHT-OF-WAY LINE OF SAID EAST 65TH NORTH; THENCE S.88°59'39"W. ALONG SAID NORTH RIGHT-OF-WAY LINE 445.13 FEET TO THE POINT OF BEGINNING, CONTAINING 17.392 ACRES.

EXHIBIT "B"
SPECIAL CONDITIONS

RIVER HOLLOW AT SAGE LAKES DIVISION NO. 2

S.C. 1.00 Traffic Signs. DEVELOPER agrees to install all street signs designating the names of all streets within the Subdivision. Street signs designating the name of public streets shall be constructed with white letters over green background. Street signs designating the name of private streets shall be constructed with white lettering over blue background. Such signs shall be installed in the manner and locations as directed by CITY's Engineer.

S.C. 2.00 Access to 65th North and 5th West. Access to 65th North and 5th West shall be in accordance with the Bonneville Metropolitan Planning Organization ("BMPO") Access Management Plan.

S.C. 3.00 65th North and 5th West Turn Lanes. DEVELOPER has completed a Traffic Impact Study for this Project. The study identified turn lane improvements are required off of the arterial roadways of 65th North and 5th West. Turn lanes shall be constructed by DEVELOPER as shown on CITY-approved Improvement Drawings.

S.C. 4.00 Subdivision Seal Coat. In order to preserve the long-term effectiveness of required roadway seal coat in the Subdivision, DEVELOPER shall pay all seal coat costs associated with Subdivision improvements rather than applying the initial seal coat. In lieu of DEVELOPER seal coat application, DEVELOPER shall pay Forty Thousand One Hundred Sixty-Five Dollars and Forty-Five Cents ($40,165.45) (13,169 square yards at $3.05 per square yard). CITY shall use such payment to apply the required seal coat at a later date, when Subdivision building permits are completed and at CITY's sole discretion on timing.

S.C. 5.00 Existing Infrastructure. When it is necessary to move or remove existing infrastructure not belonging to CITY and not within CITY right-of-way, DEVELOPER shall coordinate such activities with the applicable owner, (e.g., poles owned by Pacificorp, dba Rocky Mountain Power). Any existing electrical infrastructure owned by Pacificorp, dba Rocky Mountain Power, will require a buy-out from DEVELOPER prior to receipt of electrical service from CITY. Request for the buy-out, if any, is to be initiated by DEVELOPER after annexation.

S.C. 6.00 Construction of Idaho Falls Power and Idaho Falls Fiber Infrastructure. DEVELOPER shall, at DEVELOPER's sole expense, install all power infrastructure as described and illustrated on the Idaho Falls Power approved and signed contractor's map provided and reviewed by Idaho Falls Power. All power infrastructure installation shall conform with Idaho Falls Power's service policy. Typical power trench installation shall have a warranty of workmanship of one (1) year beginning at the time of CITY's final acceptance. However, if power infrastructure is installed during winter conditions (where frost is evident in the ground and backfill has the potential to be frozen earth)

the warranty of workmanship shall be extended to two (2) full years beginning at the time of CITY's final acceptance. DEVELOPER shall incur all costs associated with Idaho Falls Power/Idaho Falls Fiber crews removing infrastructure in order to remedy settling. This includes, but is not limited to, all settlement of trenching, transformer bases, fiber boxes, and/or conduit separation.

S.C. 7.00 Storm Drainage. Storm Drainage shall be designed and constructed to accommodate drainage of the lots within the Subdivision by DEVELOPER. The storm drainage system shall meet CITY's Storm Drainage Policy. The storm system shall be constructed as shown on CITY-approved Improvement Drawings. Maintenance of the storm system shall be the responsibility of DEVELOPER or DEVELOPER's heirs, successors, or assigns.

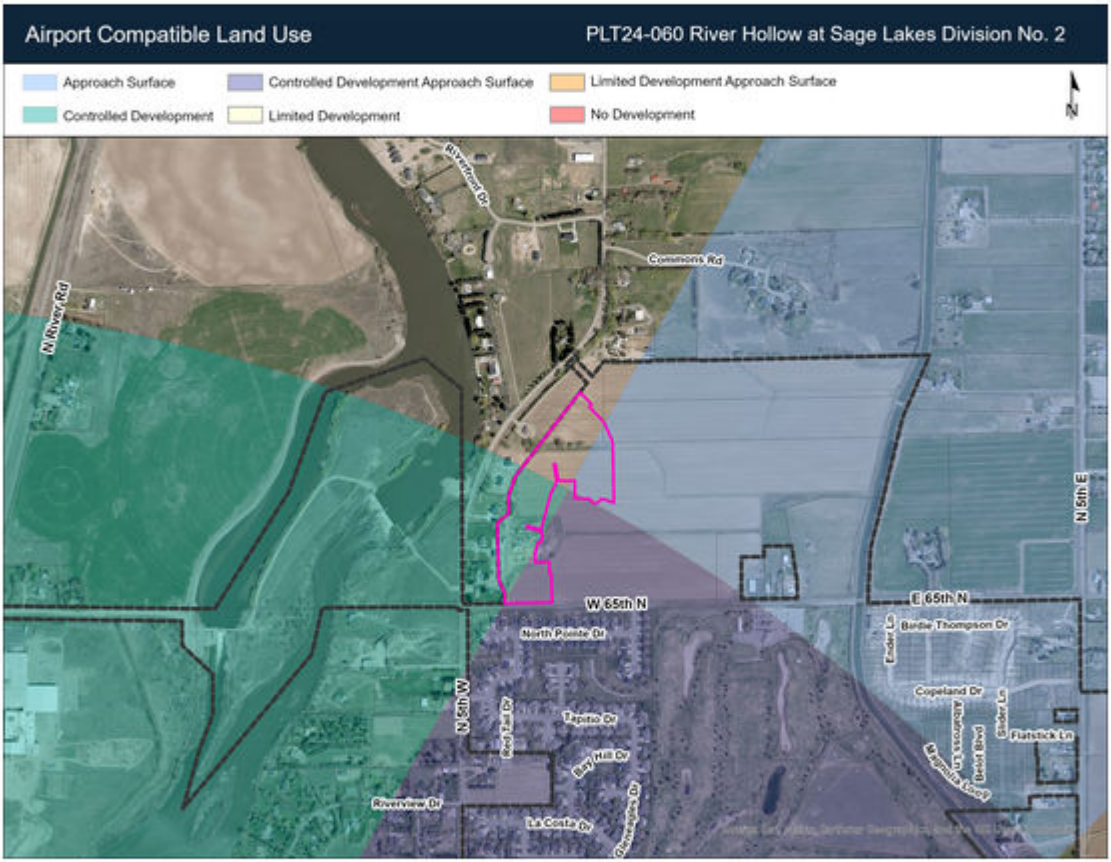
S.C. 8.00 Construction of Water Lines. DEVELOPER shall, at DEVELOPER's sole expense, design and construct One Thousand One Hundred Seventy-Six feet (1,176) of Sixteen-inch (16") water main line starting approximately 345 feet East from the intersection of 65th North and Sherwood Lane and continuing West to and across the entire frontage of this Subdivision to the intersection of 65th N and 5th West then running south approximately 110 feet, as shown on the improvement plans approved by and on file with CITY Engineer. DEVELOPER shall design and construct, at DEVELOPER's sole expense, all water mains and appurtenances within the Subdivision in accordance with CITY Standard Drawings and Engineering Specifications and as shown on the Improvement Drawings filed with and approved by CITY's Engineer, and upon completion thereof, DEVELOPER shall furnish CITY with a certificate signed by a licensed professional engineer, certifying that the water mains and appurtenances have been constructed in accordance with such Specifications. CITY agrees to reimburse DEVELOPER that portion of the costs of materials for the Sixteen-inch (16") main line (1,176 feet) which exceeds the costs of materials for an Eight-inch (8") water main line, subject to the limitations and bid procurement requirements of this AGREEMENT.

S.C. 9.00 Construction of Sanitary Sewer Lines. DEVELOPER shall, at DEVELOPER's sole expense, design and construct Nine Hundred and Twenty feet (920') of Twelve inch (12") sanitary sewer main line across the entire frontage of this Subdivision, as shown on the improvement plans approved by and on file with CITY Engineer. DEVELOPER shall design and construct, at DEVELOPER's sole expense, all sewer mains and appurtenances within the Subdivision in accordance with CITY Standard Drawings and Engineering Specifications and as shown on the Improvement Drawings filed with and approved by CITY Engineer, and upon completion thereof, DEVELOPER shall furnish CITY with a certificate signed by a licensed professional engineer, certifying that the sewer mains and appurtenances have been constructed in accordance with such Specifications. CITY agrees to reimburse DEVELOPER that portion of the costs of materials for the Twelve inch (12") main line (920 feet) which exceeds the costs of materials for an Eight inch (8") sewer main line, subject to the limitations and bid procurement requirements of this AGREEMENT.

S.C. 10.00 Pressurized Irrigation. DEVELOPER shall install a surface water pressurized irrigation system as shown on the improvement plans approved by and on file with CITY's Engineer. The system shall have a maximum diversion rate of 8.97 gallons per minute per developed acre, except

as otherwise approved, or restricted in times of emergency or drought, by the governing board of the irrigation district. The System shall draw surface water at the 8.97 gallons per minute at a continuous rate (24 hours a day, 7 days a week) subject to adjustment for weather and Irrigation District direction. The canal diversion location and irrigation system design shall be approved in writing by the governing board of the irrigation district prior to Construction. DEVOLPER shall provide required approval from the Irrigation District. The irrigation system shall be operational prior to CITY issuing a Certificate of Occupancy.

DEVELOPER shall arrange for a published water schedule allocated to the properties within the Subdivision to match up with the design and construction of the surface water pressurized irrigation system. Prior to the sale of any lots within the Subdivision, DEVELOPER shall notify property owners of the stipulated watering schedule, and that oversight of the watering schedule shall be the responsibility of DEVELOPER or DEVELOPER's heirs, successors, or assigns or property owners within the Subdivision.


Airport Compatible Land Use
PLT24-060 River Hollow at Sage Lakes Division No. 2
Approach Surface
Controlled Development Approach Surface
Limited Development Approach Surface
Controlled Development
Limited Development
No Development
N
Riverwood Dr
Commons Rd
N River Rd
N 5th E
W 65th N
E 65th N
North Pointe Dr
Bardie Thompson Dr
Ender Ln
Copeland Dr
Tapiso Dr
Red Tail Dr
W 5th W
Bay Hill Dr
Riverview Dr
La Conte Dr
Flatstick Ln
Slider Ln
Bobby Boyd
Jack Nicklaus Ln
Arnold Palmer Loop

Memorandum

File #: 25-378 **City Council Meeting**

FROM: Zachary Jones
DATE: Monday, September 8, 2025
DEPARTMENT: City Attorney

Subject
Written Findings and Conclusions Regarding Appeal by Alexander Kingsbury of Decision by the Idaho Falls Board of Adjustment

Council Action Desired
☐ Ordinance ☐ Resolution ☐ Public Hearing
☒ Other Action (Approval, Authorization, Ratification, etc.)
Approve the Reasoned Statement of Relevant Criteria and Standards prepared by staff regarding appeal by Alexander Kingsbury from Board of Adjustment's decision dated August 13, 2025, and execute the same (or take other action deemed appropriate).

Description, Background Information & Purpose
On September 8, 2025, the City Council held a hearing on an appeal by Alexander Kingsbury of the decision dated August 13, 2025, by the Board of Adjustment. After deliberation, the City Council sustained the decision of the Board of Adjustment and directed staff to prepare a Reasoned Statement of Relevant Criteria and Standards. The Legal Department has prepared the attached statement reflecting the rationale underlying the City Council's decision.

Alignment with City & Department Planning Objectives
☐ ☒ ☐ ☐ ☐ ☐ ☐ ☐
Approval of the reasoned statement supports the Good Governance Community-Oriented Result by providing due process for the appeal from the Board of Adjustment's decision dated August 13, 2025.

Interdepartmental Coordination
N/A

Fiscal Impact
N/A

Legal Review
The Legal Department prepared the Reasoned Statement of Relevant Criteria and Standards.

CITY COUNCIL'S REASONED STATEMENT OF RELEVANT CRITERIA AND STANDARDS – AN APPEAL FROM THE BOARD OF ADJUSTMENT'S DECISION DATED AUGUST 13, 2025, REGARDING THE 1796 CHARLENE STREET PROPERTY

This matter came before the Idaho Falls City Council (the "Council") on September 8, 2025, as an appeal from the August 13, 2025, written decision of the Board of Adjustment (the "Board"), denying an appeal from Alexander Kingsbury and Sara Pariseau (the "Appellants"), who are the residents of 1796 Charlene Street of Idaho Falls, Idaho 83402 (the "Property"). Appellants appealed to the Board following the receipt of a notification letter indicating that they were in violation of the City of Idaho Falls' ("the "City") zoning code.

HISTORY

Around the beginning of May 2025, the City's Code Enforcement sent a notice of violation letter (the "Weed Notice") to Sara Pariseau, one of the residents of the Property. This Weed Notice was issued due to Code Enforcement receiving multiple anonymous complaints that the property had an abundance of weeds growing on the front lawn. It was not immediately obvious that the Appellants were growing alfalfa and, as the majority of the lawn exceeded ten inches in height, Code Enforcement provided the Weed Notice and provided the Property some time to come into compliance with the City's weed ordinance as part of that notice.

Following receipt of the Weed Notice, Appellants filed an appeal with the City on May 16, 2025. With their appeal to the Weed Notice, Appellants provided a basis for their appeal within a letter and requested a hearing before the Board. A hearing regarding the Weed Notice was provided on May 29, 2025. At that hearing, Mr. Kingsbury argued that he had defenses to the weed ordinance in that he found the alfalfa to be ornamental, and that additionally they grew it for an

agricultural purpose. Wherein the Weed Notice only addressed the possible weed ordinance violations, and no other possible violations, the Board at that time was advised to address only the issue as it pertained to the weed ordinance.

Following deliberation on that hearing, the Board overturned Code Enforcement's notice of violation, and provided a Reasoned Statement of Relevant Criteria and Standards as it applied to their decision on the issue of the Weed Notice on June 21, 2025 (the "First Statement"). In the First Statement, and based upon the testimony at the May 29 hearing, the Board determined that Appellants were growing alfalfa in their front yard, that they were growing it in excess of ten inches in violation of the weed ordinance, but that due to the testimony that it was being grown for an agricultural purpose there was a defense that overturned the notice of violation. The Board did not find merit in Appellant's claim that the alfalfa was being grown for an ornamental purpose. At the hearing, and within the First Statement, it was noted that Appellants may be in violation of the zoning code where they were growing agriculture within an R1 zone, but the Board did not reach that issue at that time.

On June 24, 2025, the City's Community Development Services Department sent a notice of violation letter to the Appellants regarding the zone violation (the "Zone Notice"). The Zone Notice addressed that agriculture is not an allowed land use within R1 Zones, and that such a use is only allowed in Residential Estate Zones. Appellants appealed the Zone Notice, filing another letter with the City on June 27, 2025, that again set forth a basis for their appeal and again requested a hearing in front of the Board. A hearing on the appeal of the Zone Notice was held on July 14, 2025. At that hearing, Appellant Mr. Kingsbury argued that Appellants had a right to grow alfalfa in their front yard and that such was protected under the Right to Farm Act (the "Act"). However, the Act was further explained to the Board that it was provided for the specific purpose of

protecting existing agricultural operations from becoming a nuisance when urbanization and other nonagricultural activities develop around farmland that is already in existence.

In that hearing, the Board upheld the City's Zone Notice. On August 13, 2025, the Board issued its Reasoned Statement of Relevant Criteria and Standards (the "Second Statement"). The Second Statement provided that Appellants' Property did not fall under the Act's protections, particularly where Appellants' Property had been subdivided, zoned, and developed as residential for the past 67 years. The Board found, and provided within the Second Statement, that the Act protects existing rural farmland and agricultural operations from new and encroaching urban areas with nonagricultural uses. The Board determined that a garden is an accessory use that is consistent with residential uses, but found that Appellants' activity of converting the entirety of their front lawn into an alfalfa field far exceeded that of gardening.

Appellants filed a letter appealing the Board's decision. They filed that letter with the City on July 28, 2025, prior to receiving the Second Statement. Within that letter, they failed to provide a basis for the appeal but, instead, they gave just a simple statement declaring that they appealed the decision. On August 15, 2025, the City emailed Mr. Kingsbury the Second Statement. The Second Statement provided the process of appealing the Board's decision to the Council, and set forth the requirement of providing the written objections to the decision. Within the email itself, City staff requested that Appellants resubmit their letter of appeal and to include their objections to the Board's decision. Appellants, however, did not resubmit any letter setting forth their basis for objection.

The Council held a hearing on this appeal on September 8, 2025, and voted to sustain the Board's decision.

ISSUES ON APPEAL

1. **Whether Appellants waived their appeal by not providing a written basis discussing their objections to the Board's decisions and the Statement.**
2. **Whether the Board erred in its application of local and state laws.**

STANDARD OF REVIEW

The Council serves in an appellate capacity in reviewing decisions made by the Board of Adjustment. City Code § 11-6-4(F). Appeals to the Council are not a free review of the Board of Adjustment's decision. The City's zoning code constrains the Council's review. *See Veterans Park Neighborhood Ass'n, Inc. v. City of Boise*, 175 Idaho 194, 564 P.3d 350, 362-63 (2025). First, the Council's review is limited to the record generated and preserved by the Board of Adjustment; "no additional public testimony or information" is taken at the appeal. City Code § 11-6-4(F). Second, the Council's review is to be focused on "sound reason and practical application of recognized principles of law." *Id.*

On appeal, factual findings made by the trier-of-fact "are reviewed for clear error and will not be disturbed if the findings are supported by substantial and competent evidence, even if there is conflicting evidence. *See Pickering v. Sanchez,* 173 Idaho 478, 484, 544 P.3d 135, 141 (2024) (quoting *Gestner v. Divine,* 171 Idaho 159, 166, 519 P.3d 439, 446 (2022)). "Substantial evidence is that which a reasonable trier-of-fact would accept and rely upon it in determining findings of fact." *Id.* (quoting *Gestner*, 171 Idaho at 166, 519 P.3d at 446). Questions of law, however, are reviewed de novo. *Id.* (citing *Siercke v. Siercke*, 167 Idaho 709, 713, 476 P.3d 376, 380 (2020)).

ANALYSIS

The City is required and authorized by the Idaho Legislature to regulate land use in the City by the Local Land Use Planning Act, Idaho Code Title 67, Chapter 65 ("LLUPA"). *See*

Caesar v. State, 101 Idaho 158, 160 (1980) (holding that Idaho's cities only have the powers expressly or impliedly granted to them); Idaho Code § 67-6511 (requirement for counties and cities to adopt zoning ordinance). Council appropriately exercised that authority in providing the zoning codes and ordinances that are contained within the City's Zoning Code.

Council affirms the decision of the Board as provided within the Second Statement on two separate grounds. The first ground is that Appellants have waived their issues on appeal. The second ground is that the Board did not err in its interpretations of law or fact when making its decision and providing it within the Second Statement.

1. **The Appellants waived any and all issues on appeal when failing to provide a written basis for their objections to the Boards decision.**

The Appellants have waived their issues on appeal by not providing basis for an appeal. "Decisions of the Board of Adjustment [] shall be final unless a written appeal is made to the City Council within fourteen (14) days of the date of the written notice of decision[]. The written notice of appeal shall be filed with the Zoning Administrator *and shall set forth the objections to the decision made by the Board of Adjustment* . . . ." Idaho Falls City Code 11-6-4-(C)(1)-(C)(1)(a) (emphasis added). When issues on appeal are not supported by propositions of law, authority, or argument, they will not be considered. *State v. Zichko*, 129 Idaho 259, 263, 923 P.2d 966, 970 (1996). A party waives an issue cited on appeal if either authority or argument is lacking, not just if both are lacking. *Id*.

In submitting their letter to appeal the Board's decision to Council, Appellants only submitted that they were appealing the decision and provided nothing more. They provided no written basis for the appeal or written objections to the Board's decision. They did not cite to any legal authority, or set forth any argument to support the reason for their appeal. Council notes that

Appellants were provided an opportunity to abide by the City Code. The Second Statement, which Appellants received via email on August 15, 2025, provides the language from the Code requiring that objections to the decision be set forth in writing. The email itself requested that Appellants resubmit a letter of appeal that included their objections to the decision. This email was received approximately three (3) weeks prior to the appellate hearing before Council, providing Appellants ample time to resubmit a letter that set forth the basis of their appeal. Because Appellants failed to file a written objection containing any relevant authority or argument, Council finds that Appellants have waived their issues on this appeal. This reason, by itself, is sufficient for the Council to sustain the Board's decision.

2. **The Board exercised sound reasoning based on law and fact in making a decision within the Second Statement, and did not err in arriving to its decision.**

Even setting aside Appellants' waiver, which constitutes an independent basis for sustaining the Board's decision, Council holds that the Board did not err when making a determination to deny the Appellants' appeal as to the Zone Notice. Idaho Falls City Code currently only permits agriculture within one (1) type if residential, a Residential Estate Zone. *See* Table 11-2-1: Allowed Uses in Residential Zones, Idaho Falls City Code Title 11, Chapter 2. R1 Zones do not permit agriculture. *Id.* All evidence provided demonstrates that Appellants' Property is contained within an R1 Zone. The evidence additionally showed that this Property had been in a R1 Zone or similar zone for the past 67 years – no evidence was provided to the Board by Mr. Kingsbury to suggest that the Property was ever in a zone that permitted agriculture.

Appellant Mr. Kingsbury provided testimony at the Weed Notice hearing that the alfalfa that covered the entirety of his front lawn was being grown for an agricultural purpose of feeding the Appellants' horses that were located away from their premises. That purpose did not change

upon the subsequent hearing that pertained to the Zone Notice.[1] Appellant compared his operation to others who have gardens on their property. The Board acknowledged there are people in the community who have gardens upon their properties as an accessory use, but found that the Appellants' converting their entire front lawn to an alfalfa field far exceeded the accessory use of a garden.

The Council, acting in an appellate capacity, does not substitute its view for that of the trier-of-fact (i.e., the Board) as to the credibility of witnesses, the weight to be given to testimony, and the reasonable inferences to be drawn from the evidence. *See State v Knutson*, 121 Idaho 101, 104, 822 P.2d 998, 1001 (Ct.App.1991). The Board was provided substantial evidence to support its decision, and Council must provide deference to the weight that the Board gave to the credibility of that evidence. Because of such, Council upholds the factual findings of the Board and finds that there was no clear error.

Appellant Mr. Kingsbury additionally argued that the Right to Farm Act protects him and provides him a right to grow the alfalfa within his front lawn. While Council is allowed to have a *de novo* review of how laws are applied in appellate proceedings (*see Pickering,* 173 Idaho at 484, 544 P.3d at 141), Council finds that the Board applied the law of the Act the same way Council does. The Act is to be reviewed as a whole, and not just in portions. When viewed as a whole, it is apparent that the purpose of the act is to protect existing farmland from becoming a nuisance within urbanizing areas.

> The Right to Farm Act codified in Idaho Code Title 22, Chapter 45 seeks to reduce the loss of agricultural operations by *limiting the circumstances* whereby the operations may be deemed a nuisance. The Act protects *existing agricultural operations* from being declared a nuisance *so long as the operation is not improper* or negligent. The Act prevents the adoption of ordinances or resolutions declaring

[1] Even at the appeal hearing before the Council, Mr. Kingsbury maintained that the alfalfa grown is for an agricultural purpose.

> as a nuisance any agricultural operations operated in accordance with *generally recognized agricultural practices*.

Whitted v. Canyon County Board of Com'rs, 137 Idaho 118, 124, 44 P.3d 1173, 1179 (Statute citations omitted, emphasis added). Council holds the same opinion of the Board in that the Act does not apply to the Appellants' situation. Urban areas did not encroach upon the Appellants' alfalfa field, rather Appellants converted their front lawn to be an alfalfa field well within an urbanized area that did not permit agriculture. This resulted in various complaints at the beginning of the year that could not simply be ignored.

DECISION

The Council affirms the decision of the Board's decision dated August 13, 2025, based on two independent grounds: First, that Appellants waived their issues on appeal by failing to support them with written legal authority or argument and, second, that Appellant has failed to show factual or legal error in the Board's decision.

Dated this ___ day of September, 2025.

_____	_____
Lisa Burtenshaw Council President	Michelle Ziel-Dingman Council Member
_____	
Jim Francis Council Member	
_____	_____
Kirk Larsen Council Member	Jim Freeman Council Member

Idaho Code § 67-6535 Disclosure

The decision attached is a final decision on this matter. Any affected person seeking judicial review must seek reconsideration of the final decision within fourteen (14) days of this decision. Any such request must identify specific deficiencies in the decision for which reconsideration is sought. Any judicial review of this decision must be filed in the Idaho District Court, Seventh Judicial District, in and for the County of Bonneville, within twenty-eight (28) days of the service date of this decision.

Certificate of Service

I hereby certify that on this ____ day of September, 2025, I served a true and correct copy of the City's Council's Reasoned Statement of Relevant Criteria and Standards – An Appeal From The Board of Adjustment's Decision Dated August 13, 2025, Regarding The 1796 Charlene Street Property to the following individuals and by the method of delivery indicated:

Alexander Kingsbury
1796 Charlene St.
Idaho Falls, ID 83402

□ Email: alexanderskingsbury@gmail.com

Sara Pariseau
1796 Charlene St.
Idaho Falls, ID 83402

□ Certified U.S. Mail

_____
Emily Geisler, City Clerk