

CITY COUNCIL AGENDA

City of Idaho Falls
City Council Meeting

680 Park Avenue

Thursday

October 9, 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.

City Council Meeting

Agenda

680 Park Avenue
Idaho Falls, ID 83402

Thursday, October 9, 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) MUNICIPAL SERVICES

1) Purchase Replacement Equipment for Public Works, Streets Division **25-403**

Attachments: Quote

B) PUBLIC WORKS

1) Bid Award - Sewer Lift Station Backup Generators **25-392**

Attachments: Map/Bid Tab

C) IDAHO FALLS POWER

1) Kleinschmidt Phase IV Continuing Relicensing Professional Service Contract - FY2026 **25-404**

Attachments: Proposal

D) OFFICE OF THE CITY CLERK

1) City Council Minutes **25-388**

Attachments: Minutes 07.10.2025
Minutes 07.22.25
Minutes 07.28.2025
Minutes 07.31.2025

Action Item:

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

5. REGULAR AGENDA

A) MUNICIPAL SERVICES

1) Frontier Center Lobby Expansion Signage **25-393**

This project will provide fabrication and installation of the lobby ceiling fixture, interior signs, and American with Disabilities Act (ADA) directional signage for the Frontier Center Lobby Expansion project. A Request for Qualifications, IF 25-005, was issued on June 3, 2025, and closed on June 30, 2025. Two proposals were received. The evaluation criteria consisted of 1) experience with similar signage projects; 2) qualification and expertise of assigned personnel; 3) demonstrated ability to meet project timelines; 4) quality of references and 5) past performance. An evaluation team consisting of AKM Architecture, Studioi, the Frontier Center Auditorium Manager, the Municipal Services Director and a member of the Civic Foundation reviewed the proposals and conducted interviews with both submitters.

Action Item(s):
Approve the Frontier Center Lobby Expansion signage contract to Graphics MFG for a not-to-exceed amount of $256,250 (or take other action deemed appropriate).

Attachments: Signage RFQ
Signage Package Graphics MFG
Signage Package IF Signs
ROM Graphics MFG
Quote - IF Signs

B) PUBLIC WORKS

1) Change Order 1 with Iron Horse Trucking for Wastewater Sludge Hauling **25-401**

Attached for consideration is a Change Order with Iron Horse Trucking for the sludge hauling contract with the Wastewater Division. The Change Order increases the contract amount of biosolids haul from 125,000 kgal-mi to 250,000 kgal-mi at the contract bid price of 1.95 per kgal-mi, for a net increase of $243,750.

Action Item(s):
Approve the Change Order for a net increase of $243,750 and authorize the Mayor to sign the necessary documents (or take other action deemed appropriate).

Attachments: Change Order 1

2) Federal Transit Administration (FTA) 5307 Formula Grant Program Funding Agreement - Time Extension **25-400**

The original FTA 5307 Formula Grant Program Funding Agreement was approved in the August 22, 2024, Council Meeting. The agreement for consideration has been modified to allow an extra year to use this funding source, establishing a new termination date of September 30, 2026.

Action Item(s):
Approve the FTA 5307 Formula Grant Program Funding Agreement and authorize the Mayor to sign the necessary document (or take other action deemed appropriate).

Attachments: Extension

3) Federal Transit Administration (FTA) Formula Grant Program Funding Agreement **25-402**

The original FTA 5307 Formula Grant Program Funding Agreement was approved at the August 22, 2024, Council Meeting. That agreement established a funding total of $656,750. The agreement for consideration makes an additional $825,674 available for expenditure through September 30, 2027.

Action Item(s):
Approve the FTA 5307 Formula Grant Program Funding Agreement and authorize the Mayor to sign the necessary document (or take other action deemed appropriate).

Attachments: Funding Agreement

C) CITY ATTORNEY

1) Legal Services Agreement **25-394**

The City has entered into an engagement for legal services with Givens Pursley. It is anticipated that the legal fees will exceed $75,000, requiring authorization from the City Council for additional funds.

Action Item(s):
Approve a not-to-exceed amount of $150,000 for legal services pursuant to an engagement letter with Givens Pursley, LLP (or take other action deemed appropriate).

Attachments: Engagement Letter

D) COMMUNITY DEVELOPMENT SERVICES

1) Final Plat, Development Agreement, and Reasoned Statement of Relevant Criteria and Standards, Park Place Division No. 8 **25-395**

Attached is the application for the Final Plat, Development Agreement, and Reasoned Statement of Relevant Criteria and Standards for Park Place Division No. 8. The Planning and Zoning Commission considered this item at its December 3, 2024 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 Park Place Division No. 8 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 Park Place Division No. 8 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 Park Place Division No. 8 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

2) Final Plat and Reasoned Statement of Relevant Criteria and Standards, R&V Addition Division No. 2, First Amended **25-396**

Attached is the application for the Final Plat and Reasoned Statement of Relevant Criteria and Standards for R&V Addition Division No. 2, First Amended. On July 1, 2025, The Planning and Zoning Commission voted to recommend approval of the final plat to the Mayor and City Council as presented.

Action Item(s):

1. Accept or Approve the Final Plat for R&V Addition Division No. 2, First Amended and give authorization for the Mayor, City Engineer, and City Clerk to sign said Final Plat (or take other action deemed appropriate).

2. Approve the Reasoned Statement of Relevant Criteria and Standards for the Final Plat for R&V Addition Division No. 2, First Amended 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

3) Quasi-Judicial Public Hearing - Planned Unit Development (PUD) and Reasoned Statement of Relevant Criteria and Standards, Anderson Townhomes Division No. 2 **25-397**

Attached is the application for the PUD and Reasoned Statement of Relevant Criteria and Standards for Anderson Townhomes Division No. 2. On June 3, 2025, the Planning Commission unanimously voted to recommend approval of the PUD to the Mayor and City Council as presented.

Action Item(s):

1. Approve the Planned Unit Development (PUD) for Anderson Townhomes Division No.2 as presented (or take other action deemed appropriate).
2. Approve the Reasoned Statement of Relevant Criteria and Standards for the Planned Unit Development for

Anderson Townhomes Division No. 2 and give authorization for the Mayor to execute the necessary documents (or take other action deemed appropriate).

Attachments: Zoning Map
Aerial
Comp Plan Map
Elevation Drawings
Staff Report
PUD
PC Minutes
Reasoned Statement
Neighborhood Meeting Letter

4) Amendment to Title 11, Comprehensive Zoning Ordinance, Sections 11-2-5, Allowed Uses in Industrial and Special Purpose Zones; 11-2-6, Standards for Allowed Uses; 11-3-9, Purpose of Industrial Zones; 11-7-1, Definitions of Title 11 **25-398**

Action Item(s):
To approve the Ordinance amending to Title 11, Comprehensive Zoning Ordinance, Sections 11-2-5, Allowed Uses in Industrial and Special Purpose Zones; 11-2-6, Standards for Allowed Uses; 11-3-9, Purpose of Industrial Zones; 11-7-1, Definitions of Title 11 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: Staff Report
PC Minutes
Ordinance

5) Amendment to Title 11, Comprehensive Zoning Ordinance, Sections 11-2-6, Standards for Allowed Land Uses; and 11-7-1, Definitions related to pet grooming; and 11-4-4, Landscaping, Buffers, and Screening related to the placement and screening of refuse and recycling containers **25-399**

On September 2, 2025, the Planning Commission unanimously voted to recommend approval of the zoning ordinance amendment related to Section 11-2-6, Standards for Allowed Land Uses; and 11-7-1 Definitions related to pet grooming; and 11-4-4, Landscaping, Buffers, and Screening related to the placement and screening of refuse and recycling containers with additional wording added at the meeting. The nature of the amendment is captured in the attached staff report.

Action Item(s):
Approve the Ordinance amending Section 11-2-6, Standards for Allowed Land Uses; and 11-7-1,

Definitions related to pet grooming; and 11-4-4, Landscaping, Buffers, and Screening 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: Staff Report
PC Minutes
Ordinance

6. Announcements

7. Executive Session

Called pursuant to the provisions of Idaho Code Section 74-206(1)(b) to consider the evaluation, dismissal or disciplining of, or to hear complaints or charges brought against, a public officer, employee, staff member or individual agent, or public school student.
Council will not reconvene after the executive session.

8. Adjournment

Memorandum

File #: 25-403 **City Council Meeting**

FROM: Pam Alexander, Municipal Services Director
DATE: Thursday, October 2, 2025
DEPARTMENT: Municipal Services

Subject
Purchase Replacement Equipment for Public Works, Streets Division

Council Action Desired
☐ Ordinance ☐ Resolution ☐ Public Hearing
☒ Other Action (Approval, Authorization, Ratification, etc.)
Accept and approve the purchase of one replacement 2026 John Deere 410P Backhoe for Public Works from the Sourcewell cooperative purchasing contract #011723-JDC from John Deere for a total of $169,790.73 and authorize the Mayor to sign the necessary documents (or take other action deemed appropriate).

Description, Background Information & Purpose
This purchase will replace unit # 1545, a 2017 Caterpillar 430F 2IT 4x4 backhoe that is scheduled for replacement. The total purchase price of $169,790.73 includes a trade-in value for unit #1545 in the amount of $42,000.

Alignment with City & Department Planning Objectives



☐ ☐ ☐ ☐ ☐ ☐ ☐ ☒

The purchase of the backhoe supports the reliable public infrastructure and community-oriented transportation result by replacing equipment that has reached its useful life.

Interdepartmental Coordination
Public Works concurs with the award recommendation.

Fiscal Impact
Sufficient funding is available within the Public Works Streets' Division Municipal Equipment Replacement Fund (MERF).

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

Retail Purchase Order

RDO Equipment Co.
1505 Foote Dr
Idaho Falls ID, 83402
Phone: (208) 523-9915 - Fax:

Bill To:
CITY OF IDAHO FALLS
PO BOX 50220
IDAHO FALLS, ID, 834050220
BONNEVILLE ()
(208) 612-8433

Purchase Order Date:	9/24/2025
Purchase Order #:	1894130
Purchaser Account #:	84330001
Customer Purchase Order #:	Streets Quote
Customer Purchaser Type:	Governmental - City/Town/Village
Customer Market Use:	Other - Cemeteries
Location of First Working Use:	IDAHO FALLS, ID, 834050220
Dealer Account Number:	175951
Sales Professional:	Todd Robinson
Phone:	1 (208) 656-7497
Fax:	
Email:	trobinson@rdoequipment.com

Comments

Sourcewell discounts applied City of Idaho Falls account# 24221.
John Deere
Heavy construction equipment
#011723-JDC
Maturity Date: 4/14/2027

Equipment Information

Quantity	Serial Number Stock Number	Hours (approx.)	Status / Year / Make / Model Additional Items	List Price Per Unit	Cash Price
1	TBD TBD	0	New 2026 JOHN DEERE 410P	$276,965.00	$178,084.29
			Warranty -John Deere Power Train & Hyd.-60 Months, 2500 Hours,Deductible: 0, Exp Date: 4/30/2030		$0.00
1	TBD TBD	0	New 2025 NPK PH4 HAMMER CP/G015 LUBE	$25,200.00	$22,789.28
1	TBD TBD	0	New 2025 NPK C4C COMPACTOR FIXED STYLE	$11,680.00	$10,917.16

Equipment Subtotal: **$211,790.73**

Trade Information

Serial Number	Year / Make / Model	Payoff Information	Trade In Hours	Trade In Value
CAT0430FCHWG00471	2017 CAT 430F	$0.00	5155	($42,000.00)

Total Trade in Value: **($42,000.00)**
Trade Balance Owed: **$0.00**
Net Difference: **($42,000.00)**

Purchase Order Totals

Balance:	$169,790.73
Total Taxable Amount:	$0.00
ID STATE TAX:	$0.00
Sales Tax Total:	$0.00
Sub Total:	$169,790.73
Cash with Order:	$0.00
Balance Due:	**$169,790.73**

Legal Information

For the Construction Product(s)

ACKNOWLEDGMENTS - Purchaser offers to sell, transfer, and convey the item(s) listed as “Trade In” to the Dealer at or prior to the time of delivery of the above Product(s), as a “trade-in” to be applied against the cash price. Purchaser represents that each “trade-in” item shall be free and clear of all security interests, liens, and encumbrances at the time of transfer to the Dealer except to the extent shown below. The price to be allowed for each “trade-in” item is listed on this document. The Purchaser promises to pay the balance due shown hereon in cash, or to execute a Time Sale Agreement (Retail Installment Contract), or a Loan Agreement for the purchase price of the Product(s), plus additional charges shown thereon, or to execute a Lease Agreement, on or before delivery of the Product(s) ordered herein. Despite delivery of the Product(s) to the Purchaser, title shall remain with the Seller until one of the foregoing is accomplished. Except as provided herein and as necessary to protect RDO Equipment from the claims or a bankruptcy trustee or a buyer in the ordinary course or business, the Purchaser and the Dealer agree that this Purchase Order is not a security agreement and that delivery of the Product(s) to the Purchaser pursuant to this Purchase Order will not constitute possession of the Product(s) by the Purchaser, as a debtor, for the purposes of the purchase money security provisions in any statutes relating to personal property security or its equivalent. Purchaser understands that its rights in connection with this purchase are limited as set forth in this Purchase Order. I (we) hereby grant a security interest to RDO Equipment in the Product.

DISCLOSURE OF REGULATION APPLICABILITY - When operated in California, any off-road diesel vehicle may be subject to the California Air Resources Board In-Use Off-Road Diesel Vehicle Regulation. It therefore could be subject to retrofit or accelerated turnover requirements to reduce emissions of air pollutants. More information is available on the California Air Resources Board website at http://www.arb.ca.gov/msprog/ordiesel/ordiesel.htm.

IMPORTANT WARRANTY NOTICE - The Standard Warranty for new John Deere construction and forestry products is set forth in a separate document provided by the dealer.Please read the Standard Warranty carefully before signing. No express warranty is made unless specified in the Warranty Statement. PURCHASER'S RIGHTS AND REMEDIES PERTAINING TO THIS PURCHASE ARE LIMITED AS INDICATED IN THE STANDARD WARRANTY AND PURCHASE ORDER. WHERE PERMITTED BY LAW, NO IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS IS MADE.

Telematics: Orders of telematic devices include only the hardware. Where available, telematics software, including JDLink™ connectivity service, may be enabled from your local John Deere Operations Center or JDLink website. Please see your authorized John Deere dealer for assistance.

The undersigned purchaser(s) (the “Purchaser”) hereby orders the product (the “Product”) described above from the Dealer. The Dealer shall not be liable for failure to provide the Product or for any delay in delivery if such failure or delay is due to the Dealer's inability to obtain such Product from the manufacturer or supplier or other cause beyond the Dealer's control. The cash price shown above is subject to the Dealer receiving the Product from the manufacturer or supplier prior to any change in price by the manufacturer or supplier and is also subject to any new or increased taxes being imposed upon the sale of the Product after the date of this Purchase Order.

Upon signature of delivery acknowledgment, customer is accepting the equipment, including attachments, in “AS IS” condition, agreeing to notify RDO Equipment Co. within 24 hours of any damages or discrepancies found upon receipt of equipment.

Signature Area

Purchase Order Accepted By:

(Customer's Signature) (Date Accepted)

(Authorized Signature of Dealer) (Date Accepted)

Delivery of Equipment Acknowledgement:

(Customer's Signature) Date Accepted

(Account Manager's Signature) Date Accepted

Standard Warranty Acknowledgement:

(Delivered On) (Warranty Begins) (Customer's Intials) (Account Manager's Initials)

Extended Warranty Oil Sampling Acknowledgement:

(Customer's Initials) (Account Manager's Initials)

Equipment Options

Qty	Serial Number	Year / Make / Model	Description
1	TBD	2026 JOHN DEERE 410P	17E1T 410 P-Tier Backhoe Loader 0202 United States 0351 Translated Text Labels 0259 English 0607 Level 3 Cab 0651 Level 1 Performance Package 0950 Less Vision System 1210 Premium Package Radio 8030 Fire Extinguisher Bracket 8096 Premium Mirrors - Exterior Rear View Mirrors (2) and Front View Mirror (1) 183N JDLink™ 3009 Autoshift Transmission - Mechanical Front Wheel Drive (MFWD) with Limited Slip Differential 4006 John Deere 4.5L - FT4/Stage IV 8089 Engine Coolant Heater 8075 Diagnostic Oil Sampling Ports 5250 Galaxy 21L-24 12PR Rear & 12.5/80-18 10PR Front 6155 Dual Batteries with Disconnect and Jump Post 8226 LED 4-Corner Beacon Lights 6752 Extendible Dipperstick 6577 1250 lb. (567 kg.) Front Counterweight 7002 Auxiliary Hydraulics with One & Two Way Flow (Hammer & Thumb/Swinger) 7028 Pilot Controls, Two Lever, with Pattern Selection 7041 Loader Coupler, Three-Function Hydraulics, Single Lever 7808 24 in. (611 mm.) Severe-Duty Bucket, 6.9 cu. ft. (0.20 cu. m.) 7711 New Series Multi-Brand Quick Coupler - 37 in. Thumb Ready 7863 92 in. (2.35 m.) Multi-Purpose Coupler Bucket, 1.31 cu. yd. (1.00 cu. m.) 8025 Thumb - 37 in. 4 Tine
1	TBD	2025 NPK PH4 HAMMER CP/G015 LUBE	PH4 HAMMER CP/G015 LUBE TOOL - FX CHISEL -E205 GH4 PH4 NPK MODELS: E205, GH4, PH4 HAMMER TOOL TIP TYPE: FX CROSSCUT CHISEL WORKING TOOL LENGTH: 18 IN
1	TBD	2025 NPK C4C COMPACTOR FIXED STYLE	C4C COMPACTOR FIXED STYLE NPK MODELS: C4C BASE PLATE WIDTH: 23.00 IN COMPACTOR CONFIGURATION: FIXED BACKFILL BLADE CONFIGURATION: NONE

STANDARD WARRANTY FOR NEW JOHN DEERE CONSTRUCTION, COMPACT CONSTRUCTION (CCE) FORESTRY, AND UTILITY PRODUCTS – US & Canada

- **Construction & Forestry Products:** 12 months/unlimited hours (whichever occurs first) Full Machine Standard Warranty
- **Compact Construction Equipment (CCE) Products:** 24 months or 2000 hours (whichever occurs first) Full Machine Standard Warranty
- **C&E Series Pull-Type Scrapers:** 6 months Full Machine Standard Warranty
- **DC & DE Pull-Type Scrapers**: 12 months Full Machine Standard Warranty
- **Scraper Tractors:** 24 Months or 2000 Hours (whichever occurs first) Full Machine Standard Warranty
- **Forestry Attachments:** 12 Months or 2000 Hours (whichever occurs first) Full Machine Standard Warranty

The "Standard Warranty" is part of the warranty protection package available from John Deere Construction & Forestry Company (John Deere Limited in Canada) ("John Deere") to purchasers of new John Deere products ("product"):

STANDARD Warranty is John Deere's standard new product warranty, described in this document, provided at no additional charge to the purchaser.

EXTENDED Warranty is a separate repair contract made available by John Deere for purchasers who wish to complement their Standard Warranty coverage. Complete Extended Warranty details, including coverage options and limitations, are set forth in the Application for Extended Warranty, which is available from authorized John Deere dealers.

STRUCTURALL Warranty applies to certain structural components as listed below and as described in this document.

FACTORY-INSTALLED UNDERCARRIAGE Warranty applies to certain undercarriage components as listed below and as described in this document.

A. STANDARD WARRANTY - GENERAL PROVISIONS

John Deere will repair or replace, at its option, any parts (except those specified below) of a new John Deere product that, as delivered to the original retail purchaser(s), are defective in material or workmanship. Performance of this warranty will be free of charge for parts and labor, except as otherwise stated below. Standard Warranty applies only to purchases from John Deere and authorized John Deere dealers and, except as otherwise provided in the next sentence and section L below, is extended only to the original retail purchaser of the product. Remaining Standard Warranty applicable to a used John Deere product is transferred to a subsequent purchaser of the product only if the subsequent purchaser requests a transfer from an authorized John Deere dealer before the product's Standard Warranty expires. Coverage begins on the date of delivery of the product to the original retail purchaser. For purposes of this warranty, a product that has been rented, used for demonstration purposes for 150 or more hours, or otherwise used prior to its original retail purchase has been "used" for the total duration of such use. Warranty statements required by law covering engine emissions-related parts and components are found on a separate written warranty certificate provided to the purchaser at the time of the original retail purchase.

B. WHAT IS COVERED BY STANDARD WARRANTY -

All parts of a new John Deere product (except those noted in Sections D and E below) are covered during the Standard Warranty period set out above.

C. EXCLUSIVE REMEDY -

The repair or replacement of covered parts or components that are defective, as provided in Sections A, B, D.2 and D.3 herein, shall be the purchaser's exclusive remedy for any defect in the product. However, if after repeated attempts such repair or replacement fails to correct the performance problem caused by the defect, the purchaser's sole remedy shall be a refund of the amount paid for the product (in exchange for a return of the product), excluding any transportation charges, license fees, taxes and insurance premiums, and less a reasonable allowance for use of the product prior to its return. In no event will the dealer, John Deere or any company affiliated with John Deere be liable for any incidental or consequential damages, including but not limited to loss of profits, rental of substitute equipment or other commercial loss. Correction of defects in the manner provided above shall constitute fulfillment of all liabilities of the Dealer, John Deere, or any company affiliated with John Deere to the purchaser or any other person, whether based upon contract, tort, strict liability, or otherwise. This limitation does not apply to claims for personal injury.

D. ITEMS COVERED SEPARATELY -

1. Standard Warranty does not apply to batteries, radios, tires, cameras, or to Cummins, MTU or Detroit Diesel Engines installed in John Deere products, which are covered by separate written warranties.
2. Factory-Installed Undercarriage Warranty covers all non-rubberized factory-installed undercarriage wear components for 3 years or 4,000 hours from the date of delivery to the original retail purchaser, whichever occurs first (unless terminated earlier under Section F, below). For purposes of this warranty, a product that has been rented, used for demonstration purposes for 150 or more hours, or otherwise used prior to its original retail purchase has been "used" for the total duration of such use. In addition to the items listed in section E below, Factory-Installed Undercarriage Warranty does not cover: failures due to wear, machine application, maintenance practices, or improper machine configuration; removal and installation labor; transportation or hauling costs; unapproved parts; non-wear items; and rubberized undercarriage components such as rubber tracks. Warranty claims will be pro-rated based upon wear of the failed component and whether track shoe width is approved by John Deere. Factory-Installed Undercarriage Warranty does not apply to Scraper Tractors.
3. StructurALL Warranty for new John Deere Products (except Compact Excavators & Loaders, Skid-Steer Loaders, Compact Track Loaders, Scraper Tractors, Pull-Type Scrapers, and Forestry Attachments, which are not eligible for StructurALL Warranty) begins at the date of delivery to the original retail purchaser and ends (unless terminated earlier under Section F, below) after three (3) years, or 10,000 hours (whichever occurs first). For purposes of this warranty, a product that has been rented, used for demonstration purposes for 150 or more hours, or otherwise used prior to its original retail purchase has been "used" for the total duration of such use. **StructurALL Warranty applies only to the following structural components listed below as installed on the product at the time of original manufacture.** If a particular component is not listed below it is not covered by StructurALL Warranty.

   Arm; Articulation Joint (incl. pins & bushings); Bin Frame; Boom; Carbody; C-Frame*; Circle Frame; Coupler (John Deere built ONLY); Dipperstick; Draft Frame; Engine Frame; Equipment Frame; Grapple Arch and Grapple Boom; Loader Arm; Loader Frame; Mainframe; Moldboard Lift Arm; NeverGrease™ Pin Joints [Includes steering pin and bushing joints (standard equipment), roller elements (roller bearings) in bucket to boom joints and sliding elements (bushing) for boom and linkage joints (optional equipment)]; Rollover Protection Structure (ROPS); Side Frame; Swing Frame; Track Frame; Undercarriage Frame; X-Frame; Z-bar loader linkage (including bell crank and bucket driver link); Specialty booms and arms marketed as "heavy duty" by John Deere.

   Items Covered by StructurALL for Cut-to-Length Forestry Machines: Front frame (welded assembly); Rear frame (welded assembly); Crane king post with basement; Middle joint frame; Cabin swing frame; Main Boom

   StructurALL Warranty does not apply to:
   1. Any product used primarily in extreme duty or severe duty applications such as but not limited to: demolition and wrecking, chemical plant (including fertilizer plants), salt mines, steel mill, land fill and transfer stations, scrap handling, scarifying and other applications that are similarly destructive or similarly heavy duty except specialty booms and arms as stated in Section D.3 above.
   2. C-Frames on Crawlers equipped with root rakes or used in forestry applications unless equipped with an "extreme duty" reinforcement package.
   3. Cut-to-Length Forestry Heads and Slash Bundler Units.
   4. Crawlers equipped with optional side booms.
   5. Cut-to-Length Forestry, Excavator, and Log Loader swing bearings.
   6. Motor Graders equipped with front- or rear-mounted snow wings.

E. ITEMS NOT COVERED -

John Deere is NOT responsible for the following:

1. Freight
2. Adjustments to compensate for wear, for periodic maintenance or adjustments that result from normal wear and tear.
3. Damage caused by unapproved adjustments (electronic or mechanical) to machine or machine components outside of published specifications including but not limited to engine, hydraulic components and relief valves.
4. Program updates, calibrations, and pressure adjustments.
5. Additional Labor Time - Above Dealer Labor Rate
6. Additional Cleaning - Above Dealer Labor Rate
7. Rental Fees
8. Depreciation or damage caused by normal wear or application, lack of reasonable and proper maintenance, failure to follow operating instructions, misuse, lack of proper protection during storage, vandalism, negligence, collision, or other accidents.
9. Premiums charged for Overtime Labor
10. Transportation to and from the dealership.
11. Travel time, mileage, or service calls by the dealer.
12. Non-John Deere components or modifications, Rotobec grapples, and attachments installed aftermarket.
13. Shop supplies and maintenance items such as, but not limited to: filters, fuels, oil, hydraulic fluid, lubricants, coolants, conditioners, shop towels, cleaners and degreasers.
14. Torn, cut, or worn hoses.
15. Wear items, such as, but not limited to: body liner, belts, blades, bulbs, lubricated joints (including pins and bushings), dry brakes, brake linings, dry clutch linings, saw blades, chains, skidder grapple shocks, color marking nozzles, and articulation bumpers.
16. Items such as cutting-edge parts, delimbing knives, bucket teeth and rubber track are not warranted for depreciation or damage caused by normal wear, lack of proper maintenance, misuse, failure to follow operating instructions, the elements or accident.
17. Any defect in a non-covered component, or damage to or failure of a covered component caused by a defect in a non-covered component.
18. Secondary damage which occurs from continued operation of a product after recognition of the occurrence of a failure.
19. Parts supplied by or repairs, maintenance or modifications performed by someone other than an authorized John Deere dealer, including any damage caused by such use of parts, repairs, maintenance, or modifications not performed by an authorized John Deere dealer.
20. Topping off fluids when fluid levels fall in the range between low and full
21. Parts/Kits not ordered on machine and installed aftermarket. These parts will be covered by any applicable parts warranty.
22. Attachments installed aftermarket – i.e., Winch not installed at factory.
23. Custom options installed outside the factory – i.e., G.R. Manufacturing option packages.
24. Used Products (except as otherwise provided in section L below).

F. TERMINATION OF WARRANTY-

John Deere is relieved of its obligations under Standard Warranty, StructurALL Warranty, Factory-Installed Undercarriage Warranty and/or Extended Warranty if:

1. The product is modified or altered in ways not approved by John Deere; or
2. Any unapproved or improperly sized attachment is installed on the product. Approval and attachment size shall be at John Deere's sole discretion. (Consult dealer prior to installing attachments or product modification).
3. The product is moved outside the US and/or Canada.

G. PARTS REPLACED UNDER WARRANTY -

Only new or remanufactured parts or components furnished or approved by John Deere, will be used if John Deere elects to repair the product. If any such part or component is defective in material or workmanship when installed in the product, John Deere will repair or replace, as it elects, such defective part or component, provided the defect is reported to an authorized John Deere dealer within 90 days of installation or before expiration of the applicable Standard Warranty, Factory-Installed Undercarriage Warranty and/or StructurALL Warranty whichever is later.

H. TELEMATICS

NOTICE: Products may be equipped with telematics hardware and software ("Telematics") that transmit data to John Deere/ Dealer. Purchaser may deactivate Telematics at www.jdlink.com.

Notwithstanding Purchaser's right, title or interest in the Products, Purchaser agrees that John Deere and Dealer (their affiliates, successors and assigns), without further notice to Purchaser have the right to:

1. Access, use, collect and disclose any data generated by, collected by, or stored in, Products or any hardware or devices interfacing with Products ("Machine Data");
2. Access Machine Data directly through data reporting devices integrated within, or attached to, Products, including Telematics ("Data Reporting Systems"); and
3. Update the Data Reporting Systems software from time to time. Machine Data will only be used in accordance with John Deere's Machine Data Policy, located at www.JohnDeere.com/MachineDataPolicy.

I. OBTAINING WARRANTY SERVICE -

To obtain warranty service, the purchaser must request warranty service from a John Deere dealer authorized to sell the product to be serviced. When making such a request, the purchaser must present evidence of the product's delivery date, make the product available at the dealer's place of business, and inform the dealer in what way the purchaser believes the product to be defective. Standard Warranty, Factory-Installed Undercarriage Warranty and/or StructurALL Warranty repairs may be made in the field if the purchaser and servicing dealer so desire. However, John Deere will not be responsible for any charges (such as dealer travel time, mileage or extra labor) that would not have been incurred had the product been repaired at the dealer's place of business.

J. NO IMPLIED WARRANTY, CONDITIONS OR OTHER REPRESENTATION -

Where permitted by law, neither John Deere nor any company affiliated with it makes any warranties, representations, conditions or promises, express or implied, as to the quality, performance, or freedom from defect of its products, other than those set forth in this document and **NO IMPLIED WARRANTY OF MERCHANTABILITY, CONDITIONS OR FITNESS IS MADE.**

K. NO DEALER WARRANTY -

The selling dealer makes no warranty of its own on any item covered by this warranty and makes no warranty on other items unless the dealer delivers to the purchaser a separate written warranty certificate specifically warranting the item. **The dealer has no authority to make any representation or promise on behalf of John Deere, or to modify the terms or limitations of this warranty in any way.**

L. USED JOHN DEERE PRODUCTS ONLY -

John Deere will transfer remaining Standard Warranty, Factory-Installed Undercarriage Warranty and/or StructurALL Warranty to the purchaser of a used John Deere construction and/or forestry product that has been used for less than the full warranty period provided at the product's original retail purchase. This transfer is not effective until change of ownership is registered by a John Deere dealer. **ALL THE TERMS, INLCUDING LIMITATIONS AND EXCLUSIONS, OF THE JOHN DEERE STANDARD WARRANTY, FACTORY-INSTALLED UNDERCARRIAGE WARRANTY, AND/OR STRUCTURALL WARRANTY ORIGINALLY PROVIDED FOR THE PRODUCT REMAIN IN EFFECT AND APPLICABLE.**

Memorandum

File #: 25-392 **City Council Meeting**

FROM: Chris H Fredericksen, Public Works Director
DATE: Friday, September 26, 2025
DEPARTMENT: Public Works

Subject
Bid Award - Sewer Lift Station Backup Generators

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, Arco Electric Idaho, in the amount of $166,853.00; 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 Thursday, September 25, 2025, bids were received and opened for the Sewer Lift Station Backup Generators project. The project will install generators at the sanitary sewer lift stations located adjacent Presto Street, North Holmes Avenue and Long Cove Drive. The bid tabulation is attached.

Alignment with City & Department Planning Objectives



☐ ☐ ☐ ☐ ☐ ☐ ☐ ☒

This project supports the community-oriented result of reliable public infrastructure by investing in emergency power supply for three sanitary sewer lift stations.

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

Fiscal Impact
Cost allocation for this project was budgeted by the Wastewater Division. Sufficient funding and budget authority exist for the completion of the proposed improvements.

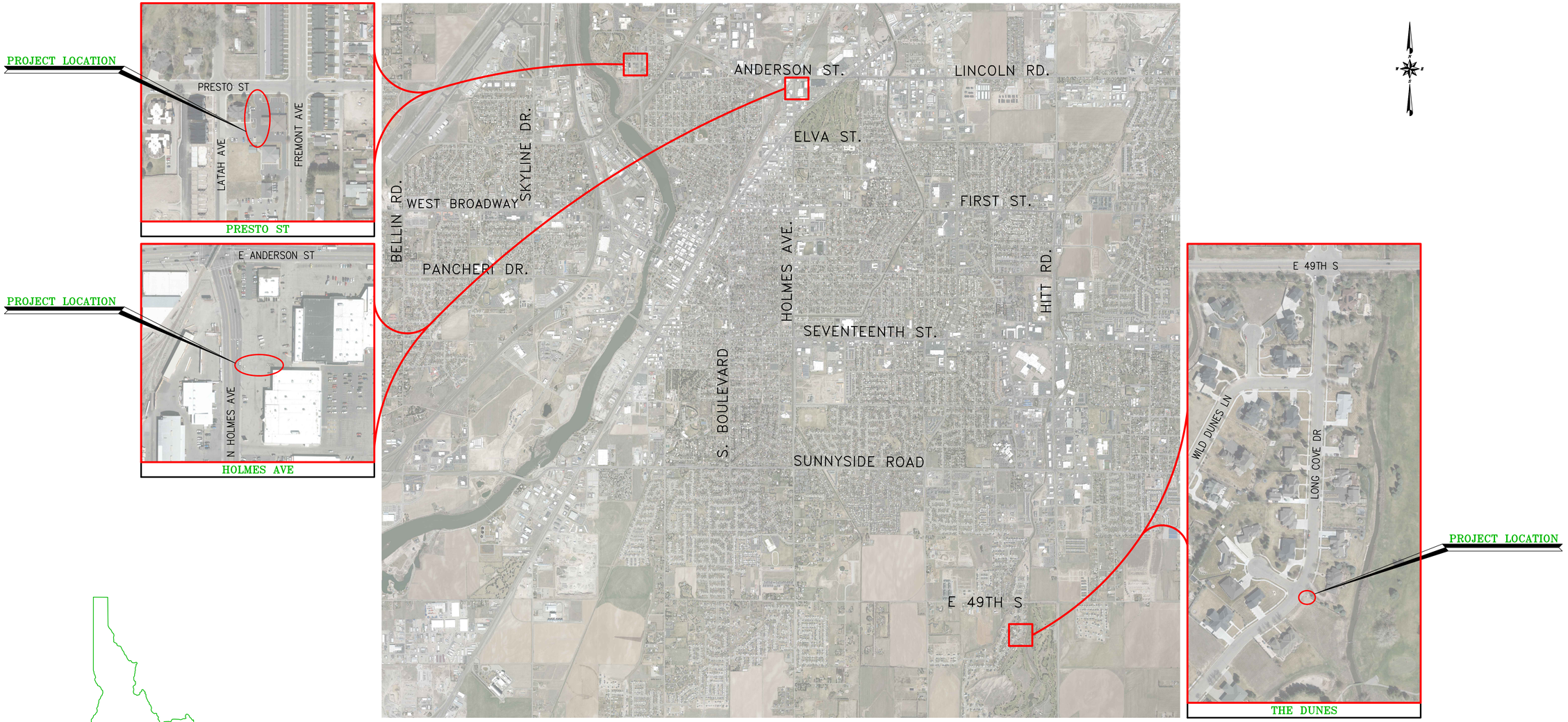
Legal Review
The Legal Department reviewed the bid process and concurred that the desired Council action is compliant with Idaho

State Code.

SWR-2023-16
2025-55

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SEWER LIFT STATION BACKUP GENERATORS
PRESTO, HOLMES, AND THE DUNES
CITY PROJECT # SWR-2023-16



MAYOR
Rebecca L. Noah Casper

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

ENGINEERING DIVISION

PUBLIC WORKS DIRECTOR
Chris H Fredericksen, P.E.

CITY ENGINEER
Jon Knowles, P.E.

2025

AS BUILT DATE / BY: ____ / ____

ENGINEERING DIVISION

IDAHO FALLS PUBLIC WORKS

SEWER LIFT STATION
BACKUP GENERATORS
PRESTO, HOLMES, AND THE DUNES

CHECKED BY:	DESIGN TECH:	DATE PLOTTED: 9/12/2025	SHEET NO. 1 OF 16

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City of Idaho Falls

Engineering Division

Engineer's Estimate

Project: Sewer Lift Station Backup Generators Presto, Holmes, and the Dunes ***Number:*** ----SWR-2023-16

Submitted: Mathew Bradley, P.E. ***Date:*** September 25, 2025

Item Number	Description	Estimated Quantity	Unit	Engineer's Estimate		Arco Electric Idaho , Inc		Rivers West Construction Inc		Mountain West Electric Inc	
				Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount
	SPECIAL PROVISIONS										
S0515A	Backup Generator Installation - Presto	1	LS	$51,623.00	$51,623.00	$53,915.00	$53,915.00	$56,752.00	$56,752.00	$66,800.00	$66,800.00
S0515B	Backup Generator Installation - Holmes	1	LS	$45,485.00	$45,485.00	$50,960.00	$50,960.00	$55,620.00	$55,620.00	$56,500.00	$56,500.00
S0515C	Backup Generator Installation - The Dunes	1	LS	$24,497.00	$24,497.00	$61,978.00	$61,978.00	$83,308.00	$83,308.00	$89,800.00	$89,800.00
	TOTAL				**$121,605.00**		**$166,853.00**		**$195,680.00**		**$213,100.00**

Memorandum

File #: 25-404 **City Council Meeting**

FROM: Stephen Boorman, Interim General Manager
DATE: Friday, October 3, 2025
DEPARTMENT: Idaho Falls Power

Subject
Kleinschmidt Phase IV Continuing Relicensing Professional Service Contract - FY2026

Council Action Desired
☐ Ordinance ☐ Resolution ☐ Public Hearing
☒ Other Action (Approval, Authorization, Ratification, etc.)
Approve the contract that continues Phase IV Hydro Relicensing work for FY2026 with Kleinschmidt Associates for a total of $1,177,650 and give authorization for the Mayor and City Clerk to execute the necessary documents (or take other action deemed appropriate).

Description, Background Information & Purpose
City Council approved Kleinschmidt Associates' original contract on Oct. 28, 2021, following a search of qualifications (SOQ) in 2019 to provide professional services on a year-over-year basis as is allowed by Idaho Code § 67-2320 for relicensing the City's hydroelectric projects with the Federal Electric Regulatory Commission (FERC). The fiscal 2026 spending authority is for ongoing project management, ongoing study implementation, technical report draft (new), updated study report (new), and management plans draft (new) as explained in the scope of work.

Alignment with City & Department Planning Objectives



☐ ☒ ☐ ☐ ☐ ☐ ☐ ☐

This action supports good governance by assurance of regulatory and policy compliance to minimize and mitigate risk, ensuring access to reliable and affordable power. It also supports the reliability element of the IFP Strategic Plan.

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

Fiscal Impact
Funding for these services is in the 2025/26 CIP budget.

Legal Review

The City Attorney has reviewed this proposed expenditure for professional services and concurs that it is within Idaho Code § 67-2320.

September 9, 2025

VIA EMAIL

Richard Malloy
Idaho Falls Power
140 S. Capital Ave.
Idaho Falls, ID 83402

Re: Proposal for Fiscal Year (FY) 2026 Relicensing Services for the Gem State and Idaho Falls Projects through Draft License Application

Proposal Number 1970004.06

Dear Mr. Malloy:

Kleinschmidt Associates (Kleinschmidt) is pleased to submit this proposal to continue assisting in providing relicensing support to Idaho Falls Power (IFP) for the Federal Energy Regulatory Commission (FERC) relicensing of the Gem State Hydroelectric Project (FERC No. 2952) and Idaho Falls Hydroelectric Project (FERC No. 2842) (collectively, Projects).

Kleinschmidt prepared this proposal at IFP's request to continue to assist in the next phase of pre-filing activities for concurrent relicensing processes using FERC's Integrated Licensing Process (ILP). Our existing Purchase Order (PO# 98481) is expiring, and IFP has requested that Kleinschmidt provide an updated budget for Fiscal Year (FY) 2026. This proposal for *(FY) 2026 Relicensing Services for the Gem State and Idaho Falls Projects through Draft License Application* covers the next phase of required relicensing work including the following tasks:

1. Project Management
2. Completion of Study Implementation
3. Draft Technical Reports (DTR)
4. Required FERC process steps including the Updated Study Report (USR)
5. Draft License Application (DLA) Development
6. Draft Management Plans

SCOPE OF WORK

PHASE 1 – Project Management (Ongoing)

Under the ongoing Project Management phase, Kleinschmidt will continue to manage project budget, coordinate and direct subconsultants, communicate with IFP management on Project status through bi-weekly management calls, and manage internal KA processes including invoicing and project controls.

Tasks under Phase 1 Project Management are detailed in Table 1 below:

Table 1 Project Management Assumptions and Tasks

Task	Task Description / Deliverables	Assumptions	Costs
1.1 Administrative / Contracting	• Manage and administer subcontracts, including invoice review • Track budget and budget variance • Invoice IFP monthly • Communicate with IFP on budget status and potential changes	• Monthly invoices and budget check-ins • Administer subcontracts and manage subcontractor invoices	$10,400
1.2 Internal Team Coordination	• Weekly check-in with PM Team • Bi-weekly check-in with Drafting Team • Bi-weekly field team coordination through January 2025	• PM Team consists of Project Manager (PM), Deputy PM (DPM), and one Subject Matter Expert (SME) • Drafting Team includes DPM, Document Lead	$26,400
1.3 IFM Management Communication	• Bi-weekly management team discussion, and bi-weekly communication with IFP PM (Malloy)	• Participation by PM, DME, and rotating SME	$36,800

Task	Task Description / Deliverables	Assumptions	Costs
1.4 Website Maintenance	• Upload and organize project information on the existing SharePoint site and continue updating the external public website • Payment of annual public website subscription fee ($140)	• N/A	$2,900
		Phase Total	$76,500

PHASE 2 – Study Implementation (Ongoing)

Several relicensing studies are ongoing during Q4 of FY2026. The remaining tasks under Phase 2 Study Implementation are detailed in Table 2 below.

Note that IFP's consultant SWCA is separately contracted to complete implementation of the Wildlife and Rare, Threatened, and Endangered (RTE) Species study (TERR-2), Recreation Use and Facility Inventory (REC-1); and the Environmental Justice study (EJ-1); these studies are not described in Table 2.

Table 2 Remaining Study Implementation Tasks Assumptions and Tasks

Task	Task Description / Deliverables	Assumptions	Costs
2.1 Water Quality (WQ-1)	• 2024 data wrap up and QC	• Assume no additional data to be collected or study plan modifications following USR	$3,200
2.2 Fish Assemblage (AQ-1)	• Final field visit (Fall 2025) per approved study plan and assumptions • 2024 data wrap up and QC	• Assume no additional data to be collected or study plan modifications following USR	$46,900
2.3 Desktop Fish Entrainment (AQ-2)	• Desktop analysis per approved study plan	• Assume no additional data to be collected or study plan modifications following USR	$8,500

Task	Task Description / Deliverables	Assumptions	Costs
2.4 Aquatic Habitat and Sedimentation Characterization (AQ-3)	• Field visit (Fall 2025) per approved study plan and results of scouting trip • 2024 data wrap up and QC	• Assume no additional data to be collected or study plan modifications following USR	$18,600
2.5 Project Lands and Roads (LANDS-1)	• Complete inventory of Project roads, trails and boundary adjustments • Assemble list of properties to verify requisite easements, titles • Produce Preliminary Exhibit G for use in DLA	• IFP staff will be responsible for confirming proprietary rights and easements for Project operations	$9,400
2.6 Cultural Resources (CR-1)	• Revisions to reports per State Historic Preservation Office (SHPO)	• Assume no additional data to be collected or study plan modifications following USR	$28,750
2.7 Tribal Resources (TR-1)	• Completion of Tribal interviews and field visits	• Assume no additional data to be collected or study plan modifications following USR	$18,400
		Phase Total	$133,750

PHASE 3 – Draft Technical Report (New)

Kleinschmidt is responsible for the implementation and reporting for the following studies:

- Water Quality (WQ-1)
- Fish Assemblage (AQ-1)
- Desktop Fish Entrainment (AQ-2)
- Aquatic Habitat and Sediment Characterization (AQ-3)
- Botanical Resources (TERR-1)
- Project Lands and Roads (LAND-1)

- Cultural Resources (CR-1)
- Tribal Resources (TR-1)

For each study, Kleinschmidt will produce a DTR that (1) states the goals and objectives of the study; (2) describes the study area; (3) describes the methods used to meet the study objectives; (4) presents the data collected; (5) frames the data in terms of addressing the goals and objectives of the study; and (6) summarizes consultation conducted during study implementation.

IFP has separately contracted with SWCA for the following studies:

- Wildlife and RTE (TERR-2)
- Recreation Use and Facility Inventory (REC-1)
- Environmental Justice (EJ-1)

Kleinschmidt will provide a common template for all studies and will manage the integration of SWCA studies into the FERC reporting process. Kleinschmidt's management will include Subject Matter Expert (SME) review of the DTR for technical content and consistency. Tasks under this phase include. Tasks under Phase 3 Draft Technical Reports are detailed in Table 3 below.

Table 3 Draft Technical Report Assumptions and Costs

Task	Task Description / Deliverables	Assumptions	Costs
3.1 Draft Technical Report	• Draft Technical Report for IFP Review • Draft Technical Report for Stakeholder Review	• Assumes DTRs will suffice for Updated Study Reports • IFP will provide one round of consolidated comments per study • Assumes SWCA has sufficient funding for DTRs for studies contracted directly with IFP	$145,500
3.2 Management of SWCA Technical Reports	• Review SWCA reports for accuracy and	• Kleinschmidt will provide 1 round of	$10,100

Task	Task Description / Deliverables	Assumptions	Costs
	consistency with strategic narrative	comments to SWCA per study • IFP will provide one round of comments per study	
		Phase Total	$155,600

PHASE 4 – Updated Study Report (New)

The anniversary of the Study Plan Determination (June 12) will coincide with the required USR. A USR Meeting will follow with a Meeting Summary to be filed with FERC by July 12 (18 CFR § 5.15). Tasks under Phase 4 Updated Study Report are detailed in Table 4 below

Table 4 Updated Study Report Assumptions and Costs

Task	Assumptions	Costs
4.1 Tech memo for USR	• ISR to DTRs, and a table identifying modifications and progress to date	$37,400
4.2 Meeting preparations	• Kleinschmidt to prepare presentation outline • SMEs to populate PowerPoint with content (3 hours per study) • 3-hour meeting with SMEs and IFP to prepare team	$14,900
4.3 USR Meeting	• Meeting will be held virtually (4 hours) and will include coordination, a meeting agenda, and a PowerPoint presentation	$8,300
4.4 USR Meeting Summary	• Following the meeting a summary will be prepared, distributed via email, and posted to the IFP relicensing website; no study disputes are anticipated or scoped	$2,700
	Phase Total	$63,300

PHASE 5 – Development of Draft License Application

Kleinschmidt will prepare the DLA inclusive of required exhibits necessary for relicensing of a "major project–existing dam." This task will include draft exhibits preparation, review (including IFP review/edits), and finalization. Kleinschmidt will then file the final DLA with

FERC and distribute to stakeholders on IFP's behalf. Tasks under Phase 5 Development of Draft License Application are detailed in Table 5 below.

Note that the Final License Application (FLA) and management of the post filing process will be addressed in a subsequent task order.

Table 5 Development of Draft License Application Assumptions and Costs

Task	Task Description / Deliverables	Assumptions	Costs
5.1 Exhibit A (Project Description)	• Outline, draft, and final Exhibit A that meets content requirements of 18 CFR § 4.51(b) • Coordinate with IFP personnel on information needs and review	• Two rounds of IFP Exhibit A review and subsequent revision(s)	$24,000
5.2 Exhibit B (Operations)	• Outline, draft, and final Exhibit B that meets content requirements of 18 CFR § 4.51(c) • Coordination with IFP personnel; refine description of Project operations and proposed operations (as needed)	• Team will take existing descriptions, update with known information, and revise per IFP review • Two rounds of IFP Exhibit B review and subsequent revision(s)	$30,000
5.3 Exhibit C (Construction and History)	• Outline, draft, and final Exhibit C that meets content requirements of 18 CFR § 4.51(d)	• No proposed construction to describe • Two rounds of IFP Exhibit C review and subsequent revision(s)	$3,000
5.4 Exhibit D (Cost and Financing)	• Outline, draft, and final Exhibit D that meets content requirements of 18 CFR § 4.51(e) • Coordination with IFP personnel to develop statement of cost and finances that account for proposed Protection, Mitigation, and	• Certain document sections to be initially drafted with the help of IFP • Two rounds of IFP Exhibit D review and subsequent revision(s)	$11,600

Task	Task Description / Deliverables	Assumptions	Costs
	Enhancement (PME) measures		
5.4 Exhibit E (Environment)	• Outline, draft, and final Exhibit E that meets content requirements of 18 CFR § 4.51(f); § 5.18(b);[1] § 4.38(f)[2] • Inclusion of field study results into application sections	• Two rounds of IFP Exhibit E review and subsequent revision(s) • Comprehensive half-day Kleinschmidt/IFP internal page turn review of Exhibit E document	$141,000
5.5 Exhibit F (Facilities)	• Draft and final Exhibit F that meets content requirements of 18 CFR § 4.51(g); § 4.41(g)[3] • Compile CAD drawings in IFP template • Stability analyses: high-level scope of work and level of effort (see Attachment A)	• Development of Exhibit F drawings and supporting design report (SDR) utilizing existing information provided by IFP; Information for Gate Stress Analysis will be scoped under a separate job • Two rounds of IFP Exhibit F review and subsequent revision(s)	$300,800
5.6 Exhibit G (Project Lands and Boundary)	• Draft and final Exhibit G for DLA that meets content requirements of 18 CFR § 4.51(h); § 4.41(h) • Potential minor changes to the Project Boundary (to widen/lessen Project Boundary around the roadside)	• Development of Exhibit G shapefiles • Meeting with IFP to discuss proposed changes to existing Exhibit G; development of three alternative Exhibit G layouts • Two rounds of IFP Exhibit G review and subsequent revision(s)	$7,700
5.6 Exhibit H (Plans and Ability to Operate the Project)	• Outline, draft, and final Exhibit H that meets content requirements of 18 CFR § 16.10[4] • Coordination with IFP personnel to gain	• IFP will be responsible for Exhibit H text • Two rounds of Exhibit H review and subsequent revision(s)	$3,600

Task	Task Description / Deliverables	Assumptions	Costs
	pertinent Exhibit H information needs		
5.7 Exhibit Work Plan, Facilitation and Coordination	• A work plan detailing data and coordination needs and schedule for each exhibit including contacts within IFP and delegating Kleinschmidt/ IFP responsibilities for drafting sections or providing data	• Work plan and work process • Notes from coordination meetings	$1,300
		Phase Total	$523,000

1 Application content
2 Consultation requirements
3 Contents of Application
4 Information to be provided by an applicant for a new license: filing requirements

PHASE 6 Draft Management Plans (New)

Kleinschmidt and its subconsultant team will develop the below listed draft management plans in consultation with IFP. Draft management plans will be appended to the DLA. Resource agency and stakeholder consultation on these plans will occur in tandem with the agency/stakeholder DLA review period. Tasks under Phase 6 Draft Management Plans are detailed in Table 6 below.

Table 6 Draft Management Plan Assumptions and Costs

Draft Management Plan	Task Description / Deliverables	Costs
6.1 Historic Properties Management Plan	• Draft plan including PME Measures • Revised Draft following IFP Review • Submittal of Draft Plan (appended to DLA)	$16,600
6.2 Invasive Plant Species Management Plan • Invasive Species • Special Status Plants	• Draft plan including PME Measures • Revised Draft following IFP Review • Submittal of Draft Plan (appended to DLA)	$20,100

Draft Management Plan	Task Description / Deliverables	Costs
6.3 Recreation Management Plan	• Draft plan including PME Measures • Revised Draft following IFP Review • Submittal of Draft Plan (appended to DLA)	$35,200
	Phase Total	$71,900

SCHEDULE

The following proposed schedule has been assembled in accordance with the ILP process. Tasks are anticipated to be initiated in October 2025 and end in September 2026 with the filing of the DLA (Table 7). All draft DLA materials will be completed by July 2025—allowing two months for review and revisions.

Table 7 Proposed Schedule

Phase		Date
Phase 2:	All Kleinschmidt-managed studies will be completed with data QC'ed	December 31, 2025
Phase 3:	DTRs ready for filing with USR	June 1, 2026
Phase 4:	USR Filing	No later than June 12, 2026
Phase 4:	USR Meeting	Within 15 days of USR filing
Phase 4:	USR Meeting Summary	Withing 15 days of USR meeting
Phase 5:	DLA to IFP	July 15, 2026
Phase 5:	DLA for filing	September 3, 15, 2026
Phase 6:	Draft Management Plans	August 1, 2026

Subsequent phases for the Projects will be scoped separately for FY 27 and will include receipt of agency comments (anticipated in December 2026) and revisions to DLA for a Final License Application (due by January 31, 2027).

COST OF SERVICES

Kleinschmidt will perform the proposed FY 2026 work on an Hourly Rate plus Expenses basis for the estimated base cost of **$1,177,650** (On Million One Hundred Seventy-Seven Thousand Six Hundred Fifty dollars), which includes a 15% contingency by phase. Costs are summarized in Table 8 below and are calculated using Kleinschmidt's Standard Rates. This estimate is not a fixed price or an upper limit. We will not utilize the contingency for

any phase without first discussing the need with you and receiving your authorization to proceed. This authorization may include using the contingency or could involve shifting budget from other tasks as appropriate.

Table 8 Summary of Cost of Services

Task	Base Cost	Contingency (15%)	Authorization
Phase 1: Project Management	$76,500	$11,500	$88,000
Phase 2: Study Implementation	$133,750	$20,100	$153,850
Phase 3: Draft Study Reports	$155,600	$23,300	$178,900
Phase 4: Updated Study Report	$63,300	$9,500	$72,800
Phase 5: Draft License Application	$523,000	$78,500	$601,500
Phase 6: Management Plans	$71,900	$10,800	$82,700
Total	$1,024,050	$153,600	**$1,177,650**

TERMS AND CONDITIONS

The proposed Scope of Work will be performed on a Time Plus Expenses utilizing the Kleinschmidt's Terms and Conditions as modified on October 21, 2024 (Attachment B). Kleinschmidt's 2025 rates are attached as Attachment C (a copy of the 2026 rates will be provided when available but have been used as the basis for this scope of work). Kleinschmidt's Method of Payment is included as Attachment D.

Please contact Finlay Anderson by email at finlay.anderson@kleinschmidtgroup.com or by phone at 971.345.0517 if you have questions regarding this proposal. We look forward to continuing our work with IFP on this relicensing process.

Sincerely,

KLEINSCHMIDT ASSOCIATES



Kelly L. Larimer, Vice President
Principal-In-Charge



Finlay Anderson
Project Manager

Accepted By:

IDAHO FALLS POWER

Signature

Rebecca L Noah Casper

Printed Name

Mayor, City of Idaho Falls

Title

Date

FA:SS

Attachment A: Stability Analyses: High-Level Scope of Work and Level of Effort
Attachment B: Kleinschmidt Associated Terms and Conditions
Attachment C: 2025 Rate Schedule
Attachment D: Method of Payment

cc: Andrew Donato (IFP)

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ATTACHMENT A

STABILITY ANALYSES: HIGH-LEVEL SCOPE OF WORK AND LEVEL OF EFFORT

IDAHO FALLS PROJECT
STABILITY AND STRESS ANALYSIS

TO: Richard Malloy, Idaho Falls Project

FROM: Finlay Anderson, Kleinschmidt

CC: Olivia Smith, Kleinschmidt
Nick Ciomei, Kleinschmidt

SUBJECT: Stability Analyses: High-Level Scope of Work & Level of Effort

DATE: September 2, 2025

On April 6, 2020, Kleinschmidt Associates (Kleinschmidt) submitted a letter entitled, "Stability and Stress Analyses Review" to provide our findings on the review of the current stability and stress analyses for Idaho Falls Power's (IFP) Idaho Falls and Gem State Hydroelectric Projects. That letter concluded, in part, that the stability analyses of record, as described in the 1980 and 1983 design reports for the Idaho Falls Project (Project), do not meet the current Federal Energy Regulatory Commission's (FERC's) *Engineering Guidelines for the Evaluation of Hydropower Projects* (*Guidelines*). However, it was also concluded that it is unlikely that re-analysis would be required as part of the Project's relicensing due to the low hazard structures with limited consequences from a dam breach; the presence of existing stability analysis for low hazard, water-retaining structures has typically been sufficient during the relicensing process.

Since that time, FERC has begun issuing deficiency letters for license applications that don't have current stability analyses for their low hazard structures. We've also noted a revised Inflow Design Flood/Probable Maximum Flood, and revision to the hazard classification for some of IFP's facilities. Therefore, Kleinschmidt anticipates that revised stability analyses for the project's water-retaining structures will be required by FERC. We have also reviewed recommendations from IFP's Part 12 Independent Consultant (Gannett Fleming). In order to revise the analyses to meet today's current licensing standards, best practices expected by FERC, and Gannett Flemings recommendations. Kleinschmidt recommends the following scope of work and approximate level of effort:

Scope of Work

- Perform a 2D gravity stability analysis for 9 gravity structures. These include the Overflow dams at Upper, City and Lower plants, Non-Overflow dams at City Plant and Lower Plant, Flap Gated Spillways at all three plants, and Radial Gated Spillway at Lower Plant. Note that the City Plant structures were not part of the Gannett Fleming report but need to be described in the license application.
    - Each structure will be analyzed for the following load cases:
        - Normal Pool
        - Ice

        - Flood (IDF/PMF)
        - Post-Earthquake
- Perform a 2D gravity stability analysis for the 3 powerhouses. Note that only the Dam 2 powerhouse is mentioned in the Gannett Fleming report, but the other two need to be described for the license application.
    - The structure will be analyzed for the following load cases:
        - Normal Pool
        - Ice
        - Flood (IDF/PMF)
        - Post-Earthquake
        - Dewatered
- Perform an embankment stability analysis for 3 embankments (Dam No. 1, Dam No. 2, and Right Dike).
    - The structures will be analyzed for the following load cases:
        - Downstream Slope
            - Long-term (steady-state seepage, normal reservoir level)
            - Hydrologic (flood)
            - Seismic (pseudo-static and post-seismic)
        - Upstream Slope
            - Rapid Drawdown
            - Seismic (pseudo-static and post-seismic)
    - Based on our review of the available information, we are not including a liquefaction screening or triggering analysis within this scope of work. While liquefaction cannot be ruled out for some of the materials based on existing information, it has not been specifically requested by FERC.
    - A deformation analysis, in accordance with the Gannett Fleming recommendation in the 2024 Comprehensive Assessment Report, will also be performed for each structure.

For the purposes of this memo, we have not assumed a seismic analysis of the gravity structures will be required. Based on the 2023 Gannett Fleming Seismic Hazard Memorandum, the site has a peak ground acceleration of 0.14g, below the typical threshold of 0.2g necessary to consider a seismic analysis for gravity structures.

A report will be generated that documents the methodology, assumptions, and results of the stability analysis and submitted to IFP for review. The calculations package will include, for each structure analyzed, all applicable assumptions, methodology, calculations, and free-body diagrams used to perform the analysis. The calculations package and memorandum or letter report will conform to FERC requirements. Once comments on the draft have been provided to Kleinschmidt, a final report will be issued to IFP, and the results can then be incorporated into Exhibit F in either the Draft License Application or Final License Application.

Level of Effort

The table below outlines the above scoped analyses and reporting, and the corresponding estimate of hours. Please note that these hours could be adjusted based on further review of available information and reflected in a formal proposal to complete the work. Some savings may be realized if only those analysis recommended by Gannett Flemming are undertaken,

however, these savings are not significant, considering additional analysis may be requested by FERC at a later date. Both approaches are depicted in the Table below.

Task	Staff Hours (All necessary structures)	Staff Hours GF Recommended Only
Gravity Stability Structures (9)	150	80 (4)
Powerhouse Stability (3)	100	40 (1)
Embankment Stability (3)	450	450 (no change)
Stability Analysis Package & Report	80	60
Total:	**780**	**630**

[1]The balance of the SDR could utilize historic stability analysis for the structures not called out in Gannett Fleming's report, however as noted these analyses are dated and could end up being called out as "deficient".

This level of effort coincides with a cost of $164,000 and $133,000 respectively.

Timing Considerations

Ideally the stability analyses would be complete in time for the Final License Application at the end of January 2027. An application submitted absent the required information would likely receive a "deficiency" notice. Deficiencies are typically required to be resolved within 30 days, but where substantial work is needed FERC will grant a reasonable extension. It's also feasible to submit the Application absent a complete SDR and communicate to FERC when the work would be submitted, but this should be tested first with FERC's Division of Hydropower Licensing staff.

ATTACHMENT B

KLEINSCHMIDT ASSOCIATES TERMS AND CONDITIONS

KLEINSCHMIDT ASSOCIATES
(A MAINE CORPORATION)
STANDARD TERMS AND CONDITIONS

1. **Purpose**: These Standard Terms and Conditions when combined with a Proposal are intended to form a complete Agreement between Kleinschmidt Associates (Kleinschmidt) and the Client to whom the Proposal is addressed. When Kleinschmidt's signed Proposal has been accepted by the Client, the resulting Agreement shall take the place of all other agreements and representations concerning the subject of the Proposal. This Agreement may be amended only by a writing signed by both parties. Terms and Conditions of any purchase order issued by Client shall not be part of this Agreement unless separately signed by Kleinschmidt.

2. **Payment**: In consideration for Kleinschmidt's performance of the proposed work, Client shall pay Kleinschmidt as stated in the Proposal. Client agrees to pay promptly Kleinschmidt's fees and expenses as submitted on monthly invoices. If any balance remains unpaid thirty days from the date of the invoice, Client shall pay interest on the unpaid balance at the rate of one and one-half percent per month from said thirtieth day and shall, in addition, pay Kleinschmidt's costs of collection including reasonable legal fees.

3. **Client's Duties**: At no cost to Kleinschmidt, Client shall:

   Promptly provide to Kleinschmidt the information required by Kleinschmidt for performance of its services.

   Provide Kleinschmidt personnel with access to the work site so that they may perform their work without interference.

   Designate a Client's representative with authority to transmit instructions, receive information, and define Client's polices concerning this Agreement.

   Promptly notify Kleinschmidt of any defect in Kleinschmidt's services as soon as Client becomes aware of it.

   Prior to commencement of Kleinschmidt's work, furnish Kleinschmidt with any special design or construction standards, which Client may require Kleinschmidt to follow.

4. **Kleinschmidt's Liability**: Kleinschmidt's services will be performed with that degree of reasonable care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.

   The total liability by Kleinschmidt and its agents for all claims relating to the work outlined in the Proposal shall not exceed the compensation received by Kleinschmidt or $100,000, whichever is greater.

   Kleinschmidt shall not be liable for any losses resulting from deficiencies in its services if those deficiencies arise from a cause beyond Kleinschmidt's reasonable control.

5. **Ownership of Documents**: Any drawings, specifications, or reports prepared by Kleinschmidt under this Agreement shall be the property of Client; however, Kleinschmidt shall have the unlimited right to use such drawings, specifications, and reports and the intellectual property therein. Client's use of such drawings, specifications, and reports shall be limited to the project or purpose for which they were prepared. Any use other than that purpose will be at Client's sole risk and without liability to Kleinschmidt and Client shall indemnify and hold harmless Kleinschmidt from all claims, damages, losses, and expenses resulting therefrom.

6. **Opinions of Probable Cost**: Opinions of Probable Cost prepared by Kleinschmidt are merely expressions of Kleinschmidt's judgment based on its experience as a design professional familiar with the industry. Kleinschmidt has no control over market prices, construction methods, or competitive conditions and therefore cannot represent that actual bids or negotiated prices will not vary from Kleinschmidt's Opinions of Probable Cost.

7. **Patents**: Kleinschmidt's work under this Agreement shall not include patent or copyright searches; and Kleinschmidt assumes no responsibility for any patent or copyright searches; and Kleinschmidt assumes no responsibility for any patent or copyright infringement that may arise from its work. Kleinschmidt makes no representation that anything made, used, or sold in connection with its services will be free from such infringement.

8. **Termination or Suspension**: Either party may terminate this Agreement upon reasonable notice to the other. Kleinschmidt shall be paid for the services provided and expenses incurred through the date of termination.

   If the Agreement is terminated by the Client without breach by Kleinschmidt or if Kleinschmidt terminates for Client's breach, Kleinschmidt shall also be paid its reasonable and necessary termination costs which may include layoff and demobilization expenses as well as costs of terminating contracts, leases, and other obligations incurred by Kleinschmidt in reliance upon this Agreement. If Client suspends the work, Kleinschmidt shall be reimbursed by Client for such added fees and costs which arise from the suspension and remobilization.

   Kleinschmidt shall not be liable to Client for losses resulting from Kleinschmidt's termination or suspension caused by Client's non-payment or other material breach of this Agreement.

9. **Assignment**: Neither party shall assign its rights, interests, or obligations under this Agreement without prior written consent from the other party; but such consent shall not unreasonably be withheld.

10. **No Waiver**: The failure of either party to enforce a provision of this Agreement shall not prevent that party from later enforcing it or from pursuing the remedies that may be available for breach of the provision.

11. **Indemnification**: Within its limit of liability Kleinschmidt shall indemnify and hold harmless the Client and its agents from any and all claims and losses caused solely by the negligent acts or omissions of Kleinschmidt or its agents in the performance of services under this Agreement to the extent allowed by Idaho law and the limits of the Idaho Tort Claims Act (Title 6, Chapter 9).

    Client shall indemnify and hold harmless Kleinschmidt and its agents from any and all claims and losses caused solely by the negligent acts or omissions of Client or its agents with respect to this Agreement.

12. **Governing Law**: This Agreement shall be governed by the laws of the State of Idaho provided that nothing contained in the Agreement shall be interpreted in such a way as to render the Agreement unenforceable under any law of the United States or the law of the place in which the Client is located.

13. **Anti-Boycott Against Israel Act**: Pursuant to Idaho Code section 67-2346, if payments under this Contract exceed one hundred thousand dollars ($100,000) and Kleinschmidt employs ten (10) or more persons, Kleinschmidt 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.

14. **Certification of No Chinese Ownership:** Pursuant to Idaho Code 67-2359, Kleinschmidt certifies that Kleinschmidt 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.

15. **Time for Acceptance**: Kleinschmidt's proposal shall remain firm for no longer than 60 days unless another period is specified in the proposal or the time is specifically extended by Kleinschmidt.

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ATTACHMENT C

2025 RATE SCHEDULE

KLEINSCHMIDT ASSOCIATES
2025 RATES (USD)

LABOR CATEGORY	HOURLY BILLING RATE
SENIOR MANAGERS/CONSULTANTS	
Principal Consultant F1	$320.00
ENGINEERS	
Senior Engineering Advisor E7	$295.00
Senior Engineering Consultant E6	$267.00
Senior Engineer E5	$220.00
Project Engineer E4	$196.00
Engineer E3	$184.00
Staff Engineer E2	$163.00
Engineer Technician E1	$124.00
LICENSING COORDINATORS/PLANNERS	
Senior Regulatory/Planner Advisor L/P7	$295.00
Senior Licensing Coordinator/Planner L/P6	$236.00
Project Licensing Coordinator/Planner L/P5	$193.00
Licensing Coordinator/Planner L/P4	$168.00
Staff Licensing Coordinator/Planner L/P3	$144.00
Associate Licensing Coordinator/Planner L/P2	$125.00
Licensing Coordinator/Planner Technician L/P1	$102.00
Licensing Intern L/P0	$77.00
SCIENTISTS	
Senior Science Advisor S7	$285.00
Senior Scientist S6	$224.00
Project Scientist S5	$190.00
Scientist S4	$162.00
Staff Scientist S3	$143.00
Associate Scientist S2	$114.00
Scientist Technician S1	$98.00
Field Technician S0	$74.00
PROJECT AND PROGRAM MANAGEMENT	
Project Director	$310.00
Senior Project Manager	$282.00
Project Manager	$237.00
Senior Support Staff A7	$237.00
Project Controller A6	$196.00
Senior Project Coordinator or Administrator /Accountant A5	$158.00
Project Administrator or /Accountant A4	$137.00
Administrative Staff A3	$118.00
Associate Administrative Staff A2	$100.00
Office Assistant A1	$90.00
DESIGNERS/DRAFTERS	
Lead Designer D5	$180.00
Senior Designer D4	$164.00
Designer D3	$143.00
Senior Drafter D2	$123.00
Drafter D1	$107.00

Effective January 1, 2025

ATTACHMENT D

METHOD OF PAYMENT

1. Client may pay Kleinschmidt either on a negotiated Lump Sum basis or Hourly Rate basis, as defined in the Work Authorization and agreed by the *Client* and Kleinschmidt in writing.
2. Client agrees to pay Kleinschmidt for Services the amounts quoted in the Proposal or Work Authorization, in accordance with the compensation terms laid out in the contract. Kleinschmidt agrees not to exceed the estimated consulting costs as stated in the proposal without explaining the need to the Client and obtaining the Client's authorization to proceed.
3. For Lump Sum projects, Kleinschmidt will invoice monthly as a percent complete of the project or Work Authorization, unless otherwise defined in the Work Authorization.
4. For Time and Materials, or Hourly Rate projects, Kleinschmidt will invoice monthly for all employee time at the hourly billing rate currently in effect, times a number of hours worked on the project plus subconsultant fees and expenses as described below. Client agrees to pay for expert testimony and direct preparation for testimony in any litigation, arbitration, or other legal or administrative proceeding at 150% of the standard billing rates with a minimum daily charge based upon an 8-hour day, plus Reimbursable Expenses.
5. For any projects where expenses are invoiced separately from labor, the following apply:
    a. Client agrees to pay Kleinschmidt a 15 percent markup for subconsultant services.
    b. Client agrees to pay 3 percent of labor costs for telecommunications (e.g., phone, data transmission and storage, fax, conference and video conference, data security).
    c. Client agrees to pay for specialized computer programs, field equipment, and other unit charges (e.g., photocopies, mileage, photos, drawing reproductions, CD preparation, SharePoint hosting) according to the current rates in effect.
    d. Client agrees to pay any other reimbursable expenses actually incurred by Kleinschmidt at cost.

V:\Admin Group\Contractual Documents\2020 Files\Method of Payment.docx

RECORD OF REVIEWS

For internal purposes only. The following table is maintained within MS Word and removed prior to client submission via PDF.

Revision[1]	Document Team Name	Date	Notes
0	Author(s): FA	9/3/2025	Drafted proposal
	Reviewer(s): KLL	9/5/2025	Discussed comments in PA/PD meeting
	TE: TJW	9/8/2025	Tech edit review and format
	Approver(s):		
	PC:SS	9/3/2025	formatted
A	Author(s):	FMA	
	Reviewer(s):		
	TE:		
	Approver(s):	FMA/KLL	
	PC:	SS	Formatted/finalized
B	Author(s):	FMA	Client Requested Add Contingency
	Reviewer(s):	KLL	
	TE:		
	Approver(s):	FMA	
	PC:		
	Author(s):		
	Reviewer(s):		
	TE:		
	Approver(s):		
	PC:		

[1] *Letters (A, B, etc.) indicate internal revisions or draft versions sent to client for review. Numbers (0, 1, 2, etc.) are the final versions that go to the client.* ***If*** *revision logs are sent to the client, include draft internal revisions until Rev. 0 is sent; at Rev. 0, the client log should not include internal or draft revisions. The Kleinschmidt, word version, should track these.*

Memorandum

File #: 25-388 **City Council Meeting**

FROM: Emily Geisler, City Clerk
DATE: Monday, September 29, 2025
DEPARTMENT: Mayor's Office

Subject
City Council Minutes

Council Action Desired
☐ Ordinance ☐ Resolution ☐ Public Hearing
☒ Other Action (Approval, Authorization, Ratification, etc.)
Approve the City Council Minutes from July 10, 22, 28, and 31, 2025

Description, Background Information & Purpose
Attached is the following:

- July 10, 2025, City Council Meeting Minutes
- July 22, 2025, City Council Budget Session Minutes
- July 28, 2025, City Council Work Session Minutes
- July 31, 2025, City Council Meeting Minutes

Alignment with City & Department Planning Objectives



☐ ☒ ☐ ☐ ☐ ☐ ☐ ☐

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

Interdepartmental Coordination
N/A

Fiscal Impact
N/A

Legal Review
N/A

City Council Meeting Minutes

680 Park Avenue
Idaho Falls, ID

Thursday, July 10, 2025 | **7:30 PM** | **City Council Chambers**

1. Call to Order 7:31 PM

Present:
There were present:
Mayor Rebecca L. Noah Casper
Councilor John Radford
Councilor Jim Freeman
Councilor Kirk Larsen
Council President Lisa Burtenshaw
Councilor Michelle Ziel-Dingman
Councilor Jim Francis

Also present:
Pam Alexander, Municipal Services Director
Chris Fredericksen, Public Works Director
Brad Cramer, Perspective Planning & Consulting
Emily Geisler, City Clerk
Wade Sanner, CDS Director
Meghan Conrad (via Teams), Elam Burke
Michael Kirkham, City Attorney

2. Pledge of Allegiance

Councilor Dingman led those present in the Pledge of Allegiance.

3. Public Comment

No one appeared.

4. Consent Agenda

A. **Office of the Mayor**
   1. 25-304 Appointment of Kyle Palmer to serve on the Historic Preservation Commission.

B. **Idaho Falls Power**
   1. 25-298 Minutes from June 4, 2025

C. Airport
   1. 25-299 Minutes from June 25, 2025

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

- Moved by: Council President Burtenshaw
- Second: Councilor Larsen
- Vote: Aye: Burtenshaw, Dingman, Francis, Freeman, Larsen, Radford. Nay: none
- Motion carries.

5. Regular Agenda

A. Public Works

1. 25-303 Contract Award - Haul and Spread Liquid Wastewater Biosolids

Presentation/Discussion (Director Fredericksen): The Department of Public Works, represented by Director Chris Fredrickson, presented a request for City Council to award a service contract. The background involved the rejection of all bids for a biosolids waste hauling project at the June 5th City Council meeting. Following that, staff received approval to negotiate on the open market and reached an agreement with Ironhorse Trucking, a long-time service provider for the City.

The negotiated rate is $1.95 per gallon-mile, with a total not-to-exceed amount of $243,750, which is consistent with past costs. The hauling work will continue until the ground freezes or the end of the year, whichever comes first.

Councilor Francis clarified that the cost is dependent on the volume hauled and confirmed the total is structured as a "do not exceed" amount. No further questions were raised, and the discussion turned to the Council liaisons for Public Works.

Motion: Approve the contract to Iron Horse Trucking, LLC for a total of $243,750.00; and give authorization for the Mayor and City Clerk to execute the necessary documents.

- Moved by: Councilor Larsen
- Second: Councilor Francis
- Vote: Aye: Burtenshaw, Dingman, Francis, Freeman, Larsen, Radford. Nay: none
- Motion carries.

B. Municipal Services

1. 25-274 Professional Audit Services for Fiscal Year Ending September 30, 2025

Presentation/Discussion (Director Alexander): Municipal Services presented a contract renewal for Moss Adams to conduct the City's Comprehensive Annual Audit for the fiscal year ending September 30, 2025. This is the second year of a three-year proposal, with a total contract amount of $196,425. The base audit cost is $160,425, with an additional $12,000 per program for four required single audits, covering:

- The SAFER grant
- ARPA funds
- The GIFT transit authority program
- Airport-related federal funds

These single audits are mandated for federal expenditures over $750,000. The audit timeline is as follows:

- Audit begins January 12, 2026
- Fieldwork ends January 30, 2026
- Final report due by March 31, 2026
- A February status update will be provided to the Council President

Kevin (last year's audit manager) will return to lead the audit and is available to meet with Council members virtually or in person. The early approval is intended to secure the audit firm's calendar and help keep the process on schedule.

Motion: Approve a professional services contract with Baker Tilly, LLP, for professional audit services for an estimated amount of $196,425.00 and authorize the Mayor to sign the necessary documents.

- Moved by: Councilor Larsen
- Second: Council President Burtenshaw
- Vote: Aye: Burtenshaw, Dingman, Francis, Freeman, Larsen, Radford. Nay: none
- Motion carries.

2. **25-300** Donation of Harris Tait 9100 Handheld Radios to North Bannock Fire Department

Presentation/Discussion (Director Alexander): The Fire Department requested City Council approval to donate 20 outdated Harris Tate 9100 handheld radios to the North Bannock Fire District. These radios are no longer in use by the City and are estimated to be around 20 years old, with minimal remaining value (approximately $5 each).

Deputy Chief Radford and Chief Nelson asked that this be brought forward under the City's surplus policy, which allows donations to other governmental units per state statute. The radios are obsolete for the City, which has since upgraded to a Motorola system, making them incompatible with current operations. Councilors acknowledged that while the radios have little value to the City, they could still be useful to North Bannock's volunteer fire department, which operates with limited resources.

Motion: Approve the donation of 20 Harris Tait handheld radios to the North Bannock Fire Department and give authorization to the Mayor and City Clerk to execute the necessary documents.

- Moved by: Councilor Larsen
- Second: Council President Burtenshaw
- Vote: Aye: Burtenshaw, Dingman, Francis, Freeman, Larsen, Radford. Nay: none
- Motion carries.

3. **25-301** Purchase Sanitation Equipment for Public Works

Presentation/Discussion (Director Alexander, Director Fredericksen): The Public Works Sanitation Division requested City Council approval to issue a purchase order for two sanitation fleet vehicles from Peterbilt Motors Company at a total cost of $645,194. This is an advance purchase due to an expected 15-month lead time, allowing the City to get in the manufacturing queue. The purchase is made through a cooperative purchasing contract (060920), with equipment to be supplied by Jackson Peterbilt, a local dealer. Council confirmed that issuing a purchase order is a commitment, not an immediate payment, allowing the cost to fall within the proper fiscal year.

Councilor Radford inquired about electric sanitation vehicles. Staff noted that while there is industry interest, current battery technology is insufficient for cold-weather

climates like Idaho Falls—trucks can't complete a full day's work in such conditions. Hydrogen may eventually be more viable for heavy equipment, but federal subsidies and supply chain limitations (particularly from China) make alternative fuel purchases more difficult at this time.

Motion: Authorize the advance purchase of one Roll Off Truck and one Automated Side Loader from Peterbilt Motors Company for a total of $645,194.00 and authorize the Mayor to sign the necessary documents.

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

C. Community Development Services

1. **25-294** Quasi-judicial Public Hearing-Rezone from HC, Highway Commercial to LC, Limited Commercial, Zoning Ordinance and Reasoned Statement of Relevant Criteria and Standards for approximately 1.73 acres for a Portion of Lot 17, Block 4, Westland Heights Addition, Division No. 3.

Presentation/Discussion (Director Sanner): This hearing was held to consider a rezoning request for approximately 1.73 acres at the northwest corner of Skyline and Broadway, changing the zoning from Highway Commercial (HC) to Limited Commercial (LC). The applicant did not attend, likely due to the lack of controversy during the Planning Commission meeting, which resulted in a unanimous recommendation in favor of the rezone. City staff explained:

- The property is mostly vacant, with a small commercial trailer.
- The rezone aligns with the Comprehensive Plan, which designates the area for Mixed Use Centers and Corridors.
- The applicant owns adjacent LC-zoned parcels, and this rezone would create consistency across their holdings.
- There are no utility concerns, as easements are already in place.
- The rezone would support the area's potential as a walkable commercial district, as identified by a Utah State University study.

Key Council discussion points included:

- The LC zone allows housing, which helps transition into the adjacent neighborhood.
- LC is less auto-intensive than HC and better supports walkability and mixed-use development.
- The rezone complements recent apartment development nearby, which has been successful.

Motion 1: Approve the Ordinance Rezoning approximately 1.73 acres for a Portion of Lot 17, Block 4, Westland Heights Addition, Division No. 3. from HC, Highway Commercial to LC, Limited Commercial, under a suspension of the rules requiring three complete and separate readings and request that it be read by title and published by summary.

- Moved by: Councilor Radford
- Second: Councilor Larsen
- Vote: Aye: Burtenshaw, Dingman, Francis, Freeman, Larsen, Radford. Nay: none
- Motion carries.

ORDINANCE TITLE READ: AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO; PROVIDING FOR THE REZONING O F APPROXIMATELY 1.723 ACRES AS DESCRIBED IN SECTION 1 OF THIS ORDINANCE FROM HC, HIGHWAY COMMERCIAL TO LC, LIMITED COMMERCIAL; AND PROVIDING SEVERABILITY, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE.

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

- Moved by: Councilor Radford
- Second: Councilor Larsen
- Vote: Aye: Burtenshaw, Dingman, Francis, Freeman, Larsen, Radford. Nay: none
- Motion carries.

2. 25-295 Urban Renewal Districts (Director Sanner, Mr. Cramer, Ms. Conrad)

The Council then heard three items from the Idaho Falls Redevelopment Agency concerning urban renewal districts along the river:

1. **Two eligibility reports** were presented for possible new districts, *Riverside* and *Riverwalk*. Consultant Brad Cramer explained that the purpose was only to determine whether the areas meet state criteria for eligibility, not to commit to creating districts.
    - The study area is south of Sunnyside, west of the Snake River, and includes parts of the existing River Commons district.
    - Eligibility was based on multiple factors: deteriorating and obsolete structures, poor street connectivity, faulty lot layouts, limited emergency access, unsuitable topography, debris from former gravel extraction, and fire hazards.
    - These conditions hinder economic development despite the land's prime location near the river.
    - Including Heritage Park in the boundary would not restrict City use but could later allow use of district funds for public improvements.
2. **River Commons amendments**: Because the existing River Commons district is nearing the end, some land is proposed for annexation into the new Riverside district to capture

future development under urban renewal. Timing matters—establishing the new district before year-end allows tax increment financing to be retroactive to the start of the year.

3. **Council discussion** clarified that:
    - Including City parkland doesn't obligate or restrict Parks and Recreation.
    - New districts created now would operate under post-2016 urban renewal rules, while River Commons remains under pre-2016 rules, which affects how base values are calculated.
    - Acting before the River Commons district expires ensures new development is captured early.

Motion *for Item 25-295*: Approve the Resolution approving the Eligibility Report for the Riverside Urban Renewal District and give authorization for the Mayor and City Clerk to execute the necessary documents.

- Moved by: Councilor Radford
- Second: Councilor Larsen
- Vote: Aye: Burtenshaw, Dingman, Francis, Freeman, Larsen, Radford. Nay: none
- Motion carries.

3. 25-296 Resolution approving the Eligibility Report for the Riverwalk Urban Renewal District.

Presentation/Discussion (Mr. Cramer): Idaho Falls Redevelopment Agency – Eligibility Reports for Riverside & Riverwalk (and Update on River Commons)

1. Context & Presentation
    - Director Wade Sander introduced three agenda items for the Idaho Falls Redevelopment Agency, noting the subtle naming difference between "Riverwalk" and "Riverside."
    - Brad Cramer of Perspective Planning & Consulting presented the Eligibility Reports for two potential new Urban Renewal Districts—Riverside and Riverwalk—and an amendment to the existing River Commons district.
2. Purpose of Eligibility Reports
    - To determine whether each area meets any of the criteria in state statute for designation as an Urban Renewal Area.
    - No obligation to proceed with creation of the district even if eligible.
3. Geographic Orientation
    - All three areas lie north of Sunnyside Road, east of Snake River Landing, south of the Snake River, and west of Snake River Parkway.
    - The Riverside proposal would annex ~40 acres currently in the River Commons district into the new boundary, capturing areas still under development before the original district closes.

4. Key Eligibility Findings
    - Criteria Met (1, 2, 3, 4, 5, 6, 7, 8 & 12, plus economic-development criteria 13–15):
        - Deteriorating structures & site conditions (remnant outbuildings, debris piles from historic gravel extraction).
        - Age/Obsolescence of buildings (some dating to 1920; layouts no longer suit modern development).
        - Defective/inadequate street patterns (Milligan Road is a 1,600-ft dead end with no east–west or south connections, lacks sidewalks/curbs).
        - Faulty lot layouts & ownership patterns (small, landlocked parcels, multiple owners hindering unified development).
        - Unsuitable topography & soil conditions (steep grades, shallow basalt outcrops, low soil strength).
        - Insanitary & hazardous conditions (debris stockpiles, limited emergency access, proximity to riverbank).
        - Stalled economic development despite prime riverfront location.
    - Criteria Not Met (10 & 11): No significant tax delinquency or title issues.
5. 2% (“10%”) Base-Value Cap
    - Even with the new areas, total Urban Renewal base value remains at 1.46% of citywide taxable value—well under the statutory 10% limit.
6. Council Questions & Clarifications
    - Heritage Park Inclusion:
        - Inclusion in district boundaries does not restrict park operations; as a non-taxable property it contributes no increment, but may benefit from future public-project funding under a Participation Agreement.
    - Annexation Timing & Base Reset:
        - Successive districts may be created with no gap; annexation into a new district does not trigger a base reset under either pre-2016 or post-2016 plan rules.
        - Creation of the new district before year’s end makes its tax increment retroactive to January 1, avoiding any “no-man’s-land” period.
    - Next Steps & Timeline:
        - Following tonight’s eligibility approval, a formal Plan and Participation Agreement would return to Council for adoption—ideally before December 31 to lock in retroactive increment capture.

Motion: Approve the Resolution approving the Eligibility Report for the Riverwalk Urban Renewal District and give authorization for the Mayor and City Clerk to execute the necessary documents.

- Moved by: Councilor Larsen

- Second: Councilor Radford
- Vote: Aye: Burtenshaw, Dingman, Francis, Freeman, Larsen, Radford. Nay: none
- Motion carries.

4. 25-297 Legislative Hearing for Consideration of an Ordinance approving First Amendment to the River Commons Urban Renewal District.

Presentation/Discussion (Mr. Cramer, Ms. Conrad):

1. Plan Amendment Overview (Megan Conrad):
    - The City proposes a short-form amendment to its pre-2016 River Commons Urban Renewal Plan to de-annex two parcels—"Parcel A" (~12.5 acres) and "Parcel B" (~40 acres), totaling ~52.5 acres.
    - Because these areas are being removed, no new eligibility study is required; only the map, legal description, and related sections of the Plan are updated.
    - The district's termination date remains unchanged; the amendment simply shrinks the project area.
2. Financial Obligations & Promissory Notes:
    - The district holds existing promissory notes (debt) issued to reimburse developers for public-infrastructure costs.
    - Removing the two parcels reduces the district's future tax-increment revenue, which could affect its ability to fully repay those notes.
3. Legislative Context:
    - State law shortened Urban Renewal District lifespans from 24 to 20 years, prompting cities to sometimes "reset the clock" via new districts or boundary changes.
    - Parcels added to—or removed from—a pre-2016 Plan do not trigger a base-value reset, and annexed areas enter at their current market value.
4. Economic Feasibility Findings (Brad Cramer):
    - Of three existing notes, only one is tied to the parcels being removed. That note was originally $8.8 M (6.25% interest), currently $8.1 M outstanding, and would not fully amortize before the district expires.
    - Projected tax-increment revenue over the next ~5 years is $4.6 M if the parcels remain versus $4.58 M after removal—a loss of $21 K total (≈$5 K/year).
    - Administrative costs and available funds for future public projects likewise decrease by only $5 K over the District's remaining life.
    - Conclusion: The amendment has no material impact on the District's cash-flow or its ability to meet existing debt obligations.
5. Council Discussion & Next Steps:

- Councilors praised the careful stewardship of the Urban Renewal Agency and its partners.
- After realizing they had not formally re-opened the legislative hearing for public testimony, the Mayor did so, heard none, and closed it—proceeding to call for a motion on the amendment.

Motion: Approve the Ordinance approving the First Amendment to the River Commons Urban Renewal District under a suspension of the rules requiring three complete and separate readings and request that it be read by title and published by summary.

- Moved by: Councilor Larsen
- Second: Councilor Radford
- Vote: Aye: President Burtenshaw, Dingman, Francis, Freeman, Larsen, Radford. Nay: none
- Motion carries.

ORDINANCE TITLE READ: AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF IDAHO FALLS, IDAHO, APPROVING THE FIRST AMENDMENT TO THE RIVER COMMONS URBAN RENEWAL PLAN, WHICH FIRST AMENDMENT SEEKS TO DEANNEX CERTAIN AREA FROM THE EXISTING RIVER COMMONS PROJECT AREA; WHICH FIRST AMENDMENT AMENDS A PLAN THAT INCLUDES REVENUE ALLOCATION FINANCING PROVISIONS; AUTHORIZING THE CITY CLERK TO TRANSMIT A COPY OF THIS ORDINANCE AND OTHER REQUIRED INFORMATION TO THE COUNTY AND STATE OFFICIALS AND THE AFFECTED TAXING ENTITIES; PROVIDING SEVERABILITY; APPROVING THE SUMMARY OF THE ORDINANCE; PROVIDING FOR WAIVER OF THE READING RULES; AND PROVIDING AN EFFECTIVE DATE.

6. Announcements

- Councilor Francis thanked Mr. Cramer [mistakenly referred to as Mr. Conrad] for the clarity of his presentation and the helpful visuals included in the meeting packet.
- A reminder was shared that the redevelopment agency does not expect another “River Commons” project soon and suggested using the term “River West Extension” moving forward.
- The next Council meeting will be in three weeks (not two) due to many members attending the Idaho Consumer-Owned Utilities Association Annual Meeting in Boise—an educational obligation tied to Idaho Falls Power.

There being no further business, the meeting adjourned at 9:01 PM

Emily Geisler, City Clerk

Rebecca L. Noah Casper, Mayor

City Council Budget Session
Special Meeting Minutes

680 Park Avenue
Idaho Falls, ID

Thursday, July 22, 2025 | **12:20 PM – 4:39 PM** | **City Council Chambers**

Call to Order and Roll Call

There were present:

Mayor Rebecca L Noah Casper
Council President Lisa Burtenshaw
Councilor Jim Freeman
Councilor Michelle Ziel-Dingman
Councilor Kirk Larsen
Councilor Jim Francis
Councilor John Radford (*Moved to Teams at 2:21 pm*)

Also present:

Jeremy Galbreaith, Assist. Deputy Police Chief
Duane Nelson, Fire Chief
Brooks Slyter, Assistant Finance Manager
Catherine McClure, Economic Development Administrator
Margaret Wimborne, Chief of Staff
Ian Turner, Airport Director
Robert Wright, Library Director
PJ Holm, Parks and Recreation Director
Wade Sanner, CDS Director
Chris Fredericksen, Public Works Director
Mark Hagedorn, Finance Manager/Treasurer
Pam Alexander, Municipal Services Director
Darin Jones, Human Resources Director
Michael Kirkham, City Attorney
Emily Geisler, City Clerk

Mayor Casper called the meeting to order at 12:20 p.m. with the following items:

Mayor - Opening Remarks and Announcements

1. Idaho Water Resources Board Visit
    - The board will be in town this Thursday and Friday.
    - Thursday is a work session; Friday is a regular board meeting that includes public comment.
    - Meetings will be held at the Hilton Garden Inn.
    - The Mayor plans to return from ICUA in time to attend Thursday night and Friday's session to provide a personal welcome. If that's not possible, she'll send a handwritten greeting instead.
2. ICUA Conference Travel
    - Some individuals have already left; others are leaving tonight or tomorrow.
    - A tribute to Bear will be held at ICUA at 5 p.m. tomorrow during a patio dinner event.
3. Upcoming City Meetings
    - Work session will be held on Monday and City Council Thursday next week.
    - The tentative budget adoption will occur during next Thursday's Council meeting.
    - Reminder: In Idaho, a tentative budget is a "not-to-exceed" number.
    - The Council may place items in contingency depending on updated estimates from the county.
    - The goal of today's session is to finalize a not-to-exceed budget figure to avoid another formal meeting before next Thursday.

Library Director – Request

Background:

- After the prior week's Library Focus Report, it was discovered the current proposed budget does not include any funding increase for the library—matching last year's amount.
- Without an increase, and if use of fund balance is restricted, the library would need to lay off up to 45% of staff and reduce hours/services.

Library Director's Proposal (Robert Wright):

- Request: The City fund the $60,000–$65,000 needed to cover salary increases previously approved by the Council.
- The library board would use up to $120,000 from fund balance to cover the rest of the budget gap.
- This would allow services and staffing to continue without drastic cuts in the near term.

Use of Fund Balance:

- The total fund balance/reserve is between $3–4 million.
- The board is considering using $1 million over five years to gradually close the gap if Council increases ongoing funding.
- The goal is to reduce reliance on reserves and transition toward sustainable annual support.

Additional Notes & Concerns:

- The planned front remodel of the library (green space, children's programming area) will be delayed due to staffing concerns.
- Council members discussed that library costs have risen (e.g., building maintenance, material/vendor prices), while the levy has not always increased accordingly.
- Loss of county [Library District] funding in 2023 created a $600,000 shortfall.

Council Discussion Points:

- There has not been a consistent policy for how employee cost increases are handled in the levy—only a general practice of increasing the levy to cover payroll, which didn't occur this year.
- Other departments (e.g., Recreation) also haven't received increases this year and are cutting programs/staffing accordingly.
- Historically, the library has been very fiscally responsible, often operating lean and saving for years (e.g., postponing upgrades, reusing materials).

Next Steps & Direction:

- The $60,000 library funding request will be added to the list for discussion in the second half of the meeting.
- Council needs to determine whether to:
    - Approve the $60K increase to cover salaries and allow limited reserve use;
    - Or not, in which case the library will face staff and service cuts.
- There was support for forming a joint committee (Council + Library Board + Finance) to evaluate long-term planning and ensure collaboration on budget sustainability.
- Final understanding: If the $60K is added, and the library board uses ~$120K in reserves, current services can be sustained for now, while working toward a five-year funding plan.

Finance Team, Mayor's Office, Council and Departments –

1. Opening Announcements & Meeting Purpose
   - The meeting aimed to establish a not-to-exceed FY2026 budget number by reviewing updated property valuations, levy limits, revenue estimates, and funding strategies.
   - Today's goal: reach a preliminary budget number to avoid additional meetings before Thursday.

2. Property Valuations & Levy Limits
   - 2023 total property valuation is about $8.1 billion.
   - New growth for 2024 includes roughly $177 million from new construction plus $832,000 from annexations.
   - Overall valuation increase estimated around 7.15%, with commercial properties up 10–15%.
   - Tax burden is shifting toward commercial properties due to differing growth.
   - State law caps property tax levy growth at 8% max (including forgone revenue); FY26 maximum levy is about $51.5 million.
   - Council expressed frustration that these caps limit revenue growth despite rising valuations.

3. Forgone Revenue & Levy Strategy
   - The City holds about $6 million in forgone revenue—tax revenue forgone in prior years.
   - Council agreed to use the full 1% ongoing forgone (~$518K) to fund ongoing needs, primarily public safety (firefighters, streets, library).
   - A 3% capital-only forgone (~$1 million) exists; only $500K is earmarked as a placeholder for one-time capital projects, notably a fire storage facility.
   - About $245K in new, unassigned growth revenue remains in contingency for future decisions.
   - Forgone revenue use is viewed as transparent and easier to communicate publicly.

4. Fee Changes & Department Updates
   - Fee increases over 5% require public notice and resolution adoption.
   - Various departments proposed fee adjustments (water, sanitation, power, fiber, EMS), and some fees were removed due to state law changes (e.g., daycare licensing).
   - New fees include transit expedited service and updated fiber tiers.

5. Personnel & Project Requests
   - Approved:
     - Municipal Services Customer Service Rep (fully enterprise-funded).
     - CDS consultant for permit reform ($65K one-time).
     - Fire department equipment: thermal imaging cameras and Motorola radios.
     - Police shooting range funding placed in contingency pending bond closeout.
   - Pending / Conditional:
     - School Resource Officer (SRO) budget placeholder retained pending negotiations; City covers equipment/vehicle, schools expected to fund salary/benefits.
     - Mobile traffic speed trailer with an Automatic License Plate Reader (ALPR) kept on "maybe" list due to mixed Council views and legal constraints.
   - Deferred / Denied:
     - A new Community Development Planner FTE deferred in favor of consultant.
     - Fire station dorm upgrades and battalion chief remodel not prioritized.

- Zookeeper position unfunded; mule vehicle purchase deferred.

6. Funding Priorities & One-Time Funds Use
- Approximately $1 million in one-time funds remain available alongside some recurring revenue increases.
- Priorities include firefighters' mid-year hires (~$500K), ambulance MERF costs, and street maintenance.
- Interest earnings (~$200K) from self-insurance funds considered for fire and public works projects.
- Council favors using one-time funds strictly for one-time costs, preserving flexibility by retaining some funds in contingency.
- Fire storage building funding depends on impact fees; timing is uncertain.
- Council cautious about committing all funds before final county revenue numbers are confirmed.
- Emphasis on balancing critical service funding with fiscal prudence amid revenue uncertainties.

7. Budget Challenges & Operational Cuts
- Fire operations budget absorbed nearly $1 million in cuts from 2023.
- Streets maintenance budget reduced from $4 million to $3 million.
- Municipal Services reduced staffing and deferred building maintenance.
- Library personnel increase (~$64,000) favored, full operational increases less likely.
- Council debated using power repayment and other funds for capital projects or contingency rather than immediate commitment.

8. Next Steps & Process
- Tentative budget adoption set for next Thursday to establish the statutory maximum spending level.
- Council will continue reviewing "maybe" items and unfunded priorities using tracking spreadsheets.
- Forgone revenue usage to be clearly specified in the budget resolution.
- Collaborative approach prioritized to balance ongoing operational needs with capital investments.
- A voice vote was taken wherein Council members were asked if they would approve the earmarking of the one-time capital forgone. Dingman, Freeman, Francis, and Larsen all said yes. Lisa Burtenshaw formally stated she is not in favor of taking one-time capital forgone funding. Radford was absent at that point in the meeting.

<u>All Participants</u> –
Budget Timeline & Key Meetings Overview
- Monday Work Session:
  - Originally thought to have no budget-related items, but elected official compensation may be discussed.
  - Potential impact: $20K–$80K, depending on decisions. May need to build a contingency placeholder in the budget.
- Thursday, Aug. 7: Tentative budget approval based on current discussions.
- Saturday, Aug. 9: Tentative budget gets advertised in the *Post Register*.
- Monday, Aug. 11:
  - Another work session, likely with budget updates.
  - County valuation numbers (delivered on Aug. 4) will be reviewed to assess any additional capacity for adjustments.
- Thursday, Aug. 14: Public hearings for Fees, Forgone A and B, and Tentative Budget
  - Council can cancel a hearing if a matter is no longer being considered.

- Friday, Aug. 15: Placeholder meeting to discuss public hearing feedback. (Canceled unless needed).
- Monday, Aug. 25: Alternative opportunity to discuss public hearing takeaways at work session, if needed.
- Thursday, Aug. 28: Final votes: Budget approval, Fee resolution, Forgone approvals

Additional Notes & Clarifications

- Sister Cities Travel Budget:
  Confirmed decrease, despite budget book narrative suggesting otherwise. Staff will correct that.
- Budget Edits:
  - Send budget-specific changes to Pam.
  - Send narrative updates to Margaret.
  - Avoid burdening Brooks, who is already stretched thin.
  - It's okay to CC Brooks, but don't expect replies.

There being no further business, the meeting adjourned at 4:39 PM.

_____
Emily Geisler, City Clerk

_____
Rebecca L. Noah Casper, Mayor

City Council Work Session Meeting Minutes

680 Park Avenue
Idaho Falls, ID 83402

Monday, July 28, 2025 **3:00 PM** **City Council Chambers**

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

Absent:
Council President Lisa Burtenshaw (*joined via Teams when service was available*)

Also present:
Ian Turner, Airport Director
Pam Alexander, Municipal Services Director
Lisa Farris, CDS Grants Administrator
Kerry Hammon, IFDDC Director
Brandi Newton, IFDDC
Jill Hansen, IFDDC
Matt Jacobsen, IFDDC
Colin McAweeney, Tischler Bise (*Via Teams*)
Michael Kirkham, City Attorney
Darin Jones, Human Resources Director
Wade Sanner, CDS Director
Bryce Johnson, Police Chief
Jake Durtschi, IFFDC
Juan Hernandez, IFDDC
Kevin Cutler, IFDDC
Caitlyn Long, CDS
Emily Geisler, City Clerk

Mayor Casper called the meeting to order at 3:04 p.m. with the following items:

Airport - Presentation and Discussion: Idaho Transportation Department - Division of Aeronautics Grant Offer (Director Turner):

Airport Director Turner presented a resolution for approval to accept a $450,000 state grant.
The grant:

- Requires no local match
- Can be applied to any current project
- Is intended to offset local match costs for the terminal expansion project

Director Turner requested approval so the resolution could be signed and executed.

Motion: Approve the Resolution accepting Idaho Airport Aid Program Number F25SIDA, Project SP-03

- Moved by: Councilor Francis
- Second: Councilor Dingman
- Vote: Aye: Dingman, Francis, Freeman, Larsen, Radford. Nay: none.
- Motion carries.

Idaho Falls Downtown Development Corporation: Presentation and Discussion: Plan for Metered Parking:
(Director Sanner introduced IFDDC Director Hammon, Mr. Durtschi, Ms. Newton, Mr. Hernandez, Ms. Hansen, Mr. Cutler, Mr. Jacobsen)

1. Oversight Transition & Purpose

- Kerry Hammon, the new Executive Director of the Idaho Falls Downtown Development Corporation (IFDDC), presented an update on the downtown parking program.
- Oversight of the organization is shifting from Community Development Services (CDS) to the City's Economic Development division, led by Catherine McClure.
- The goals of the presentation were to:
    - Reintroduce IFDDC's role in parking management
    - Review current parking operations and finances
    - Share a vision for improvements
    - Request Council input and direction

2. IFDDC Mission & Downtown Context

- IFDDC's mission: position downtown as a regional hub for commerce, culture, and leisure.
- Growth in events, businesses, and visitors has increased demand for accessible, well-managed parking.

3. Parking Program Operations

Management & Structure

- IFDDC works with City departments and stakeholders and also has support from:
    - A parking committee
    - A parking ambassador (Juan) who handles enforcement and public interaction

Legal Framework

- IFDDC operates under a City Ordinance and MOU, with authority to enforce parking rules.
- Receives $92,200 annually from the City to support operations.

Parking Inventory

- 755 on-street time-limited (2-hour) spaces
- (10) 20-minute loading and unloading zones
    - Shoup (1), Capital (1), Memorial (3), A Street (1), B Street (4)
- Four paid lots:
    - A Lot – 75 spaces, including (2) 15-minute loading zones
    - B Lot – 63 spaces
    - Capital Lot – 63 spaces
    - Broadway Garage – 44 permits
- Free ADA-accessible parking throughout the Business Improvement District (BID). When in an ADA spot they will not get a ticket if they are properly tagged.
- 5 pay stations, all paid off but aging and due for upgrades
- Note the Carl Walker Parking Study (from 2009):
    - 1084 On-Street Parking Spaces
    - 3054 Off-Street Parking Spaces

Current Rates and Fees

- Pay Station Rate:
    - Broadway Plaza: $2/hr|12-hour rate: $12
    - Capital Avenue, B and A: $1/hr|Day rate: $5
    - Fees: $.35 average IPS Fee per transaction, $.25 merchant services fee
- Public Parking Fees:
    - Downtown Resident: $20/year
    - Downtown unlawful parking citation: $25 (2nd w/in 30 days: $40, 3rd: $55)

- Unlawfully parking in an ADA space: $55
- Any other violation of the Public Parking Ordinance: $25

Enforcement Approach

- First-time violators often have their citation dismissed and are provided with information on free parking alternatives.
- Residents are not cited for overnight parking
- Communication and direct contact are prioritized

4. Financial Overview

Revenue (Approx. $329,200/year)

- City allocation: $92,200
- Citations: $50,000
- Lot permits: $187,000

Expenses (Approx. $211,000/year)

- Lot maintenance: $36,500
- IPS systems & enforcement: $32,500
- Salaries: $142,000

Net revenues are reinvested in the program and future infrastructure improvements.

5. Historical & Structural Parking Challenges

- Public expectation for free curbside parking undermines the viability of a paid garage, as there's no incentive to use one.
- Effective curbside management (pricing or time limits) is essential to create turnover and support local businesses.
- Question from Councilor Freeman: 'When did we take out meters?' Answer: Exact date unsure, but speculation spanned the 1960s through 1980s.

6. "PARK SMARTER" Vision & Future Improvements

App-Based System

- Proposed rollout of a mobile app (PARK SMARTER) for parking payments and management, in partnership with IPS Group, the City's existing vendor.
- Physical pay stations will remain for the lots, but will be supplemented by digital options.
- Question from Mayor Casper: 'Boise uses PARK MOBILE. What made you decide on PARK SMARTER?' Answer: That decision was made before Kerry Hammon arrived, but this one works with the current provider, so it allows for fewer changes all at once.

App Features

- Real-time space availability
- Expiration alerts & time extension
- Credit/Debit card (Text-to-pay, Apple Pay, Google Pay)
- Multi-vehicle and account support
- Analytics dashboard for improved decision-making

Signage & Communication

- Plans to install Manual on Traffic Control Devices (MUTCD)-compliant signage at pay stations to improve wayfinding and user clarity.

7. **Phased Roll-out**

Phase 1 Proposed Changes (Fall 2025)

- Paid changes to Broadway north to D street and from Yellowstone west to Memorial Drive
- On-street parking changed from 2-hour parking to metered parking via the PARK SMARTER app

- Constitution Way spaces in the middle are currently free – proposal would add signs and make this consistent with other paid spaces.
- City Hall Parking will not change
- Veterans' Memorial Building parking will not change.

Phase 2 Proposed Changes (2026)

- Paid changes to Broadway south to Cliff, and Yellowstone west to Memorial
- Improved managing of lots
- Improved wayfinding
- Adding staff and enforcement

8. Proposed Rates

- Hourly: 1st - $1-$2, 2nd - $2, 3rd - $2, 4th - $5-20
- Fees per transaction: $.35 PARK SMARTER Convenience fee, $.30 average merchant processing fee
    - Fees are paid by the consumer and applied to every transaction – add on time counts as a new transaction

9. Council Questions & Feedback

- Asked about the fees associated with the app.
- Happy not to have metal meters coming in and praised the flowers that were planted downtown.
- Praised the educational approach.
- Confirmed citation revenue remains with IFDDC for reinvestment.
- Confirmed the time of enforcement was M-F, 8 am to 6 pm.
- Asked about ADA parking abuse. IFDDC reported no issues.
- Confirmed coin payments are still accepted at all pay stations.

10. Council Discussion & Policy Direction

Public Perception & Education

- Council noted the need for IFDDC to shift public mindset, using the example of similar walking distances in big box store parking lots.
- Emphasized that free options still exist for those willing to park a bit further away.

Ordinance & MOU Updates

- Current ordinance does not permit metered (paid) parking.
- A draft ordinance has been prepared and reviewed; final work session and Council approval needed.
- Council plans to act within two months, enabling implementation by October 1st.
- The existing MOU does not allow for metered parking in the BID but gives IFDDC operational authority.
- No additional funding is requested at this time.

Stakeholder Engagement

- Councilor Francis mentioned that he had heard that at least 2 businesses had brought up concerns. Kerry said that Jake had held sit-down discussions with them and that there was greater understanding after the conversation. She said IFDDC has met with business owners and stakeholders and has heard less resistance after discussions.
- Continued engagement will be essential for long-term success.
- IFDDC has heard concerns from business owners about people not being able to drop into businesses. They noted that $2 parking is not prohibitive if you are going to pay $6 for a coffee based on what they had seen/heard, but acknowledged it could be a risk.

- Education needs to happen explaining that loading/unloading zones are not just for delivery services, but for quick trips in/out of businesses.

Enforcement Hours

- Time-limited enforcement will remain 8:00 AM – 6:00 PM.
- Evenings and weekends are not currently included, though future adjustments may be considered, especially during high-traffic events (e.g., farmers' market).

11. Final Notes & Next Steps

- Caitlyn Long, was thanked for her work as a liaison with IFDDC and CDS.
- IFDDC will continue public outreach and education and return with specific recommendations if directed.

Legal, Municipal Services, Mayor's Office: Discussion: Revised Impact Fee Ordinance and Updated Definition of Square Footage

1. **Shift to Square Footage-Based Fees**

- Background: Earlier discussions considered changing from a per-housing-unit fee to one based on residential square footage.
- Proposed Definition: Impact fee calculated using *climate-controlled square footage* as defined by the International Building Code (IBC) requirements for heating all areas of a new home, including unfinished basements.
- Exclusions: Automobile garages and accessory storage structures are excluded from square footage calculations.
- Rationale:
    - Avoids the challenge of defining "living space" by using IBC heating requirements as a proxy.
    - Eliminates loopholes that could lead to under collection if unfinished basements are exempted and later finished without permits.
    - Aligns with other Idaho cities, none of which exempt unfinished basements.
- Council Concerns Addressed:
    - Legal risk of charging for unused basement space deemed low.
    - Policy based on "generally applicable land use assumptions" rather than exact occupant count.
    - Heated accessory dwelling units would count toward fees; detached garages without living space would not.

2. **Removal of Affordable Housing Impact Fee Exemption**

- Current Law Issue:
    - State law requires that waived impact fees still be paid into the impact fee fund from other sources (general fund, grants, etc.).
    - Funding for waivers has been scarce; only three waivers have been granted in recent years.
- Recommendation: Remove the waiver provision from the ordinance to avoid giving false expectations to developers.
- Future Incentives:
    - Staff working on a separate Affordable Housing Economic Development Incentive Program with permit fee waivers and accelerations.
    - Possible use of state and federal funding, including new HUD scoring advantages and potential CDBG formula changes.

3. **Timeline**
   - Aug 11: Work session – further discussion on the new incentive program.
   - Sept 2: Tentative Planning & Zoning Commission meeting on the ordinance.
   - Sept 25: Possible public hearing on updated impact fee study and ordinance.
   - Jan 1: Target date for implementation.

Community Development Services, CDBG: Presentation and Discussion: Recommended Projects and/or Activities for the 2025 Community Development Block Grant (CDBG) Action Plan: (Director Sanner, Grants Administrator Farris)

- **Senator Crapo's Office Update:** Possible future changes to CDBG funding could tie "bonus" dollars to municipalities increasing housing supply, with reduced funds if not increasing. Council will revisit later in the meeting.
- **Public Comment Period:** Ended Saturday; two anonymous donations received—one fully funding Idaho Falls Rescue Mission's project (application withdrawn), another partially funding a Domestic Violence/Sexual Assault program (request reduced).
- **Funding Overview:**
  - 2025 CDBG allocation: $412,342.
  - Admin max: 20%; Public Service max: 15%; Slum/Blight max: 30%.
  - Must meet 70% minimum direct Low/Moderate Income (LMI) benefit.
  - Applications totaled over $745K—requiring significant cuts.
- **Options Presented:**
  - Option 1 – Initial recommended allocations.
  - Option 2 – Shifts $5,000 from the Slum/Blight Idaho Falls Development Corporation project to Development Workshop Inc. to better complete their project.
- **Council Consensus:** Option 2 preferred; $5K reduction to IFDDC unlikely to significantly harm their program.
- **Project Notes:**
  - Priority given to housing needs, special needs, and anti-poverty projects.
  - Some projects (e.g., YMCA, Habitat for Humanity) not funded due to unspent prior allocations.
  - Development Workshop, Senior Center, and several housing/shelter programs funded.
- **Five-Year Plan Transition:**
  - 2025 is final year of current plan; new plan will require a community needs assessment via consultant (budgeted at $60K).
  - Possible federal program changes may affect future allocations.
- **Outcome:** Council agreed without formal vote to move forward with Option 2 for Thursday's meeting packet.

Community Development Services: Presentation and Discussion: Revisions to Comprehensive Zoning Code:

Overview
CDS presented five mid-year zoning code changes—some prompted by state law updates and others developed in response to feedback from the development community. Goals include aligning with state regulations, clarifying standards, and encouraging housing diversity and infill development.

1. Daycare Regulations

- Reason: Idaho state statute changes shifted licensing and regulation to the state.
- Changes:
  - Remove outdated local daycare licensing language for both commercial and home-based operations.
  - Adjust definitions to match state statute.
  - Maintain current zoning allowances: permitted in most residential zones (R-1), not in RI or RP zones except by conditional use.
- Notes: Council briefly discussed whether RI zones should allow commercial daycare centers; no change planned now.

2. Fire Apparatus Access Road Width

- Reason: Align with International Fire Code standards.
- Changes:
  - Keep standard 24 ft drive aisle width.
  - Require 26 ft width for any road designated by the Fire Marshal as a fire apparatus access road.
  - Wording left flexible so code automatically aligns with future fire code updates.

3. Corner Lot Size Calculation

- Reason: Current method (averaging block street lengths) was complex and inconsistent.
- Changes:
  - Set minimum lot size as 10% larger than the base zoning minimum (e.g., R-1: 7,000 sq ft → 7,700 sq ft).
  - Creates predictable, consistent standard for developers.

4. R-2 Zone Dwelling Unit Cap

- Reason: Some lots can safely accommodate more than 4 units under fire code.
- Changes:
  - Remove blanket 4-unit cap in R-2 zones.
  - Maximum units now determined by fire code requirements (e.g., hose length, access).
  - Allows up to 6 units on certain lots.

5. Setback Flexibility for Rear-Loaded Lots

- Reason: Promote housing diversity and rear-loaded (alley-access) designs.
- Changes:
  - In R-1 and R-2 zones:
    - Front setback can be reduced from 25 ft / 20 ft to 15 ft if vehicular access is from the rear.
    - Rear setback can be reduced to 3 ft when adjacent to a 20 ft alley.
  - Clarified definitions to distinguish between public and private alleys (private alleys maintained by HOAs).

<u>Police, Human Resources: Presentation and Discussion: Amendment to Personnel Manual:</u>

Police Department Personnel Manual Update – Injury on Duty Policy

The Police Chief and HR Director presented a proposed Police-specific Injury on Duty policy to address concerns from officers about potential unpaid periods after being injured in the line of duty.

Key Changes:

- Applies to police officers, animal control officers, and ordinance/code enforcement officers.
- Injury on Duty leave begins immediately on the day of injury (no initial unpaid gap).
- Defines work shifts and schedules for injured employees to:
    - Ensure clarity if subpoenaed to court while on leave.
    - Avoid unnecessary overtime costs for the City.
- Employees on modified duty will work a defined 4×10 schedule suited to department needs.
- Exempts Injury on Duty schedule changes from the City's normal 14-day notice/overtime rule.
- Clarifies compliance with Idaho law removing the 520-hour workers' comp cap for sworn police officers.

Process & Timeline:

- Draft goes to all Police Department staff for a 30-day review/comment period.
- Earliest City Council action would be early September.
- Feedback so far has been supportive; no controversy expected.

Human Resources, Legal: Review and Discussion: Compensation Benchmarking for Elected Positions: (Attorney Kirkham, Director Jones)

Legal and Historical Context

- Under Idaho state law, municipal elected officials can only adjust their compensation during election years, with any changes taking effect the following January 1. This rule helps prevent raises timed for political advantage immediately before elections.
- The City Council has historically taken a conservative approach to its own compensation. The last significant salary adjustment for Council members and the Mayor was enacted in 2015 and implemented over 2016 and 2017.
- Since then, no substantive changes were made for nearly six years. Automatic annual raises of 2.15% have been applied to Council salaries through 2029, but the base pay has remained relatively low.

Complexity of Idaho Falls and Benchmarking

- Idaho Falls is recognized as a uniquely complex city compared to many peers in Idaho and neighboring states.
- The City manages a large municipal utility system—including power generation, fiber services, and other utilities—as well as operating the second busiest airport in Idaho.
- Compared to other cities like Boise or those in Ada County, Idaho Falls has a broader scope of direct responsibilities. Many peer cities contract out services like sanitation or do not maintain utilities internally.
- Benchmarking data was gathered comparing population size, city budgets, governance structures, salary levels, and benefits to provide context for current compensation.

Workload and Role Demands

- Council members and the Mayor face a substantial workload with frequent meetings, multiple board responsibilities, and a steep learning curve, especially regarding specialized utilities.
- The roles require significant preparation time, often limiting Council members' availability for other employment or personal activities.
- The demanding nature and complexity of managing Idaho Falls were emphasized as justification for reviewing and potentially increasing compensation.

Proposed Compensation Adjustments

- The group discussed increasing the base salary for Council members from roughly $15,000 annually to about $21,000, representing a $36,000 total increase to the council budget.

- This increase could potentially be funded by reallocating savings from existing budget lines, such as travel expenditures, which historically have been underutilized.
- For the Mayor, there was discussion of implementing incremental salary raises over two to five years to reach a more competitive range between $150,000 and $170,000, reflecting the increasing complexity and responsibility of the position.
- It was noted that increasing salaries should be done thoughtfully to maintain fiscal responsibility while recognizing the importance of attracting and retaining qualified leadership.

Benefits and Additional Compensation

- The current ordinance provides Council members with benefits similar to those available to full-time employees, including PERSI retirement, health insurance, travel reimbursement, and stipends for incidental costs such as cell phone use.
- Because these benefits are already codified, no separate ordinance changes are required to adjust or add stipends like a cell phone allowance.

Equity, Recruitment, and Representation

- Councilor Dingman and other members acknowledged that current compensation levels may disproportionately deter candidates who do not have independent financial support or retirement income, which could limit diversity in terms of life experience, family situation, and socioeconomic background.
- Increasing compensation is viewed not as a reward for current members but as a necessary step to ensure that future elected officials can serve without undue financial hardship, promoting broader community representation and fairness.
- Councilor Francis noted that compensation is a sign of respect in our society and paying your Mayor well makes a difference.
- Councilor Radford mentioned that it is even difficult to recruit candidates for CEOs and program directors in the non-profit world when salaries are $80,000-100,000.

Governance Structure Considerations

- The discussion also touched on the potential long-term implications of altering the City's governance model, including possibly moving from a strong mayor system to one with a city manager or administrator.
- Such a change could redistribute executive functions and responsibilities, which would influence compensation structures for both the Mayor and Council.
- Any move to a city manager model would require a public vote and careful consideration of the impacts on governance and salary benchmarks.

Next Steps and Timeline

- The Council agreed to develop specific salary adjustment proposals, expressed in concrete dollar amounts rather than percentage formulas tied to external benchmarks, to comply with legal requirements and facilitate clear budgeting.
- Proposals are expected to be submitted within a week to allow staff to draft ordinance amendments for review.
- The goal is to bring a finalized ordinance amendment forward for consideration and adoption at an August Council meeting.
- This timeline ensures compliance with statutory deadlines and allows the adjustments to take effect starting January 1, 2026, if approved.

Funding and Budget Implications

- There is confidence that the budget has sufficient capacity to absorb the proposed increases without negatively impacting other priorities.

- Early implementation is preferred to avoid the compounding costs of delayed raises, which could require larger increases later.
- Funding reallocations, such as reduced travel expenses, are being considered as practical sources to offset salary increases without requesting additional taxpayer dollars.

Overall Perspective

- The consensus among Council members and City leadership is that Idaho Falls' complexity and the growing demands on elected officials warrant revisiting compensation.
- Increasing salaries is viewed as a strategic investment in the City's governance, aimed at attracting capable individuals who can dedicate the time and expertise necessary for effective leadership.
- The discussion balanced fiscal responsibility, legal constraints, fairness, and the realities of public service in a dynamic and complex municipality.

Mayor and City Council

1. Acceptance or Receipt of Minutes

   Motion: Receive recommendation(s) from the July 1, 2025, meeting of the Planning and Zoning Commission pursuant to the Local Land Use Planning Act .
   - Moved by: Councilor Francis
   - Second: Councilor Larsen
   - Vote: Aye: Dingman, Francis, Freeman, Larsen, Radford. Nay: none. (Burtenshaw offline)
   - Motion carries.

2. Mayor and Council Reports: Calendars; Announcements; Events; Reports; Updates; Concerns; Questions; Discussion; Proclamations; Notes or Minutes from Boards and Commissions

Mayor & Council Updates – Upcoming Events & Meetings

- War Bonnet Rodeo: themed nights include First Responders (Thu), Breast Cancer Awareness (Fri), and Veterans Tribute (Sat)
- National Night Out next week
- Employee Benefits Fair the 14th
- DOE informational meeting Aug. 14 on high burnup fuel research.
- CEI Special event Aug. 21, noon hour (details TBD)
- Idaho Falls Power tour in Pocatello (date pending)
- Heritage Park ribbon-cutting Aug. 28.
- Water College tour Aug. 19.
- IDA Tenant Picnic and multiple Chamber luncheons (Rep. Simpson, Lt. Gov. on 12th).
- AIC webinar on November elections available for interested members.
- Attended Memorial Service for Bruce and Barbara Turner

Policy Discussion – CDBG Housing Incentives

- Congressman Crapo's office seeking feedback on possible changes to CDBG funding to incentivize proactive housing development.
- Concerns raised about fairness to Idaho cities under Dillon's Rule that lack authority or dedicated housing departments.
- Support expressed for additional funding if it does not reduce existing allocations.

Other Council Reports

- Councilor Radford - Affordable housing workgroup updates; ongoing ordinance changes.
- Councilor Francis - Public works tours highlighted infrastructure projects (bike paths, pathways near Skyline HS, street maintenance). Asked to speak at Rotary Aug. 27.
- Councilor Freeman - Police community engagement events scheduled: Pizza with Police (Sep. 3), Bagels with the Blue (Sep. 6), Coffee with a Cop (Oct. 1).
- Councilor Larsen – Swearing-in ceremony August 31st. Emphasis on strong leadership and director passion for City operations.
- Councilor Dingman – Nothing at this time

Reminders to complete:

- Send comments to Mayor for Crapo's office by 7 p.m.
- Compensation proposals to Darin by next Monday.

There being no further business, the meeting adjourned at 6:33 PM

Emily Geisler, City Clerk

Rebecca L. Noah Casper, Mayor

City Council Meeting Minutes

680 Park Avenue
Idaho Falls, ID

Thursday, July 31, 2025 **7:30 PM** **City Council Chambers**

1. Call to Order

Present:
There were present:
Mayor Rebecca L. Noah Casper
Councilor Michelle Ziel-Dingman
Councilor Jim Francis
Councilor John Radford
Councilor Jim Freeman
Councilor Kirk Larsen

Absent:
Council President Lisa Burtenshaw

Also present:
Bryce Johnson, Police Chief
Margaret Wimborne, Chief of Staff
Pam Alexander, Municipal Services Director
Ian Turner, Airport Director
Wade Sanner, CDS Director
Karen Lansing, Habitat for Humanity IF Area, Dir.
Michael Kirkham, City Attorney
Jeremy Galbreaith, Deputy Chief of Police
Jerry Scheid, Spouse of Carrie Sneid
Stephen Boorman, Asst GM, IF Power
Chris Fredericksen, Public Works Director
Connor Erb, Harper Leavitt
Heidi Despain, City Prosecuting Attorney
Emily Geisler, City Clerk

2. Pledge of Allegiance

Attorney Kirkham led those present in the Pledge of Allegiance.

3. Special Recognitions

Special Recognition – Deputy Chief Jeremy Galbraith
Overview
- Idaho Falls Police Chief Bryce Johnson recognized Deputy Chief Jeremy Galbreaith for graduating from the FBI National Academy's 294th Session.
- The National Academy is considered one of the top three U.S. command schools for law enforcement leadership training, and this is the first Idaho Falls Police Department graduate in nearly a decade.

Program Details
- Session participants came from 48 states, D.C., 14 countries, six military organizations, and four federal civilian agencies.
- The 10-week program provides advanced communication, leadership, and fitness training, taught by highly credentialed FBI instructors.
- Most attendees have an average of 21 years of law enforcement experience and often serve in executive roles afterward.
- Galbreaith is one of the few in the country to graduate from two top command schools — the FBI National Academy and Northwestern Command College.

Notable Achievements
- Earned the "Yellow Brick" for completing the challenging physical fitness program.

- Completed the Academy's difficult Behavioral Health course, where only a handful out of 30+ students finished.

Recognition & Awards

- Praised for exemplifying the law enforcement Code of Ethics by continually pursuing education and skill improvement.
- Received the FBI National Academy commemorative coin and uniform pin.
- Awarded the Idaho Falls Police Department Exemplary Service Coin for outstanding leadership.

Personal Note

- Galbraith attended the presentation with his 20-year-old son, Ian.

Mayor's Choice Award – Outstanding Community Enrichment Award to Carrie Scheid

Overview

- The Mayor's Choice Award, created in 2021, honors individuals, businesses, or organizations making exceptional contributions to Idaho Falls.
- This year's award, presented outside the usual schedule, recognized Carrie Scheid for nearly 29 years of transformative civic, cultural, and philanthropic service.

Key Contributions

- Arts & Downtown Revitalization:
  - Served 15 years as Executive Director of the Idaho Falls Arts Council, leading the $4.5M restoration of the Colonial Theater and creation of the Willard Arts Center.
  - Helped install public art (including downtown art benches) and hosted major events such as a Ray Charles performance.
- Frontier Center for the Performing Arts:
  - Chaired the Civic Center Advisory Committee, guiding fundraising for lobby expansion ($5M toward a $7.2M goal) and earlier $1.8M interior renovations.
- Nonprofit & Civic Leadership:
  - Co-founded Idaho Gives, a statewide online fundraising event for nonprofits.
  - Founding member of the Snake River Animal Shelter.
  - Inaugural College of Eastern Idaho Board Trustee, championing fiscal policy and the Future Tech building.
- Civic Engagement & Journalism:
  - Longtime columnist for the *Post Register* with husband Jerry.
  - Managed "The Middle" civic awareness email list and actively recruited capable candidates for public office.

Impact & Legacy

- Recognized for blending vision, leadership, and passion to make Idaho Falls more vibrant, compassionate, and civically engaged.
- Husband Jerry Scheid accepted the award on her behalf due to health issues, conveying her gratitude to City leaders, community partners, and friends.

4. Public Comment

No one appeared.

5. Consent Agenda

A. Office of the Mayor
    1. **25-333** Appointment of Tia Panter to the Idaho Falls Planning & Zoning Commission
B. Municipal Services
    1. **25-306** Treasurer's Report for May 2025.
    2. **25-317** Impact Fee Quarterly Report
~~C. Idaho Falls Power~~ *Moved to Regular Agenda at the written request (and verbal request during the meeting) of Councilor Francis.*
    1. ~~**25-325** IFP 25-12 Conductor Purchase - IRBY, GenPac, Western United Electric~~
D. Airport
    1. **25-311** Professional engineering services Contract with Ardurra, Inc.
E. Office of the City Clerk
    1. **25-307** City Council Meeting Minutes (5.5.2025, 5.8.2025, 5.19.2025, 5.22.2025, 6.23.2025)
    2. **25-308** Licensing reports for June 2025, which includes 48 new business requests, 13 renewed, and 24 contractors

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

- Moved by: Councilor Larsen
- Second: Councilor Dingman
- Vote: Aye: Dingman, Francis, Freeman, Larsen, Radford. Nay: none
- Motion carries.

6. Regular Agenda

A. Municipal Services

1. 25-324 Tentative Approval of the 2025/26 Fiscal Year Budget

Presentation/Discussion (Director Alexander):

- Budget Period: Oct. 1, 2025 – Sept. 30, 2026.
- Tentative "Not-to-Exceed" Amount: $389,634,976, including service fees, state and grant revenues, a 3% statutory property tax levy, and specific foregone amounts for fire operations and a fire department storage facility project.
- Budget preparation began in March, with three detailed "Budget Tuesday" sessions earlier this month.
- Public Notices: Aug. 2 & Aug. 9.
- Public Hearing: Aug. 14, 7:30 p.m., City Council Chambers.
- Draft budget book (with line items and department plans) to be posted on the city website; final version released after adoption.
- Tentative budget serves as the basis for public review and testimony.
- After the hearing, Council may only decrease the budget before final adoption two weeks later.

Motion: Approve the tentative 2025/26 fiscal year budget for a not to exceed amount of $389,634,976 and give the authorization to publish the Notice of Public Hearing

- Moved by: Councilor Larsen

- Second: Councilor Dingman
- Vote: Aye: Dingman, Francis, Freeman, Larsen, Radford. Nay: none
- Motion carries.

2. **25-313** Purchase and Installation of Replacement Boiler for the Wes Deist Aquatic Center

Presentation/Discussion (Director Alexander):
- The current boiler is over 20 years old and increasingly unreliable despite good maintenance.
- Budgeted Amount: $260,000 (already approved in this year's budget).
- Project required a formal bid under state statute, but no bids were received.
- Per statute, the city then sought quotes on the open market through its mechanical engineer.
- Secured a bid from Mechanical Solutions for $234,645, within budget.

Motion: Approve the quote received from Mechanical Solutions for a total of $234,645.00.
- Moved by: Councilor Larsen
- Second: Councilor Dingman
- Vote: Aye: Dingman, Francis, Freeman, Larsen, Radford. Nay: none
- Motion carries.

3. **25-314** Roof Replacement, City Hall Annex Building

Presentation/Discussion (Director Alexander):
- Roof replacement for the building currently housing the meeting.
- Project was delayed from last year due to higher-priority work; the City typically replaces about two roofs per year out of over 100 buildings.
- Used informal bid process per state statute, requiring at least three quotes.
- Received three bids:
  - $103,636 (lowest)
  - $134,310
  - $197,409
- Recommended awarding the contract to Smith Roofing for $103,636.

Motion: Approve quote received from Smith Roofing for a total of $103,636.00.
- Moved by: Councilor Larsen
- Second: Councilor Dingman
- Vote: Aye: Dingman, Francis, Freeman, Larsen, Radford. Nay: none
- Motion carries.

4. **25-327** Replace IT Firewall Equipment

Presentation/Discussion (Director Alexander):
- Replacing aging IT firewall equipment as part of the City's short-term IT plan.

- Purchase will use the State of Idaho contract with CompuNet, a Cisco-authorized vendor.
- Cost: $261,787.92 (budgeted in IT budget).
- Requesting approval to purchase this year.

Motion: Approve the quote received from CompuNet for the purchase of Cisco Meraki Firewall equipment and licensing for a total of $261,787.92 and authorize the Mayor and City Clerk to sign the necessary documents.

- Moved by: Councilor Larsen
- Second: Councilor Dingman
- Vote: Aye: Dingman, Francis, Freeman, Larsen, Radford. Nay: none
- Motion carries.

B. Idaho Falls Power

1. 25-309 Appointment of Idaho Falls' UAMPS Member Representative and Alternate

Presentation/Discussion (Asst GM Boorman):

- Appointment of Chase Morgan as Idaho Falls Power's representative to the trade organization handling power trading and supply issues.
- Morgan currently leads these efforts for the utility.

Motion: Approve the Resolution Appointing Idaho Falls' UAMPS Member Representative and Alternate.

- Moved by: Councilor Freeman
- Second: Councilor Dingman
- Vote: Aye: Dingman, Francis, Freeman, Larsen, Radford. Nay: none
- Motion carries.

2. 25-325 IFP 25-12 Conductor Purchase - IRBY, GenPac, Western United Electric (*Moved from Consent Agenda*)

Presentation/Discussion (Asst GM Boorman): Discussion focused on why some wire supply bids were accepted and others rejected.

- Primary wire (15,000V) and secondary wire (600V) are the two main types purchased.
- The utility uses EPR-insulated primary wire for flexibility and long-term reliability; bids offering XLPE insulation were rejected as it does not meet standards.

Additional Notes

- Concern raised by Councilor Radford about transparency and future projects when bids are rejected.
- Staff clarified that in this case, non-compliant bids were deemed "non-responsive," unlike other situations where bids are rejected for high cost and the project is rebid.

Motion: Approve the bid IFP-12 for $833,542.29.

- Moved by: Councilor Freeman
- Second: Councilor Dingman

- Vote: Aye: Dingman, Francis, Freeman, Larsen, Radford. Nay: none
- Motion carries.

C. Airport

1. 25-312 Approve Additional Services Request to Ardurra Inc.'s Work Order 24-01

Presentation/Discussion (Director Turner):

- Related to Work Order 2401 for the terminal expansion project.
- Originated from the 2022 concept budget report, followed by 2023 design work.
- Initial budget proved insufficient, prompting value engineering, revisiting major decisions, and rephasing.
- Led to the utility and infrastructure phase that began last month.
- Additional design work cost: $427,408.74.
- FAA guidance used to confirm the appropriateness of the fee.

Funding

- Covered by FAA and Idaho grant funds (using oldest grant funds first).

Motion: Approve Additional Services Request #1 for $427,408.74 to Work Order 24-01 - Terminal Renovation and Expansion Phase 3 (Priority 1A - Phase 1) - Construction Documents.

- Moved by: Councilor Freeman
- Second: Councilor Larsen
- Vote: Aye: Dingman, Francis, Freeman, Larsen, Radford. Nay: none
- Motion carries.

D. Public Works

1. 25-328 State Local Agreement and Resolution with the Idaho Transportation Department (ITD) for the Science Center Drive; North Boulevard to Holmes Avenue Project

Presentation/Discussion (Director Fredericksen):

- Project includes:
  - New traffic signal installation.
  - Pavement rehabilitation on Anderson Street (North Boulevard → Holmes Avenue).
  - Intersection redesign to improve geometry.
- Construction planned for summer 2026.
- Total estimated cost: $3,068,480.
- City share: 7.34%, requiring $393,802 due to funding shortfall.
- City staff have requested end-of-year MPO funding to cover shortfall (approval expected August).
- Approval of the match is needed to proceed with bidding.

Motion: Approve the State Local Agreement and Resolution with ITD for the Science Center Drive--North Boulevard to Holmes Avenue Project, and authorize the Mayor and City Clerk to sign the documents.

- Moved by: Councilor Larsen

- Second: Councilor Francis
- Vote: Aye: Dingman, Francis, Freeman, Larsen, Radford. Nay: none
- Motion carries.

2. 25-329 Resolution - Adopting Revised Amendments to the 2020 Edition of the Idaho Standards for Public Works Construction (ISPWC).

Presentation/Discussion (Director Fredericksen):

- Resolution to adopt revised amendments to the 2020 Idaho Standards for Public Works Construction.
- Revisions identified by City staff over the past year; some were discussed at the February 10th work session.

Key Changes

1. Section 900 – Pressurized Irrigation: New standard for surface water irrigation used for landscaping.
2. Sanitary Sewer Lift Stations: On-site generation required for any new installations within the city.
3. Other Amendments
    - Minor clarifications to standard drawings and specifications.
    - Includes improved procedures for water shut-offs to minimize impact on residents.

Motion: Approval of the resolution adopting revised amendments to the 2020 edition of the ISPWC and authorization for Mayor and City Clerk to sign the document.

- Moved by: Councilor Larsen
- Second: Councilor Francis
- Vote: Aye: Dingman, Francis, Freeman, Larsen, Radford. Nay: none
- Motion carries.

3. 25-330 Resolution - Adopting an Amended Engineering Design Policy Manual (EDPM).

Presentation/Discussion (Director Fredericksen):

- Council considered adoption of an amended Engineering Design Policy Manual
- Effective Date: October 1, 2025, to give contractors and developers advance notice and allow time to adjust ongoing projects.

Key Revisions:

- Corrected a drawing reference in Section 40.6 (to I-409 for water main access structures).
- Updated roadway typical sections to align with Idaho Falls Power service policies, showing a standard 15-ft utility corridor.
- Added requirement for onsite generators at sanitary lift stations to ensure functionality during power outages.

- Staff noted this aligns with practices already used in other Idaho communities and does not anticipate significant pushback.
- Council clarified that “generation” refers to backup power generators.

Motion: Approve the resolution adopting an amended EDPM and authorize the Mayor and City Clerk to sign the document.

- Moved by: Councilor Larsen
- Second: Councilor Francis
- Vote: Aye: Dingman, Francis, Freeman, Larsen, Radford. Nay: none
- Motion carries.

4. 25-331 Purchase and Sale Agreement with Topline Auto Sales Incorporated for property located on Pop Kroll Way

Presentation/Discussion (Director Fredericksen): Council reviewed a purchase and sale agreement with Top Line Auto Sales for 5.71 acres at 2550 Pop Kroll Way at a cost of $2,137,500, funded through the Water Division.

- Purpose:
  - The Water Division is outgrowing its current Hemmert Avenue facilities.
  - The new site will support a future administration building, employee growth, and storage of materials/equipment.
  - The land is adjacent to other City-owned property and near other Public Works facilities, keeping related services consolidated.
  - The agreement includes addendum clarifying closing date, escrow/closing fees, recording fees, and seller's warranty deed at closing.
- Council Discussion:
  - Purchase is covered by existing capital funds—no increase to ratepayers.
  - Acquisition was seen as timely and strategic, since the property became available as design work was starting.
  - While the price was high, staff negotiated the best deal possible given market value and location. Council agreed it provides long-term value by securing essential land in a prime location.
- Consensus: Property purchase is a strong investment for the City and a needed step to improve Water Division facilities.

Motion: Approval of the Purchase and Sale Agreement with Topline Auto Sales Inc. and authorization for Mayor and City Clerk to sign the documents.

- Moved by: Councilor Francis
- Second: Councilor Larsen
- Vote: Aye: Dingman, Francis, Freeman, Larsen, Radford. Nay: none
- Motion carries.

5. 25-302 Ordinance Amending Title 8, Chapter 6, Sanitation Service

Presentation/Discussion (Director Fredericksen):

- Allows individuals to contract with outside solid waste providers for temporary, project-specific containers (e.g., construction roll-offs).
  - Does not affect regular residential or commercial weekly service.
  - City sanitation rates are about half the cost of outside providers, and city crews generally deliver containers within 24 hours, so limited financial impact is expected.

  - Ordinance ensures compliance with state law effective July 1, 2025 (Idaho Senate Bill 1073.
- Council members noted pride in the City's responsive sanitation services.

Motion: Approve the Ordinance amending Title 8, Chapter 6, Sanitation Service under a suspension of the rules requiring three complete and separate readings and request that it be read by title and published by summary.

- Moved by: Councilor Francis
- Second: Councilor Larsen
- Vote: Aye: Dingman, Francis, Freeman, Larsen, Radford. Nay: none
- Motion carries.

ORDINANCE TITLE READ: AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO; AMENDING TITLE 8, CHAPTER 6 OF THE IDAHO FALLS CITY CODE, TO CONFORM THE CITY'S SOLID WASTE SANITATION SERVICES TO ALIGN WITH THE REQUIREMENTS OF IDAHO CODE § 50-344, PROVIDING SEVERABILITY, CODIFICATION, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE.

6. 25-318 Vacation of Easements - Stanger Farms Commercial Subdivision

Presentation/Discussion (Director Fredericksen): Council reviewed an ordinance to vacate multiple easements in the Stanger Farms Commercial Subdivision (NW corner of N. Yellowstone Hwy & Anderson St.).

- Purpose: To facilitate redevelopment while still ensuring utility service needs are met.
- Clarifications:
  - Vacating an easement means the City formally surrenders its rights; this can only happen by council action, not automatically.
  - City only does this when confident the easement will not be needed again, and typically in exchange for new easements that support future growth.
  - Council noted the importance of not giving up easements without clear justification and knowing what is received in return.
- Procedural Note: Motion language in the packet was corrected to include the phrase "and published by summary" for ordinance compliance.

Motion: Approve the Easement Vacation Ordinance under a suspension of the rules requiring three complete and separate readings and request that it be read by title and published by summary.

- Moved by: Councilor Francis
- Second: Councilor Larsen
- Vote: Aye: Dingman, Francis, Freeman, Larsen, Radford. Nay: none
- Motion carries.

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

E. Community Development Services

1. 25-315 Final Plat and Reasoned Statement of Relevant Criteria and Standards, Stanger Farms Commercial Addition, First Amended.

Presentation/Discussion (Council Liaisons):

- Council considered the final plat and reasoned statement of relevant criteria and standards for property within the Stanger Farms Commercial Edition. Normally no staff presentation is required for final plats; Council introduced the item.
- Key Clarification: The plat resolves an issue involving a previously illegal lot, as intended by the Planning & Zoning Commission.

Motion 1: Accept or Approve the Final Plat for Stanger Farms Commercial Addition, First Amended and give authorization for the Mayor, City Engineer, and City Clerk to sign said Final Plat.

- Moved by: Councilor Radford
- Second: Councilor Larsen
- Vote: Aye: Dingman, Francis, Freeman, Larsen, Radford. Nay: none
- Motion carries.

Motion 2: Approve the Reasoned Statement of Relevant Criteria and Standards for the Final Plat for Stanger Farms Commercial Addition, First Amended and give authorization for the Mayor to execute the necessary documents.

- Moved by: Councilor Radford
- Second: Councilor Larsen
- Vote: Aye: Dingman, Francis, Freeman, Larsen, Radford. Nay: none
- Motion carries.

2. 25-326 Resolution - Community Development Block Grant (CDBG) PY 2025 Annual Action Plan

Presentation/Discussion (Council Liaisons):

- This was previously reviewed and tentatively approved during Monday’s work session.
- Process:
  - Federal formula and rules guided distribution.

- Funding requests were about double the available funds, so no applicant received their full request.
- Disclosure: Councilor Radford clarified he did not need to recuse this year since his organization had not applied for funding.

Motion: Approve the resolution for the CDBG PY-2025 Annual Action Plan.
- Moved by: Councilor Radford
- Second: Councilor Larsen
- Vote: Aye: Dingman, Francis, Freeman, Larsen, Radford. Nay: none
- Motion carries.

3. 25-316 Quasi-Judicial Public Hearing - Planned Unit Development (PUD) and Reasoned Statement of Relevant Criteria and Standards, Petersen Place Habitat for Humanity.

Presentation/Discussion (Director Sanner, Ms. Lansing, Mr. Erb):
Recusal: Councilor Radford recused himself due to prior involvement but remained at the dais without voting or making motions.
- Hearing Opened
- Applicant Presentation:
  - Mr. Erb (project designer) explained that Habitat for Humanity increased the project from 73 units to 87 units (mix of cottages, single-family homes, fourplexes, and a management house).
  - The project is intended as a blend of high-density and community-oriented housing.
- Staff Report (Director Sanner):
  - Site located on West Broadway near the soccer complex and airport.
  - Increase to 87 units triggered the need for re-approval.
  - Includes 3 amenities (more than required), 33% landscaping (exceeds 25% minimum), and 168 parking stalls (exceeds 139 required).
  - To be built in 3 phases; amenities will be front-loaded in phase one.
  - FAA requires Ernest Drive realignment as part of the project.
  - Planning Commission previously reviewed (2024 approval with opposition, March 2025 approval with no opposition).
- There was no public testimony
- Habitat for Humanity (Executive Director Lansing):
  - Project is Idaho's first housing cooperative community.
  - Residents purchase a "share loan" rather than deeded property, giving them equity while allowing Habitat to retain oversight.
  - Cooperative model prevents subleasing, ensures resident selection control, and supports long-term affordability.
  - Land will be placed in a land trust to reduce upfront costs.
  - Projected timeline: infrastructure likely begins next season; first 30 homes may take several years; full buildout dependent on Ernest Drive extension.
- Council Discussion:
  - Council members praised the project as a strong response to the city's affordable/workforce housing needs.
  - Acknowledged Habitat's credibility and history.

Motion 1: Approve the Planned Unit Development for Petersen Place Habitat for Humanity as presented.

- Moved by: Councilor Larsen
- Second: Councilor Freeman
- Vote: Aye: Dingman, Francis, Freeman, Larsen. Nay: none
- Abstain: Councilor Radford
- Motion carries.

Motion 2: Approve the Reasoned Statement of Relevant Criteria and Standards for the Planned Unit Development for Petersen Place Habitat for Humanity and give authorization for the mayor to execute the necessary documents.

- Moved by: Councilor Larsen
- Second: Councilor Freeman
- Vote: Aye: Dingman, Francis, Freeman, Larsen. Nay: none
- Abstain: Councilor Radford
- Motion carries.

4. 25-319 Amendment to Title 11, Comprehensive Zoning Ordinance, Section 11-2-6, Standards for allowed Land Uses; (L) Day Care, Center and Day Care, Group and ® Home Occupation; 11-7-1, Definitions of Title 11.

Presentation/Discussion (Director Sanner): Community Development Services presented five proposed amendments to the Comprehensive Zoning Ordinance (Title 11).

A. Reason for Amendments
   - Two amendments are required due to changes in state statute.
   - Three amendments address development-related updates.

B. Daycare Licensing & Uses
   - State law recently changed local authority over daycare licensing, requiring the City to update its code.
   - Updates affect commercial daycares, home occupations, and definitions of daycare categories (home daycare up to 6 children; daycare group 7–12; daycare center 13+).
   - These updates align the City's zoning tables and permitted uses with state statute.

C. Council Discussion/Concerns – Residential Zones,
   - Councilor Francis initiated a discussion centered on whether to allow daycare centers in Residential Estate (RE) and Residential Park (RP) zones.
   - Consensus formed to allow them under a Conditional Use Permit (C2), ensuring neighbors have notice and hearings to address impacts like traffic, noise, hours, parking, and signage.
   - Council emphasized balancing neighborhood character with the need to expand daycare availability amid a statewide shortage.
   - Councilor Francis stressed that while compliance with state law was required, they disagreed with the Legislature's decision to loosen daycare licensing standards.

Motion: Approve the Ordinance amending day care businesses with the exception that Table 11-2-1 be amended to allow C2 in RE and RP for Day Care Centers under a suspension of the rules requiring three complete and separate readings, and request that it be read by title and published by summary.

- Moved by: Councilor Radford
- Second: Councilor Dingman
- Vote: Aye: Dingman, Francis, Freeman, Larsen, Radford. Nay: none
- Motion carries.

ORDINANCE TITLE READ: AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO; AMENDING TITLE 11 COMPREHENSIVE ZONING CODE, SECTION 11-2-6 STANDARDS FOR ALLOWED LAND USES; (L) DAY CARE, CENTER AND DAY CARE, GROUP AND (R) HOME OCCUPATIONS; 11-7-1, DEFINITIONS, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE.

Presentation/Discussion (Director Sanner) for itms 5-8 below:

1. Fire Code Alignment (Drive Aisle Widths)
    - Updates zoning code to reference the International Fire Code standard (26 ft) for fire access aisles.
    - Written broadly so zoning code remains consistent if state fire code changes.
    - Council discussion noted fire hydrant placement usually indicates where wider fire access aisles are required.
2. Corner Lot Standards
    - Current code uses complex averaging of adjacent lot sizes.
    - Proposal: simplify by requiring 10% larger minimum lot size than base zoning district.
    - Example: R-1 zone (7,000 sq ft) → corner lot minimum 7,700 sq ft.
    - Intent is to make subdivision design easier and more consistent for developers.
3. R-2 Zone Dwelling Unit Limits
    - Existing cap of four dwelling units per lot often conflicts with fire code allowances.
    - Proposal: remove strict cap and defer to fire code standards (based on access and hose reach).
    - Provides flexibility—may allow 1–2 more units in some cases.
4. Front Setback Flexibility (R-1 & R-2 Zones)
    - Current standard: 25 ft minimum setback for all homes.
    - Proposal: allow 15 ft setback if garage/driveway access is from a rear alley.
    - Supports walkability, better urban design, and more affordable housing options.
    - Endorsed by developers (e.g., Rockwell Homes) as a way to reduce costs and increase housing supply.
    - Includes provisions for defining public vs. private alleyways and ensuring maintenance obligations are documented.

Overall Intent

- Simplify overly complex zoning rules.

- Provide flexibility for developers while maintaining public safety.
- Support City priorities for housing affordability, density, and urban core development (aligned with Imagine IF goals).
- These reflect direct collaboration with developers and public works staff.

5. **25-320** Amendment to Title 11, Comprehensive Zoning Ordinance, Section 11-4-5 Off-Street Parking and Loading; (F) Parking and Parking Lot Design.

Motion: To approve the Ordinance amending off-street parking and loading, parking, and parking lot design under a suspension of the rules requiring three complete and separate readings, request that it be read by title and published by summary.

- Moved by: Councilor Radford
- Second: Councilor Larsen
- Vote: Aye: Dingman, Francis, Freeman, Larsen, Radford. Nay: none
- Motion carries.

ORDINANCE TITLE READ: AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO; AMENDING TITLE 11 COMPREHENSIVE ZONING CODE, SECTION 11-4-5 OFF-STREET PARKING AND LOADING, TO ADD LANGUAGE FOR FIRE APPARATUS ACCESS ROADS TO BE CONSISTENT WITH THE INTERNATIONAL FIRE CODE AND WITH OTHER CITY CODE PROVISIONS; AND PROVIDING SEVERABILITY, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE.

6. **25-321** Amendment to Title 11, Comprehensive Zoning Ordinance, Section 10-1-5 General Subdivision Standards; (F) Lot Improvements; (4) (i) Residential Corner Lots of the Subdivision Ordinance.

Motion: Approve the Ordinance amending general subdivision standards in the Subdivision Ordinance under a suspension of the rules requiring three complete and separate readings and request that it be read by title and published by summary.

- Moved by: Councilor Radford
- Second: Councilor Larsen
- Vote: Aye: Dingman, Francis, Freeman, Larsen, Radford. Nay: none
- Motion carries.

ORDINANCE TITLE READ: AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO; AMENDING TITLE 10 SUBDIVISION ORDINANCE, SECTION 10-1-5 (F)(4)(i) CORNER LOTS, TO CHANGE LANGUAGE TO BE COMPLIANT WITH PRACTICES THAT ENCOURAGE AFFORDABLE HOUSING AND MISSING MIDDLE HOUSING; AND PROVIDING SEVERABILITY, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE.

7. **25-322** Amendment to Title 11, Comprehensive Zoning Ordinance, Sections 11-2-6 Standards for allowed Land Uses; (O) Dwelling, Multiple-Unit.

Motion: To approve the Ordinance amending the number of units per structure in the R2 zone under a suspension of the rules requiring three complete and separate readings, request that it be read by title and published by summary.

- Moved by: Councilor Radford
- Second: Councilor Larsen
- Vote: Aye: Dingman, Francis, Freeman, Larsen, Radford. Nay: none
- Motion carries.

ORDINANCE TITLE READ: AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO; AMENDING TITLE 11 COMPREHENSIVE ZONING CODE, SECTION 11-2-6 (O) DWELLING MULTI-UNIT, TO REMOVE THE LIMITATION OF NO MORE THAN FOUR DWELLING UNITS WITHIN A SINGLE STRUCTURE IN THE R2 ZONE; AND PROVIDING SEVERABILITY, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE.

8. **25-323** Amendment to Title 11, Comprehensive Zoning Ordinance, Sections 11-3-4 Dimensional Standards for Residential Zones; 11-7-1 Definitions of Title 11.

Motion: To approve the Ordinance amending reductions of front residential setbacks when a public or private alley is present under a suspension of the rules requiring three complete and separate readings, request that it be read by title and published by summary.

- Moved by: Councilor Radford
- Second: Councilor Larsen
- Vote: Aye: Dingman, Francis, Freeman, Larsen, Radford. Nay: none
- Motion carries.

ORDINANCE TITLE READ: AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO; AMENDING TITLE 11 COMPREHENSIVE ZONING CODE, SECTION 11-3-4 DIMENSIONAL STANDARDS FOR RESIDENTIAL ZONES AND SECTION 11-7-1 DEFINITIONS, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE.

7. Announcements

- Carrie Scheid sent thanks for the earlier presentation.
- Rodeo Events
  - Fri: Tough Enough to Wear Pink Night – breast cancer awareness.
  - Sat: Tribute to Veterans Night.
- Community & Chamber Events
  - Tue, Aug 5: Chamber of Commerce luncheon with Congressman Simpson – tickets required.
  - Tue, Aug 12: Chamber luncheon with the Lieutenant Governor – open to public with ticket purchase.

- Police Department – National Night Out
  - Likely at Freeman Park, 5 p.m. – features food, police equipment displays, and child fingerprinting.
- Fundraiser
  - Fri, Aug 8: Idaho Health Care Institute Hoedown fundraiser.
- City Meetings
  - Mon, Aug 11: Work session.
  - Thu, Aug 14: City Council Meeting when the budget hearing will be held.

There being no further business, the meeting adjourned at 9:46 PM.

Emily Geisler, City Clerk

Rebecca L. Noah Casper, Mayor

Memorandum

File #: 25-393 **City Council Meeting**

FROM: Pam Alexander, Municipal Services Director
DATE: Monday, September 29, 2025
DEPARTMENT: Municipal Services

Subject
Frontier Center Lobby Expansion Signage

Council Action Desired
☐ Ordinance ☐ Resolution ☐ Public Hearing
☒ Other Action (Approval, Authorization, Ratification, etc.)
Approve the Frontier Center Lobby Expansion signage contract to Graphics MFG for a not-to-exceed amount of $256,250 (or take other action deemed appropriate).

Description, Background Information & Purpose
This project will provide fabrication and installation of the lobby ceiling fixture, interior signs, and American with Disabilities Act (ADA) directional signage for the Frontier Center Lobby Expansion project. A Request for Qualifications, IF 25-005, was issued on June 3, 2025, and closed on June 30, 2025. Two proposals were received. The evaluation criteria consisted of 1) experience with similar signage projects; 2) qualification and expertise of assigned personnel; 3) demonstrated ability to meet project timelines; 4) quality of references and 5) past performance. An evaluation team consisting of AKM Architecture, Studioi, the Frontier Center Auditorium Manager, the Municipal Services Director and a member of the Civic Foundation reviewed the proposals and conducted interviews with both submitters.

Alignment with City & Department Planning Objectives



☐ ☐ ☐ ☐ ☒ ☐ ☐ ☐

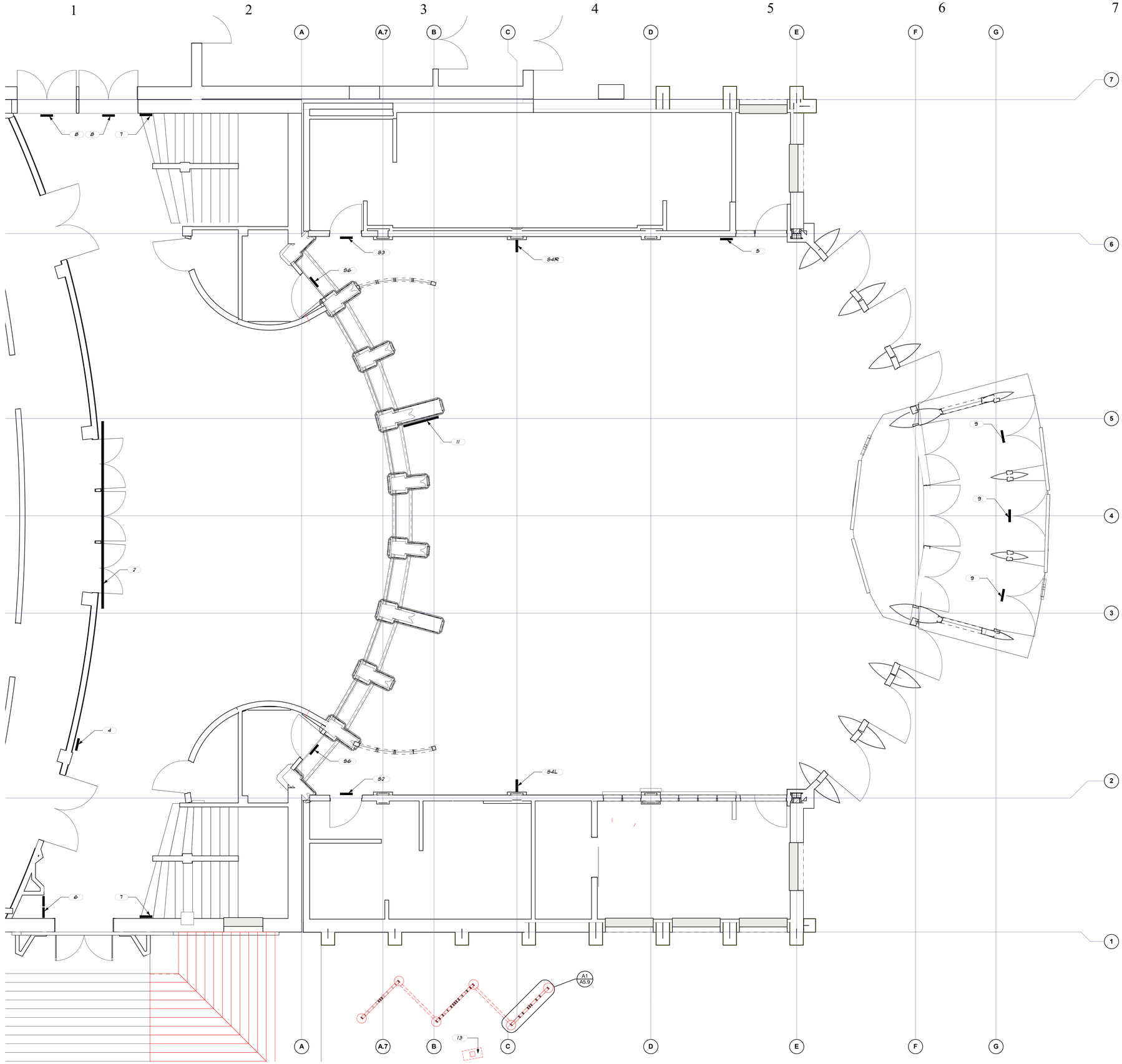
The lobby signage project supports the livable community-oriented result by providing affordable and accessible recreation activities for all ages, abilities and interests at the Frontier Center for the Performing Arts.

Interdepartmental Coordination
This project required coordination with the Municipal Services, Public Works, and Legal departments.

Fiscal Impact
The signage package is funded in part by American Rescue Plan Act (ARPA), American with Disabilities Act funding, and funds from the Civic Center for the Performing Arts Foundation, Inc., a 501(c)(3) organization for a total of $300,000.

Legal Review

The Legal Department has reviewed the proposal and contract award process and concurs that the action is compliant with Idaho Code §54-1902 (4).



A1
SP.1 FIRST FLOOR SIGNAGE PLAN
SCALE: 1/4" = 1'-0"

SIGNAGE GENERAL NOTES

1. SIGNAGE CONTRACTOR SHALL MEET W/ ARCHITECT FOR A PRE-CONSTRUCTION MEETING AFTER EXECUTION OF CONTRACT FOR PROJECT COORDINATION, PROCESS, AS WELL AS REQUIRED GEN. CONTRACTOR COORDINATION ITEMS AND PROCESSES.
2. ALL WORK COMPLETED BY THE SIGNAGE CONTRACTOR MUST BE COORDINATED WITH THE GENERAL CONTRACTOR, GENERAL CONTRACTOR'S SCHEDULE, EVENT SCHEDULES, AND ALL ON SITE CONDITIONS.
3. SIGNAGE CONTRACTOR TO COORD. W/ ARCHITECT FOR CAD/MODEL FILES REQUIRED FOR CNC/LASER CUT OUTS OF ALUM. PLATES AND PLYWOOD SHEETS.
4. SIGNAGE CONTRACTOR IS RESPONSIBLE FOR ALL SIGNAGE, BRACKETS, MOUNTING, EQUIPMENT, TOOLS, ETC. REQUIRED FOR THE COMPLETE INSTALLATION OF ALL ITEMS NCLUDED IN THIS PACKAGE.
5. PROVIDE SAMPLES/SHOP DRAWINGS OF THE FOLLOWING FOR ARCHITECT APPROVAL:
   - CEILING FIXTURE - ACRYLIC TUBE W/ COLOR FILM ATTACHED
   - CEILING FIXTURE - CONSTRUCTED ALUM. TUBE SUPPORT CHANNEL - MIN. 1' LONG
   - CEILING FIXTURE - CONSTRUCTED ALUM. LIGHT CHANNEL - MIN. 1' LONG
   - ALL WALL AND DOOR MOUNTED SIGNAGE
6. ALL ACRYLIC TUBES SHALL BE STRAIGHT, WITHOUT ANY BEND OR CURVATURE TO THEM. ANY CURVED TUBES WILL BE REJECTED AND MUST BE REPLACED.
7. SIGNAGE CONTRACTOR SHALL BE RESPONSIBLE FOR DETERMINING THE FINAL LENGTH OF CEILING FIXTURE PIECES TO BE INSTALLED. HOWEVER, THE LENGTH OF PIECES SHALL NOT EXCEED 8' AND MUST BE MANAGEABLE BY NO MORE THAN 2 INDIVIDUALS. ALL PIECES MUST FIT TOGETHER IN A SMOOTH CONTINUOUS LOOKING CURVE. ALL SEAMS/JOINTS SHALL BE SMOOTH & FLUSH WITH ADJACENT PIECES AND WITH NO GAPS, PROTRUDING OR UNEVEN EDGES OR SURFACE.
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ID SIGNAGE KEYNOTES

1. INSTALL FRONTIER SIGNAGE PROVIDED BY OTHERS. (2) WALL MOUNTED EXTERIOR SIGNS, (2) ENTRY SIGNS - SEE LOCATIONS NOTED
2. REMOVE MAECK LETTER SIGNAGE AND REINSTALL AFTER NEW PLASTER IS INSTALLED
3. REMOVE EXISTING LOBBY SIGNAGE - BASEMENT, MAIN AND MEZZ FLOOR. ORIGINAL ILLUMINATED SIGNAGE TO REMAIN. VERIFY W/ ARCHITECT PRIOR TO REMOVAL
4. NEW THEATER SEATING OCCUPANCY SIGN - SIGN TO BE BLACK LETTERING OVER BRUSHED SS LOCK W/ SPACER BEHIND
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6. "ADDITIONAL BATHROOMS LOCATED ABOVE AND BELOW" SIGNAGE - SIGN TO BE BLACK LETTERING OVER BRUSHED SS LOCK W/ SPACER BEHIND
7. "EMERGENCY EGRESS ONLY. ALARM WILL SOUND WHEN ACTIVATED". VINYL LETTERING ONLY ON TOP OF DOOR
8. "DOORS TO REMAIN UNLOCKED DURING BUSINESS HOURS" VINYL SIGNAGE ON INTERIOR FACE OF DOOR
9. SS LOOK METAL STAND STUDMOUNTED AND SPACED - SEE GRAPHIC
10. DONOR 18"X24" FROSTED ACRYLIC PANEL ORIENTED VERTICALLY W/ VINYL CUTOUT LETTERS. 1" SS STAND-OFF MOUNTING HARDWARE
11. "CHC FOUNDATION" SIGN - SS STUD MOUNTED LETTERS SPACED TO MATCH MAECK FOUNDATION LETTERS)
12. 12'X18' EXT. TRIBUTE SIGN W/ MOUNTING POST ANCHOR BOLTED INTO CONC. SONOTUBE FOOTING. - ALUM. PHOTO RELIEF SIGN - VERBIAGE AND PHOTO BY ARCHITECT
13.

S1 "UPPER MEZZ" ROUND DOOR SIGN - SS LOCK W/ BLACK VINYL LETTERS - SEE GRAPHIC
S2 "MEN VINYL CUTOUT DOOR SIGN - BLACK VINYL FIGURE - SEE GRAPHIC
S3 LADIES VINYL CUTOUT DOOR SIGN - BLACK VINYL FIGURE - SEE GRAPHIC
S4 SS CUT OUT FLAG SIGN W/ BENT BLACK PLATE - SURFACE MOUNTED (1 LEFT, 1 RIGHT) - SEE GRAPHIC
S5 "MEZZ LEVEL" ROUND DOOR SIGN - SS LOCK W/ BLACK VINYL LETTERS - SEE GRAPHIC
S6 FAMILY VINYL CUTOUT DOOR SIGN - BLACK VINYL - SEE GRAPHIC
S7 "MEN ROUND DOOR SIGN - SS LOCK W/ BLACK VINYL LETTERS - SEE GRAPHIC
S8 LADIES ROUND DOOR SIGN - SS LOCK W/ BLACK VINYL LETTERS - SEE GRAPHIC

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ROXANE L. MITTO
11-5-2024
State of Idaho

LICENSED ARCHITECT
AR-985076
Richard D. Dodge
STATE OF IDAHO

City of Idaho Falls

Frontier Center Lobby Expansion

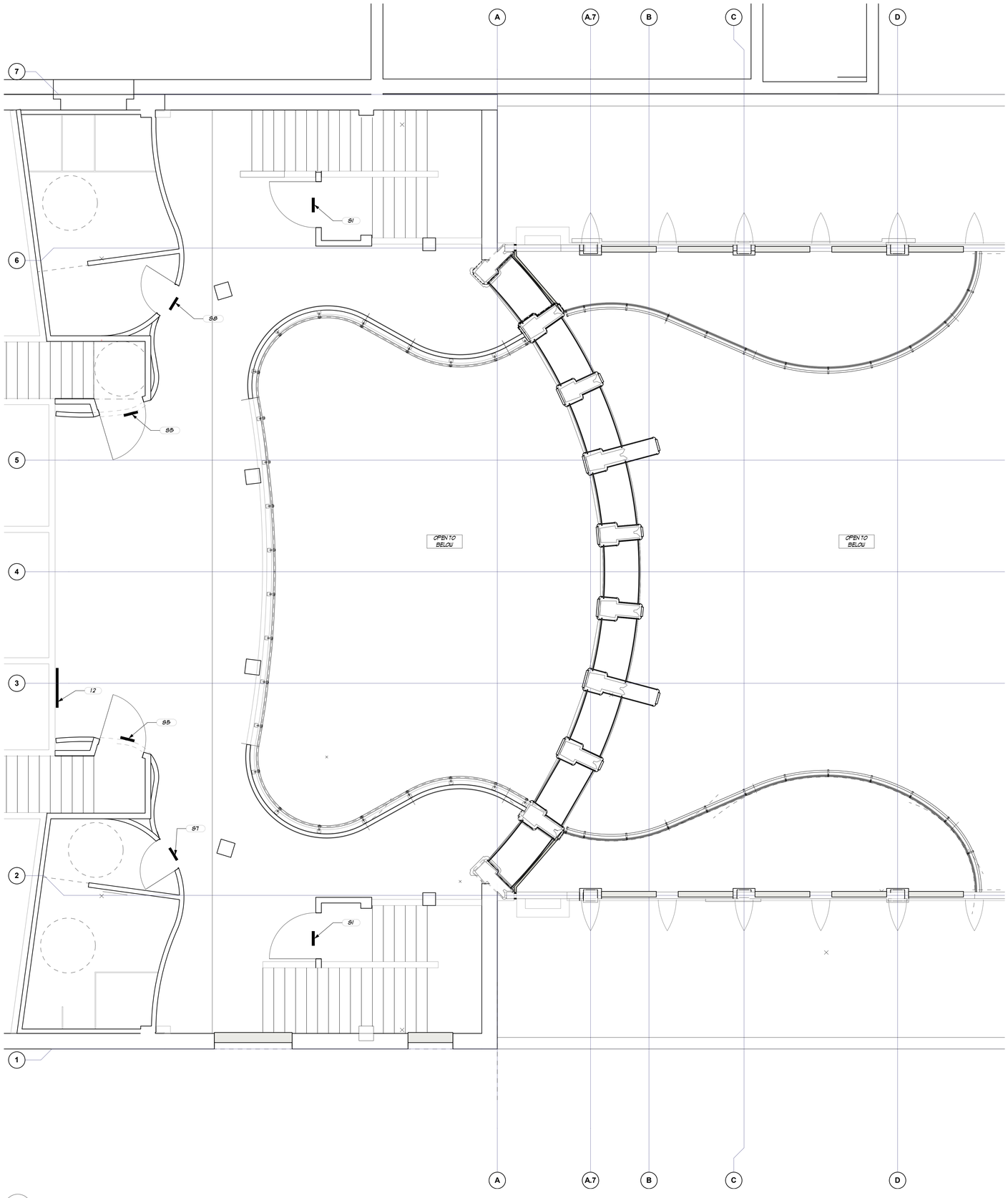
501 S. Holmes
Idaho Falls ID
83401

MARK	DATE	DESCRIPTION
	5.2.25	RFQ SET

PROJECT NO: si 19-005
MODEL FILE: si 19-005 - Civic CD Model - final.pln
DRAWN BY: rdd
COPYRIGHT:

SHEET TITLE
First Floor Signage Plan

SP.1



A1
SP.2
SECOND FLOOR SIGNAGE PLAN
SCALE: 1/4" = 1'-0"

SIGNAGE GENERAL NOTES

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Frontier Center Lobby Expansion

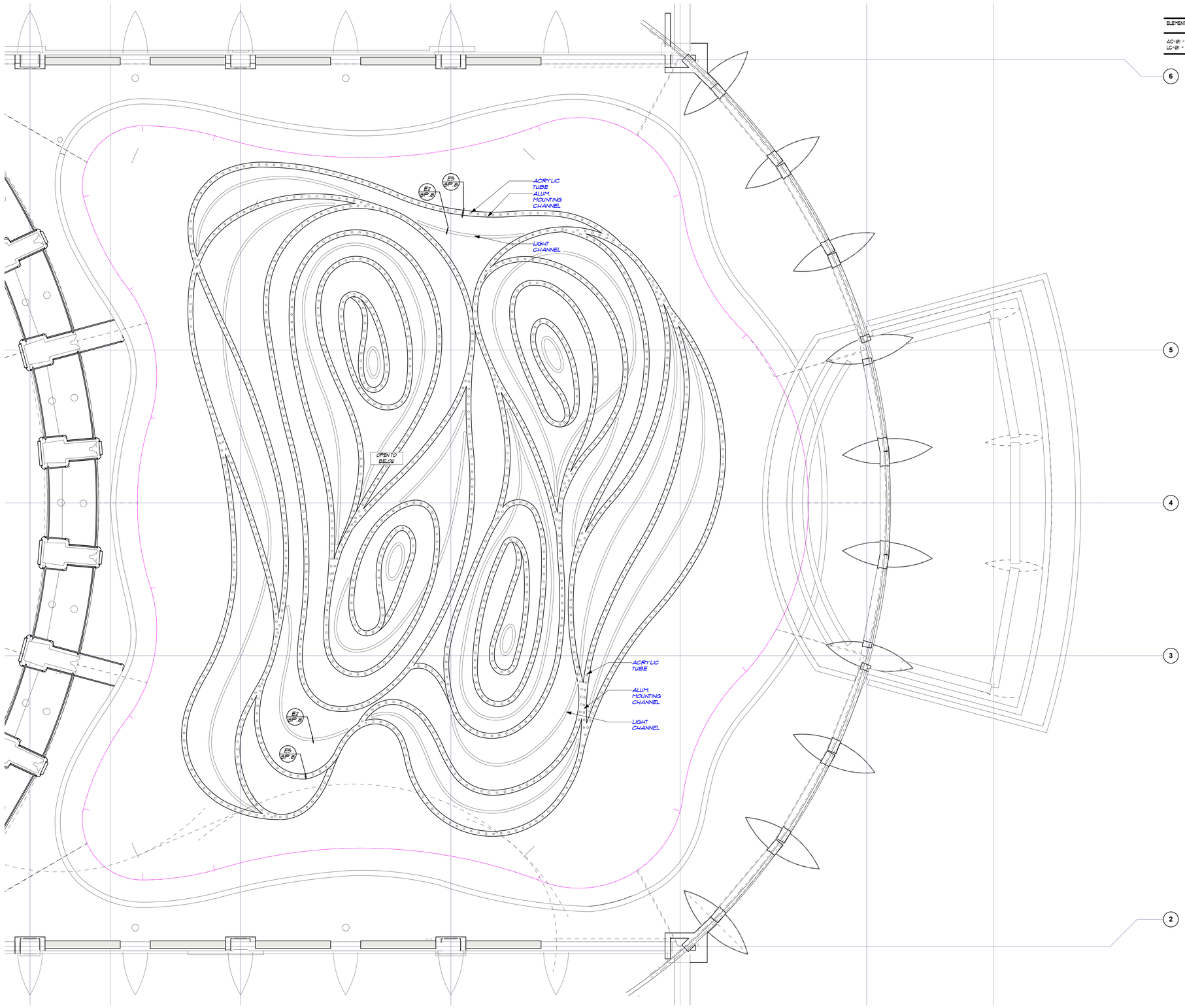
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MARK	DATE	DESCRIPTION
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PROJECT NO: si 19-005
MODEL FILE: si 19-005 - Civic CD Model - final.pln
DRAWN BY: rdd
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SHEET TITLE
Second Floor Signage Plan

SP.2



A1 / SP.3 CEILING FIXTURE RCP

SCALE: 3/8" = 1'-0"

ALUM. AND WOOD INFO.

ELEMENT ID	MATERIAL	LENGTH IN INCHES	LENGTH IN FT.	1/4" ALUM. PL - SF	1/8" SIDE PL - LF	1/8" SIDE PL - SF
AC-01 - TUBE CHANNEL	ALUM. & WOOD	5218.38	368.25	255.83	1536.50	256.99
LC-01 - LIGHT CHANNEL	ALUM. & WOOD	4230.68	352.56		985.11	111.75

ACRYLIC TUBE INFO

QTY	MAT.	LENGTH IN INCHES	TOTAL INCHES	TOTAL FEET	TOTAL LIT - LBS
1	ACRYLIC	18	18	1.5	0.42
2	ACRYLIC	18.5	37	3.1	0.86
2	ACRYLIC	19	38	3.2	0.88
3	ACRYLIC	19.5	58.5	4.9	1.36
6	ACRYLIC	20	120	10.0	2.75
5	ACRYLIC	20.5	102.5	8.5	2.38
4	ACRYLIC	21	84	7.0	1.95
4	ACRYLIC	21.5	86	7.2	2.00
5	ACRYLIC	22	110	9.2	2.56
6	ACRYLIC	22.5	135	11.3	3.14
6	ACRYLIC	23	138	11.5	3.21
6	ACRYLIC	23.5	141	11.8	3.28
6	ACRYLIC	24	144	12.0	3.35
6	ACRYLIC	24.5	147	12.3	3.42
6	ACRYLIC	25	150	12.5	3.49
6	ACRYLIC	25.5	153	12.8	3.56
6	ACRYLIC	26	156	13.0	3.63
6	ACRYLIC	26.5	159	13.3	3.70
12	ACRYLIC	27	324	27.0	7.53
14	ACRYLIC	27.5	385	32.1	8.95
15	ACRYLIC	28	420	35.0	9.77
21	ACRYLIC	28.5	598.5	49.9	13.92
23	ACRYLIC	29	667	55.6	15.51
23	ACRYLIC	29.5	678.5	56.5	15.78
24	ACRYLIC	30	720	60.0	16.74
26	ACRYLIC	30.5	793	66.1	18.44
26	ACRYLIC	31	806	67.2	18.74
24	ACRYLIC	31.5	756	63.0	17.58
24	ACRYLIC	32	768	64.0	17.86
21	ACRYLIC	32.5	682.5	56.9	15.87
21	ACRYLIC	33	693	57.8	16.11
23	ACRYLIC	33.5	770.5	64.2	17.9
22	ACRYLIC	34	748	62.3	17.39
22	ACRYLIC	34.5	759	63.3	17.65
24	ACRYLIC	35	840	70.0	19.53
20	ACRYLIC	35.5	710	59.2	16.51
22	ACRYLIC	36	792	66.0	18.41
22	ACRYLIC	36.5	803	66.9	18.67
20	ACRYLIC	37	740	61.7	17.21
23	ACRYLIC	37.5	862.5	71.9	20.05
20	ACRYLIC	38	760	63.3	17.67
20	ACRYLIC	38.5	770	64.2	17.90
18	ACRYLIC	39	702	58.5	16.32
17	ACRYLIC	39.5	671.5	56.0	15.61
16	ACRYLIC	40	640	53.3	14.88
14	ACRYLIC	40.5	567	47.3	13.18
14	ACRYLIC	41	574	47.8	13.35
14	ACRYLIC	41.5	581	48.4	13.51
14	ACRYLIC	42	588	49.0	13.67
15	ACRYLIC	42.5	637.5	53.1	14.82
19	ACRYLIC	43	817	68.1	19.00
19	ACRYLIC	43.5	826.5	68.9	19.22
20	ACRYLIC	44	880	73.3	20.46
23	ACRYLIC	44.5	1023.5	85.3	23.80
24	ACRYLIC	45	1080	90.0	25.11
26	ACRYLIC	45.5	1183	98.6	27.50
25	ACRYLIC	46	1150	95.8	26.74
26	ACRYLIC	46.5	1209	100.8	28.11
22	ACRYLIC	47	1034	86.2	24.04
20	ACRYLIC	47.5	950	79.2	22.09
21	ACRYLIC	48	1008	84.0	23.44
21	ACRYLIC	48.5	1018.5	84.9	23.68
19	ACRYLIC	49	931	77.6	21.65
19	ACRYLIC	49.5	940.5	78.4	21.87
17	ACRYLIC	50	850	70.8	19.76
17	ACRYLIC	50.5	858.5	71.5	19.96
15	ACRYLIC	51	765	63.8	17.79
15	ACRYLIC	51.5	772.5	64.4	17.96
12	ACRYLIC	52	624	52.0	14.51
12	ACRYLIC	52.5	630	52.5	14.65
12	ACRYLIC	53	636	53.0	14.78
10	ACRYLIC	53.5	535	44.6	12.44
12	ACRYLIC	54	648	54.0	15.07
11	ACRYLIC	54.5	599.5	50.0	13.94
12	ACRYLIC	55	660	55.0	15.35
11	ACRYLIC	55.5	610.5	50.9	14.19
11	ACRYLIC	56	616	51.3	14.32
12	ACRYLIC	56.5	678	56.5	15.76
11	ACRYLIC	57	627	52.3	14.58
10	ACRYLIC	57.5	575	47.9	13.37
10	ACRYLIC	58	580	48.3	13.48
10	ACRYLIC	58.5	585	48.8	13.60
10	ACRYLIC	59	590	49.2	13.72
10	ACRYLIC	59.5	595	49.6	13.83
10	ACRYLIC	60	600	50.0	13.95
10	ACRYLIC	60.5	605	50.4	14.07
8	ACRYLIC	61	488	40.7	11.35
4	ACRYLIC	61.5	246	20.5	5.72
4	ACRYLIC	62	248	20.7	5.77
4	ACRYLIC	62.5	250	20.8	5.81
4	ACRYLIC	63	252	21.0	5.86
4	ACRYLIC	63.5	254	21.2	5.91
4	ACRYLIC	64	256	21.3	5.95
4	ACRYLIC	64.5	258	21.5	6.00
4	ACRYLIC	65	260	21.7	6.05
4	ACRYLIC	65.5	262	21.8	6.09
4	ACRYLIC	66	264	22.0	6.14
4	ACRYLIC	66.5	266	22.2	6.18
4	ACRYLIC	67	268	22.3	6.23
4	ACRYLIC	67.5	270	22.5	6.28
4	ACRYLIC	68	272	22.7	6.32
4	ACRYLIC	68.5	274	22.8	6.37
4	ACRYLIC	69	276	23.0	6.42
4	ACRYLIC	69.5	278	23.2	6.46
4	ACRYLIC	70	280	23.3	6.51
4	ACRYLIC	70.5	282	23.5	6.56
4	ACRYLIC	71	284	23.7	6.60
4	ACRYLIC	71.5	286	23.8	6.65
4	ACRYLIC	72	288	24.0	6.70
4	ACRYLIC	72.5	290	24.2	6.74
4	ACRYLIC	73	292	24.3	6.79
4	ACRYLIC	73.5	294	24.5	6.84
4	ACRYLIC	74	296	24.7	6.88
4	ACRYLIC	74.5	298	24.8	6.93
5	ACRYLIC	75	375	31.3	8.72
5	ACRYLIC	75.5	377.5	31.5	8.78
5	ACRYLIC	76	380	31.7	8.84
5	ACRYLIC	76.5	382.5	31.9	8.89
8	ACRYLIC	77	616	51.3	14.32
8	ACRYLIC	77.5	620	51.7	14.42
8	ACRYLIC	78	624	52.0	14.51
8	ACRYLIC	78.5	628	52.3	14.60
8	ACRYLIC	79	632	52.7	14.69
8	ACRYLIC	79.5	636	53.0	14.78
8	ACRYLIC	80	640	53.3	14.88
8	ACRYLIC	80.5	644	53.7	14.97
8	ACRYLIC	81	648	54.0	15.07
8	ACRYLIC	81.5	652	54.3	15.16
8	ACRYLIC	82	656	54.7	15.25
8	ACRYLIC	82.5	660	55.0	15.35
8	ACRYLIC	83	664	55.3	15.44
8	ACRYLIC	83.5	668	55.7	15.53
5	ACRYLIC	84	420	35.0	9.77
1537			108030.5	9501.5	1648.81

AKM ARCHITECTURE, P.A.
379 A Street Idaho Falls, ID 83402
& studio architecture + construction

CONSULTANTS

Licensed Architect No.AR1692
ROXANE L. MITRO
11-5-2025
State of Idaho

LICENSED ARCHITECT
AR-985076
Richard D. Dodge
STATE OF IDAHO

City of Idaho Falls

Frontier Center Lobby Expansion

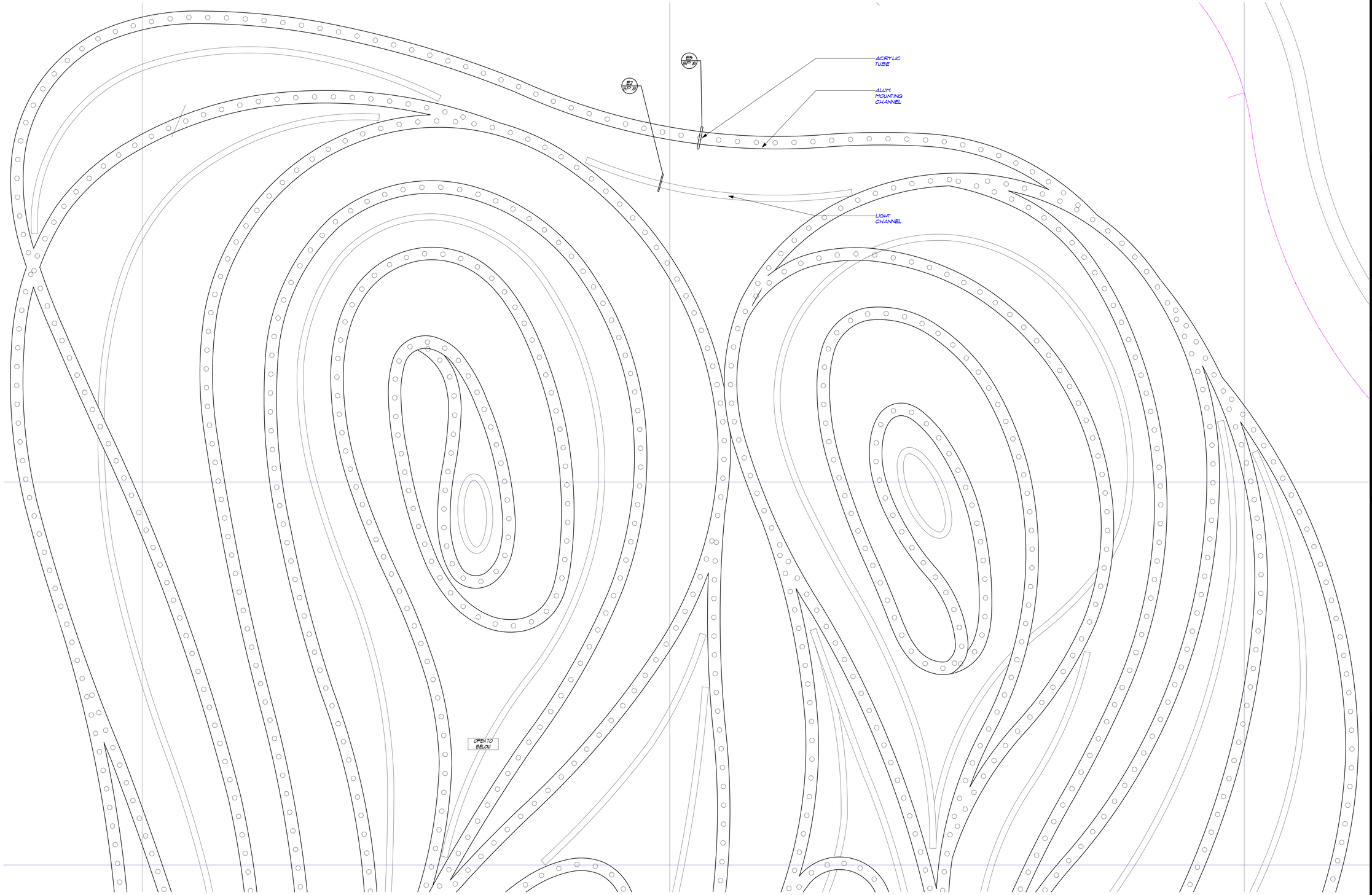
501 S. Holmes
Idaho Falls ID
83401

MARK	DATE	DESCRIPTION
	5.2.25	RFQ SET

PROJECT NO: si 19-005
MODEL FILE: si 19-005 - Civic CD Model - final.pln
DRAWN BY: rdd
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SHEET TITLE
CEILING FIXTURE - RCP

SP.3



B1 SP.4 CEILING FIXTURE - CHANNELS - SOUTH
SCALE: 1" = 1'-0"

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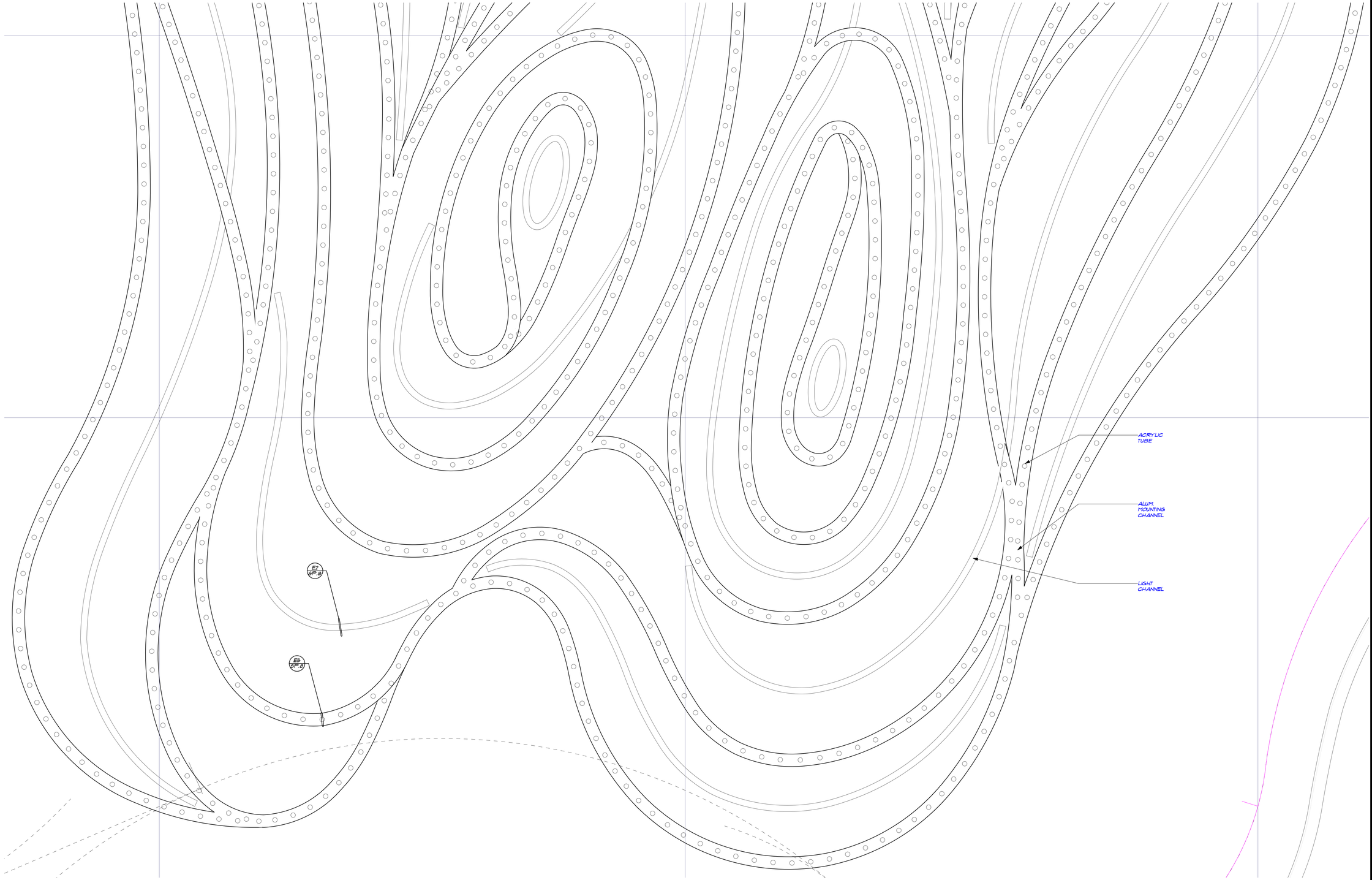
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	5.2.25	RFQ SET

PROJECT NO: si 19-005
MODEL FILE: si 19-005 - Civic CD Model - final.pln
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SHEET TITLE

CEILING FIXTURE - CHANNEL LAYOUT

SP.4



A1 SP.5 CEILING FIXTURE - CHANNELS - NORTH
SCALE: 1" = 1'-0"

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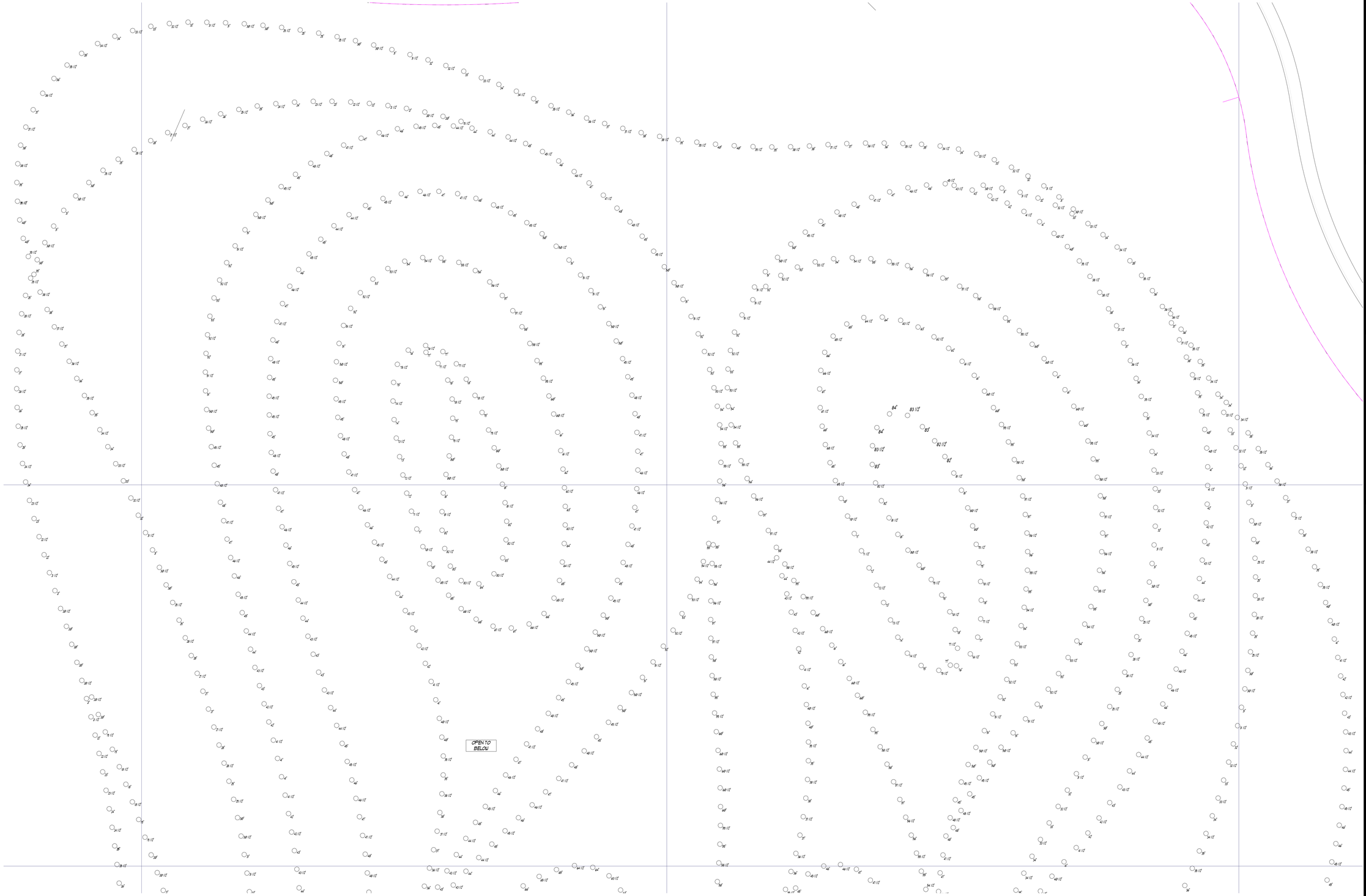
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PROJECT NO: si 19-005
MODEL FILE: si 19-005 - Civic CD Model - final.pln
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SHEET TITLE

CEILING FIXTURE - CHANNEL LAYOUT

SP.5



B1 SP.6 CEILING FIXTURE - TUBES - SOUTH
SCALE: 1" = 1'-0"

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MODEL FILE: si 19-005 - Civic CD Model - final.pln
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SHEET TITLE
CEILING FIXTURE - TUBE LAYOUT

SP.6

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A1 SP.7 CEILING FIXTURE - TUBES - NOUTH
SCALE: 1" = 1'-0"

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	5.2.25	RFQ SET

PROJECT NO: si 19-005
MODEL FILE:
si 19-005 - Civic CD Model - final.pln
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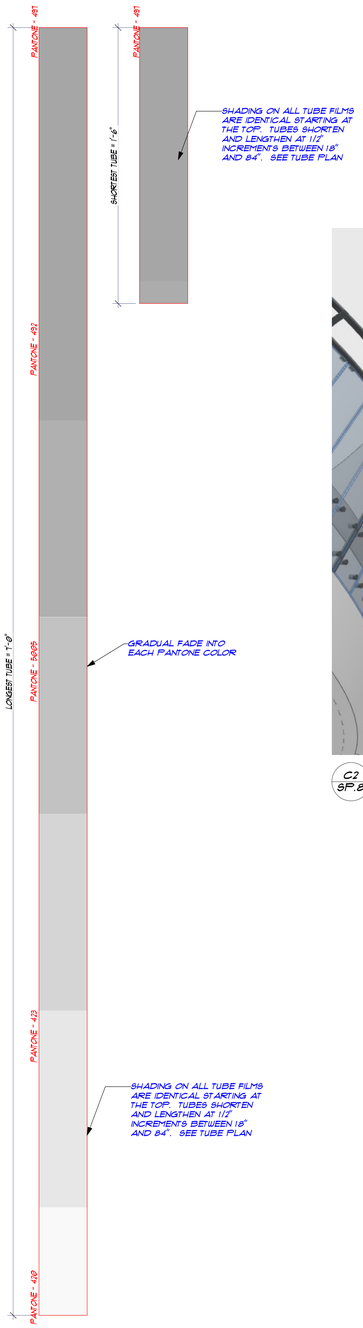
SHEET TITLE

CEILING FIXTURE - TUBE LAYOUT

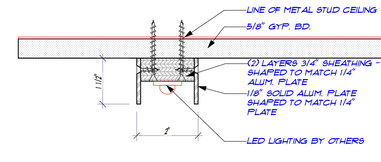
SP.7



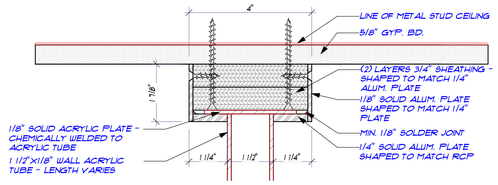
F1 SP.8 SIGNAGE TYPE ELEV.
SCALE: 3" = 1'-0"



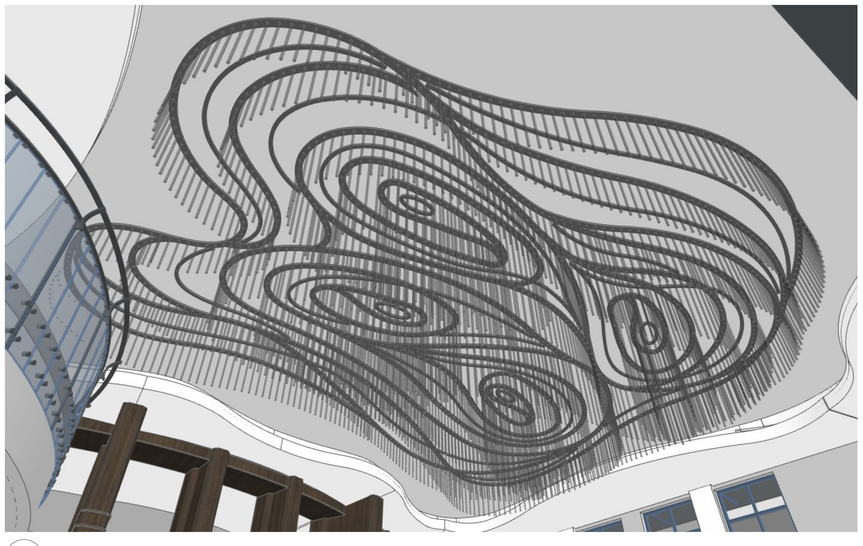
A1 SP.8 ACRYLIC TUBE VINYL WRAP COLOR GRADIANT
SCALE: 3" = 1'-0"



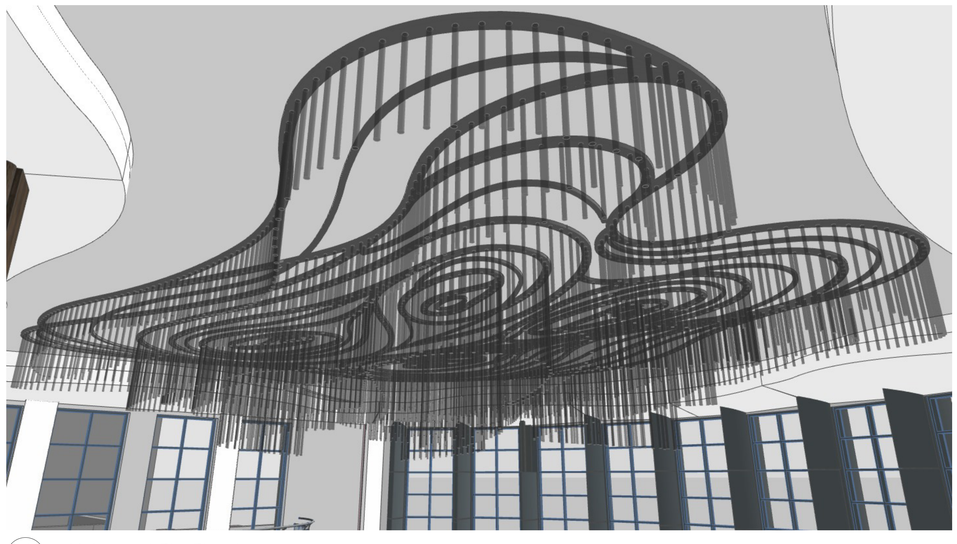
E2 SP.8 LIGHT CHANNEL SECTION
SCALE: 6" = 1'-0"



E5 SP.8 ACRYLIC TUBE CHANNEL SECTION
SCALE: 6" = 1'-0"



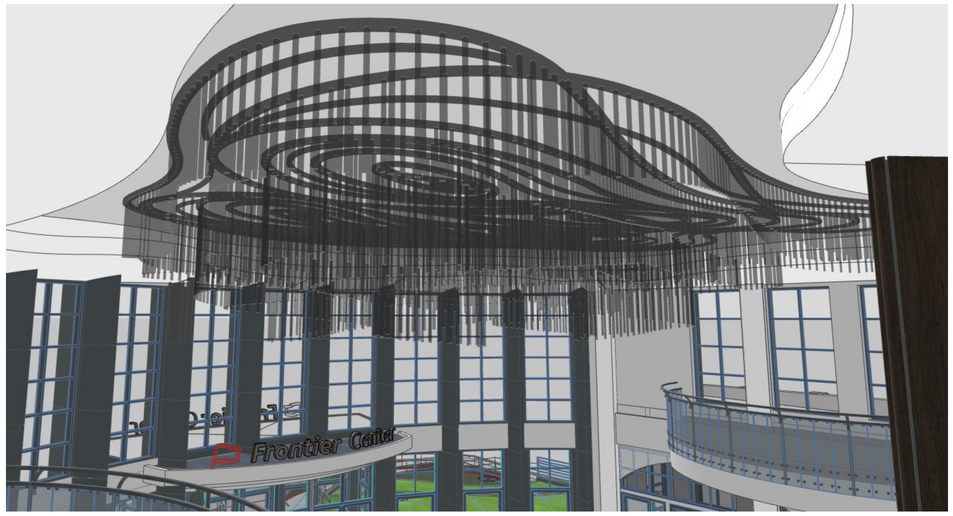
C2 SP.8 CEILING FIXTURE PERSPECTIVE



C5 SP.8 CEILING FIXTURE PERSPECTIVE



A2 SP.8 CEILING FIXTURE PERSPECTIVE



A5 SP.8 CEILING FIXTURE PERSPECTIVE

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SHEET TITLE
DETAILS

SP.8



Vendor Firm Information

Graphics MFG is a full-service signage solution with an emphasis on project management and in-house manufacturing. This gives us the ability to better manage aspects of the job like quality control, lead times and job scheduling. The company was started in 2011 and gained experience to become the meticulously groomed service provider it is now, with all the necessary skills to take on a project such as this one. Graphics MFG is located at the Southern California Logistics Airport at 13109 Aerospace Dr, Victorville, CA 92394.

Contact Information

- Primary Contact: Adam Campos, Owner
- Mailing Address: 13109 Aerospace Drive, Victorville, CA 92394
- Phone Number: 760.261.4358
- Email Address: adam@graphicsmfg.com

Firm Capability, Qualifications & Assigned Personnel

Our company has been in the business for over 10 years, with experience in the sign industry for over 20 years.

We are a firm with deep core values that have resulted in a proven track record and long-term client relationships. Completion of the objective at hand is the key focus while maintaining a clear line of communication with the City of Idaho Falls point of contact. We have an in-house team fluent in CAD drafting and Graphic Design that can produce detailed plans for review prior to production and installation thus significantly reducing the possibility of costly mistakes and projection of blame. The key point of contact will be Adam Campos, Senior Project Manager at Graphics MFG, who will be available 24 hours a day / 7 days a week.

Our facility is equipped with state-of-the-art machinery, equipment and staff utilizing cutting-edge techniques resulting in high quality products. The tedious preparation and daily staff meetings ensure that everyone involved in the project is on the same page in the production, delivery and installation processes. Accuracy and communication through the duration of the project is super important to the success of the process.

All proposed products are manufactured in-house at our state-of-the-art facility. We are a licensed & bonded C-45 contractor, license number #1022575. Additionally, we are a UL Listed Manufacturer of electrical signage, UL File # E498898.

Key Personnel are as follows:

- Adam Campos will serve as the Senior Project Manager. He is a college graduate who has been directly involved in all aspects of all types of signage and manufacturing for approximately 23 years. Seeing the development of the industry firsthand while simultaneously working on his personal development and skill set to have an in-depth understanding of the rapidly evolving technology and staying ahead of competition. This is a key bullet point because it is important to understand how this knowledge and experience gained through years of boots on the groundwork is applied to the job to ensure the optimal results.

- Jeremiah Rust will serve as Superintendent. He has over 12 years of experience in the sign industry, primarily with building, assembling and installation of signage.

References & Past Performance

Graphics MFG worked with a design agency, JPW Communications in 2023 on their "Water is Life" exhibit project for the Western Municipal Water District, lobby. This project ended up in an article for Coastal Enterprises, which is a manufacturer of Precision Board. Below is the article that shows how Graphics MFG worked with the design firm, engineers and Western Municipal Water District to bring a vision to life, seamlessly.

"*The design agency had a concept, but their idea of using MDF was shot down by the building engineer. The proposed installation location wasn't a load-bearing wall, and it wouldn't be able to handle the weight of MDF. The project was nearly scrapped, but then Adam suggested Precision Board HDU, since it is only about a third as heavy as MDF.*

With a new plan in place, Adam got to work designing the wall. They would use four sheets of 5'x10' 1" 25lb Precision Board (PBLT-25) to make the final 20' x 9' piece. He drew the texture in Rhino 3D software to map out where the panels would need to be cut so there wouldn't be any noticeable breaks or inconsistencies in the texture. Once this process was completed, the 3D files were ready to be imported into Vectrics Aspire and the CNC tool pathing began. Graphics MFG spent 1 1/2 days CNC-routing the HDU with a 3/4" Amana bull mill from Tools of Today #46387, running at a speed of 800 IPM with a plunge of 400 IPM. The rapid Z gaps were set to 1/8" to achieve lower run times per sheet, which was followed by a 3-stage sanding process to remove the tooling marks. The next step was priming with multiple layers of Kilz primer to seal the surface and prepare for paint. They finished it off with a coat of Sherwin Williams acrylic paint in a satin finish.

Due to the intended final location of the wall in a corporate setting, Graphics MFG thought it best to complete the entire project at their facility as a "plug and play" piece. The routed Precision Board was attached to a 1"x1" welded aluminum structure that was fabricated in house. Strategically placed 3/4" plywood panels were then attached to the back of the HDU so that barrel stand-offs for the acrylic artwork frames, as well as the studs on the back of the wall, could be securely fastened into place.

After strengthening the intended installation location at WMWD, Graphics MFG delivered the textured wall and dropped it in with a boom crane and began the installation process.

Each element on the wall was manufactured and installed by Graphics MFG, including the lettering and acrylic displays for the artwork, which can be changed out. The total project took about six to seven weeks to complete, and everyone was very happy with the results."- Coastal Enterprises

https://precisionboard.com/2023/01/27/textured-wall-for-corporate-display-using-precision-board-hdu/

References:

Stephen Belauskas, Marketing for Palm Springs Int. Airport. Phone Number 760.318.3834 and Email Address Stephen.belauskas@palmspringsca.gov. Project Cost $329,250.00

Scott Webb, City Planner for the City of Victorville. Phone Number 760.955.5000 and Email Address swebb@victorvilleca.gov. Project Cost $78,000.00

Karen Mattingly, Facilities Project Manager of IEHP. Phone Number 909.367.1410 and Email Address karen.mattingly@iehp.org. Project Cost $134,000.00

Mark Schoonover, Procurement for the City of Dallas. Phone Number 214.243.2132 and Email Address mark.schoonover@dallas.gov. Project Cost $365,775.00 (3 year master agreement)

Understanding of the Project and Project Approach

1. In-House Expertise & Technical Advantages

Graphics MFG leverages **cross-disciplinary mastery** and **cutting-edge technology** to guarantee precision, efficiency, and flawless execution:

- **Advanced 3D Modeling:**
    - **Rhino 3D CAD Specialists** on staff ensure 3-digit decimal accuracy, clash detection, and seamless file-to-fabrication workflows.
    - **Real-time collaboration** with your team via cloud-based model sharing.
- **Aluminum Fabrication:**
    - **Waterjet Cutting:** Zero heat distortion, warping, or material stress (±0.001” tolerance).
    - **Precision Spot Welding:** Returns/edges fused for structural integrity.
- **CNC Woodworking:**
    - **Custom-routered internal sheeting** for perfect fitment (3-axis CNC with vacuum hold-downs).
- **Acrylic Tubing Fabrication:**
    - **Industrial Bandsaw w/Sled System:** Slow-cut technique prevents micro-cracks in 1/8" walls.
    - **Exterior-Grade Latex Printing:** Color films digitally printed for UV resistance and vibrancy.

---

2. End-to-End In-House Control

By our expert staff and industry leading approaches.

Process	**Technology/Equipment**	**Quality Assurance**
Design & Engineering	Rhino 3D, AutoCAD	3D prototype sign-off before cutting
Aluminum processing	OMAX Waterjet, Mig Welder	Laser-guided alignment checks
Wood & Acrylic Machining	CNC Router, Sled Bandsaw	Post-cut deburring/inspection
Finishing & Assembly	Climate-controlled clean room	Final dimensional verification

3. Critical Path for Flawless Execution

Phase 1: Pre-Production

- Rhino 3D modeling → Client approval → Nesting files for waterjet/CNC.

Phase 2: Fabrication

- Concurrent workflows:
    - Waterjet aluminum cutting
    - CNC wood routing
    - Acrylic tubing bandsaw cutting

Phase 3: Assembly & Finishing

- Spot welding aluminum returns → Latex film application of tubbing→ Final assembly.

Phase 4: Quality Hold & Delivery

- Stress-testing + client walkthrough.

Phase 5: Delivery and installation

- Meeting with site GC for scheduling and job execution
- Procurement of necessary equipment

General Information.

- Graphics MFG is proud to report that it has never voided or been terminated from any other jobs or contracts.
- Graphics MFG has never been part of any litigation or default on any project.
- Graphics MFG is fully insured with Commercial Liability, Business Auto and Workers Compensation. We are also licensed and bonded with the CSLB.
- Graphics MFG is about Single-Source Accountability, no third-party delays.
- Graphics MFG is in line with the City of Idaho Falls installation time frame, which is between 12/25-2/26.

Conclusion

We look forward to working with the City of Idaho Falls for this project. If you have questions on this proposal, feel free to contact Adam Campos at your convenience by email at adam@graphicsmfg.com or by phone at 760.261.4358. Please feel free to also visit our website at www.GraphicsMFG.com .

Thank you for your consideration,



Adam Campos
Owner of Graphics MFG

RFQ
Frontier Center
Lobby Signage

IFSIGNS

1255 E 17th St. IDAHO FALLS

COMPANY PROFILE

IF Signs is a full service sign company established in 2013.
We specialize in Interior and exterior building signage,
vehicle wraps, banners, tradeshow materials,
as well as custom specialized signs.
IF Signs draws on decades of experience,
state of the art equipment and strategic partners
to create the very best products for our customers.

- State of Idaho Sign Contractor
- Avery Wrap Certified
- Idaho Falls Chamber Member
- 2 Large format Flatbed UV Printers
- 2 Large format Latex Printers
- 2 Large Format Vinyl Plotters
- 1 4x8 CNC Router

IFSIGNS.COM

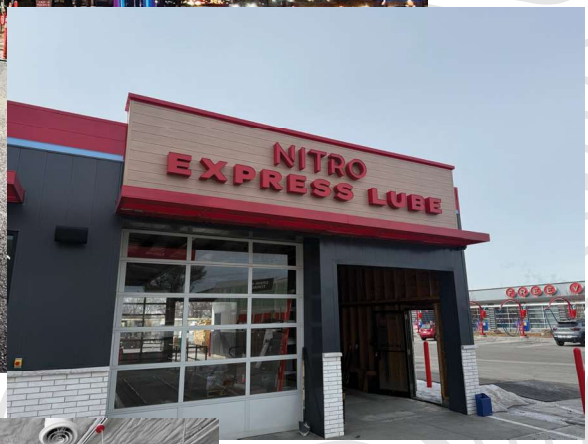
NITRO STATION REXBURG

IF Signs helped create an Identity and all interior/exterior signage for the new Nitro Station gas station in Rexburg. Signs included were new pole signs, exterior wall signs interior wall murals, dimensional lettering, interior illuminated signs and all other promotional and wayfinding signs.











iFSIGNS

CARPET DIRECT REXBURG

IF Signs helped create an Identity and all exterior signage and vehicle wraps for Carpet Direct in Rexburg. The exterior signage was a unique stup that included front and halo lit lettering. Worked extensively with the owner on the Brand identity of over 20 wraps.









iFSIGNS

AMERICANPUMP/CHERRY GLASS/ADVANTASERV

IF Signs designed and wrapped over 30 vehicles between 3 companies and counting.









IFSIGNS

CLIENT REFERENCES

Zachary Harman - Nitro Station
208-670-0344

Wade Hathaway - Carpet Direct
208-201-3007

Jared Taylor - AmericanPump/Advantaserv/Cherry Glass
208-681-9600

Nephi Gibson - Nephi's Electric
208-313-2883

Shane Fisher - Freedom Realty
208-403-1419

Brent Martin - B&K Landscape
208-529-9201

David Stratton - Owner

208-360-6888

2013-Present
Owner at IF Signs
Oversees All bidding, design, production, and install
In charge of all ordering of supplies and coordinating all subcontracting.

2007-2013
Owner of Sign A Rama Idaho Falls
Conducted All bidding, design, production, and install
In charge of all ordering of supplies and coordinating all subcontracting.

2004-2007
Production Manager Sign A Rama Idaho Falls
Conducted All bidding, design, production, and install
In charge of all ordering of supplies and coordinating all subcontracting.

Brandon Russell - Production

2014-Present
Production at IF Signs
Oversees All production and installs

Frontier Center Lobby Signage Approach

- Work closely with architect to insure proper materials and fabrication are used for project.
- IF Signs routers and printers will be used as well as fabrication from local vendors for tubes and ceiling brackets.
- Keep in close contact with client on scheduling and install equimpent needed
- Samples will be provided to insure proper fabrication is used.



GRAPHICS MFG

ROM FOR FRONTIER CENTER LOBBY SIGNAGE
IDAHO FALLS, IDAHO
IF# 25-005

Category	Estimated Cost Range	Notes
1. Set up and Design	$4,000– $4,500	Includes installation & fabrication details of tube track, LED track, Signage
2. Material Costs	$70,000.00 – $85,000.00	All aluminum, all plywood sheeting, all acrylic and all hardware
3. All CNC cutting of all materials	$20,000– $28,000	Cutting of all sheet materials
4. Printing of film for all acrylic tubing	$9,000 – $13,000	Adhesive material + Printing
5. Shop assembly	$26,000 – $35,000	Welding of tracks (TBD) for both LED channel and Tube channel, Cutting of various sized acrylic tubes and application of printed films
6. Delivery and Installation	$35,000 – $40,000	Covers all expenses associated with full completion of scope of work.
Total ROM Estimate	**$164,000– $205,000**	(+/- 25% accuracy)

-

IF Signs
1255 East 17th
Idaho Falls, ID, 83404- USA
Phone: (208)-524-4124 www.ifsigns.com

Quote Submitted To:

FRONTIE003
Pamela Alexander
Frontier Center for the Performing Arts
308 Constitution Way
Idhao Falls, ID 83402- USA

Phone: (208) 612-8249 Ext.
Fax:
Email

Job Name and Location

Frontier Center for the Performing Arts
308 Constitution Way
Idhao Falls, ID 83402- USA

Quotation Number	Quote Date	Payment Terms	Contact	Page
015540	7/30/2025	NET 30	DaveS	Page 1 of 1

Quantity	Description	Unit Price	Extended Price
1	Rough pricing for custom fabricated light chanel & acrylic tube chanel with custom routed wood surrports	$159,515.00	$159,515.00
1	Rough pricing on 1537 1/2" inch clear acrylic tubes, cut different lenghts with 1/8" clear acrylic square plate, glued on one end, wrapped with radiant vinyl	$92,000.00	$92,000.00
1	Rough pricing on tube chanel install	$40,000.00	$40,000.00

ACCEPTANCE OF PROPOSAL: The prices, specifications and Terms and Conditions described above are satisfactory and are hereby accepted. The Seller is authorized to do the work as specified. Payment will be made per standard Terms and Conditions or as described as an exception above. The undersigned, hereby unconditionally guarantee(s) performance and payment of all the obligations as set forth.

Taxable:	$0.00
NonTaxable:	$291,515.00
SalesTax:	$0.00
Freight:	$0.00
Misc	$0.00
Total:	$291,515.00

Thank You

For: Frontier Center for the Performing Arts

ACCEPTED BY: _____ DATE: _____
Rebecca L Noah Casper, Mayor

Memorandum

File #: 25-401 **City Council Meeting**

FROM: Chris H Fredericksen, Public Works Director
DATE: Thursday, October 2, 2025
DEPARTMENT: Public Works

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

Council Action Desired
☐ Ordinance ☐ Resolution ☐ Public Hearing
☒ Other Action (Approval, Authorization, Ratification, etc.)
Approve the Change Order for a net increase of $243,750 and authorize the Mayor to sign the necessary documents (or take other action deemed appropriate).

Description, Background Information & Purpose
Attached for consideration is a Change Order with Iron Horse Trucking for the sludge hauling contract with the Wastewater Division. The Change Order increases the contract amount of biosolids haul from 125,000 kgal-mi to 250,000 kgal-mi at the contract bid price of 1.95 per kgal-mi, for a net increase of $243,750.

Alignment with City & Department Planning Objectives



☐ ☐ ☐ ☐ ☐ ☐ ☒ ☐

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

Interdepartmental Coordination
N/A

Fiscal Impact
Sludge hauling is a standard line item included within the Wastewater Division's annual budget. The original contract for sludge hauling was for $243,750.00 and the anticipated cost of implementing this Change Order is $243,750. Sufficient budget and spending authority exist to process this Change Order.

Legal Review
The Legal Department has reviewed the Change Order.

2025-057

powered by Legistar™

CITY OF IDAHO FALLS
ENGINEERING DEPARTMENT

Contract Change Order

Project: Sludge Haul
Project No: Bid IF 25-20
Date: **October 2, 2025**

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

To: Iron Horse Trucking

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

1.1 Increase the contract amount of biosolids haul from 125,000 kgal-mi to 250,000 kgal-mi at the contract bid price of $1.95 per kgal-mi, for a net contract increase of $243,750.00.

Contract Time Adjustment: **No Change**
New Contract Completion Date: **No change**
Contract Amount Prior to Change Order: **$243,750.00**
Total Estimated Increase in Contract Amount: **$243,750.00**
New Contract Amount: **$487,500.00**

We, the undersigned Contractor, agree that if this proposal is approved, we will perform the work detailed above and accept payment at the prices shown for the respective items, in accordance with the terms of the original contract or as herein provided.

Contractor Acceptance

By: Iron Horse Trucking _____ 10-2-25 _____
Contractor — Date

By: Donald Vollmer _____ President _____
Signature — Title

Approved for City of Idaho Falls

_____
Date

_____ _____
Mayor — Attest, City Clerk

Memorandum

File #: 25-400 **City Council Meeting**

FROM: Chris H Fredericksen, Public Works Director
DATE: Thursday, October 2, 2025
DEPARTMENT: Public Works

Subject
Federal Transit Administration (FTA) 5307 Formula Grant Program Funding Agreement - Time Extension

Council Action Desired
☐ Ordinance ☐ Resolution ☐ Public Hearing
☒ Other Action (Approval, Authorization, Ratification, etc.)
Approve the FTA 5307 Formula Grant Program Funding Agreement and authorize the Mayor to sign the necessary document (or take other action deemed appropriate).

Description, Background Information & Purpose
The original FTA 5307 Formula Grant Program Funding Agreement was approved in the August 22, 2024, Council Meeting. The agreement for consideration has been modified to allow an extra year to use this funding source, establishing a new termination date of September 30, 2026.

Alignment with City & Department Planning Objectives



☐ ☐ ☐ ☐ ☐ ☐ ☐ ☒

The Agreement supports the community-oriented result for reliable public transportation by allowing more time to expend federal funds in support of microtransit services.

Interdepartmental Coordination
N/A

Fiscal Impact
N/A

Legal Review
The Agreement was reviewed by the City Attorney.

2025-056

Idaho Transportation Department

Public Transportation Office

FTA 5307 Formula Grant Program

Funding Agreement

Agreement #: O2474IF

Amendment: 01

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:	 Connie Edwards 208 334-4492 PTBilling@itd.idaho.gov PTOps@itd.idaho.gov
Term of Grant:	July 1, 2024 – September 30, 2026
Agreement Total:	$625,750
Funding Program:	FTA 5307 Formula Grant for Rural Area Programs
Assistance Listing Number (ALN):	20.507
Agreement Number:	O2474IF
FAIN:	ID-2024-013

Subrecipient Organization Name:	City of Idaho Falls
Subrecipient Director or Equivalent:	Kade Marquez
Subrecipient Address:	380 Constitution Way / PO Box 50220, Idaho Falls, ID 83405
Subrecipient Phone:	208 612-8487
Subrecipient E-mail:	kmarquez@idahofalls.gov

Scope of Work:

Amendment 01:
No change to scope of work, extend agreement end date to 09/30/2026. Remaining balance is $249,086 for operations local match at 50/50 $124,543 and $13,392 with a local match of $2,678 at 80/20.
Original Scope of Work:
FY 2021 Section 5307 funds for operating costs and capital costs of contracting for continued operations of Greater Idaho Falls Transit (GIFT) turnkey contract for micro transit services in the City of Idaho Falls. A third-party contractor, competitively selected by the City of Idaho Falls, will operate, market, and maintain a demand response rideshare service project.

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
Rebecca L Noah Casper	Mayor	208-612-8235	rcasper@idahofalls.gov
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.

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
Rebecca L Noah Casper	Mayor	208-612-8235	rcasper@idahofalls.gov
Signature and Date:			

Memorandum

File #: 25-402 **City Council Meeting**

FROM: Chris H Fredericksen, Public Works Director
DATE: Thursday, October 2, 2025
DEPARTMENT: Public Works

Subject
Federal Transit Administration (FTA) Formula Grant Program Funding Agreement
Council Action Desired

☐ Ordinance ☐ Resolution ☐ Public Hearing
☒ Other Action (Approval, Authorization, Ratification, etc.)
Approve the FTA 5307 Formula Grant Program Funding Agreement and authorize the Mayor to sign the necessary document (or take other action deemed appropriate).

Description, Background Information & Purpose
The original FTA 5307 Formula Grant Program Funding Agreement was approved at the August 22, 2024, Council Meeting. That agreement established a funding total of $656,750. The agreement for consideration makes an additional $825,674 available for expenditure through September 30, 2027.

Alignment with City & Department Planning Objectives



☐ ☐ ☐ ☐ ☐ ☐ ☐ ☒

The Agreement supports the community-oriented result for reliable public transportation by providing additional federal funds in support of microtransit services.

Interdepartmental Coordination
N/A

Fiscal Impact
The Agreement adds an additional $825,674 of federal funding for expenditure through September 30, 2027. The required match of $288,986 will be paid by GIFT. Sufficient funding and budget authority exist to execute the Agreement.

Legal Review
The Agreement was reviewed by the City Attorney.

2025-056

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Idaho Transportation Department

Public Transportation Office

FTA 5307 Formula Grant Program

Funding Agreement

Agreement #: O2574IF

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:	 Connie Edwards 208 259 4199 PTBilling@itd.idaho.gov
Term of Grant:	September 30, 2025 – September 30, 2027
Agreement Total:	$825,674
Funding Program:	FTA 5307 Formula Grant for Rural Area Programs
Assistance Listing Number (ALN):	20.507
Agreement Number:	O2574IF
FAIN:	ID-2024-013

Subrecipient Organization Name:	City of Idaho Falls
Subrecipient Director or Equivalent:	Chris Fredericksen
Subrecipient Address:	380 Constitution Way / PO Box 50220, Idaho Falls, ID 83405
Subrecipient Phone:	208-612-8256
Subrecipient E-mail:	PWD@idahofalls.gov

Scope of Work:

FY 2021 Section 5307 funds for operating costs and capital costs of contracting for continued operations of Greater Idaho Falls Transit (GIFT) turnkey contract for microtransit services in the City of Idaho Falls. A third-party contractor, competitively selected by the City of Idaho Falls, will operate, market, and maintain a demand response rideshare service project. No change to scope of work from last agreement, funding agreement in addition to (O2474IF $656,750) for a total of $1,482,424, total increase of $825,674 in this agreement (O2574IF consisting of $412,837 OP with a 50/50 match of $206,418 and CP of $412,837 with a, 80/20 match of $ $82,568).

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**
Rebecca L Noah Casper	Mayor	208-612-8235	rcasper@idahofalls.gov
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.

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%20Guidan

ce%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
Rebecca L Noah Casper	Mayor	208-612-8235	rcasper@idahofalls.gov
Signature and Date:			

Memorandum

File #: 25-394 **City Council Meeting**

FROM: Zachary Jones, Interim City Attorney
DATE: Tuesday, September 30, 2025
DEPARTMENT: City Attorney

Subject
Legal Services Agreement

Council Action Desired
☐ Ordinance ☐ Resolution ☐ Public Hearing
☒ Other Action (Approval, Authorization, Ratification, etc.)
Approve a not-to-exceed amount of $150,000 for legal services pursuant to an engagement letter with Givens Pursley, LLP (or take other action deemed appropriate).

Description, Background Information & Purpose
The City has entered into an engagement for legal services with Givens Pursley. It is anticipated that the legal fees will exceed $75,000, requiring authorization from the City Council for additional funds.

Alignment with City & Department Planning Objectives



☐ ☒ ☐ ☐ ☐ ☐ ☐ ☐
Approving a not-to-exceed amount for outside legal services supports the good governance community-oriented result by providing sound fiscal management and enabling trust and transparency.

Interdepartmental Coordination
This has been coordinated with all relevant departments.

Fiscal Impact
The funds for these legal services will be paid equally out of the relevant departments that receive impact fees.

Legal Review
The Legal Department has reviewed and approved this request.

GIVENS PURSLEY LLP
Attorneys and Counselors at Law

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PO Box 2720
Boise, ID 83701
Telephone: 208-388-1200
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Morgan D. Goodin
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Brian J. Holleran
Kersti H. Kennedy
Elizabeth A. Koeckeritz
Neal A. Koskella
Michael P. Lawrence
Franklin G. Lee
Matthew E. Liebertz
David R. Lombardi
Kimberly D. Maloney
Kenneth R. McClure
Alex P. McLaughlin
Melodie A. McQuade
Megann E. Meier
Christopher H. Meyer
L. Edward Miller
Judson B. Montgomery
Deborah E. Nelson
Randall A. Peterman
Blake W. Ringer
Michael O. Roe
James B. Smith
Danielle M. Strollo
Marcus H. Waterman
Robert B. White
Michael V. Woodhouse

Kenneth L. Pursley (1940-2015)
James A. McClure (1924-2011)
Raymond D. Givens (1917-2008))

PRIVILEGED AND CONFIDENTIAL
Attorney-Client Communication
Attorney Work Product

August 12, 2025

Via email only

Michael A. Kirkham, Esq.
City Attorney
City of Idaho Falls
375 "D" St
Idaho Falls, ID 83405
mkirkham@idahofalls.gov

Re: Engagement Agreement Including Conflict Disclosure and Consent

Dear Mike:

Thank you for retaining Givens Pursley LLP to represent the City of Idaho Falls ("the City").[1] This letter and the exhibits hereto constitute our entire engagement agreement, superseding any prior engagement agreement or understanding.

This is not a general representation. The Firm's representation is limited to the scope of work for the individual matters on which we have been be retained.

[1] Depending on the context, the following terms have these meanings: "you" and "your" may refer to the client(s) (City of Idaho Falls) and/or the person(s) to whom this letter is directed. "I," "me," "my," "we," "us," "our," and "Firm" may refer to the undersigned, to the lawyers identified in this letter, or to Givens Pursley LLP. The City and the Firm may be referred to as a party or collectively as parties.

Initially, our representation will involve defending the City in the lawsuit filed by the Eastern Idaho Home Builders Association, Inc. ("Home Builders") challenging the City's impact fees.

The scope of work may be modified, limited, or expanded based on direction we receive from you from time to time. We will keep you informed so that you may determine the scope, extent, and direction of our involvement. You will make the key decisions on how and whether to proceed at each stage.

We would be pleased to take on other matters for you as they arise in the future. However, each new matter (or expansion of an existing matter) will be subject to conflict-of-interest clearance and specific agreement regarding the scope of such representation.

This engagement agreement will continue in effect and its terms will apply to all active matters we undertake for you at your direction, unless you and the Firm agree otherwise in writing (including emails).

This is a representation of the City, not of any elected officials or employees.

I will be the responsible attorney for this matter. I will rely on other partners, associates, and paralegals in this Firm to assist me. This may include consultations with other lawyers in the Firm.

Current hourly rates are shown in the enclosed Fee and Cost Schedule (Exhibit C). Rates that have been in effect for four months or longer are typically adjusted in January of each year, but may be adjusted at other times as well. All new personnel or adjustments in billing rates will be clearly indicated on your billing statements.

Our bills will generally be submitted on a monthly basis. With the understanding that you will keep your account current within 30 days of billing, we have agreed not to charge a retainer fee in this matter.

At this point, it is difficult to predict overall costs. However, we will proceed one step at a time, keeping you informed of our progress and the level of our activity.

Please review the attached conflict of interest discussion. Because the City is a governmental entity, this includes a general conflict waiver for this representation. If you have any questions or concerns regarding conflicts, please let me know as soon as possible.

If this engagement agreement meets with your approval and that of the City, please sign the acceptance below and return a hard or electronic copy of this letter to me. Alternatively, you may approve this engagement by separate letter or email, or through your implicit agreement as we proceed with this engagement.

I thank you for entrusting this work to Givens Pursley. We will do our best to provide you with the high-quality legal counsel you expect in an efficient and cost-effective manner. If you ever feel that we are not meeting your expectations or you have other questions about our relationship, please do not hesitate to call me.

I very much look forward to working with you on this project.

Sincerely,

Christopher H. Meyer

Encl: Exhibit A: Conflict Disclosure and Waiver
Exhibit B: General Terms and Conditions
Exhibit C: Fee and Cost Schedule

cc: Jacob S. Beck, Assistant City Attorney
Zachary H. Jones, Assistant City Attorney

ACCEPTANCE OF ENGAGEMENT AGREEMENT

I have read the preceding letter and the exhibits that follow, including the Conflict Disclosure and Waiver. In addition, I have shared the terms of this engagement agreement with appropriate officials at the City and received their approval to proceed with this engagement. On behalf of the City, I agree to the Firm's representation on those terms.

Dated: Aug. 12, 2025

Michael A. Kirkham
City Attorney
City of Idaho Falls

EXHIBIT A

GIVENS PURSLEY LLP

Conflict Disclosure and Waiver

Waiver in accordance with rules of professional conduct.

Our representation of you is governed by Rule 1.7 of the Idaho Rules of Professional Conduct.[2] This rule and other relevant rules prohibit the Firm from representing two clients where a conflict of interest exists unless four conditions are met: (1) despite the conflict, we reasonably believe that we can provide competent and diligent representation to each client, (2) the representation is lawful, (3) we do not represent opposing clients in the same matter in the same litigation or other formal proceeding, and (4) both clients waive the conflict after being fairly advised of the circumstances. The purpose of this letter is to advise you of actual and potential conflicts and seek your informed consent before we undertake your representation. In making your decision, we encourage you to consult with your own independent counsel.

By agreeing to this representation, you waive any conflicts of interest described in this letter and consent to our representation of you.

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[2] Rule 1.7 of the Idaho Rules of Professional Responsibility provides:

RULE 1.7: Conflict of Interest: Current Clients

(a) Except as provided in paragraph (b), a lawyer shall not represent a client if the representation involves a concurrent conflict of interest. A concurrent conflict of interest exists if:
  (1) the representation of one client will be directly adverse to another client; or
  (2) there is a significant risk that the representation of one or more clients will be materially limited by the lawyer's responsibilities to another client, a former client or a third person or by the personal interests of the lawyer, including family and domestic relationships.

(b) Notwithstanding the existence of a concurrent conflict of interest under paragraph (a), a lawyer may represent a client if:
  (1) the lawyer reasonably believes that the lawyer will be able to provide competent and diligent representation to each affected client;
  (2) the representation is not prohibited by law;
  (3) the representation does not involve the assertion of a claim by one client against another client represented by the lawyer in the same litigation or other proceeding before a tribunal; and
  (4) each affected client gives informed consent, confirmed in writing.

Representation limited to entity.

For purposes of this representation, our client is the City of Idaho Falls. This representation does not encompass the representation of elected officials, employees, or staff of the City in their individual capacities, unless they are named parties in litigation falling within the scope of this representation.

Potentially adverse or interested parties.

For conflict check purposes, you have provided the following names of potentially adverse or interested parties:

- Eastern Idaho Home Builders Association, Inc. ("Home Builders").
- A list of every member of Home Builders (as set out in Exhibit A of the complaint). (This is a list of 108 entries, some of which include multiple names.) (These persons and entities are not parties to this litigation.)

We have relied on your disclosures of potential conflicts in preparing our conflict analysis. If there are other persons or entities that you believe may be potential adversaries or interested parties in this undertaking, please provide those names to us as soon as possible so that we may expand the conflict check.

No direct conflicts of interest.

We are not aware of any current or former clients whom we represent or have represented that are now directly adverse to the City, except as noted below.

Firm's representation of members of Home Builders.

The Firm represents (or has represented, or represents people associated with) the following persons or entities whose names are the same or similar to the following persons or entities listed as members of Home Builders (as described above):

- Intermountain Gas Company
- New Earth Development
- Idaho Central Credit Union
- U.S. Bank
- David Peterson
- Ryan Taylor
- Neal Smith
- Ottilia Ballo
- Guardian Homes

The Firm's representation of these persons entities (or of clients associated with these persons or entities) is entirely unrelated to the matter on which you have retained us. As noted, these persons and entities are not parties to this litigation. We do not view this as a direct conflict of interest, but we call it to your attention.

No material limitation

We are not aware of any circumstances that would cause a member of this Firm to be materially limited in his or her representation of the City.

Controversial matters.

Although we are aware of no conflict with other clients at this time, the matter upon which you have engaged this Firm may generate public controversy or opposition. Accordingly, it is foreseeable that some other client of this Firm may oppose the position you take. If these disagreements appear to be significant enough to potentially impair our representation of you, we will endeavor to bring such situations to your attention as they arise so that we may work through any conflicts or potential conflicts on a case-by-case basis.

General conflict waiver in representation of governmental entities.

As you know, this Firm represents both private and public sector clients. From time to time, other clients of this Firm may have business, regulatory, or other matters in which the City is the regulator or decision-maker or is otherwise adverse to that client. These matters might include such things as zoning, land use, real estate development, water rights, title disputes, impact or user fees, taxes, condemnation, access issues, general litigation, and other matters in which the City may be either the decision-maker or an opposing party. Our representation of other clients adverse to governmental entities including the City provides us with perspective and real-world business experience that adds value to our representation of you.

Obviously, it would be inappropriate for me personally (or any other lawyer of this Firm working with you on this representation) to act as an advocate adverse to the City during the course of my representation of you. But other lawyers from my Firm have practices that may require them to be in that position. In order for us to undertake this representation of the City, it is necessary that the City waive any conflicts of interest that may arise between other clients of this Firm and the City, so long as those matters are unrelated to the particular matters in which we represent you and would not materially limit the effectiveness of our representation of the City.

Under this waiver, I could give the City advice on matters within the scope of this engagement and, on the same day, other lawyers from this Firm might advocate before the City or litigate against the City on behalf of another client in an unrelated matter. By way of example, another lawyer at this Firm might appear before the Planning and Zoning Commission or the City Council supporting or opposing a zoning application, and he or she might pursue the matter

on an appeal in which the City was named as a party. In another example, another lawyer with the Firm might represent a client in a contract dispute against the City.

I can assure you that our representation of the City will be zealous and unaffected by any such representations of other clients by other lawyers. Likewise, the Firm's representations of other clients will be zealous and unaffected by my relationship with The City.

By accepting this engagement, the City consents to our current and future representation of other clients on matters unrelated to our representation of you as described above to the extent permitted by the Idaho Rules of Professional Conduct.

Positional conflicts (policy issues or legal precedents).

The Firm's lawyers are engaged in a variety of public policy, regulatory, and legislative matters with broad implications. We represent clients that may hold viewpoints or advocate public policy positions contrary to yours. For example, we represent businesses and industries of all types, banks and other financial institutions, business owners, venture capitalists, trusts, doctors and hospitals, trade organizations, real estate investors and developers, professional groups, industry associations, homeowner groups, citizen groups, user groups, policy advocacy organizations, nonprofits, and governmental entities at all levels, as well as other public and quasi-public entities. We appear before courts, agencies, regulatory and governmental bodies, and state and federal legislatures. Consequently, there could be instances in which we pursue a policy issue or legal precedent on behalf of one client that you might not consider favorable or desirable.

In particular, you should also be aware that this Firm represents a variety of clients in the development business. Consequently, it is possible that a precedent could be established in an unrelated matter for a different client that would be contrary to the City's interests.

Limited engagement.

As noted, our representation of you is limited to the particular matters we undertake for you. Accordingly, our representation of you does not allow you to prevent us from undertaking unrelated work for other clients that is not directly adverse to you.

Waiver as to future conflicts.

The conflict consents you are asked to provide encompass both existing conflicts (if any are identified) and the potential future conflicts described above. In giving these consents, you should note in particular Comment 22 to Rule 1.7 of the Idaho Rules of Professional Conduct. That comment explains that waivers as to future conflicts may be effective under appropriate conditions. "The more comprehensive the explanation of the types of future representations that might arise and the actual and reasonably foreseeable adverse consequences of those representations, the greater the likelihood that the client will have the requisite understanding.

Thus, if the client agrees to a particular type of conflict with which the client is already familiar, then the consent ordinarily will be effective with regard to that type of conflict." We have endeavored to provide such a comprehensive and understandable explanation in this engagement letter. Please let us know if you have questions or need further explanation. By agreeing to this representation, you acknowledge that you understand the effect of the consent you are providing.

Your right to terminate.

You are free to terminate our representation of you for any reason at any time. This includes but is not limited to termination based on conflicts of interest. In the event you terminate our representation based on a newly emerging conflict of interest or your decision that you are no longer comfortable with a conflict waiver you previously provided, you agree that we may continue to represent other clients whose conflicts with you are known, disclosed, and waived today or may be reasonably anticipated based on the disclosures made in this letter. Thus, even if you no longer wish for us to represent you in the future, we may continue to represent those other clients of this Firm. Of course, any secrets or confidences you have shared with us will be preserved in any event. If you have questions about this or any other concerns, please do not hesitate to ask.

Resolution of future conflicts.

In the event that a conflict of interest between you and another client of this Firm later emerges during the course of this representation, we will call the situation promptly to the attention of all affected entities. In such event, we will endeavor to resolve the conflict, if possible, in a manner acceptable to all concerned. If that cannot be accomplished, it is possible that we would need to withdraw from representation of one or all entities.

If, in the future, the City were to take actions or positions in direct opposition to the interests of another client of this Firm on a matter in which we were then representing the other client, we would need to evaluate whether and under what circumstances we could continue to represent you. In such a case, we reserve the right to terminate our representation of you and to continue to represent another client of the Firm where doing so is consistent with our ethical responsibilities. In any event, we would be bound to maintain any confidences and secrets obtained from you, and we would continue the other representation only to the extent doing so is permissible under the rules of professional responsibility.

Communication regarding conflicts.

If you ever become aware of any circumstances that raise conflict concerns about the appropriateness of our representation of you or another client, please inform us immediately. The attorneys who represent our other clients on matters potentially adverse to you may not always be familiar with all circumstances related to our representation of you. Consequently, the Firm may not be in a position to detect every situation that may raise concerns. Therefore, we rely on you to notify us of any concerns that come to your attention.

Professional standards.

This Firm is committed not only to meeting the mandatory ethical standards imposed by the bar but to achieving the highest level of professional conduct. At its core, that means that we are committed to excellence in the practice of law and the zealous representation of your interests. In doing so, we will always act within the bounds of our uncompromising respect for the administrative and judicial system, the bar, and the rule of law.

EXHIBIT B

GIVENS PURSLEY LLP

General Terms and Conditions

Engagement Agreement. The preceding cover letter and the enclosed exhibits constitute our engagement agreement with you. This replaces any prior agreements or understandings. It will continue in effect and its terms will apply to all active matters we undertake for you, unless you and the Firm agree otherwise in writing. You agree to pay for legal services performed by the Firm in accordance with this engagement agreement. This engagement agreement also applies to work appropriately performed in connection with this matter prior to the execution of this engagement agreement. It will apply as well to any additional work you assign to this Firm, unless we enter into a different or amended engagement agreement.

Acknowledgement of agreement. We have asked you to acknowledge your agreement to these terms with your signature on the Acknowledgement below the cover letter. Your signature, however, is not necessary to effect this engagement. If we proceed with this engagement per your direction or other action by you acknowledging that the representation is underway, this engagement agreement will govern our attorney-client relationship, whether signed by you or not, unless and until otherwise agreed in writing. Of course, you retain the right to limit or terminate the representation at any time.

Writing. All requirements in this engagement agreement that a communication be in writing may be satisfied either by (1) a written communication on paper sent to the other person or (2) an email whose receipt is acknowledged or otherwise confirmed.

Scope of work. A description of the initial or current scope of work is provided in the cover letter. The authorized scope of work also encompasses any work already performed by the Firm on these matters, per your instruction. Changes to the scope of work are addressed below.

Changes to scope of work need not be in writing. You may assign additional work or order changes to the scope of work at any time. Such additions or changes to the scope of work need not be in writing, except for stop work orders which must be in writing.

Changes to scope of work subject to further conflict review. Additions or changes to the scope of work may raise new conflict of interest issues that could preclude our ability to represent you on that matter. Accordingly, no change or addition to the scope of work will be deemed a part of this representation unless and until we clearly and affirmatively state to you that we have agreed to represent you in the new matter. Our acceptance of the new work assignments may be acknowledged in writing or by actions we have taken in acting on the new matter. Any

new assignments of work accepted by this Firm will be covered by this engagement agreement, unless provided otherwise in writing.

Changes to this agreement must be confirmed in writing. Except as described above with respect to changes in the scope of work, any material change or clarification in the terms of this engagement agreement must be memorialized in writing.

No retainer fee. With the understanding that you will keep your account current (paid within 30 days of billing), I have agreed not to charge an initial retainer fee in this matter. In the event that your account is not kept current or other relevant circumstances change, you may be requested to advance funds for the establishment of a Retainer Fund.

Billing procedures. The Firm typically provides monthly billing statements by regular mail. Billing statements are broken out by matter and are sent to the person and address identified for the particular matter. Please advise us if you would like the matters to be organized differently or if you wish for the statements to be directed to a different person.

Payment method. Acceptable payment methods include check, ACH, wire, cash, and credit card using our internet payment portal. Credit card terms will be provided on the card link on the internet payment portal and will include an administrative fee for payment by credit card. Receipts will be issued at the time any cash is rendered or upon request.

Late fees. The amounts shown on the Firm's statements are payable within 30 days after the date of the statement (unless chargeable to a Retainer Fund). Statements that are not paid within 30 days will be assessed a late payment charge at the rate of one and one-half percent per month (18.0 % per annum) on the unpaid balance. The Firm reserves the right to suspend all work, and to withhold work product to the extent permitted by law, if bills are not timely paid.

Billing questions. The Firm will be pleased to answer any questions you have about billing. If you have concerns about any portion of a bill, please raise them promptly. We expect you to pay without delay all but the disputed or questioned portion of the bill. The Firm's acceptance of partial payment does not constitute an accord and satisfaction. Any concerns or disputes about billing should be raised promptly. If the dispute cannot be resolved, you and the Firm are both free to terminate the representation, while the other party retains all rights and remedies.

Fees and staffing. Unless otherwise agreed, the Firm calculates fees based upon the hourly rates of the attorneys, paralegals, and other timekeepers who perform professional services for you. We will consult with or assign research or other tasks to timekeepers other than the person primarily responsible when, in our professional judgment, it is necessary or appropriate to do so. This may involve timekeepers with a higher or (more typically) lower billing rate than the responsible attorney. You will be billed for their time as well. In special circumstances, the Firm may negotiate a fixed fee agreement for specific projects. This is not the case here, unless a separate written agreement to that effect has been provided. Billing rates for

attorneys and other timekeepers currently expected to be working with you are provided in the accompanying Fee and Cost Schedule (Exhibit C). Rates for other attorneys and staff who work on your behalf are available upon request and will be displayed on our monthly bills. Billing rates are subject to adjustment from time to time. Any adjustment in the hourly rate or the addition of other timekeepers not listed on the attached Fee and Cost Schedule will be reflected in your monthly billing statements.

Budget estimates and fee-tracking. If directed by you to do so, we will prepare budget estimates or special fee-tracking from time to time. The preparation of budget estimates and special fee-tracking (beyond regular monthly statements) is a billable item. For most matters, it is difficult to predict the amount of time and costs that will be required, particularly where legal research, negotiation, or litigation are involved. Therefore, any estimates of fees or costs provided to you are not guarantees or caps on the fees that may be incurred, unless expressly so stated in writing.

Billable time - general. You will be charged for all time spent by timekeepers performing work reasonable and appropriate for your representation. This may include legal analysis and research, review and drafting of documents, telephone calls, correspondence, meetings, responding to client inquiries, site visits, data gathering and preparation, outlining and budget development, strategy development, task coordination, drafting and negotiation of agreements, lobbying, presentations, and travel. If you require budget estimates, periodic written updates or work charts, special billing formats, or other such administrative tasks that require attorney or paralegal time, or extraordinary time by any other Firm staff, you will be billed for such services.

Billable costs. You will be billed for all costs appropriately incurred on your behalf. This may include such things as messenger service and staff overtime on specific rush projects, filing fees, copying costs for substantial projects, and travel costs including meals and mileage. If extraordinary costs are expected to be incurred, you will be advised in advance and may be asked to make advance payment.

Nonbillable time and costs. The Firm does not bill for routine secretarial costs, word processing, or internet connections.

Retention of experts and other professionals. From time to time, it may be necessary to retain experts, consultants, mediators, lawyers, or other professionals outside of this Firm in connection with our representation of you. No such person or firm will be retained without your prior approval. Ordinarily, such professionals will submit their bills directly to you, and you will be solely responsible for paying their fees and costs. In some instances, it may be advantageous for the professionals to be retained directly by this Firm. The Firm agrees to add no administrative or overhead charge to fees or costs billed by the consultant or other professional. In the event that this Firm pays their fees and costs, you will be responsible to promptly

reimburse the Firm therefor. If the fees are expected to be substantial, you may be asked to provide advance funding. Whatever the arrangement, we will always obtain your prior approval.

Confidentiality. The Firm is obligated to protect your secrets and confidences, as provided in the Idaho Rules of Professional Conduct. This obligation continues after the Firm's representation is terminated. In special cases, confidentiality may be addressed in a separate written agreement.

Work product. You are entitled to copies of all work product developed by the Firm on your behalf. To the extent permitted by law, however, the Firm may withhold work product if you have failed to pay fees and costs properly charged to you.

File retention. The Firm generally keeps each client's legal file for five years after the matter is closed, after which time the file may be disposed of. If you wish to retain legal materials for a longer period, you should request that the file, or parts thereof, be copied for you. The Firm reserves the right to retain a copy of all files. Unless otherwise directed, the Firm will not retain original copies of executed documents, but will instead forward them to you. Please keep all documents provided to you in a safe location.

Termination by client. You may terminate your relationship with the Firm unilaterally at any time upon written notice to the Firm. Termination shall not affect your obligation to pay for services rendered. This includes fixed fees (if any), fees and costs associated with the provision of services prior to termination, and fees and costs necessarily incurred by the Firm in order to wind down or hand over the work.

Suspension of work. Your failure to timely pay bills may result in immediate suspension of services being provided by the Firm. Suspension will not occur without prior notice to you and an opportunity to cure.

Withdrawal by Firm. The Firm reserves the right to withdraw from this representation for good cause (subject, if required, to court approval). Good cause may include your failure to honor the terms of the engagement agreement, your failure to pay amounts billed in a timely manner, your failure to cooperate or follow the Firm's advice on a material matter, or any fact or circumstance that would, in the Firm's view, impair an effective attorney-client relationship or would render the Firm's continuing representation ineffective, unlawful, or unethical. If the Firm withdraws, you will take all steps necessary to free the Firm of any obligation to perform further, including the execution of any documents (including forms for substitution of counsel) necessary to complete its withdrawal, and the Firm will be entitled to be paid for all services rendered as well as disbursements, costs, and other charges made or incurred on your behalf. This includes fees and costs incurred prior to the date of the withdrawal or reasonably incurred in the course of winding down or transitioning following the withdrawal.

End of attorney-client relationship. This representation will end, concluding our attorney-client relationship, either upon express action by either party (as described above) or

upon the completion of all active or pending work assignments. A written communication reflecting our agreement to continue this representation is required to continue the representation after the completion of all active or pending work assignments. We may, but are not required, to notify you at the end of our attorney-client relationship.

EXHIBIT C

GIVENS PURSLEY LLP

Fee and Cost Schedule

Fees and costs are subject to adjustment. Any adjustment will be reflected in your monthly billing statements.

Professional fees

Lawyers will be brought into this representation on an as-needed basis. The current hourly fees of lawyers who we anticipate might be called upon to assist in this representation are listed below.

Christopher H. Meyer (partner) .....$580 per hour
Jeffrey S. Beelaert (partner).....$590 per hour
Morgan D. Goodin (associate).....$315 per hour

Billing rates for other attorneys at Givens Pursley LLP range between $250 and $800 per hour. Paralegal billing rates range between $210 and $275 per hour. Document clerks bill between $30 and $60 per hour.

Memorandum

File #: 25-395 **City Council Meeting**

FROM: Wade Sanner, Director
DATE: Tuesday, September 30, 2025
DEPARTMENT: Community Development Services

Subject
Final Plat, Development Agreement, and Reasoned Statement of Relevant Criteria and Standards, Park Place Division No. 8

Council Action Desired
☐ Ordinance ☐ Resolution ☐ Public Hearing
☒ Other Action (Approval, Authorization, Ratification, etc.)
1. Approve the Development Agreement for the Final Plat for Park Place Division No. 8 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 Park Place Division No. 8 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 Park Place Division No. 8 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 Park Place Division No. 8. The Planning and Zoning Commission considered this item at its December 3, 2024 meeting and unanimously voted to recommend approval of the final plat to the Mayor and City Council as presented.

Alignment with City & Department Planning Objectives



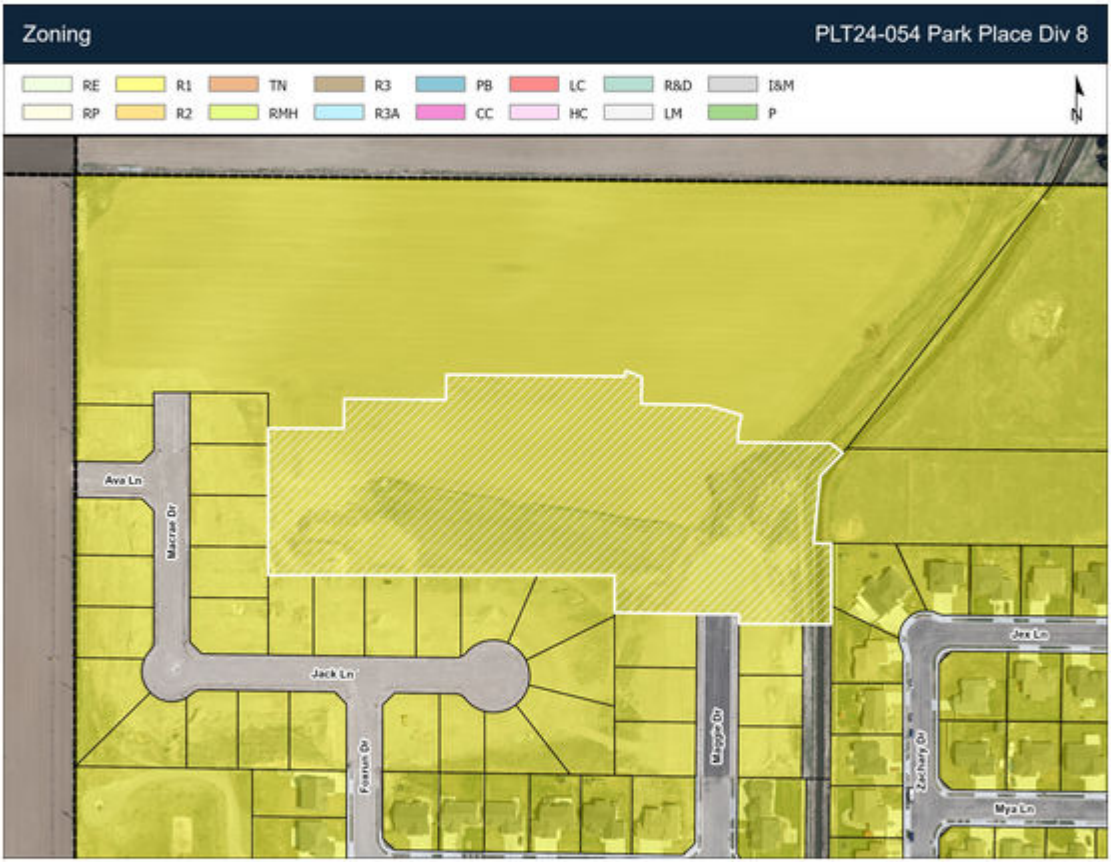
☐ ☒ ☒ ☐ ☒ ☐ ☐ ☐

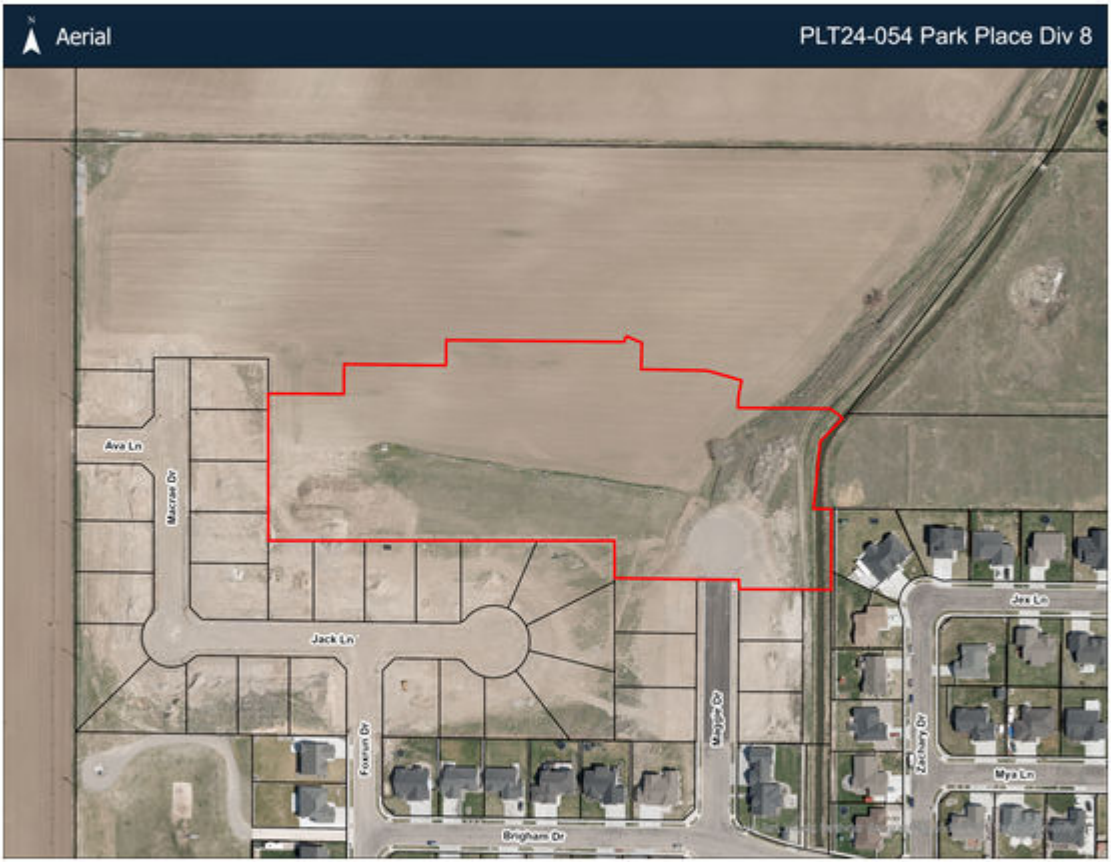
A successful Plat should be consistent with the Comprehensive Plan and Zoning Ordinance, which includes policies and goals related to Growth, Sustainability, Transportation, and Livable Communities.

Interdepartmental Coordination
The Final Plat was reviewed by staff from Fire, Idaho Falls Power, BMPO, as well as the Water, Planning, Wastewater, and Engineering/Survey Divisions.

Fiscal Impact
NA

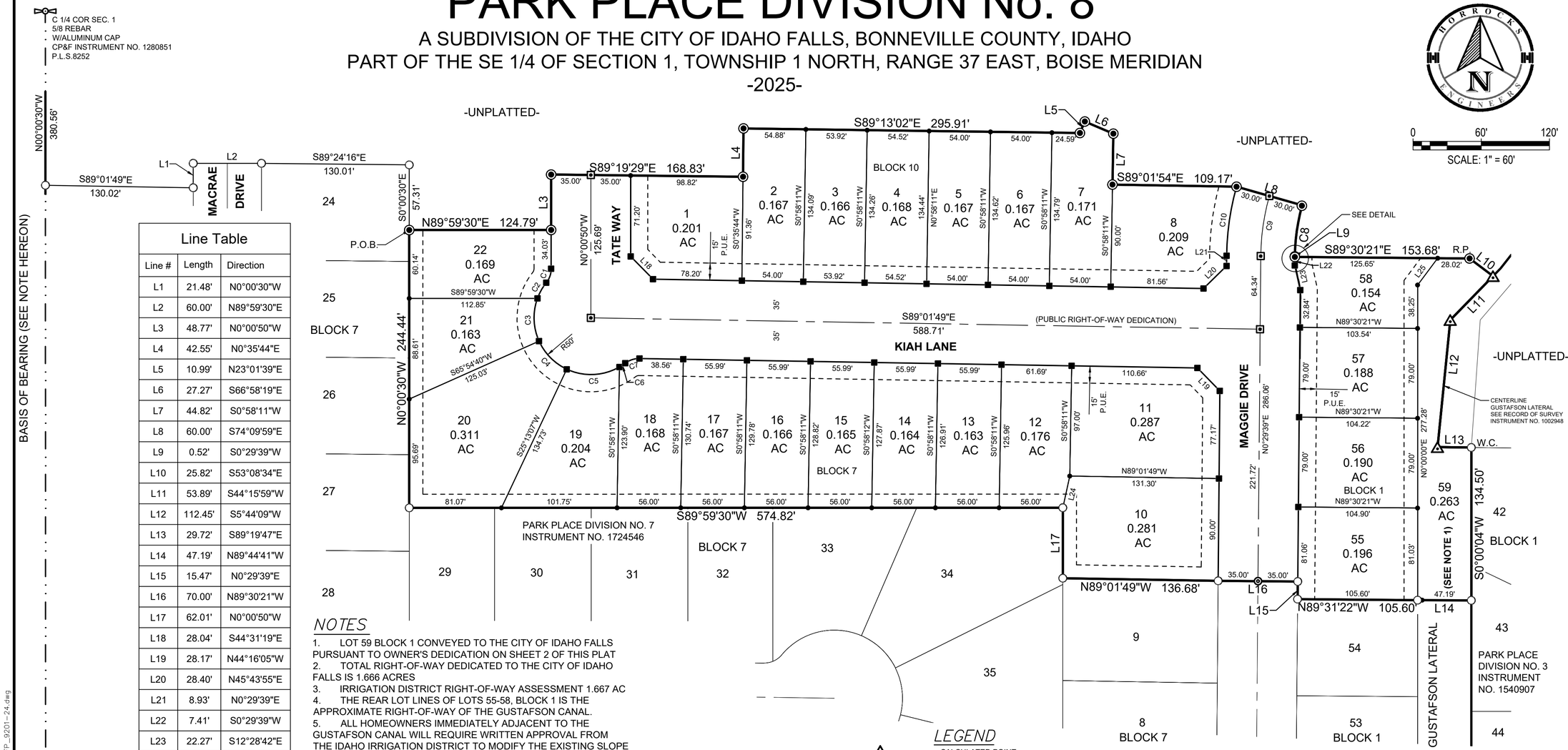
Legal Review
This application was reviewed by the Legal Department and found to be consistent with applicable law.


Zoning
PLT24-054 Park Place Div 8
RE
R1
TN
R3
PB
LC
R&D
I&M
RP
R2
RMH
R3A
CC
HC
LM
P
N
Ava Ln
Macrae Dr
Jack Ln
Fearun Dr
Maggie Dr
Jex Ln
Zachary Dr
Mya Ln


Aerial
PLT24-054 Park Place Div 8
Ava Ln
Macrae Dr
Jack Ln
Fourun Dr
Brigham Dr
Maggie Dr
Jes Ln
Zachary Dr
Mya Ln

PARK PLACE DIVISION No. 8

A SUBDIVISION OF THE CITY OF IDAHO FALLS, BONNEVILLE COUNTY, IDAHO
PART OF THE SE 1/4 OF SECTION 1, TOWNSHIP 1 NORTH, RANGE 37 EAST, BOISE MERIDIAN
-2025-



Line Table		
Line #	Length	Direction
L1	21.48'	N0°00'30"W
L2	60.00'	N89°59'30"E
L3	48.77'	N0°00'50"W
L4	42.55'	N0°35'44"E
L5	10.99'	N23°01'39"E
L6	27.27'	S66°58'19"E
L7	44.82'	S0°58'11"W
L8	60.00'	S74°09'59"E
L9	0.52'	S0°29'39"W
L10	25.82'	S53°08'34"E
L11	53.89'	S44°15'59"W
L12	112.45'	S5°44'09"W
L13	29.72'	S89°19'47"E
L14	47.19'	N89°44'41"W
L15	15.47'	N0°29'39"E
L16	70.00'	N89°30'21"W
L17	62.01'	N0°00'50"W
L18	28.04'	S44°31'19"E
L19	28.17'	N44°16'05"W
L20	28.40'	N45°43'55"E
L21	8.93'	N0°29'39"W
L22	7.41'	S0°29'39"W
L23	22.27'	S12°28'42"E
L24	28.57'	S12°28'27"W
L25	29.44'	S36°50'12"W

Curve Table					
Curve #	Length	Radius	Delta	Chord Direction	Chord Length
C1	13.34'	20.00'	38°12'48"	N19°05'34"E	13.09'
C2	15.79'	50.00'	18°05'51"	N29°09'03"E	15.73'
C3	38.56'	50.00'	44°11'27"	N1°59'36"W	37.62'
C4	35.51'	50.00'	40°41'33"	N44°26'06"W	34.77'
C5	48.35'	50.00'	55°24'02"	S87°31'06"W	46.48'
C6	6.16'	50.00'	7°03'41"	S56°17'15"W	6.16'
C7	13.34'	20.00'	38°12'48"	S71°51'48"W	13.09'
C8	45.51'	170.00'	15°20'21"	S8°09'50"W	45.38'
C9	53.54'	200.00'	15°20'21"	S8°09'50"W	53.38'
C10	61.58'	230.00'	15°20'21"	N8°09'50"E	61.39'

NOTES

1. LOT 59 BLOCK 1 CONVEYED TO THE CITY OF IDAHO FALLS PURSUANT TO OWNER'S DEDICATION ON SHEET 2 OF THIS PLAT
2. TOTAL RIGHT-OF-WAY DEDICATED TO THE CITY OF IDAHO FALLS IS 1.666 ACRES
3. IRRIGATION DISTRICT RIGHT-OF-WAY ASSESSMENT 1.667 AC
4. THE REAR LOT LINES OF LOTS 55-58, BLOCK 1 IS THE APPROXIMATE RIGHT-OF-WAY OF THE GUSTAFSON CANAL.
5. ALL HOMEOWNERS IMMEDIATELY ADJACENT TO THE GUSTAFSON CANAL WILL REQUIRE WRITTEN APPROVAL FROM THE IDAHO IRRIGATION DISTRICT TO MODIFY THE EXISTING SLOPE OF THE EMBANKMENT.

NARRATIVE

THE PURPOSE OF THIS SURVEY IS TO SUBDIVIDE THE PARCEL OF LAND AS SHOWN. THE SOUTH AND WEST LINE OF THIS SUBDIVISION WAS DETERMINED BY THE FOUND MONUMENTS ALONG THE NORTH LINE OF PARK PLACE DIVISION NO. 7, INSTRUMENT NO. 1724546. THE NORTH LINE OF THE SUBDIVISION WAS DETERMINED BY THE DEVELOPMENT OF THE NEW LOTS AND STREETS AS SHOWN HEREON. THE EAST LINE OF THE SUBDIVISION WAS DETERMINED BY THE FOUND MONUMENTS ALONG THE WEST LINE OF PARK PLACE DIVISION NO. 3, INSTRUMENT NO. 1540907 AND WEST LINE OF RECORD OF SURVEY, INSTRUMENT NO. 1002948.

CANAL RIGHT-OF-WAY

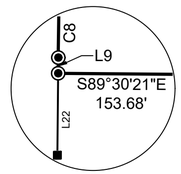
ALL CANALS, AS SHOWN HEREON, EXIST WITHIN A RIGHT-OF-WAY DEFINED BY I.C. §42-1102 AND MUST HAVE WRITTEN PERMISSION OF THE OWNER OR OPERATOR OF THE RIGHT-OF-WAY TO CONSTRUCT ANYTHING WITHIN, UNDER, UPON OR OVER THE AREA, TO ENSURE THAT ANY SUCH ENCROACHMENTS WILL NOT UNREASONABLY OR MATERIALLY INTERFERE WITH THE USE AND ENJOYMENT OF THE RIGHT-OF-WAY.

BASIS OF BEARING

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

LEGEND

△	CALCULATED POINT
◉	SET 5/8" REBAR W/PLASTIC CAP - P.L.S. 12457
○	FOUND 5/8" REBAR W/ PLASTIC CAP - P.L.S. 12457
◎	FOUND 5/8" REBAR WITH ALUMINUM CAP MARKED P.L.S. 12457
•	SET 1/2" REBAR W/ PLASTIC CAP - P.L.S. 12457
■	SET 1/2" REBAR W/ PLASTIC CAP - P.L.S. 12457 TO BE SET AT A FUTURE DATE AS DEFINED BY THE INTERIOR MONUMENT COMPLETION CERTIFICATE ON SHEET 2
⊡	INTERIOR STREET INTERSECTION MONUMENTS 5/8" REBAR WITH 2" ALUMINUM CAP MARKED P.L.S. 12457 TO BE SET AT A FUTURE DATE AS DEFINED BY THE INTERIOR MONUMENT COMPLETION CERTIFICATE ON SHEET 2
✚	FOUND P.L.S.S. SECTION CORNER AS NOTED
⊕	FOUND P.L.S.S. 1/4 CORNER AS NOTED
———	SUBDIVISION BOUNDARY LINE
———	LOT LINE
— · — · —	SECTION LINE
- - - - -	PUBLIC UTILITIES EASEMENT LINE (P.U.E.)
P.O.B.	POINT OF BEGINNING
P.U.E.	PUBLIC UTILITIES EASEMENT
R.P.	REFERENCE POINT
W.C.	WITNESS CORNER
AC	ACRES
CP&F	CORNER PERPETUATION AND FILING RECORD



DETAIL

PROFESSIONAL LAND SURVEYOR REGISTERED 12457 STATE OF IDAHO CHRISTOPHER ADAMS

SHEET 1 of 2

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

Horrocks.

H:\2024\D-9201-24 RJT Park Place\Project Data\02 CAD\2.03 Street Files\Construction Drawings\FP_9201-24.dwg

PARK PLACE DIVISION No. 8

A SUBDIVISION OF THE CITY OF IDAHO FALLS, BONNEVILLE COUNTY, IDAHO
PART OF THE SE 1/4 OF SECTION 1, TOWNSHIP 1 NORTH, RANGE 37 EAST, BOISE MERIDIAN
-2025-

RECORDER'S CERTIFICATE

I HEREBY CERTIFY THAT THE FOREGOING PLAT, PARK PLACE DIVISION NO. 8, WAS FILED IN THE OFFICE OF THE RECORDER OF BONNEVILLE COUNTY, IDAHO

_____

BONNEVILLE COUNTY RECORDER DATE

TREASURER'S CERTIFICATE

I, THE UNDERSIGNED COUNTY TREASURER IN AND FOR THE COUNTY OF BONNEVILLE, STATE OF IDAHO, PURSUANT TO THE REQUIREMENTS OF I.C. §50-1308 OF THE IDAHO CODE, 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

HEALTH DEPARTMENT CERTIFICATE

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

EASTERN IDAHO PUBLIC HEALTH DISTRICT

_____ _____ ENVIRONMENTAL

HEALTH SPECIALIST, REHS DATE:

CITY'S ACCEPTANCE

THE ACCOMPANYING PLAT WAS DULY ACCEPTED AND APPROVED AND THE GRANTS AND DEDICATIONS ARE HEREBY ACCEPTED BY THE CITY COUNCIL OF IDAHO FALLS ADOPTED THIS _____ DAY OF _____, 202____.

_____ _____

MAYOR CITY CLERK

_____ _____

JONATHAN W. KNOWLES, PE 14787 KENNETH BALDWIN ROBERTS, PLS 9755

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 ASSESSMENT 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 CHANG IN THE NATURE OF USE OF SURFACE WATER PROVIDED BY AN IRRIGATION WATER DELIVERY ENTITY (SUCH AS 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 STREET, IDAHO FALLS, IDAHO 83404.

BOUNDARY DESCRIPTION

A PARCEL OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 1, TOWNSHIP 1 NORTH, RANGE 37 EAST, BOISE MERIDIAN, BONNEVILLE COUNTY, IDAHO MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 1, BEING MARKED BY A 1 INCH ALUMINUM CAP STAMPED PLS 827 AS SHOWN ON CORNER PERPETUATION AND FILING, INSTRUMENT NO. 1634072; THENCE ALONG THE MERIDIONAL LINE OF SAID SECTION 1, NORTH 00°00'30" WEST 2270.50 FEET TO THE NORTHWEST CORNER OF PARK PLACE DIVISION NO. 7, INSTRUMENT NO. 1724546; THENCE ALONG THE NORTH LINE OF SAID PARK PLACE DIVISION NO. 7 THE FOLLOWING FIVE COURSES; (1) SOUTH 89°01'49" EAST 130.02 FEET; (2) NORTH 00°00'30" WEST 21.48 FEET; (3) NORTH 89°59'30" EAST 60.00 FEET; (4) SOUTH 89°24'16" EAST 130.01 FEET; (5) SOUTH 00°00'30" EAST 57.31 FEET TO THE **POINT OF BEGINNING**; THENCE NORTH 89°59'30" EAST 124.79 FEET; THENCE NORTH 00°00'50" WEST 48.77 FEET; THENCE SOUTH 89°19'29" EAST 168.83 FEET; THENCE NORTH 00°35'44" EAST 42.55 FEET; THENCE SOUTH 89°13'02" EAST 295.91 FEET; THENCE NORTH 23°01'39" EAST 10.99 FEET; THENCE SOUTH 66°58'19" EAST 27.27 FEET; THENCE SOUTH 00°58'11" WEST 44.82 FEET; THENCE SOUTH 89°01'54" EAST 109.17 FEET; THENCE SOUTH 74°09'59" EAST 60.00 FEET TO A POINT OF NON-TANGENCY OF A 170.00 FOOT RADIUS CURVE CONCAVE TO THE SOUTHEAST OF WHICH RADIUS BEARS SOUTH 74°09'58" EAST; THENCE SOUTHWEST 45.51 FEET ALONG THE ARC OF SAID 170.00 FOOT RADIUS CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 15°20'21" AND A LONG CHORD THAT BEARS SOUTH 08°09'50" WEST 45.38 FEET; THENCE SOUTH 00°29'39" WEST 0.52 FEET; THENCE SOUTH 89°30'21" EAST 153.68 FEET; THENCE SOUTH 53°08'34" EAST 25.82 FEET TO THE CENTERLINE OF THE GUSTAFSON LATERAL; THENCE ALONG SAID CENTERLINE, SOUTH 44°15'59" WEST 53.89 FEET; THENCE CONTINUING ALONG SAID CENTERLINE, SOUTH 05°44'09" WEST 112.45 FEET; THENCE SOUTH 89°19'47" EAST 29.72 FEET TO THE NORTHWEST CORNER OF PARK PLACE DIVISION NO. 3, INSTRUMENT NO. 1540907; THENCE ALONG THE WEST LINE OF SAID PARK PLACE DIVISION NO. 3, SOUTH 00°00'04" WEST 134.50 FEET TO THE NORTHEAST CORNER OF PARK PLACE DIVISION NO. 7, INSTRUMENT NO. 1724546; THENCE ALONG THE NORTH LINE OF SAID PARK PLACE DIVISION NO. 7 THE FOLLOWING EIGHT COURSES; (1) THENCE NORTH 89°44'41" WEST 47.19 FEET; (2) THENCE NORTH 89°31'22" WEST 105.60 FEET; (3) THENCE NORTH 00°29'39" EAST 15.47 FEET; (4) THENCE NORTH 89°30'21" WEST 70.00 FEET; (5) THENCE NORTH 89°01'49" WEST 136.68 FEET; (6) THENCE NORTH 00°00'50" WEST 62.01 FEET; (7) THENCE SOUTH 89°59'30" WEST 574.82 FEET; (8) THENCE NORTH 00°00'30" WEST 244.44 FEET TO THE **POINT OF BEGINNING**.

PARCEL CONTAINS 6.657 ACRES.

INTERIOR MONUMENT COMPLETION CERTIFICATE

PURSUANT TO THE REQUIREMENTS OF I.C. §50-1331, I.C. §50-1332, AND I.C. §50-1333, I CHRISTOPHER ADAMS, PLS 12457 CERTIFY THAT THE INTERIOR MONUMENTS SHALL BE SET IN ACCORDANCE WITH THE REQUIREMENTS OF I.C. §50-1303 WITHIN ONE CALENDAR YEAR OF THE RECORDING DATE OF THIS PLAT.

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 ROMRELL P.L.S. NO. 12223

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__.

PARK PLACE DEVELOPMENT, LLC

_____

TORY J. TAYLOR, MANAGING MEMBER

SURVEYOR'S CERTIFICATE

I, CHRISTOPHER ADAMS, A LICENSED PROFESSIONAL LAND SURVEYOR IN THE STATE OF IDAHO, DO HEREBY CERTIFY THAT THE SURVEY OF THIS SUBDIVISION, DESIGNATED AS PARK PLACE DIVISION NO. 8, 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.

OWNER'S DEDICATION

KNOW ALL MEN BY THESE PRESENTS: THAT THE UNDERSIGNED PARK PLACE DEVELOPMENT, LLC AN IDAHO LIMITED LIABILITY COMPANY, IS THE LAWFUL OWNER OF THE TRACT OF LAND INCLUDED WITHIN THE BOUNDARY DESCRIPTION SHOWN HEREON AND HAS CAUSED THE SAME TO BE PLATTED AND DIVIDED INTO BLOCKS, LOTS, AND STREETS, WHICH PLAT SHALL HEREAFTER BE KNOWN AS PARK PLACE DIVISION NO. 8, 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 GRANTS, CONVEYS AND FOREVER QUITCLAIMS TO THE CITY OF IDAHO FALLS, LOT 59, BLOCK 1, THAT OWNER ALSO DOES HEREBY GRANT AND CONVEY ALL PUBLIC UTILITY EASEMENTS FOREVER AS IRREVOCABLE PERMANENT NON-EXCLUSIVE PUBLIC UTILITY EASEMENTS AS SHOWN AND DESCRIBED HEREON.

OWNER OR ITS HEIRS, SUCCESSORS 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, SUCH RIGHT MAY BE EXERCISED WITHOUT PRIOR NOTICE TO OWNER OR ITS 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 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, AS THE CASE MAY BE, AGAINST SAID OWNER AND ITS HEIRS, SUCCESSORS AND ASSIGNS, AND AGAINST EVERY PERSON WHOMSOEVER WHO LAWFULLY HOLDS OR WHO LATER CLAIMS TO HAVE LAWFULLY HELD ANY RIGHTS IN SAID ESTATE AS OF THE DATE HEREOF.

IN WITNESS WHEREOF, OWNER HAS HEREUNTO SUBSCRIBED ITS SEAL AND SIGNATURE THIS _____DAY OF _____, 202____.

PARK PLACE DEVELOPMENT, LLC

_____

TORY J. TAYLOR, MANAGING MEMBER

ACKNOWLEDGMENT

STATE OF IDAHO)
:SS.
COUNTY OF BONNEVILLE)

ON THIS_____ DAY OF_____, 20___, BEFORE ME THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID STATE, PERSONALLY APPEARED TORY J. TAYLOR, KNOWN OR IDENTIFIED TO ME, TO BE THE MANAGING MEMBER OF PARK PLACE DEVELOPMENT, LLC, AND THE MANAGER WHO SUBSCRIBED SAID LIMITED LIABILITY COMPANY'S NAME TO THE FOREGOING OWNER'S DEDICATION AND THE DRINKING WATER SYSTEM CERTIFICATE AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME IN SAID LIMITED LIABILITY COMPANY'S NAME AS A PERSON AUTHORIZED TO BIND SUCH LIMITED LIABILITY COMPANY.

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

_____

NOTARY PUBLIC FOR THE STATE OF IDAHO
RESIDING IN BONNEVILLE COUNTY, IDAHO
COMMISSION EXPIRATION DATE: _____

PROFESSIONAL LAND SURVEYOR REGISTERED 12457 STATE OF IDAHO CHRISTOPHER ADAMS

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

Horrocks.

H:\2024\D-9201-24 RJT Park Place\Project Data\02 CAD\2-03 Sheet Files\Construction Drawings\FP_9201-24.dwg

STAFF REPORT
FINAL PLAT
Park Place Division No. 8
October 9, 2025

IDAHO FALLS
Community Development Services

Applicant: Horrocks Engineering

Owner/Developer: WT Development, LLC

Project Manager: Naysha Foster

Location: Generally, north of Bringham Dr, east of Butte Arm Canal, south of W 49th South, west of Gustafson Lateral.

Size: 6.657 acres
Lots: 26
Buildable: 25

Existing Zoning:
Site: R1
North: R1
South: R1
East: R1
West: R1

Existing Land Uses
Site: Vacant
North: Vacant
South: Residential
East: Residential
West: Residential

Future Land Use Map: Suburban

Attachments:
1. Subdivision and Zoning Ordinance Requirements
2. Maps and aerial photos
3. Final Plat

Requested Action: To approve the final plat for Park Place Division No 8.

History: This property was annexed in October 2003 with an initial zoning of R1, Multiple Dwelling Residential. A preliminary plat was approved in June of 2021.

Staff Comments: A final plat application was submitted on October 23, 2024.The final plat consists of 6.657 acres and a total of 26 lots with 25 buildable lots. A traffic impact study was completed with the preliminary plat. The final plat is consistent with the preliminary plat. The lots will access an internal street network of dedicated right-of-way. The block lengths are consistent with Section 10-1-5(G) of the Subdivision ordinance. Lot sizes meet the square footage requirement for the R1 Zone as provided in Section 11-3-4 of the Zoning Ordinance. The lots also meet the required street frontage of 50 feet which is also part of Section 11-3-4 of the Zoning Ordinance. The R1 Zone provides a residential zone primarily for single detached and attached dwelling units.

Staff Recommendation: Staff reviewed the final plat and finds that it is consistent with the Comprehensive Zoning and Subdivision Ordinance. Staff and the Planning and Zoning Commission recommend approval of the final plat.

Subdivision Ordinance: Boxes with an "X" indicated compliance with the ordinance.

REQUIREMENTS	Staff Review
Requirements listed in Section 10-1:	
Building envelopes sufficient to construct a building.	X
Lot dimensions conform to the minimum standards of Zoning Ordinance.	X
Lots have full frontage on, and access to, a dedicated street.	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 R3, inclusive, shall be a minimum of ten percent larger in area than the average area of all similarly zoned lots in the plat or subdivision under consideration.	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.	X
Planning Director to classify street on basis of zoning, traffic volume, function, growth, vehicular & pedestrian safety, and population density.	Tate Way, Kiah Lane and Maggie Drive are all local streets

Zoning Ordinance:

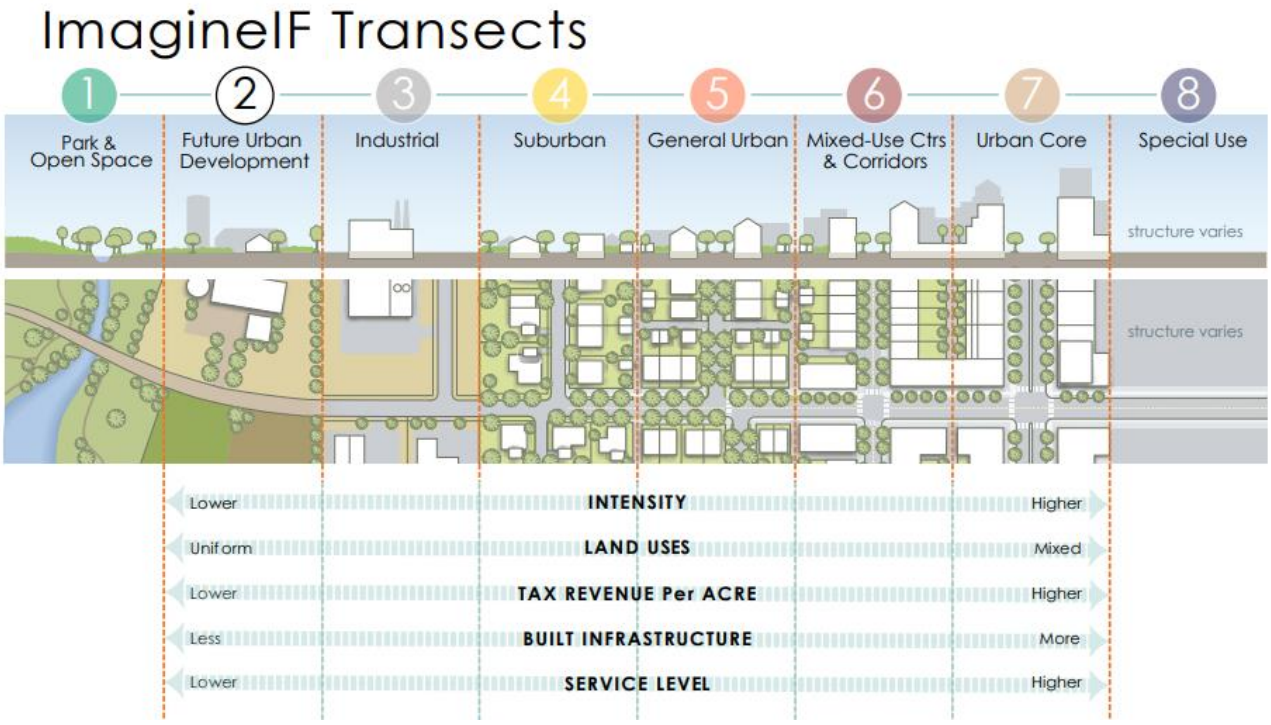
11-3-3: Purpose of Residential Zones

R1 Single Dwelling Residential Zone. This zone provides a residential zone which is representative of a less automobile-oriented, more walkable development pattern, characterized by somewhat smaller lot widths; and a somewhat denser residential environment than is characteristic of the RP Residential Park Zone. The principal uses in the R1 Residential Zone shall be single detached and attached dwelling units. This zone is also generally located near limited commercial services that provide daily household needs.

11-3-4: DIMENSIONAL STANDARDS FOR RESIDENTIAL ZONES.

Table 11-3-1: Dimensional Standards for Residential Zones

	RE	RP	R1	R2	TN	R3	R3A	RMH
Lot Area								
Lot Area Minimum in ft^2	1 acre*	12,000	7,000	6,000*	3,000*	5,000*	5,000	3,000
Lot Area Maximum in ft^2			13,500*					
Site Width								
Site Width at Front Setback, Minimum in ft.	150	60	50	50	25	50	50	25
Setbacks, Minimum in ft.								
Front	40	30*	25*	20*	15*	15	15	15
Front Maximum in ft.					20*			
Side	20	7.5/10*	6	6	5	6	6	5
Rear	40	25	25	25	10	25*	25*	10
Lot Coverage, Building Height, and Density								
Maximum Lot Coverage in %	30	40	40	80	50	80	80	50
Maximum Building Height in ft*	24	24	24	36	*			24
Maximum Density in gross units/acre	1	4	6	17	15	35	35	35





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

December 3, 2024 7:00 p.m. Planning Department

City Annex Council Chambers

MEMBERS PRESENT: Commissioners Glen Ogden, Dale Storer, Bill Scott, Forrest Ihler, Matthew Meehan.

MEMBERS ABSENT: Marsha McDaniel, Arnold Cantu.

ALSO PRESENT: Assistant Planning Director Kerry Beutler, David Peterson Planner, Naysha Foster Planner, Caitlin Long Planner, Jacob Beck, Esq, City Attorney, and interested citizens.

CALL TO ORDER: Ogden called the meeting to order at 7:00 p.m.

MINUTES: Ihler moved to accept the minutes of November 12, 2024, Storer seconded the motion. The motion passed unanimously.

Business:

4. PLT 24-054: FINAL PLAT FOR Park Place Division No. 8.

Applicant: Justin Scott, Horrocks Engineering 2194 Snake River Parkway, Idaho Falls, Idaho. Soctt indicated that division 8 will have access off of Maggie Drive. Division 8 has 6.7 acres with a total of 26 lots, with 25 buildable. 1 lot will be a canal lot that will be dedicated to the City. Scott stated that traffic connects onto Maggie and sewer will loop through and connect to Division No. 7 off of Mcray Drive. All lots comply with the R1 zone.

Foster presented the staff report, a part of the record.

Ogden asked if the common lot is the far west lot. Foster showed on the map where the canal lot is located. Beutler indicated that the canal shows in the Connecting Communities and that reserves right of way for future connection.

Scott indicated that Maggie and Tate Way extend to the north, and all traffic will go to 65th via Maggie. Foster stated that they don't know of anything developing further north, and if there is they would require some sort of street network to connect.

Storer moved to recommend to the Mayor and City Council approval of the Final Plat for Park Place Division No. 8, Ihler seconded the motion. Ogden called for roll call vote: 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 OF PARK PLACE DIVISION NO 8, GENERALLY LOCATED NORTH OF BRINGHAM DRIVE, EAST OF BUTTE ARM CANAL, SOUTH OF W 49TH SOUTH, WEST OF GUSTAFSON LATERAL.

WHEREAS, the applicant filed an application for a final plat on October 23, 2024; and

WHEREAS, this matter came before the Idaho Falls Planning and Zoning Commission during a duly noticed public meeting on December 3, 2024; and

WHEREAS, this matter came before the Idaho Falls City Council during a duly noticed public meeting on October 9, 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 approximately 6.657 acres of land located north of Bringham Dr, east of Butte Arm Canal, south of W 49th S, west of Gustafson Canal.
3. The final plat includes 25 buildable lots and 1 common lot.
4. Subdivision lots will access internal dedicated local streets.
5. The plat complies with all requirements of the Subdivision Ordinance and is consistent with the preliminary plat.
6. The proposed development is consistent with the principles of the City's Comprehensive Plan and the requirements of the R1, Single Dwelling Residential Zone.

II. DECISION

Based on the above Reasoned Statement of Relevant Criteria, the City Council of the City of Idaho Falls approved the Final Plat.

PASSED BY CITY COUNCIL OF THE CITY OF IDAHO FALLS

THIS _____ DAY OF October, 2025

_____

Rebecca L. Noah Casper-Mayor

DEVELOPMENT AGREEMENT
PARK PLACE DIVISION NO. 8

This DEVELOPMENT AGREEMENT RIVER HOLLOW AT PARK PLACE DIVISION NO. 8 ("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 PARK PLACE DEVELOPMENT, LLC, whose mailing address is 3968 East Sunnyside Road, #4B, 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 DEVELOPER employs ten (10) or more persons, DEVELOPER 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

PARK PLACE DEVELOPMENT, LLC

By _____
Tory Taylor

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.

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

STATE OF IDAHO)
) ss:
County of Bonneville)

On this 17th day of September, 2025, before me, the undersigned, a notary public, in and for said State, personally appeared Tory Taylor, 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.

BROOKLYN SOMMER NOTARY PUBLIC MY COMMISSION EXPIRES 10-16-2030 STATE OF IDAHO COMMISSION NUMBER 20243774
(Seal)

Brooklyn Sommer
Notary Public of Idaho
Residing at: Bonneville County, ID
My Commission Expires: 10-16-2030

EXHIBIT "A"
PROPERTY

LEGAL DESCRIPTION
PARK PLACE DIVISION NO. 8

A PARCEL OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 1, TOWNSHIP 1 NORTH, RANGE 37 EAST, BOISE MERIDIAN, BONNEVILLE COUNTY, IDAHO MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 1, BEING MARKED BY A 1 INCH ALUMINUM CAP STAMPED PLS 827 AS SHOWN ON CORNER PERPETUATION AND FILING, INSTRUMENT NO. 1634072; THENCE ALONG THE MERIDIONAL LINE OF SAID SECTION 1, NORTH 00°00'30" WEST 2270.50 FEET TO THE NORTHWEST CORNER OF PARK PLACE DIVISION NO. 7, INSTRUMENT NO. 1724546; THENCE ALONG THE NORTH LINE OF SAID PARK PLACE DIVISION NO. 7 THE FOLLOWING FIVE COURSES; (1) SOUTH 89°01'49" EAST 130.02 FEET; (2) NORTH 00°00'30" WEST 21.48 FEET; (3) NORTH 89°59'30" EAST 60.00 FEET; (4) SOUTH 89°24'16" EAST 130.01 FEET; (5) SOUTH 00°00'30" EAST 57.31 FEET TO THE **POINT OF BEGINNING**; THENCE NORTH 89°59'30" EAST 124.79 FEET; THENCE NORTH 00°00'50" WEST 48.77 FEET; THENCE SOUTH 89°19'29" EAST 168.83 FEET; THENCE NORTH 00°35'44" EAST 42.55 FEET; THENCE SOUTH 89°13'02" EAST 295.91 FEET; THENCE NORTH 23°01'39" EAST 10.99 FEET; THENCE SOUTH 66°58'19" EAST 27.27 FEET; THENCE SOUTH 00°58'11" WEST 44.82 FEET; THENCE SOUTH 89°01'54" EAST 109.17 FEET; THENCE SOUTH 74°09'59" EAST 60.00 FEET TO A POINT OF NON-TANGENCY OF A 170.00 FOOT RADIUS CURVE CONCAVE TO THE SOUTHEAST OF WHICH RADIUS BEARS SOUTH 74°09'58" EAST; THENCE SOUTHWEST 45.51 FEET ALONG THE ARC OF SAID 170.00 FOOT RADIUS CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 15°20'21" AND A LONG CHORD THAT BEARS SOUTH 08°09'50" WEST 45.38 FEET; THENCE SOUTH 00°29'39" WEST 0.52 FEET; THENCE SOUTH 89°30'21" EAST 153.68 FEET; THENCE SOUTH 53°08'34" EAST 25.82 FEET TO THE CENTERLINE OF THE GUSTAFSON LATERAL; THENCE ALONG SAID CENTERLINE, SOUTH 44°15'59" WEST 53.89 FEET; THENCE CONTINUING ALONG SAID CENTERLINE, SOUTH 05°44'09" WEST 112.45 FEET; THENCE SOUTH 89°19'47" EAST 29.72 FEET TO THE NORTHWEST CORNER OF PARK PLACE DIVISION NO. 3, INSTRUMENT NO. 1540907; THENCE ALONG THE WEST LINE OF SAID PARK PLACE DIVISION NO. 3, SOUTH 00°00'04" WEST 134.50 FEET TO THE NORTHEAST CORNER OF PARK PLACE DIVISION NO. 7, INSTRUMENT NO. 1724546; THENCE ALONG THE NORTH LINE OF SAID PARK PLACE DIVISION NO. 7 THE FOLLOWING EIGHT COURSES; (1) THENCE NORTH 89°44'41" WEST 47.19 FEET; (2) THENCE NORTH 89°31'22" WEST 105.60 FEET; (3) THENCE NORTH 00°29'39" EAST 15.47 FEET; (4) THENCE NORTH 89°30'21" WEST 70.00 FEET; (5) THENCE NORTH 89°01'49" WEST 136.68 FEET; (6) THENCE NORTH 00°00'50" WEST 62.01 FEET; (7) THENCE SOUTH 89°59'30" WEST 574.82 FEET; (8) THENCE NORTH 00°00'30" WEST 244.44 FEET TO THE **POINT OF BEGINNING.**

PARCEL CONTAINS 6.657 ACRES.

EXHIBIT "B"
SPECIAL CONDITIONS

PARK PLACE DIVISION NO. 8

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 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 Fifteen Thousand Four Hundred Fifty-Seven Dollars and Forty Cents ($15,457.40) (5068 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. 3.00 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. Wherein CITY, through Idaho Falls Power, currently serves the existing irrigation pump, no "buy-out" will be required in Park Place Division 8.

S.C. 4.00 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. 5.00 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 CITY.

Memorandum

File #: 25-396 **City Council Meeting**

FROM: Wade Sanner, Director
DATE: Tuesday, September 30, 2025
DEPARTMENT: Community Development Services

Subject
Final Plat and Reasoned Statement of Relevant Criteria and Standards, R&V Addition Division No. 2, First Amended

Council Action Desired
☐ Ordinance ☐ Resolution ☐ Public Hearing
☒ Other Action (Approval, Authorization, Ratification, etc.)
1. Accept or Approve the Final Plat for R&V Addition Division No. 2, First Amended and give authorization for the Mayor, City Engineer, and City Clerk to sign said Final Plat (or take other action deemed appropriate).

2. Approve the Reasoned Statement of Relevant Criteria and Standards for the Final Plat for R&V Addition Division No. 2, First Amended and give authorization for the mayor to execute the necessary documents (or take other action deemed appropriate).

Description, Background Information & Purpose
Attached is the application for the Final Plat and Reasoned Statement of Relevant Criteria and Standards for R&V Addition Division No. 2, First Amended. On July 1, 2025, The Planning and Zoning Commission voted to recommend approval of the final plat to the Mayor and City Council as presented.

Alignment with City & Department Planning Objectives



☐ ☒ ☒ ☐ ☒ ☐ ☐ ☐

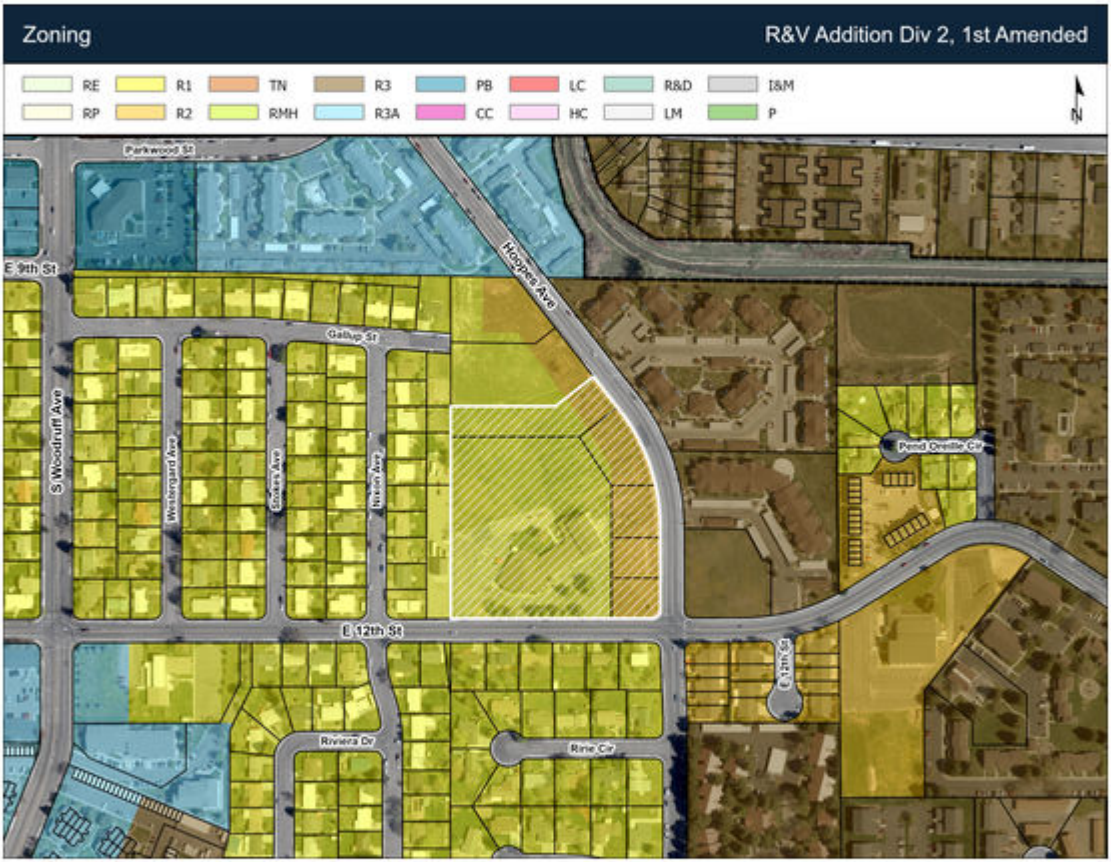
A successful Plat should be consistent with the Comprehensive Plan and Zoning Ordinance, which includes policies and goals related to Growth, Sustainability, Transportation, and Livable Communities.

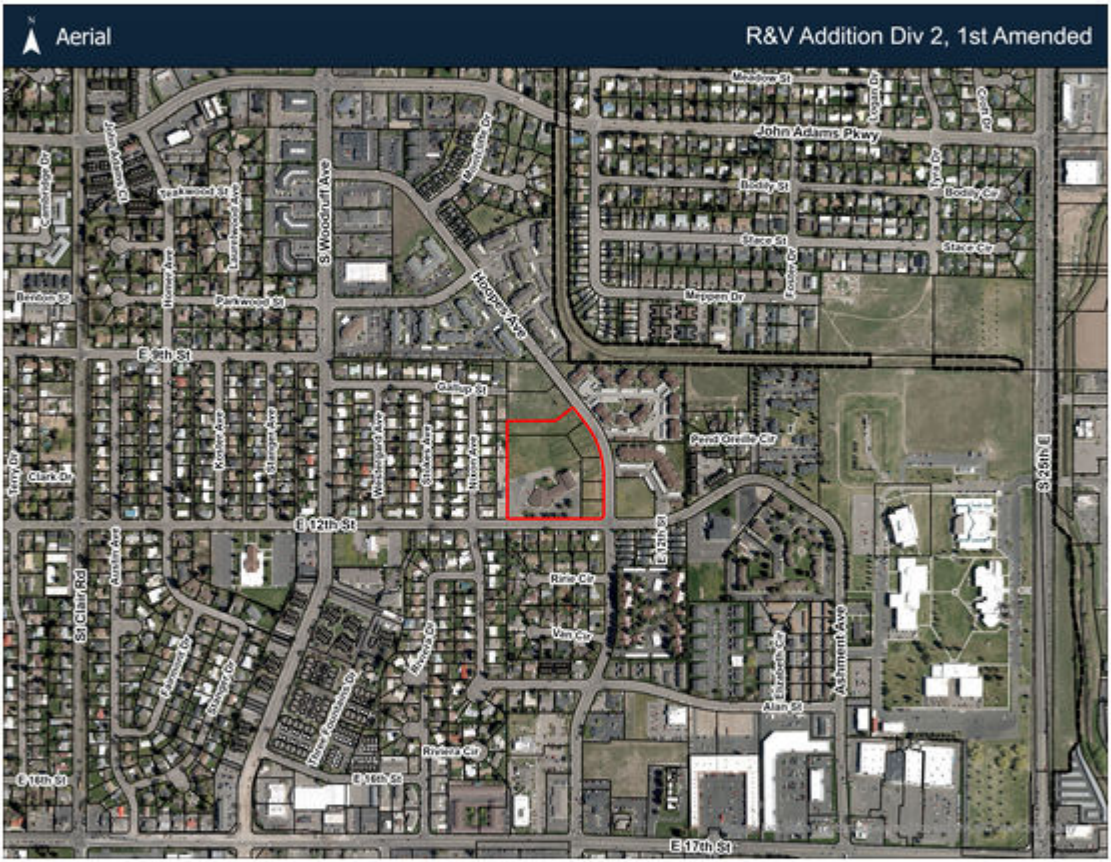
Interdepartmental Coordination
The Final Plat was reviewed by staff from Fire, Idaho Falls Power, BMPO, as well as the Water, Planning, Wastewater, and Engineering/Survey Divisions.

Fiscal Impact
NA

Legal Review

This application, as reviewed by the Legal Department, is found to be consistent with applicable law.

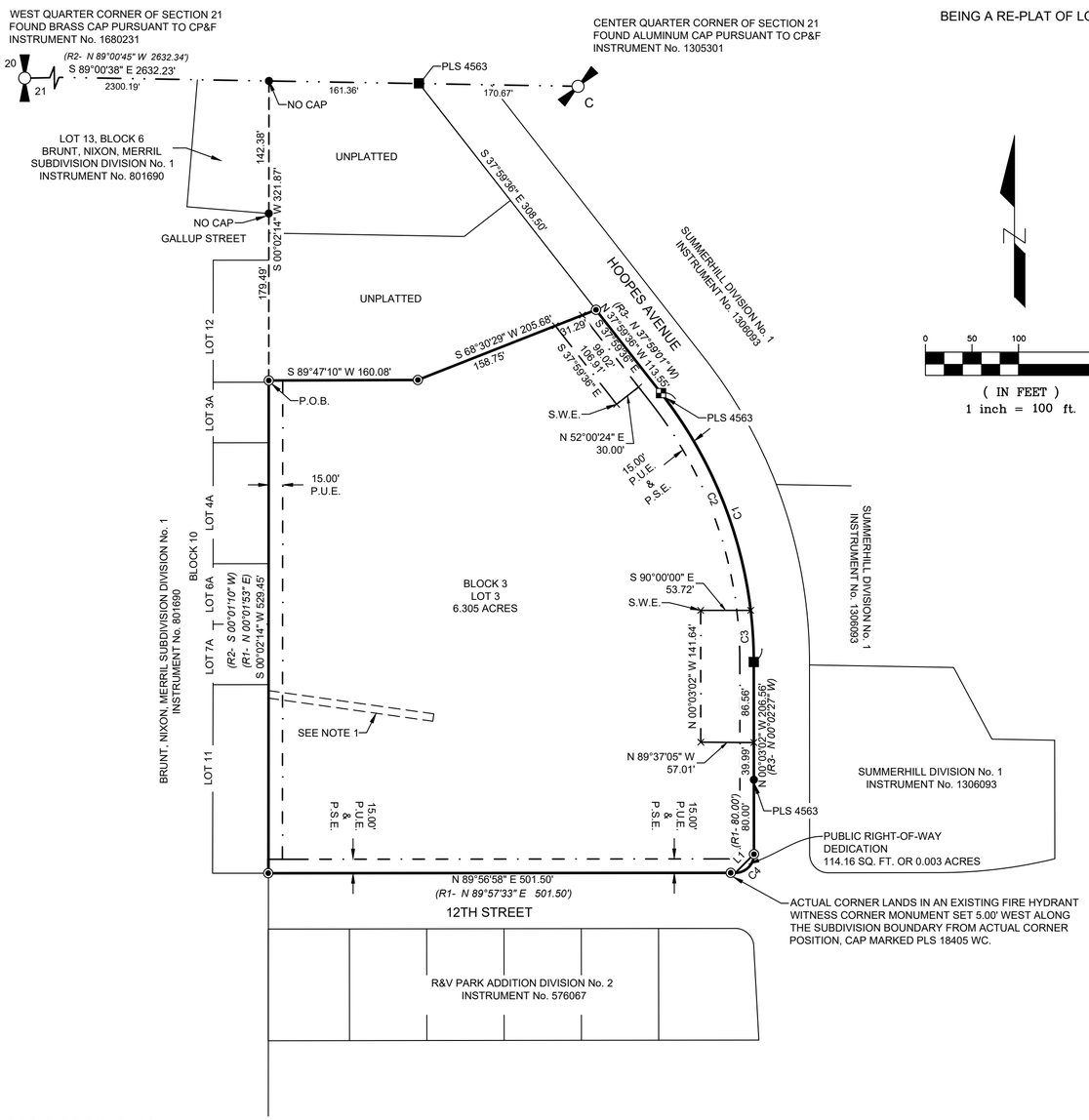

Zoning
R&V Addition Div 2, 1st Amended
RE
R1
TN
R3
PB
LC
R&D
I&M
RP
R2
RMH
R3A
CC
HC
LM
P
N
Parkwood St
E 9th St
Hoopes Ave
Gallup St
S Woodruff Ave
Westergard Ave
Stokes Ave
Nelson Ave
Pend Oreille Cir
E 12th St
E 12th Ct
Riviera Dr
Rinie Cir

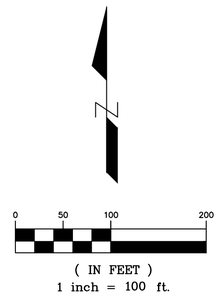

Aerial
R&V Addition Div 2, 1st Amended
John Adams Pkwy
Meadow St
Logan Dr
Cleo Dr
Bixby St
Bixby Cir
Stace St
Stace Cir
Mespen Dr
Foster Dr
Hooper Ave
S Woodruff Ave
Tea Atwood St
Parkwood St
Bendon St
Cambridge Dr
Hoover Ave
Dawn Wood Ave
Abercrombie Dr
E 9th St
Gallup St
Pend Oreille Cir
E 12th St
E 12th St
Clark Dr
Cherry Dr
Kroeker Ave
Strange Ave
Woodward Ave
Shakes Ave
Nixon Ave
St Clair Rd
Austin Ave
Rima Cir
Vera Cir
Ashment Ave
Elizabeth Ct
Alan St
Riviera Cir
E 14th St
E 16th St
E 17th St
S 24th E

R & V PARK ADDITION, DIVISION No. 2 FIRST AMENDED

A SUBDIVISION OF THE CITY OF IDAHO FALLS, BONNEVILLE COUNTY, IDAHO

BEING A RE-PLAT OF LOTS 1 AND 2, BLOCK 3 OF R&V PARK ADDITION DIV. No. 2 FILED AS INSTRUMENT No. 576067 AND PORTIONS OF UNPLATTED PROPERTY LOCATED IN THE SOUTH 1/2 OF SECTION 21, TOWNSHIP 2 NORTH, RANGE 38 EAST, B.M.





LEGEND

C	PLSS SECTION CONTROL (AS NOTED)
■	FOUND 5/8" REBAR WITH NO CAP (UNLESS OTHERWISE NOTED)
●	FOUND 1/2" REBAR AS NOTED
■	FOUND 1/2" REBAR AS NOTED, REPLACED WITH 5/8" REBAR WITH PLASTIC CAP STAMPED PLS 18405
◉	SET 5/8" REBAR WITH PLASTIC CAP STAMPED PLS 18405
○	SET 1/2" REBAR WITH PLASTIC CAP STAMPED PLS 18405
×	CALCULATED POINT (NOTHING FOUND, NOTHING SET)
———	SUBDIVISION BOUNDARY
———	LOT LINE
— — —	EASEMENT (AS NOTED)
— — —	EXISTING EASEMENT
———	ADJOINING BOUNDARY LINE
— · — · —	SECTION LINE
P.U.E.	PUBLIC UTILITY EASEMENT
P.S.E.	PUBLIC SIDEWALK EASEMENT
S.W.E.	PUBLIC STORM WATER EASEMENT
CP&F	CORNER PERPETUATION AND FILING
P.O.B.	POINT OF BEGINNING
(R1-)	RECORD INFORMATION FROM R & V PARK ADDITION DIV No. 2 INSTRUMENT No. 576067
(R2-)	RECORD INFORMATION FROM BRUNT, NIXON, MERRILL SUBDIVISION DIV No. 1 INSTRUMENT No. 801690
(R3-)	RECORD INFORMATION FROM SUMMERHILL DIV No. 1 INSTRUMENT No. 1306093

SURVEYOR'S NARRATIVE

THIS SURVEY WAS MADE AT THE REQUEST OF HOPE LUTHERAN CHURCH WITH THE INTENTIONS OF CREATING A 1 LOT PLAT.

THE NORTH BOUNDARY WAS DETERMINED BY HOPE LUTHERAN CHURCH. THE EAST BOUNDARY WAS DETERMINED BY FOUND MONUMENTS AND RECORD INFORMATION FROM SUMMERHILL DIVISION No. 1 FILED AS INSTRUMENT No. 1306093. THE SOUTH BOUNDARY WAS DETERMINED BY FOUND MONUMENTS AND RECORD INFORMATION FROM R & V PARK ADDITION DIVISION No. 2 FILED AS INSTRUMENT No. 576067, AS WELL AS THE BACK OF SIDEWALK RUNNING ALONG THE NORTH SIDE OF 12TH STREET. THE WEST BOUNDARY WAS DETERMINE BY FOUND MONUMENTS AND RECORD INFORMATION FROM R & V PARK ADDITION DIVISION No. 2 FILED AS INSTRUMENT No. 576067 AND BRUNT, NIXON, MERRILL SUBDIVISION DIVISION No. 1 FILED AS INSTRUMENT No. 801690. THIS RESOLUTION ALSO AGREED WELL WITH THE EXISTING FENCE LINE.

BASIS OF BEARING

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.

REFERENCES:

1) DEED INSTRUMENT No. 907598
2) DEED INSTRUMENT No. 954193
3) DEED INSTRUMENT No. 992489
4) DEED INSTRUMENT No. 1013298
5) DEED INSTRUMENT No. 1098913
6) DEED INSTRUMENT No. 1139978
7) DEED INSTRUMENT No. 1286807
8) DEED INSTRUMENT No. 1603801
9) PLAT R&V PARK ADDITION DIVISION No. 2 INSTRUMENT No. 576067
10) PLAT SUMMERHILL DIVISION No. 1 INSTRUMENT No. 1306093
11) PLAT BRUNT, NIXON, MERRILL SUBDIVISION DIVISION No. 1 INSTRUMENT No. 801690
12) RECORD OF SURVEY INSTRUMENT No. 914987
13) RECORD OF SURVEY INSTRUMENT No. 1755720
14) QUITCLAIM DEED INSTRUMENT No. 954193

LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	N 44°56'58" E	28.28'

CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	CHORD DIRECTION	CHORD LENGTH
C1	311.24'	470.00'	37°56'32"	N 19°01'21" W	305.59'
C2	255.66'	470.00'	31°09'57"	N 22°24'39" W	252.52'
C3	55.59'	470.00'	6°46'35"	S 03°26'23" E	55.56'
C4	31.42'	20.00'	90°00'00"	N 44°56'58" E	28.28'

REFERENCE CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	CHORD DIRECTION	CHORD LENGTH
(R1-C1)	311.25'	470.00	37°56'33"	S 19°00'44" E	325.59'
(R1-C4)	31.42	20.00'	90°00'00"	----------	28.28'

NOTES:

1) EXISTING 8' (FOOT) WIDE CITY OF IDAHO FALLS EASEMENT PURSUANT TO INSTRUMENT No. 593087, DATED: SEPT. 5, 1980

PROFESSIONAL LAND SURVEYOR
LICENSED
18405
STATE OF IDAHO
CARDON T. PAYNE

IDAHO FALLS, ID	
DRAWN BY: SE	REVIEWED BY: CTP
JOB NO: 24-077	DATE: September 19, 2025

CONNECT ENGINEERING
The Civil Connection
2295 N YELLOWSTONE HWY, UNIT 6,
IDAHO FALLS, ID 83401
208.881.0081

FIRST AMENDED OF
R & V PARK ADDITION
DIVISION NO. 2

1 OF 2 SHEETS

R & V PARK ADDITION, DIVISION No. 2 FIRST AMENDED

A SUBDIVISION OF THE CITY OF IDAHO FALLS, BONNEVILLE COUNTY, IDAHO

BEING A RE-PLAT OF LOTS 1 AND 2, BLOCK 3 OF R&V PARK ADDITION DIV. No. 2 FILED AS INSTRUMENT No. 576067 AND PORTIONS OF UNPLATTED PROPERTY LOCATED IN THE SOUTH 1/2 OF SECTION 21, TOWNSHIP 2 NORTH, RANGE 38 EAST, B.M.

OWNERS' DEDICATION

KNOW ALL MEN BY THESE PRESENTS: THAT THE UNDERSIGNED, HOPE LUTHERAN CHURCH AND SCHOOL OF IDAHO FALLS, INC, AN IDAHO NONPROFIT 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 AND LOTS, WHICH PLAT SHALL HEREAFTER BE KNOWN AS R & V PARK ADDITION, DIVISION NO. 2 FIRST AMENDED, A SUBDIVISION OF THE CITY OF IDAHO FALLS, IDAHO, BONNEVILLE COUNTY, IDAHO.

BE IT FURTHER KNOWN, THAT THE 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, OR ITS HEIRS, SUCCESSORS 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, SUCH RIGHT MAY BE EXERCISED WITHOUT PRIOR NOTICE TO OWNER OR ITS 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 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, AS THE CASE MAY BE, AGAINST SAID OWNER AND ITS HEIRS, SUCCESSORS AND ASSIGNS, AND AGAINST EVERY PERSON WHOMSOEVER WHO LAWFULLY HOLDS OR WHO LATER CLAIMS TO HAVE LAWFULLY HELD ANY RIGHTS IN SAID ESTATE AS OF THE DATE HEREOF.

IN WITNESS WHEREOF, OWNER HAS HEREUNTO SUBSCRIBED ITS SEAL AND SIGNATURE THIS _____DAY OF _____, 202____.

BY: HOPE LUTHERAN CHURCH AND SCHOOL OF IDAHO FALLS, INC.

_____
AARON MIAULLIS - PRESIDENT

ACKNOWLEDGMENT

STATE OF IDAHO)
COUNTY OF _____) SS.

ON THIS _____DAY OF _____, 20___, BEFORE ME THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID STATE, PERSONALLY APPEARED AARON MIAULLIS, KNOWN OR IDENTIFIED TO ME, TO BE THE PRESIDENT OF THE IDAHO CORPORATION, HOPE LUTHERAN CHURCH AND SCHOOL OF IDAHO FALLS, INC., AND THE OFFICER WHO SUBSCRIBED SAID CORPORATION'S NAME TO THE FOREGOING OWNER'S DEDICATION, PREVIOUSLY PLATTED EASEMENTS VACATION CERTIFICATE, AND THE DRINKING WATER SYSTEM CERTIFICATE AND ACKNOWLEDGED TO ME THAT HE IS AUTHORIZED TO EXECUTE THE SAME FOR AND ON THE 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.

NOTARY PUBLIC FOR THE STATE OF IDAHO:_____

RESIDING AT:_____

MY COMMISSION EXPIRES ON:_____

PREVIOUSLY PLATTED EASEMENTS VACATION CERTIFICATE

THE OWNER DOES HEREBY CERTIFY THAT THE REQUIREMENTS OF I.C. §50-1306A(5) HAVE BEEN COMPLIED WITH IN ORDER TO VACATE ALL OF THE FOLLOWING EASEMENTS OF RECORD WITHIN BLOCK 3 OF THE PLAT BOUNDARY:

1.) ALL UNDERLYING UTILITY EASEMENTS WITHIN BLOCK 3 GRANTED BY R & V PARK ADDITION, DIVISION NO. 2, A SUBDIVISION OF THE CITY OF IDAHO FALLS, FILED WITH THE OFFICE OF THE RECORDER FOR BONNEVILLE COUNTY, IDAHO AS INSTRUMENT NUMBER 576067, DATED: 11-15-1979.

THE VACATED EASEMENTS LISTED HAS BEEN REMOVED FROM THIS DRAWING. ALL OTHER EXISTING EASEMENTS SHOWN HEREON ARE STILL ACTIVE AND VALID.
UPON APPROVAL BY THE CITY OF IDAHO FALLS, EXECUTION AND RECORDING OF THIS DOCUMENT, THE SAID EASEMENTS SHALL BE VACATED WITHOUT FURTHER FUNCTION OF LAW.
IN WITNESS WHEREOF, OWNER HAS HEREUNTO SUBSCRIBED ITS SEAL AND SIGNATURE THIS _____ DAY OF 2025.

BY: HOPE LUTHERAN CHURCH AND SCHOOL OF IDAHO FALLS, INC.

_____
AARON MIAULLIS - PRESIDENT

BOUNDARY DESCRIPTION

BEING LOTS 1 & 2, BLOCK 3 OF R & V PARK ADDITION, DIVISION NO. 2, FILED IN THE OFFICE OF THE BONNEVILLE COUNTY RECORD AS INSTRUMENT No. 576067, AND A PARCEL OF LAND IN THE SOUTH HALF OF SECTION 21, TOWNSHIP 2 NORTH, RANGE 38 EAST OF THE BOISE MERIDIAN BEING FURTHER DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST QUARTER CORNER OF SECTION 21 OF TOWNSHIP 2 NORTH, RANGE 38 EAST OF THE BOISE MERIDIAN (FROM WHICH THE CENTER QUARTER CORNER BEARS S 89°00'38" E 2632.23') THENCE S 89°00'38" E 2300.19' ALONG THE LATITUDINAL CENTERLINE OF THE SAID SECTION 21 TO THE NORTHEAST CORNER OF BRUNT, NIXON, MERRILL SUBDIVISION DIVISION No. 1 FILED AS INSTRUMENT No. 801690; THENCE S 00°02'14" W 321.87' ALONG THE EAST BOUNDARY LINE OF THE SAID BRUNT, NIXON, MERRILL SUBDIVISION DIVISION No. 1 TO A POINT ON THE EAST BOUNDARY LINE OF SAID BRUNT, NIXON, MERRILL SUBDIVISION, SAID POINT BEING THE **POINT OF BEGINNING**;

THENCE S 00°02'14" W 529.45 FEET ALONG SAID EAST LINE TO THE SOUTHEAST CORNER OF LOT 11, BLOCK 10, SAID BRUNT, NIXON, MERRILL SUBDIVISION, SAID POINT ALSO BEING THE SOUTHWEST CORNER OF BLOCK 3, LOT 1 OF R & V PARK ADDITION, DIVISION NO. 2, AN ADDITION TO THE CITY OF IDAHO FALLS, BONNEVILLE COUNTY, IDAHO, INSTRUMENT NO. 576067;

THENCE ALONG THE BOUNDARY LINE OF SAID DIVISION NO. 2 THE FOLLOWING THREE (3) COURSES:

1. N 89°56'58" E 501.50 TO THE SOUTHEAST CORNER OF LOT 2, BLOCK 3, SAID R & V PARK ADDITION, SAID POINT BEING A POINT OF CURVE HAVING A RADIUS OF 20.00 FEET AND A CHORD THAT BEARS N 44°56'58" E 28.28 FEET;
2. TO THE LEFT ALONG SAID CURVE 31.42 FEET THROUGH A CENTRAL ANGLE OF 90°00'00" TO A POINT ON THE EAST BOUNDARY LINE OF SAID LOT 2 AND THE WESTERLY RIGHT-OF-WAY OF HOOPES AVENUE;
3. N 00°03'02"W ALONG SAID EAST LINE OF SAID LOT 2, BLOCK 3 AND THE WEST BOUNDARY LINE OF SUMMERHILL DIVISION NO. 1 RECORDED IN BONNEVILLE COUNTY AS INSTRUMENT No. 1306093 ALSO BEING THE WESTERLY RIGHT-OF-WAY OF HOOPES AVENUE FOR 206.56 FEET TO A CURVE HAVING A RADIUS OF 470.00 FEET AND A CHORD THAT BEARS N 19°01'21" W 305.59 FEET;

THENCE TO THE LEFT ALONG SAID SUMMERHILL DIVISION No. 1 AND SAID RIGHT-OF-WAY CURVE 311.24 FEET THROUGH A CENTRAL ANGLE OF 37°56'32";

THENCE N 37°59'36"W 113.55 FEET ALONG THE SAID WESTERLY RIGHT-OF-WAY OF HOOPES AVENUE;

THENCE S 68°30'29" W 205.68 FEET;

THENCE S 89°47'10"W 160.08 FEET TO THE **POINT OF BEGINNING**.

DESCRIPTION CONTAINS 6.308 ACRES MORE OR LESS

TREASURER'S CERTIFICATE

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

_____
BONNEVILLE COUNTY TREASURER DATE

RECORDER'S CERTIFICATE

I HEREBY CERTIFY THAT THE FOREGOING PLAT OF R & V PARK ADDITION, DIVISION NO. 2 FIRST AMENDED, WAS FILED IN THE OFFICE OF THE RECORDER OF BONNEVILLE COUNTY, IDAHO

_____
BONNEVILLE COUNTY RECORDER DATE

CITY'S ACCEPTANCE

THE ACCOMPANYING PLAT WAS DULY ACCEPTED AND APPROVED AND THE GRANTS AND DEDICATIONS ARE HEREBY ACCEPTED BY THE CITY COUNCIL OF IDAHO FALLS ADOPTED THIS _____ DAY OF _____, 2025.

_____ _____
MAYOR CITY CLERK

_____ _____
CITY ENGINEER CITY SURVEYOR
JONATHAN W. KNOWLES PE 14787 KENNETH BALDWIN ROBERTS, PLS 9755

DRINKING WATER 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 _____, 20____ .

_____
HOPE LUTHERAN CHURCH AND SCHOOL OF IDAHO FALLS INC.
AARON MIAULLIS - PRESIDENT

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.

_____
BONNEVILLE COUNTY SURVEYOR, DAVID D. ROMRELL, PLS 12223 DATE

HEALTH DEPARTMENT CERTIFICATE OF APPROVAL

SANITARY RESTRICTIONS AS REQUIRED BY I.C. §50-1326 HAVE BEEN SATISFIED BASED ON DEPARTMENT OF ENVIRONMENTAL QUALITY REVIEW AND APPROVAL FOR THE DESIGN PLANS AND SPECIFICATIONS AND THE CONDITIONS IMPOSED ON THE DEVELOPER FOR CONTINUED SATISFACTION OF SANITARY RESTRICTIONS. WATER AND SEWER LINES HAVE BEEN COMPLETED AND SERVICES CERTIFIED AS AVAILABLE. SANITARY RESTRICTIONS MAY BE REIMPOSED, IN ACCORDANCE WITH I.C. §50-1326, BY THE ISSUANCE OF A CERTIFICATE OF DISAPPROVAL.

EASTERN IDAHO PUBLIC HEALTH DEPARTMENT

_____
ENVIRONMENTAL HEALTH SPECIALIST DATE

IRRIGATION WATER RIGHTS STATEMENT

THE PROPERTY INCLUDED WITHIN THIS PLAT (LOT 1 AND LOT 2, BLOCK 3, R & V PARK ADDITION, DIVISION NO. 2 HAVE BEEN REMOVED FROM ALL FUTURE IRRIGATION WATER RIGHTS.

DATE: 04-11-2018 INSTRUMENT NO. 1581437

WATER RIGHTS AND ASSESSMENT OBLIGATIONS ARE NOT APPURTENANT TO THE REST OF THE LANDS INCLUDED WITHIN THIS PLAT. LOTS WITHIN THIS SUBDIVISION WILL NOT RECEIVE WATER RIGHT.

FLOOD PLAIN DESIGNATION

ZONE X PER FLOOD INSURANCE RATE MAP COMMUNITY-PANEL NUMBER 1600270235D, EFFECTIVE DATE APRIL 2, 2002.

SURVEYOR'S CERTIFICATE

I, CARDON T. PAYNE, A LICENSED PROFESSIONAL LAND SURVEYOR IN THE STATE OF IDAHO, DO HEREBY CERTIFY THAT THE SURVEY OF THIS SUBDIVISION, DESIGNATED AS R & V PARK ADDITION , DIVISION NO. 2 FIRST AMENDED, 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.

_____
CARDON T. PAYNE, PLS 18405

PROFESSIONAL LAND SURVEYOR LICENSED 18405 STATE OF IDAHO CARDON T. PAYNE

IDAHO FALLS, ID	
DRAWN BY: SE	REVIEWED BY: CTP
JOB NO: 24-077	DATE: September 19, 2025

CONNECT ENGINEERING
The Civil Connection
2295 N YELLOWSTONE HWY, UNIT 6,
IDAHO FALLS, ID 83401
208.881.0081

FIRST AMENDED OF
R & V PARK ADDITION
DIVISION NO. 2

2 OF 2 SHEETS

STAFF REPORT

FINAL PLAT
R & V ADDITION DIVISION NO. 2, FIRST AMENDED

October 9, 2025

IDAHO FALLS

Community Development Services

Applicant: Connect Engineering

Project Manager: David Peterson

Property Owner: Hope Lutheran Church

Location: Generally located north of E 12th St, east of Nixon Ave, south of Gallup St and west of Hoopes Ave.

Size: Approx. 6.308 acres
Lots: 1
Buildable: 1

Existing Zoning:
Site: R1, R2
North: R1, R2
South: R1
East: R3
West: R1

Existing Land Uses:
Site: Religious Institution
North: Vacant
South: Residential
East: Residential
West: Residential

Future Land Use Map:
General Urban

Attachments:
1. Subdivision and Zoning Ordinance Requirements
2. Comprehensive Plan Policies
3. Maps and aerial photos
4. Final Plat

Requested Action: To **approve** the final plat of R & V Addition Division No. 2, First Amended by the Mayor and City Council.

History: The property was annexed into the City in 1958 and 1979 with an initial zoning of R-1 and R-2. Several Conditional Use Permits (CUPs) have been granted for the use of Hope Lutheran Church. The most recent CUP was approved this year for the expansion of the existing school. A preliminary plat showing the connection of Gallup St to Hoopes Ave was also approved earlier this year. Those improvements will be constructed as part of a future phase.

Staff Comments: The plat consists of 1 buildable lot of approximately 6.308 acres of land. The existing accesses along E 12th St will be utilized for access to the subdivision.

The proposed lot meets the requirements of the Comprehensive Zoning Code and the Subdivision Ordinance. Corner lots are exempt from the maximum lot size found in the R1, Single Dwelling Residential Zone.

The Comprehensive Plan identifies this area as General Urban, which denotes residential areas with a mix of commercial and service uses convenient to residents.

Staff Recommendation: Staff has reviewed the final plat and finds that it is consistent with the Comprehensive Plan and complies with the requirements of the Subdivision and Comprehensive Zoning Ordinances. Staff recommends approval of the final plat for R & V Addition Division No. 2, First Amended.

Transportation Plan: Major Collectors – E 12th St, Hoopes Ave

Subdivision Ordinance: Boxes with an "X" indicated compliance with the ordinance

REQUIREMENTS	Staff Review
Requirements listed in Section 10-1:	X
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 require 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.	X
Planning Director to classify street on basis of zoning, traffic volume, function, growth, vehicular & pedestrian safety, and population density.	No new streets

Section 10-1-9A

(4) If the number of **residential** buildable lots has increased more than five percent (5%) within any proposed division or if roadway patterns have been modified within the preliminary plat, the Final Plat shall be determined **not** to be consistent with the Preliminary Plat.

(9) If the final plat conforms to the provisions of this Chapter and all other applicable State or Federal laws, or local ordinances, the Council shall approve the final plat and authorize the Mayor and Clerk to sign the original plat.

Zoning Ordinance:

11-3-3: PURPOSE OF RESIDENTIAL ZONES.

(C) R1 Single Dwelling Residential Zone. This zone provides a residential zone which is representative of a less automobile-oriented, more walkable development pattern, characterized by somewhat smaller lot widths; and a somewhat denser residential environment than is characteristic of the RP, Residential Park Zone. The principal uses in the R1 Zone shall be single detached and attached dwelling units. This zone is also generally located near limited commercial services that provide daily household needs.

(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.

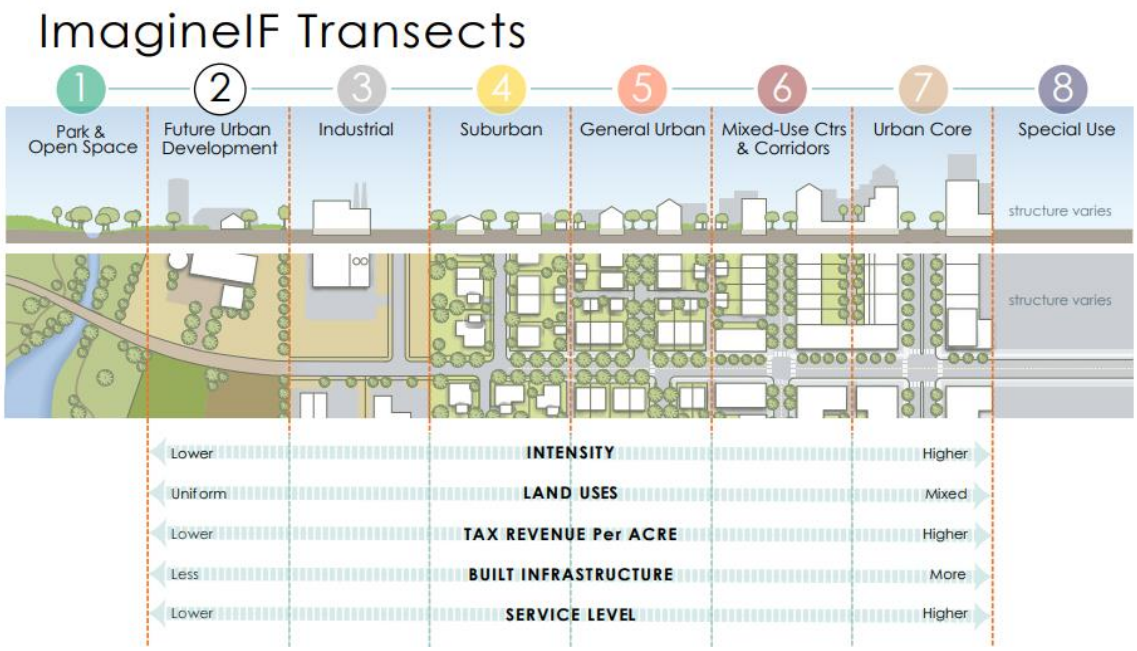
11-3-4: DIMENSIONAL STANDARDS FOR RESIDENTIAL ZONES.

Table 11-3-1: Dimensional Standards for Residential Zones

	RE	RP	R1	R2	TN	R3	R3A	RMH
Lot Area								
Lot Area Minimum in 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)

Comprehensive Plan:





5. **General Urban**

Snapshot: The General Urban Transect denotes residential areas with a mix of commercial and service uses convenient to residents. These areas contain a wide variety of housing types, generally including small single-units, duplexes, triplexes, fourplexes, courtyard apartments, bungalow courts, townhouses, multiplexes and live-work units. Lot sizes are smaller and more compact than suburban areas. These areas could also include, parks, schools, churches and commercial services. These areas have highly connective street patterns, similar to the traditional grid-pattern that encourages bicycle and pedestrian usage. These areas should be near an existing or part of a new walkable center.

Local examples: Bonnavista Addition, Johns Height Subdivision, Jennie Lee Addition, Bell-Aire, Linden Park, Linden Trails, Falls Valley

July 1, 2025 7:00 p.m. Planning Department

City Annex Council Chambers

MEMBERS PRESENT: Commissioners Glen Ogden, Bill Scott, Matthew Meehan, Arnold Cantu, Forrest Ihler.

MEMBERS ABSENT: Dale Storer

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: Scott moved to accept the minutes of June 3, 2025 with a modification to the location of when "Ogden opens the public hearing", Ihler seconded the motion. The motion passed unanimously.

Business:

5. PLT 25-015: FINAL PLAT FOR R&V ADDITION DIVISION NO. 2 FIRST AMENDED.

Applicant: Blake Jolley, Connect Engineering 2295 N. Yellowstone, Idaho Falls, Idaho. Jolley stated that this is on 12th Street and Hoopes and this is a plat that follows up with the CUP so they can add onto the church. The preliminary plat was approved earlier.

Ihler asked about the discussion on extending Gallop and clarified that extension doesn't have to be done with this plat.

Peterson presented the staff report, a part of the record.

Ogden confirmed there is no problem with having 2 different zones on one lot. Peterson confirmed that there is not a problem with having both R1 and R2 zones on a single lot and because this is a singular use there will be no conflict.

Meehan confirmed that the existing user is wanting to add on. Peterson confirmed that they want to extend the school into the unplatted portions of the property, and they chose to consolidate into one lot.

Ihler moved to recommend to the Mayor and City Council approval of the Final Plat for R&V Addition Division No. 1, First Amended, Cantu seconded the motion. The Motion passed unanimously.

REASONED STATEMENT OF RELEVANT CRITERIA AND STANDARDS

APPROVAL OF THE FINAL PLAT OF R & V ADDITION DIVISION NO. 2, FIRST AMENDED, GENERALLY LOCATED NORTH OF E 12TH ST, EAST OF NIXON AVE, SOUTH OF GALLUP ST, AND WEST OF HOOPES AVE.

WHEREAS, the applicant filed an application for a final plat on May 21, 2025; and

WHEREAS, this matter came before the Idaho Falls Planning and Zoning Commission during a duly noticed public meeting on July 1, 2025; and

WHEREAS, this matter came before the Idaho Falls City Council during a duly noticed public meeting on October 9, 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 approximately 6.308 acre parcel of land located north of E 12th St, east of Nixon Ave, south of Gallup St, and west of Hoopes Ave.
3. The final plat includes 1 buildable lot.
4. Access to the subdivision will come from the existing accesses along E 12th St.
5. The plat complies with all requirements of the Subdivision Ordinance.
6. The proposed development is consistent with the principles of the City's Comprehensive Plan and the requirements of the R1, Single Dwelling Residential, and R2, Mixed Residential Zones.

II. DECISION

Based on the above Reasoned Statement of Relevant Criteria, the City Council of the City of Idaho Falls approved the Final Plat.

PASSED BY CITY COUNCIL OF THE CITY OF IDAHO FALLS

THIS _____ DAY OF October, 2025

_____

Rebecca L. Noah Casper-Mayor

Memorandum

File #: 25-397 **City Council Meeting**

FROM: Wade Sanner, Director
DATE: Tuesday, September 30, 2025
DEPARTMENT: Community Development Services

Subject
Quasi-Judicial Public Hearing - Planned Unit Development (PUD) and Reasoned Statement of Relevant Criteria and Standards, Anderson Townhomes Division No. 2

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

1. Approve the Planned Unit Development (PUD) for Anderson Townhomes Division No.2 as presented (or take other action deemed appropriate).
2. Approve the Reasoned Statement of Relevant Criteria and Standards for the Planned Unit Development for Anderson Townhomes 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 PUD and Reasoned Statement of Relevant Criteria and Standards for Anderson Townhomes Division No. 2. On June 3, 2025, the Planning Commission unanimously voted to recommend approval of the PUD to the Mayor and City Council as presented.

Alignment with City & Department Planning Objectives



☐ ☒ ☒ ☐ ☒ ☐ ☐ ☐

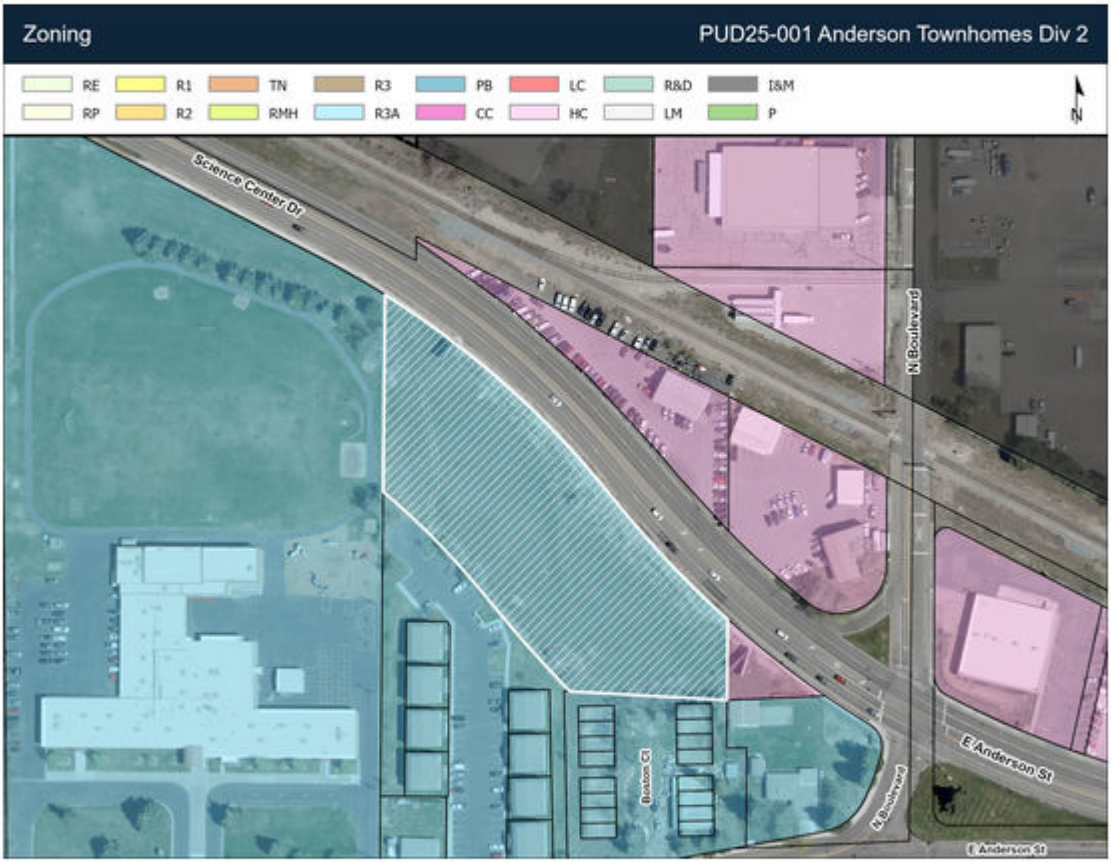
The PUD must be consistent with the principles of the Comprehensive Plan, which includes many policies and goals related to Good Governance, Growth, Sustainability, and Livable Communities.

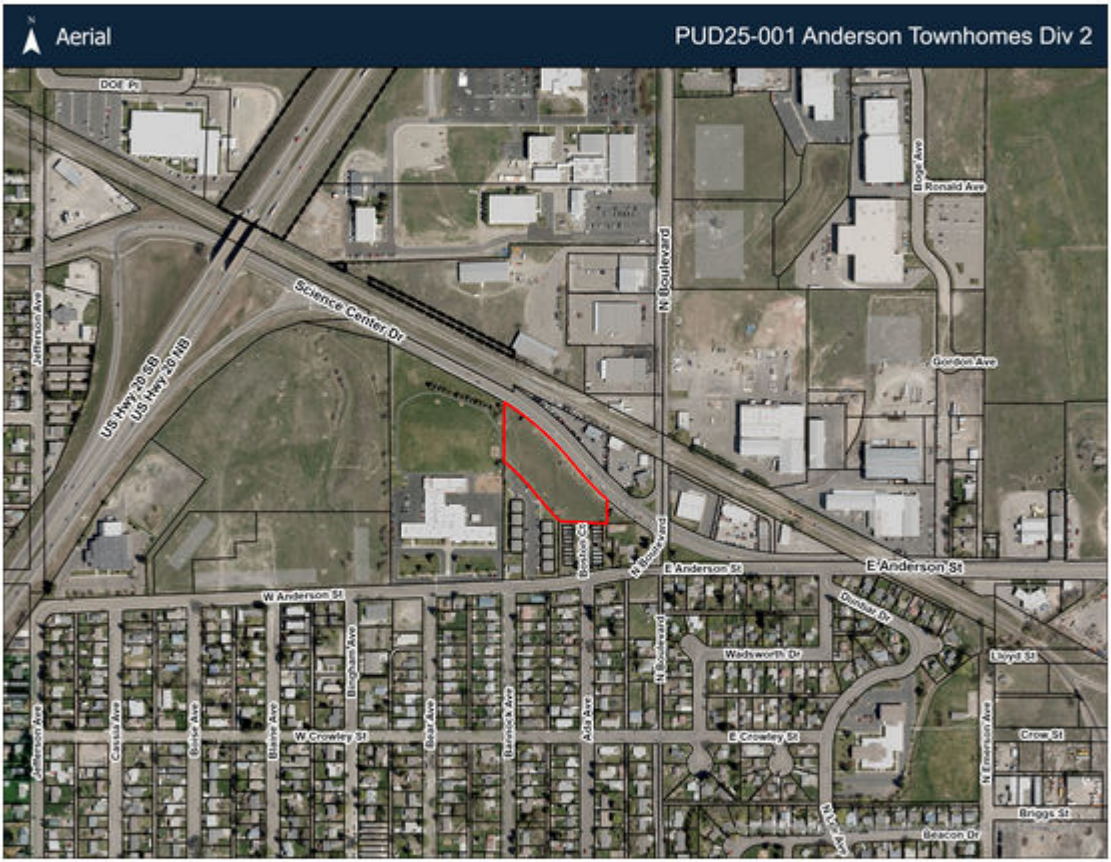
Interdepartmental Coordination
The PUD plan has been reviewed by Public Works, Engineering, Fire, Planning, Power, Sanitation, Sewer, and Water.

Fiscal Impact
NA

Legal Review

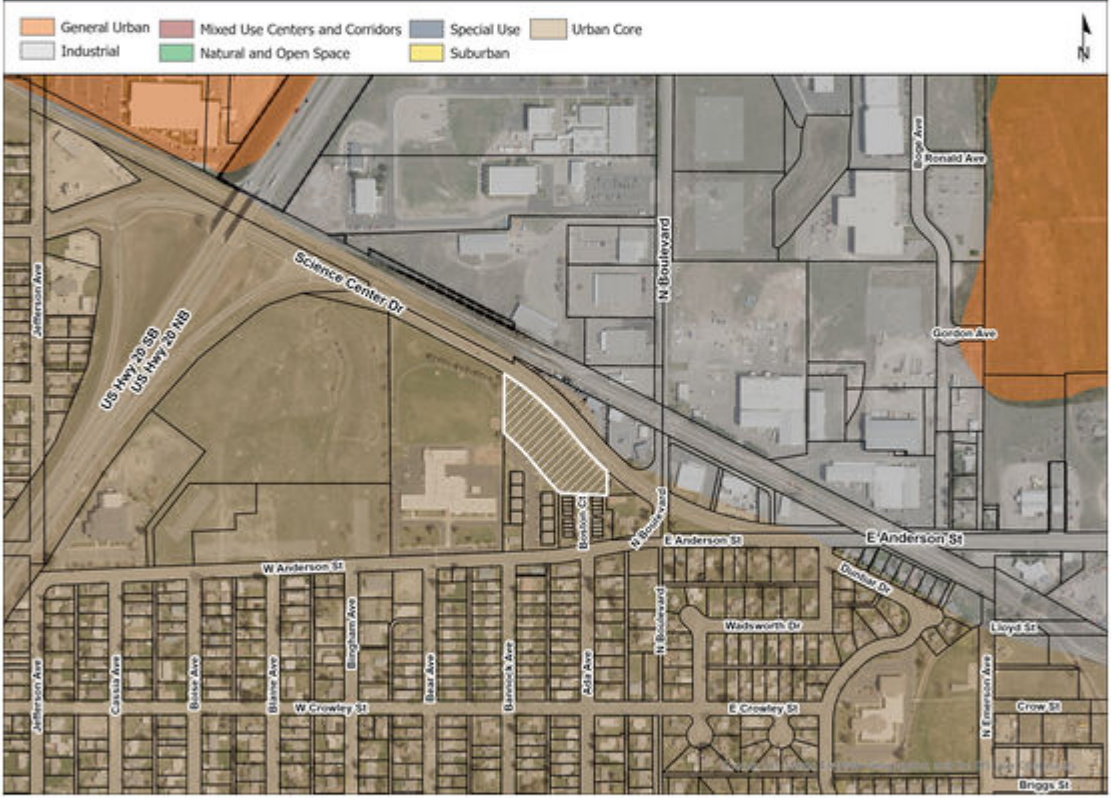
This application has been reviewed by the Legal Department pursuant to applicable law.


Zoning
PUD25-001 Anderson Townhomes Div 2
RE
R1
TN
R3
PB
LC
R&D
I&M
RP
R2
RMH
R3A
CC
HC
LM
P
N
Science Center Dr
N Boulevard
E Anderson St
Boston Ct
N Boulevard
E Anderson St


Aerial
PUD25-001 Anderson Townhomes Div 2
DOE Pl
Science Center Dr
US Hwy 29 SB
US Hwy 29 NB
Jefferson Ave
N Boulevard
Boge Ave
Ronald Ave
Gordon Ave
Benton Ct
E Anderson St
W Anderson St
Wadsworth Dr
Lloyd St
W Crowley St
E Crowley St
Crow St
Briggs St
Beacon Dr
Cassia Ave
Blaine Ave
Bingham Ave
Bear Ave
Bannock Ave
Ada Ave
N Emerson Ave

Comprehensive Plan

PUD25-001 Anderson Townhomes Div 2





1 Front Elevation
1/4" = 1'-0"



2 Rear Elevation
1/4" = 1'-0"

B'n'R Drafting Services LLC
1993 N. 37th E
Idaho Falls, Idaho
83401
208-589-8383
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REV	DATE	DESCRIPTION
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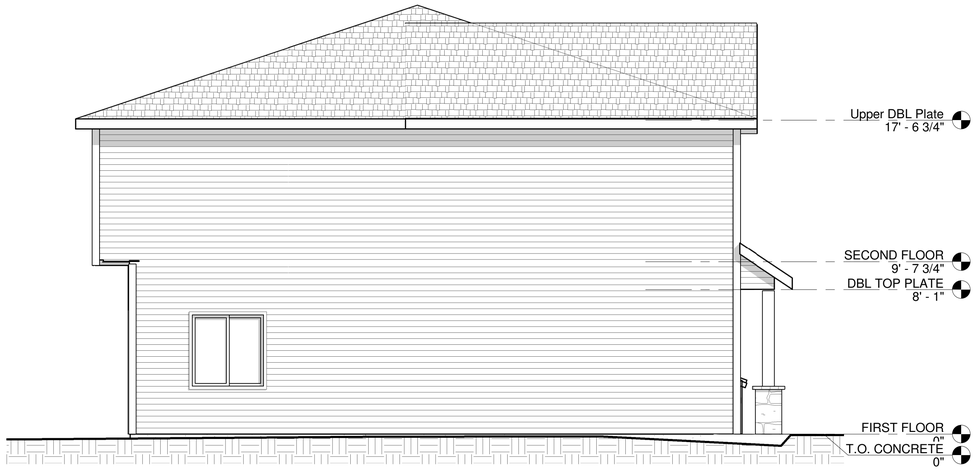
Tri- Townhouse

DATE: 30 Jan 2019
DRAWN BY: RRS
PROJECT: 1812103

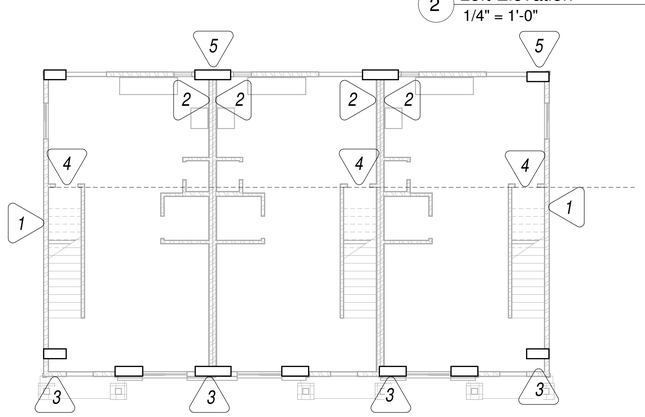
FOR
David Collette
Idaho Falls, Idaho

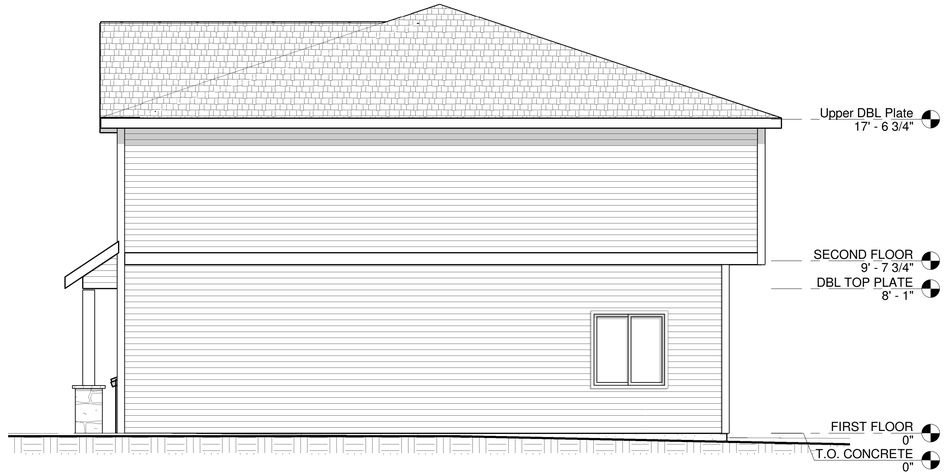
ELEVATION

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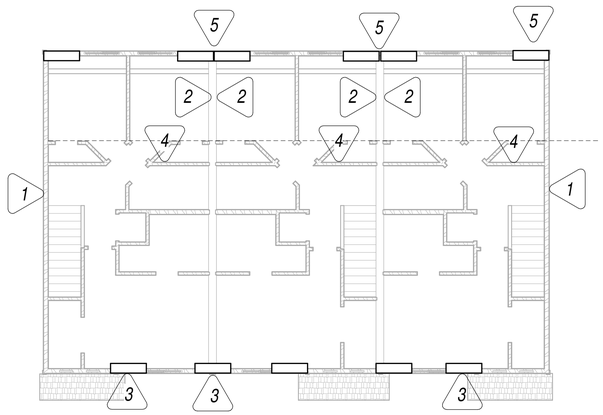


2 Left Elevation
1/4" = 1'-0"





1 Right Elevation
1/4" = 1'-0"



BRACE PANEL
ALTERNATE BRACE PANEL

1 *Continuous Sheathing (min 38' of wall)*
6d @ 6" o.c. (Panel Edge) and @12" (Intermediate)
or (16ga x 1 3/4 staples @ 3" o.c. (Panel Edge) and 6" o.c. (Intermediate)

2 *Gypsum Board*
Nail or Screws @ 7" o.c. (@ all Panel Edge)

3 *Continuous Sheathing (min 5' of wall)*
6d @ 6" o.c. (Panel Edge) and @12" (Intermediate)
or (16ga x 1 3/4 staples @ 3" o.c. (Panel Edge) and 6" o.c. (Intermediate)

4 *Gypsum Board*
Nail or Screws @ 7" o.c. (@ all Panel Edge)

5 *Continuous Sheathing (min 10' of wall)*
6d @ 6" o.c. (Panel Edge) and @12" (Intermediate)
or (16ga x 1 3/4 staples @ 3" o.c. (Panel Edge) and 6" o.c. (Intermediate)

*Note: * A BWP is to be Located within 10' of end of the Brace Wall Line and are to Be Located not More than 20' Apart.*

4 BRACE WALL PANEL LAYOUT
1/8" = 1'-0"
** Separation Wall to Extend to Exterior Sheathing*

BRACE PANEL
ALTERNATE BRACE PANEL

1 *Continuous Sheathing (min 38 -0" of wall)*
6d @ 6" o.c. (Panel Edge) and @12" (Intermediate)
or (16ga x 1 3/4 staples @ 3" o.c. (Panel Edge) and 6" o.c. (Intermediate)

2 *Gypsum Board*
Nail or Screws @ 7" o.c. (@ all Panel Edge)

3 *Continuous Sheathing (min 5 -0" of wall)*
6d @ 6" o.c. (Panel Edge) and @12" (Intermediate)
or (16ga x 1 3/4 staples @ 3" o.c. (Panel Edge) and 6" o.c. (Intermediate)

4 *Gypsum Board*
Nail or Screws @ 7" o.c. (@ all Panel Edge)

5 *Continuous Sheathing (min 10 -0" of wall)*
6d @ 6" o.c. (Panel Edge) and @12" (Intermediate)
or (16ga x 1 3/4 staples @ 3" o.c. (Panel Edge) and 6" o.c. (Intermediate)

*Note: * A BWP is to be Located within 10' of end of the Brace Wall Line and are to Be Located not More than 20' Apart.*

5 BRACE WALL PANEL LAYOUT - UPPER
1/8" = 1'-0"
** Separation Wall to Extend to Exterior Sheathing*



3 ROOF CONTOUR
1/8" = 1'-0"

CRICKETS ARE TO BE FIELD LOCATED AS NEEDED TO INSURE PROPER DRAINAGE.

These plans have been prepared by an ADDA Certified Drafter to approved drafting practices. All information contained in these plans have been provided by the customer and has been accepted as is. B'n'R Drafting Services has had no involvement in the Civil, Structural, Mechanical or Electrical Engineering unless specifically noted in the Drafting Services Agreement. In this project reference to an Architect or Engineer. All Liability for this project remains solely with the contractor, subcontractors and Owner. Final Plans are accepted AS IS.

REV	DATE	DESCRIPTION
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Idaho Falls, Idaho
83401
208-589-8383
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Tri- Townhouse

DATE: 30 Jan 2019
DRAWN BY: RRS
PROJECT: 1812103

FOR
David Collette
Idaho Falls, Idaho

ELEVATION

8 of 8

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STAFF REPORT

PLANNED UNIT DEVELOPMENT (PUD)
ANDERSON TOWNHOMES DIVISION NO. 2

October 9, 2025

IDAHO FALLS

Community Development Services

Applicant: Connect Engineering

Owner: Speirs Inc

Project Manager: David Peterson

Location: Generally located north of W Anderson St, east of Hwy 20, south of Science Center Dr, and west of N Boulevard.

Size: 2.38

Units: 35

Existing Zoning
Site: R3A
North: HC
South: R3A
East: HC
West: R3A

Existing Land Uses:
Site: Vacant
North: Commercial
South: Residential
East: Commercial
West: School

Future Land Use Map: Urban Core

Attachments:
1. PUD Standards
2. Zoning Ordinance
3. Comprehensive Plan Policies
4. Maps and aerial photos
5. PUD Concept
6. Elevations
7. Neighborhood Meeting Notes

Requested Action: To **approve** the Planned Unit Development for Anderson Townhomes Div 2 by the Mayor and City Council.

History: The property was annexed into the city in May 1959 with an initial zoning of R-1 and is currently R3A, Residential Mixed Use. The property was rezoned to R3-A in 2007.

Variance: Requested variances for this development are to allow individually platted lots to front private street; reduce the rear yard building setback to 10 ft; and to reduce the required 10 ft landscape buffer along private streets to 4.5 ft.

Staff Comments: The application for the PUD was submitted on April 21, 2025. A neighborhood meeting took place April 17, 2025, as required by section 11-6-8 of the Zoning Ordinance. The proposed PUD consists of 35 units on approximately 2.38 acres of land. The number of units in each building varies from 3 to 4 two-story townhome style dwellings.

All areas of the PUD not covered by building or drive area will be landscaped. In addition to the landscaping, the development provides 3 amenities – a pickleball court, a dog park, and a gazebo. The proposed PUD meets the 25% landscaped common space, providing 26.8%. In exchange for the reduced landscape buffer along the private street, the required private street trees plus 1 additional tree and 2 shrubs have been distributed to other parts of the development.

The R3A Zone has a maximum density of 35 units per acre. The proposed PUD has a density of 15 units per acre. Each unit will be individually platted with a final plat. 2 parking stalls are required for each dwelling unit. 71 parking stalls are provided.

The Comprehensive Plan designates this area as Urban Core, the central area which functions as the City core and areas within or near Downtown and South Downtown. The proposed development is consistent with the Urban Core transect.

Staff Recommendation: Staff has reviewed the PUD and finds that it is consistent with the Comprehensive Plan and complies with the PUD requirements and standards of the R3A Zone. Staff recommends approval of the PUD as presented.

PUD Standards	Staff Comments
Siting Requirements: Minimum site size shall be two (2) acres.	The PUD consists of approximately 2.38 acres.
Regulations and Uses: Function as an overlay zone, all regulations and uses shall be the same as the underlying zoning district unless modified as part of the PUD.	The underlying zone is R3A.
Unified Control:	The PUD will include a Home Owners Association.
Density: The residential density in the R3A zone with a PUD is 35 units per gross acre.	The developer is proposing approximately 15 units per acre.
Location of Buildings and Structures: The maximum structure height for a residential PUD shall be determined by the underlying base zone, except where a structure is set back from required setback lines by at least one foot (1') for each additional foot of building height	There is no maximum building height requirement for the R3A zone.
Arrangement and Design: Residential buildings include a high quality of design and should be separated and arranged to provide for private space in addition to common areas.	The arrangement of the townhomes will provide some private space.
Landscaping: All areas within the PUD not covered by buildings, parking spaces, sidewalks or driveways shall be landscaped and maintained.	All non-hard surfaced areas are proposed to be covered by landscaping other than the channeled section of Willow Creek.
Common Space: All PUDs shall provide common and landscaped areas. Not less than twenty five percent (25%) of the gross area of a PUD shall be designated and maintained as common space.	The proposed PUD meets the twenty five percent requirement.
Amenities: PUDs shall provide amenities in addition to the common space required by this Section. The number and size of the amenities should increase as overall acreage and scale of the development increases.	This development is required to have 1 amenity. 3 amenities are proposed – a pickle ball court, a dog park, and a gazebo.
Pedestrian System: Walkways shall form a logical, safe, and convenient system for pedestrian access to all structures and amenities.	The PUD will provide sidewalks within the development.
Phasing:	The applicant is proposing 4 construction phases.

Zoning Ordinance:

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.

11-3-4: 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.								

11-2-6: STANDARDS FOR ALLOWED LAND USES

(W) Planned Unit Development (PUD).
(1) Purpose. The purpose of the Planned Unit Development (PUD) regulations is to allow for residential and limited commercial uses, or a mix of residential and limited commercial uses, in an overall site development that may vary from the requirements of this Code. The intent of the PUD regulations is also to:
(a) Allow for flexibility from traditional zoning standards that results in development providing an improved living environment, including usable common space, amenities or services, increased landscaping, additional architectural features or standards, and compatibility with the contiguous neighborhood.
(b) Promote flexibility and innovation of design while permitting diversification of development types in order to encourage the most suitable use of a site.
(c) Achieve a compatible land use relationship with the surrounding area.
(d) Promote redevelopment and reuse of previously developed property.
(e) Encourage development of vacant properties within developed areas.
(f) Provide usable and suitably located common space, recreation facilities or other public/ common facilities.
(g) Facilitate functional and efficient systems of streets, pathways, utilities, and municipal services on and off site.
(h) Promote efficient use of land with a more flexible arrangement of buildings and land uses.
(i) Provide for master planned development that includes interconnected design elements between structures or phases, increased amounts of landscaping or natural features, connections to the surrounding neighborhood or public lands and unique architectural features.
(j) Ensure appropriate phasing of development and amenities.
(k) Provide for attractive streetscapes that are not dominated by parked vehicles or garage entrances.

Comprehensive Plan:

Housing pg. 89

1. Affordability and Availability – Focus on Infill

   Action 3: For infill redevelopment, require connection or appropriate integration with existing development such as pathways or roads.

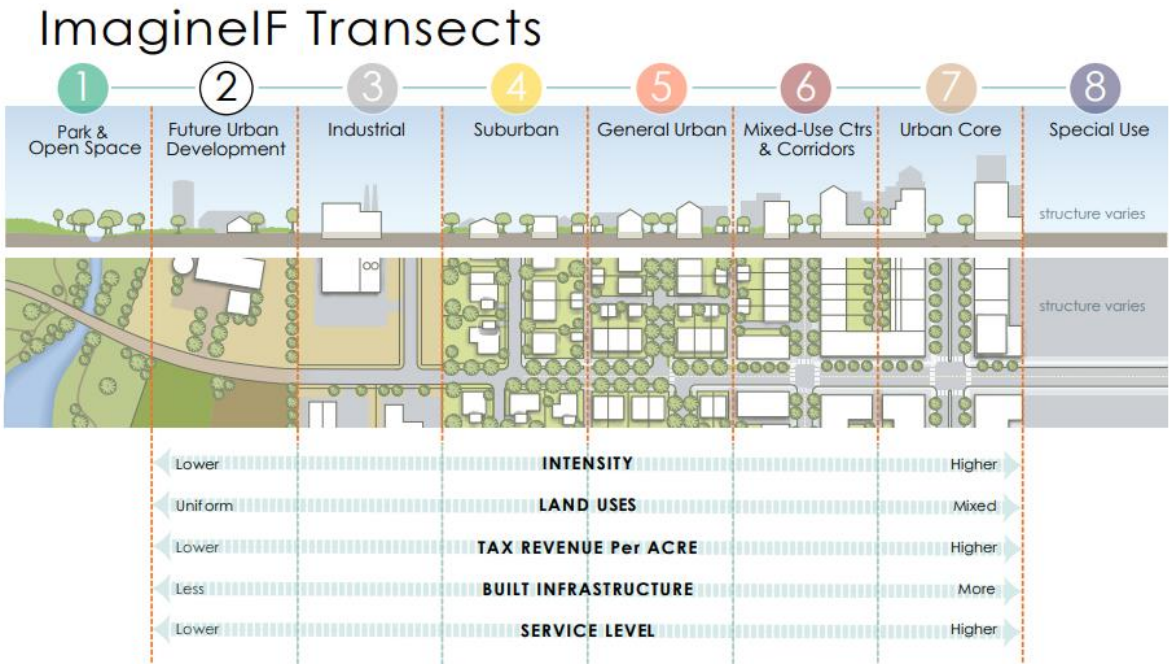
2. Neighborhood Character – Focus on Form
   Action 2: Incentivize development patterns that encourage neighborhood connectivity and interactions

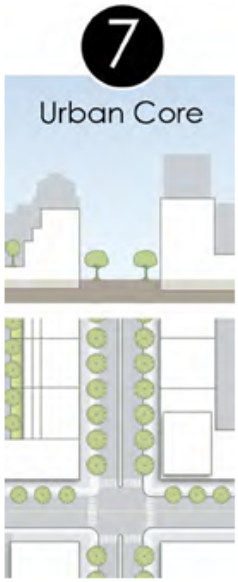
Community Design pg. 104

1. Appropriate Infill and Redevelopment

   Action 4: Find ways to better accommodate and implement redevelopment and infill by working with developers to help create projects that service the needs of the immediate area.

The property is located on the boundary of the Urban Core and Industrial transects and is shown in the Comprehensive Plan to be near areas referenced as future walkable areas and key infill sites (page 169, Imagine IF). The proposed development will act as a buffer to nearby single-unit residential areas from the Industrial transect north of Science Center Dr and contributes to the variety of housing types found in the area with proximity to nearby employment, goods, and services.





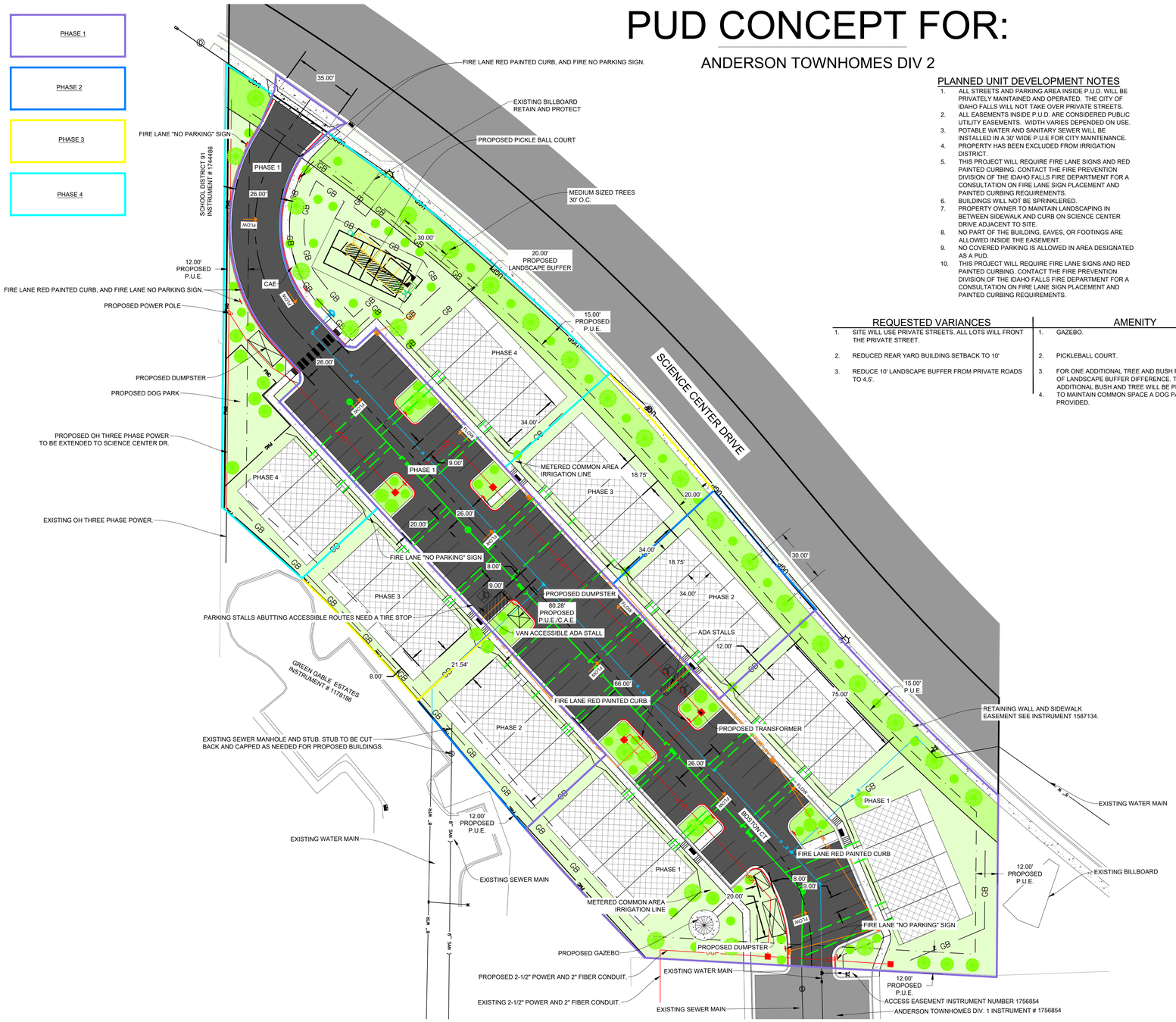
7. **Urban Core**

Snapshot: The Urban Core Transect denotes the central area which functions as the City core and areas within or in close proximity to Downtown and South Downtown. The Urban Core also includes legacy residential subdivisions platted in a traditional grid pattern. These subdivisions tend to be characterized by taller structures, mixed-use buildings, pedestrian-oriented movement of people, commercial and entertainment enterprises. All housing types, civic buildings, town squares and transit stations are typical, but vary between neighborhoods.

Local examples: Downtown, Original Townsite, Highland Park Addition, Crows Addition, Brodbecks Addition, Riverside Addition

PUD CONCEPT FOR:

ANDERSON TOWNHOMES DIV 2



PLANNED UNIT DEVELOPMENT NOTES

1. ALL STREETS AND PARKING AREA INSIDE P.U.D. WILL BE PRIVATELY MAINTAINED AND OPERATED. THE CITY OF IDAHO FALLS WILL NOT TAKE OVER PRIVATE STREETS.
2. ALL EASEMENTS INSIDE P.U.D. ARE CONSIDERED PUBLIC UTILITY EASEMENTS. WIDTH VARIES DEPENDED ON USE.
3. POTABLE WATER AND SANITARY SEWER WILL BE INSTALLED IN A 30' WIDE P.U.E FOR CITY MAINTENANCE.
4. PROPERTY HAS BEEN EXCLUDED FROM IRRIGATION DISTRICT.
5. THIS PROJECT WILL REQUIRE FIRE LANE SIGNS AND RED PAINTED CURBING. CONTACT THE FIRE PREVENTION DIVISION OF THE IDAHO FALLS FIRE DEPARTMENT FOR A CONSULTATION ON FIRE LANE SIGN PLACEMENT AND PAINTED CURBING REQUIREMENTS.
6. BUILDINGS WILL NOT BE SPRINKLERED.
7. PROPERTY OWNER TO MAINTAIN LANDSCAPING IN BETWEEN SIDEWALK AND CURB ON SCIENCE CENTER DRIVE ADJACENT TO SITE.
8. NO PART OF THE BUILDING, EAVES, OR FOOTINGS ARE ALLOWED INSIDE THE EASEMENT.
9. NO COVERED PARKING IS ALLOWED IN AREA DESIGNATED AS A PUD.
10. THIS PROJECT WILL REQUIRE FIRE LANE SIGNS AND RED PAINTED CURBING. CONTACT THE FIRE PREVENTION DIVISION OF THE IDAHO FALLS FIRE DEPARTMENT FOR A CONSULTATION ON FIRE LANE SIGN PLACEMENT AND PAINTED CURBING REQUIREMENTS.

REQUESTED VARIANCES

1. SITE WILL USE PRIVATE STREETS. ALL LOTS WILL FRONT THE PRIVATE STREET.
2. REDUCED REAR YARD BUILDING SETBACK TO 10'
3. REDUCE 10' LANDSCAPE BUFFER FROM PRIVATE ROADS TO 4.5'.

AMENITY

1. GAZEBO.
2. PICKLEBALL COURT.
3. FOR ONE ADDITIONAL TREE AND BUSH PER 3,000 SQ. FT. OF LANDSCAPE BUFFER DIFFERENCE. THEREFORE ONE ADDITIONAL BUSH AND TREE WILL BE PLANTED.
4. TO MAINTAIN COMMON SPACE A DOG PARK WILL BE PROVIDED.

GENERAL NOTE:

1. ALL PUBLIC IMPROVEMENTS SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE CURRENT CITY OF IDAHO FALLS ENGINEERING STANDARD SPECIFICATIONS AND STANDARD DRAWINGS.
2. ALL ON-SITE IMPROVEMENTS SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE CURRENT CITY OF IDAHO FALLS ENGINEERING STANDARD SPECIFICATIONS STANDARD DRAWINGS OR ISPWC
3. SEE ARCHITECTURAL PLANS FOR ALL BUILDING DETAILS.
4. ALL FIRE ACCESS ROADS SHALL MEET THE LATEST VERISION OF THE INTERNATIONAL FIRE CODE REQUIREMENTS FOR FIRE APPARATUS ROAD.

NOTE:

1. IF DUMPSTER AREA IS ENCLOSED AND GATED OWNER WILL BE REQUIRED TO PUSH IN AND OUT FOR SANITATION DEPT. IF NOT GATED, MINIMUM 8' X 8' INTERIOR.
2. NO COVERED PARKING WILL BE PERMITTED IN THE AREA THAT IS DESIGNATED AS PUE OR CAE.

LEGEND

- EXIST. CATCH BASIN
- PROPOSED CATCH BASIN
- EXIST. FIRE HYDRANT
- PROPOSED FIRE HYDRANT
- EXISTING WATER VALVE
- EXISTING WATER TEE
- PROP SANITARY SEWER MANHOLE
- EXISTING SANITARY SEWER MANHOLE
- PROP STORM MANHOLE
- PROPOSED BUSH
- PROPOSED TREE
- PROPOSED TRANSFORMER
- FIRE LANE "NO PARKING" SIGN
- EXIST. CURB & GUTTER
- PROPERTY LINE
- GB GRADE BREAK
- SAW CUT
- ROW STREET RIGHT-OF-WAY (ROW)
- EASEMENT LINE
- EXIST. FENCE LINE
- UGP PROPOSED UNDERGROUND POWER
- 8" SAN EXIST. SANITARY SEWER LINE
- 8" SS PROPOSED SANITARY SEWER LINE
- 4" PS PRESSURE SEWER LINE
- 8" W PROPOSED WATER LINE
- 8" WTR EXIST. WATERLINE
- PROPOSED SANITARY SEWER SERVICE
- PROPOSED WATER SERVICE
- 12" SD PROPOSED STORM LINE
- FNC PROPOSED FENCE
- PROPOSED CONCRETE SIDEWALK
- PROPOSED ASPHALT
- PROPOSED LANDSCAPING
- PROPOSED BUILDINGS

SHEET INDEX

1 OF 2 = PLANNED UNIT DEVELOPMENT CONCEPT
2 OF 2 = BOUNDARY AND LOT DEVELOPMENT CONCEPT

SITE INFORMATION

PARCEL ZONING = R3A
TOTAL BUILDINGS = 9
SINGLE FAMILY ATTACHED BUILDINGS = 35 UNITS
TOTAL AREA OF PROPERTY = 103,477 SQ. FT. (2.38 acres)
DESIGN DENSITY= 15 UNITS PER ACRE
BUILDING TYPE: VB
MAX BUILDING HEIGHT: 30' (TWO STORY, NON SPRINKLER)
UNIT FOOTPRINT: 18.75' X 34' (637.5 SQ.FT.)

PARKING REQUIREMENTS

PARKING SPACES REQUIRED = 70 (2 SPACES PER DWELLING UNIT)

PARKING SPACES PROVIDED = 71 STALLS (INCLUDING 3 ADA STALLS, 1 VAN ACCESSIBLE)

STORM WATER REQUIREMENTS

TOTAL STORAGE REQUIRED = 11,469 cu. ft.
TOTAL STORAGE AVAILABLE = STORM WATER STORAGE TO BE INCLUDED IN SITE PLAN

LANDSCAPING REQUIREMENTS

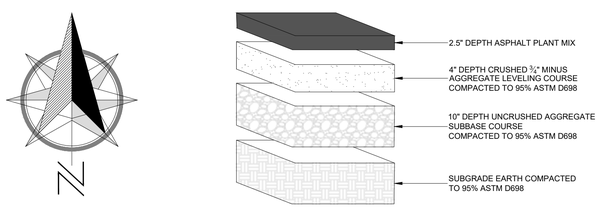
TOTAL REQUIRED OPEN SPACE = 25,869.3 SQ. FT.(0.59 ACRES)
TOTAL PROVIDED OPEN SPACE = 27,037 SQ. FT.(0.62 ACRES)
PROVIDED PERCENT = 26.1%
LANDSCAPE ISLANDS = 2,716 SQ. FT. (2,685 SQ.FT. REQUIRED 10% OF ASPHALT)
TREES REQUIRED = 33 (1 PER 5,000 SQ. FT OF LANDSCAPE + 1 EVERY 40 O.C. ALONG PRIVATE ROADS)
BUSHES REQUIRED = 66 (2 PER TREE)
TREES PROVIDED = 33
BUSHES PROVIDED = 66

BENCHMARK

ANDERSON ST. & BLAINE AVE. THE S BOLT ON A FIRE HYDRANT ON THE SE CORNER OF THE INTERSECTION,1.0FT. ABOVE GROUND.
ELE. 4731.74 NAVD 88

BASIS OF BEARING

CITY OF IDAHO FALLS COORDINATE SYSTEM OF 2004 NAVD 88



GRAPHIC SCALE
0 20 40 80
(IN FEET)
1 inch = 30 ft.

SURVEY NOTE:

This site plan conforms with an actual survey that was performed on the ground by a land surveyor licensed by the State of Idaho. The boundary lines of the survey are shown hereon with bearings and distances. It is the owner's/developer's responsibility to construct all structures shown on this site plan in accordance with said survey.

ENGINEERING DEPT.

SEWER FRONT FOOTAGE 0 FT.
WATER FRONT FOOTAGE 60 FT.

ENGINEERING DEPT.

WATER CONNECTIONS 2" / 35 SIZE/EACH
WATER CONNECTIONS _____ SIZE/EACH
IRRIGATION CONNECTIONS _____ SIZE/EACH
SEWER CONNECTIONS 4" / 35 EACH

Know what's below. Call before you dig.

Stamp

NOTES

1. The address shall be posted and maintained on every job site prior to and during construction. **NO ADDRESS = NO INSPECTION.**

2. A **Site Plan** including a completed City review block shall be on the job site at all times during construction.

3. Any changes to this site plan shall be submitted to the City of Idaho Falls Community Development Services Department for approval prior to construction.

4. Failure to comply with the requirements of this plan may result in the City withholding building permits, certificates of occupancy, water or electrical service.

5. Approval of the City Engineer is required for any proposed construction within a public right-of-way or easement and shall be in accordance with the **current City of Idaho Falls Standard Drawings and Specifications** .

6. A **City of Idaho Falls Public Works License** is required for any contractor working in a public right-of-way or easement.

7. A **Public Right-of-Way Use Permit** is required for any work in any public right-of-way or easement. The City Engineering Division must be notified at least two (2) days prior to any excavation under this permit (208-612-8250).

8. Placing Concrete within the public right-of-way requires inspection and approval by the City Engineering Division. The Division shall be notified at least four (4) hours prior to placing (208-612-8250).

9. All **Driveway Approaches** shall be concrete and meet the requirements of the current City of Idaho Falls Standard Specifications and Drawings. All driveways and parking areas shall be hard surface.

10. Replace all broken or poor quality curb, gutter, and sidewalk.

11. Remove all unused driveway approaches and replace with standard full height curb, gutter and sidewalk.

12. A Licensed Idaho Professional Engineer shall inspect, certify to City Standards, and prepare "As-built" drawings for all **Water, Sanitary Sewer and Storm Sewer Main Lines**.

13. All **Water Service Lines** less than four (4) inches and **Sanitary Service Lines** less than eight (8) inches shall be inspected by the City Wastewater Division prior to backfilling (208-612-8108). All 4" and larger taps to existing City water mains shall be inspected by the City Water Division (208-612-8471) prior to backfilling. Verification of a passing bacteria test for the installation of all new water mains 4" and larger in diameter must be submitted to the City Engineering Division prior to placing mains into service.

14. Pursuant to IDAPA 58.01.08, all new construction shall install provisions for a water meter to capture domestic and landscape irrigation uses. Provisions shall be installed per City of Idaho Falls Standard Drawings and Specifications - Drawings IF-401A through IF-401F. Water meters are required on all non-residential construction as well as common landscaped areas. Residential construction must install an idler in place of water meter. Meters or idlers must be on approved material list and may be purchased from the Water Division warehouse (208-612-8474).

15. Fire flow and **access road requirements for commercial buildings** are based on building construction type, height, and total square footage of all floors. This information must be provided on the site plan.

16. Private fire service water mains shall be installed by a city licensed fire sprinkler contractor. Fire service mains must be tested and approved by the Fire Marshal prior to backfilling.

17. All **Electrical Facilities**, including new services or the relocating of existing, shall be in accordance with the current Idaho Falls Power Service Policy. Service Policy available at I.F.P. office or I.F.P. website. The developer must submit two (2) copies of these plans directly to Idaho Falls Power for the design and/or approval of electric service. Contact Idaho Falls Power prior to construction of electrical facilities (612-8430).

18. All single-family attached dwellings shall have separate electrical, water, and sewer service lines without any common facilities.

19. Appropriate erosion and sediment control requirements associated with construction shall be shown on the Site Plan or a separate attached plan.

20. In compliance with Idaho Code § 55-1613 a field search and location survey has been conducted under the direction of a professional land surveyor prior to this project's construction.

VICINITY MAP



CITY OF IDAHO FALLS SITE PLAN APPROVAL
Revision 10/2023

Approved _____ Date _____
City of Idaho Falls

PROPERTY LEGAL DESCRIPTION

LOT 1, BLOCK 1, BERKSHIRE APARTMENTS SW1/4 , SEC 7, T 2N, R 38

SITE PLAN CONTACT PERSON

NAME TRAVIS PAYNE
ADDRESS 2295 N YELLOWSTONE HWY SUITE 6, IDAHO FALLS, ID ZIP 83401
PHONE 208.881.0081

SITE PLAN NAME AND ADDRESS (See Note #1)

ANDERSON TOWNHOMES DIV 2 RPI

FILE NO.	DRAWN BY:	DATE PLOTTED:	SHEET NO.
2024-126	WPJ	03.27.25	1 of 2
SCALE: 1"=70'	CHECKED BY: TKP	REVIEW NO.: 1	

June 3, 2025 7:00 p.m. Planning Department

City Annex Council Chambers

MEMBERS PRESENT: Commissioners Glen Ogden, Bill Scott, Matthew Meehan, Arnold Cantu, Forrest Ihler.

MEMBERS ABSENT: Dale Storer

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 May 6, 2025, Meehan seconded the motion. The motion passed unanimously.

Public Hearings:

4. PUD 25-001: PLANNED UNIT DEVELOPMENT FOR ANDERSON TOWNHOMES DIVISION NO. 2.

Ogden opened the public hearing.

Applicant: Travis Payne, 2295 North Yellowstone Highway, Idaho Falls, Idaho. Payne stated that this PUD is 35 units and 2.3 acres with a total density of 15 units per acre. This has outdoor parking and no garages. It is off of Science Center and the provided amenity is a gazebo and pickleball Court. The variance being requested is individual lots off of private streets, and a reduction of 10' landscape buffer off of road. The neighborhood meeting was held in April and no one showed. This development will access off Science Center and cross access through Anderson Townhomes Division No. 1.

Scott asked if the access off of Science Center would have a decel lane. Payne stated the right of way is not available.

Ogden stated that the variance is to reduce the landscape buffer from 10' to 4.5' and asked Payne to show where that reduction is on the site. Payne stated that there is a 4.5' landscape buffer between the back of the sidewalk and the units. Payne confirmed that there is a 20' landscape buffer along Science Center.

Cantu asked if there is one access. Payne stated that there are two access points, one through Science Center and one through Boston Court through Division 1.

Peterson presented the staff report, a part of the record.

Meehan asked if there are concerns about people using the new road as a cut through to bypass going to North Boulevard. Peterson stated that it hasn't come up, and it is a straight connection, but not an obvious direct connection and it is a private street. The way the street is designed there is traffic calming with curves and landscape islands. The property owner will address if those problems come up. Meehan asked if google routing might send people through this area as the fastest way to get somewhere. Peterson didn't know if Google sends people through private streets.

Support/Opposition: No one appeared.

Ogden closed the public hearing.

Meehan stated that currently the next available exit from Science Center is North Boulevard and it curves, and east bound traffic could get routed down and through.

Ihler feels that heading east down Science Center the entrance is a hard right hand and hard left hand, and from the street it looks like a parking lot. Visually it will deter people. Routing through Google might be 1 out of 200, so you might get a few coming through.

Ogden stated that any time you have access into a new unit, you potentially have the risk of through traffic.

Scott is concerned about people coming off Highway 20 going too fast for people exiting the property.

Ihler stated that North Boulevard and Anderson have a traffic light, and you learn times to use lights to help get out of property.

Cantu moved to recommend to the Mayor and City Council approval of the Planned Unit Development for Anderson Townhomes Division No. 2., Scott seconded the motion. The motion passed unanimously.

REASONED STATEMENT OF RELEVANT CRITERIA AND STANDARDS

PLANNED UNITED DEVELOPMENT FOR ANDERSON TOWNHOMES DIV 2 GENERALLY LOCATED NORTH OF W ANDERSON ST, EAST OF US HWY 20, SOUTH OF SCIENCE CENTER DR, AND WEST OF N BOULEVARD.

WHEREAS, the applicant filed an application for PUD on April 21, 2025; and

WHEREAS, this matter came before the Idaho Falls Planning and Zoning Commission during a duly noticed public hearing on June 3, 2025; and

WHEREAS, this matter came before the Idaho Falls City Council during a duly noticed public hearing on October 9, 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, City of Idaho Falls Subdivision Ordinance, the Local Land Use Planning Act, and other applicable development regulations.
2. The property is approximately 2.38 acres generally located north of W Anderson St, east of US Hwy 20, south of Science Center Dr, and west of N Boulevard.
3. The property is currently zoned R3A, Residential Mixed Use.
4. The Development is proposed to be completed in 4 phases.
5. The PUD will consist of 35 units. The density is approximately 15 units per acre. The allowed density is 35 units per acre.
6. A private street, Boston Ct, will be extended from Anderson Townhomes Div 1 to Science Center Dr.
7. The PUD includes 3 amenities: a neighborhood gazebo, a dog park, and a pickle ball court.
8. Requested variances for the PUD are to allow the individual lots to front a private street, to reduce the rear yard setback to 10', and to reduce the 10' landscape buffer along the private street to 4.5'.
9. All areas of the PUD not covered by building or drive area will be landscaped.
10. On June 3, 2025, the Planning Commission recommended to The Mayor and City Council approval of the PUD as presented.
11. The PUD is consistent with the principles and policies of the Comprehensive Plan.

II. DECISION

Based on the above Reasoned Statement of Relevant Criteria, the City Council of the City of Idaho Falls approved the PUD as presented.

PASSED BY CITY COUNCIL OF THE CITY OF IDAHO FALLS

THIS _____ DAY OF October, 2025

_____

Rebecca Casper - Mayor

2295 N Yellowstone Hwy STE #6
Idaho Falls, Idaho 83401
(208) 881-0081

April 7, 2025
Re: Planned Unit Development Concept (PUD)

Dear Property Owner,

The purpose of this letter is to inform you of a property within 300' of your property that is in the planning stages of development. The property is generally located South of Science Center Drive and is approximately 2.380 +/- acres total. We have included a conceptual map of the anticipated PUD.

We would like to invite you to attend a Neighborhood Information Meeting to provide you an opportunity to become aware of the development intentions as well as to give you an opportunity to voice any questions or concerns you may have and to become better informed regarding the proposed development.

The Neighborhood Information Meeting will be held on Thursday, April 17th 2025, at Connect Engineering's Idaho Falls office, located at 2295 N Yellowstone Hwy Suite #6. This meeting will be held at 5:00 PM and will be led by Travis Payne. Please notify us via email at admin.eng@connectengr.com if you plan on attending to make sure we can accommodate everyone who wants to attend.

Respectfully,

The Connect Engineering Team

Travis Payne
2295 N Yellowstone Hwy STE #6
Idaho Falls, ID 83401
tpayne@connectengr.com
(208) 881-0081

Neighborhood Meeting

5:00 PM | Thursday, 04/17/2025

Name :	Address :	Phone # :

Memorandum

File #: 25-398 **City Council Meeting**

FROM: Wade Sanner, Director
DATE: Tuesday, September 30, 2025
DEPARTMENT: Community Development Services

Subject
Amendment to Title 11, Comprehensive Zoning Ordinance, Sections 11-2-5, Allowed Uses in Industrial and Special Purpose Zones; 11-2-6, Standards for Allowed Uses; 11-3-9, Purpose of Industrial Zones; 11-7-1, Definitions of Title 11

Council Action Desired
☒ Ordinance ☐ Resolution ☒ Public Hearing
☐ Other Action (Approval, Authorization, Ratification, etc.)
To approve the Ordinance amending to Title 11, Comprehensive Zoning Ordinance, Sections 11-2-5, Allowed Uses in Industrial and Special Purpose Zones; 11-2-6, Standards for Allowed Uses; 11-3-9, Purpose of Industrial Zones; 11-7-1, Definitions of Title 11 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
On September 2, 2025, the Planning and Zoning Commission unanimously voted to recommend approval of the amendment adding that Recycling Center become part of the definition heading and chemicals are addressed in the definition. The nature of the amendment is captured in the attached staff report.

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.

STAFF REPORT

Zoning Ordinance Amendment Sections 11-2-5 Allowed Uses in Industrial and Special Purpose Zones; 11-2-6 Standards for Allowed Uses; 11-7-1, Definitions
Salvage Yards
October 9, 2025

IDAHO FALLS

Community Development Services

Applicant:
City of Idaho Falls

Project Manager:
Brian J. Stevens

Location:
City of Idaho Falls

Attachments:
1. Zoning Ordinance Information
2. Comprehensive Plan Policies
3. Maps and aerial photos

Staff Recommendation: To **approve** the amendment to the zoning ordinance as presented.

History: The salvage yards NW of City are not present in the 1964 aerial image but are present in the 1969 aerial image.

Staff Comments: The current zoning code does not include Salvage Yards as an allowed use. Amending the code will help with several challenges being faced in the Northeast corner of the city's area of impact. As the city has grown to avoid creating unannexed county islands of land some uses will need to be added. This is amendment to the code to allow for orderly growth.

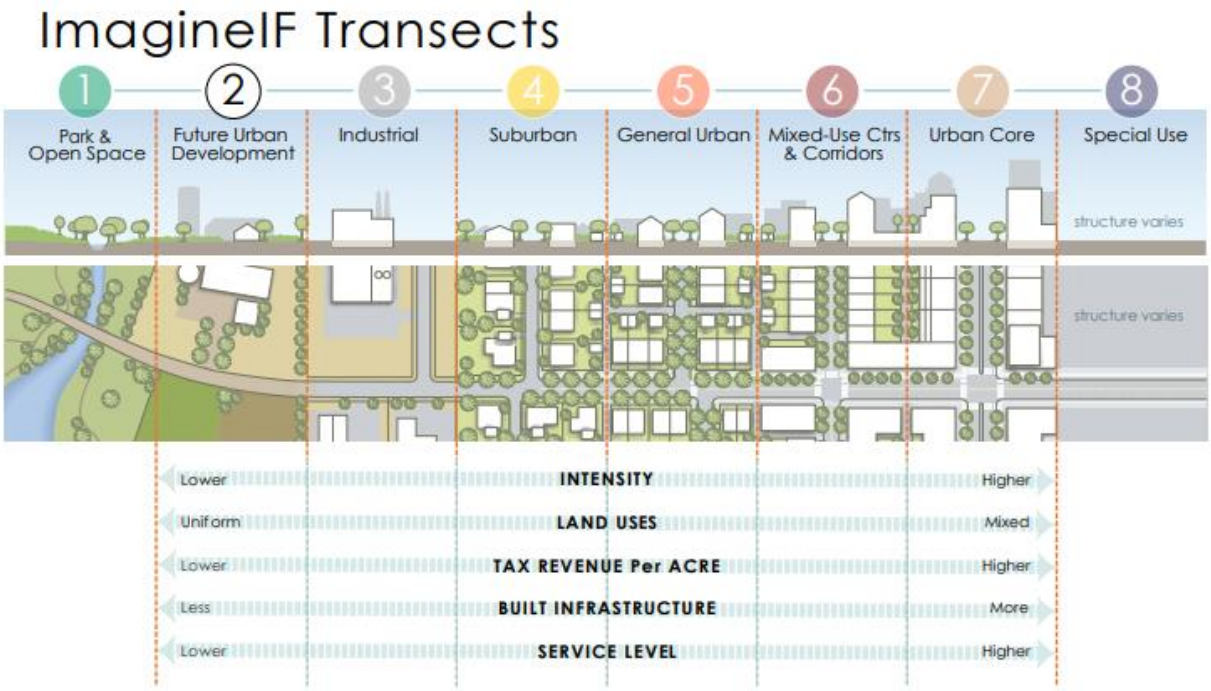
This code change will define the salvage yard use and allow salvage yards in the I&M Zone only. The I&M Zone is the zone that typically sees the most intense and heavy uses of land.

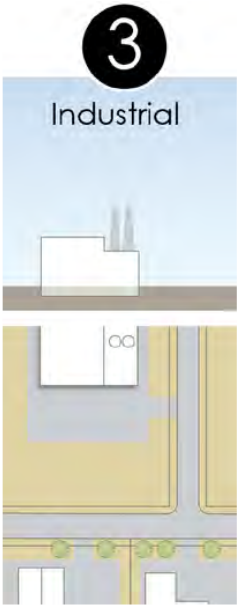
Several development standards will be included in this code rewrite that will help screen buffer and or limit the height of stacked inventory. The development standards are intended to address common concerns or potential nuisances this particular use might potentially create with adjacent properties. Additional requirements include not storing any materials within 30 feet of the right-of-way and a 10-foot-tall screening fence or wall.

Salvage yards will be required to have an impermeable surface that has a means to collect and properly dispose of oils and other fluids in the vehicles in order to address environmental concerns. Other environmental issues will be addressed by the Department of Environmental Quality (DEQ).

The ordinance language also includes separation distances from residential uses and the Snake River.

Comprehensive plan:





3. **Industrial**

Snapshot: The Industrial Transect denotes areas set aside for all varieties of industrial operations, from manufacturing facilities and related warehousing and distribution to machine shops or greenhouses. These areas are generally near major roadways, with frontage on arterial roadways, and they may have railroad access.

Local examples: Industrial Parks south of Sunnyside Road along the Yellowstone Highway Corridor, Anheuser Bush facilities, industrial park located north of Science Center Drive/Anderson Street and US 20

Zoning Ordinance:

11-3-7: PURPOSE OF INDUSTRIAL ZONES

(A) LM Light Manufacturing and Heavy Commercial Zone. This zone provides a light industrial zone in which the primary use of land is for non-nuisance industries, and heavy commercial establishments. This Zone is characterized by a wide variety of businesses, warehouses, equipment yards, and light manufacturing and industrial uses, and located convenient to transportation systems.

(B) I&M Industrial and Manufacturing Zone. This zone provides an industrial zone in which the primary use of the land is a manufacturing, fabricating, processing, and warehousing. Land zoned I&M should be relatively flat, open land, conveniently located close to transportation, public utilities and other facilities necessary for large employment centers and successful manufacturing operations

Table 11-3-6: Dimensional Standards for Industrial Zones

	LM	I&M
Site Area- Minimum in acres		
Setbacks – Minimum in ft.		
Front	30	30
Side	0/30*	0/30*
Rear	0/30*	0/30*
Building Height- Maximum	see sub-sections (2) below	
Lot Coverage- Maximum in %	80	
Building Coverage- Maximum in %	50	
*See explanations, exceptions and qualifications that follow in 11-3-8A (1-2) of this Zoning Code.		

September 2, 2025 7:00 p.m. Planning Department

City Annex Council Chambers

MEMBERS PRESENT: Commissioners Glen Ogden, Dale Storer, Bill Scott, Tia Panter, Matthew Meehan, Forrest Ihler.

MEMBERS ABSENT: Arnold Cantu

ALSO PRESENT: Assistant Planning Director Kerry Beutler, Brian Stevens Planner, Caitlin Long Planner, David Peterson Planner; Zack Jones, Esq, City Attorney, and interested citizens.

CALL TO ORDER: Ogden called the meeting to order at 7:00 p.m. and welcomed the new Commissioner Tia Panter.

MINUTES: Meehan moved to accept the minutes of August 5, 2025, Ihler seconded the motion. The motion passed unanimously.

2. RZN 25-012: AMENDMENT TO SECTIONS 11-2-5 ALLOWED USES IN INDUSTRIAL AND SPECIAL PURPOSE ZONES; 11-2-6 STANDARDS FOR ALLOWED USES; 11-7-1, DEFINITIONS TITLE 11, COMPREHENSIVE ZONING CODE (For Salvage Yards).

Applicant: City of Idaho Falls.

Stevens (Long Range Planner GIS Analyst) presented the staff report, a part of the record.

Scott confirmed that the salvage yards are not in the City, but they could annex in the future. Stevens stated they have land further out and people that want to develop further out and these changes and annexation will help with road improvements and congestion with adding lanes to the roads to move traffic. Scott asked if the properties as they sit fit within the zoning code. Stevens stated that they do not meet requirements as they sit even with these changes. Scott asked how they would be annexed. Stevens stated that they will be grandfathered in as a non-conforming allowed use. Stevens stated that one salvage yard has started to clean up and for orderly growth to happen the salvage yards need land value to go up so they can sell and move further out of the City. Stevens stated that there are parts of land in the area that are asking for these changes. Scott asked if the City could force annexation. Stevens stated that there are rules, and the City wants to grow in an orderly pattern. Stevens stated that legislation recently changed and commercial businesses cannot be city initiated annexed.

Ihler asked if with the grandfathering if they expand or upgrade the facility would they have to conform. Stevens stated that they are limited to a degree. Stevens explained that they can continue to work as they currently are using the property. Stevens stated that it is when they change uses that they can request conformance.

Ogden asked if the current occupants are meeting the definition as proposed or would their current use be grandfathered. Stevens stated that if it currently exists like a 40' stack of cars, which would be allowed to remain. That occupant would be allowed to be grandfathered and operate as they have been operating.

Meehan asked if they are opening up environmental problems, because there is currently not a non-permeable surface and then the property is not developable. Stevens stated that they are being inspected by DEQ and the DEQ will remain the inspector.

Storer stated that the definition is not specific to the applicability to reclamation of chemicals such as used oil, agricultural chemicals, etc. Storer thinks they should broaden the definition to pick up chemical waste. Stevens stated that they can research it if that is added into the motion they will look into it. Storer doesn't feel that the standards are directed at the reclamation of chemicals and still feels that it should be a concern with sites at the edge of the City and not have enough regulations on chemicals. Stevens is comfortable with the definition and the DEQ is already looking at what Storer is concerned with. Stevens indicated that a lot of these places are draining and recycling the oil and other fluids from the crushed cars. Storer stated that a new

or expanded use will hit the City level for monitoring and observing, and DEQ doesn't have the staff to monitor what is going on, and he thinks the City should broaden the definition. Stevens asked Storer for clarification on what he would want added. Storer stated that the definition would pick up chemicals, used oil, agricultural chemicals and broaden it so that it picks up the reclamation of chemicals. Stevens indicated that they could expand it in the definition if that is part of the motion.

Ogden asked if they are anticipating that the properties would be annexed, but there is not a definition in I&M that satisfies this and it is a grandfathered use, and the salvage yards are potentially leaving, so is this definition irrelevant. Stevens stated that this helps with recycling center and would encompass a few other uses. Ogden asked if they should expand the term of salvage to salvage/recycle/reclamation.

Meehan asked if that would require changes to the proposed text (Lines E and F) that specifically deal with recycling. Stevens stated that they will have to shift some things. Stevens stated that they cannot write a rule for everything, and they have to take a rule and be reasonable.

Ogden feels that they do have the reclamation/recycle in the definition. Stevens stated that chemicals could be added. Ogden is comfortable with DEQ taking care of the chemical. Storer isn't sure DEQ's definitions are broad enough to pick up some of the issues. Ogden feels the DEQ are more restrictive. Storer feels that they should look at chemically related products. Ogden feels they could just add reclamation of all chemicals into the definition. Beutler indicated that the motion could state that staff look into chemicals and what the standards would be and provide that information before going to City Council.

Ihler feels they should still keep the wording recycled, reclamation, salvage so someone going through the land use document would pick those words out.

Ogden opened the public hearing.

Support/Opposition: No one appeared in support/opposition.

Ogden closed the public hearing.

Ogden moved to recommend to the Mayor and City Council approval of AMENDMENT TO SECTIONS 11-2-5 ALLOWED USES IN INDUSTRIAL AND SPECIAL PURPOSE ZONES; 11-2-6 STANDARDS FOR ALLOWED USES; 11-7-1, DEFINITIONS TITLE 11, COMPREHENSIVE ZONING CODE (For Salvage Yards), with changing from Salvage yard to Recycling Facility/Salvage yard (or similar) and ask staff to do research regarding definitions of chemical reclamation. Storer seconded the motion. Motion passed unanimously.

ORDINANCE NO._____

AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO; AMENDING TITLE 11 COMPREHENSIVE ZONING CODE, SECTION 11-2-5, ALLOWED USES IN INDUSTRIAL AND SPECIAL PURPOSE ZONES; SECTION 11-2-6 STANDARDS FOR ALLOWED USES; 11-3-9, PURPOSE OF INDUSTRIAL ZONES; 11-7-1, DEFINITIONS, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE.

WHEREAS, the City adopted the Comprehensive Zoning Ordinance to promote the health, safety, peace; convenience and general welfare of the inhabitants of the City by implementing the goals and policies of the City's Comprehensive Plan; and

WHEREAS, the City desires the standards of the City Zoning Code to be consistent and clear; and

WHEREAS, salvage yard businesses provide environmental sustainability by promoting recycling and reuse of motor vehicles and their constituent parts; and

WHEREAS, salvage yards provide affordable options for individual consumers; and

WHEREAS, salvage yards are not currently allowed in any zone in the City's current zoning code; and

WHEREAS, the Council desires to permit salvage yards as an allowed land use within the City's Industrial Zones; and

WHEREAS, the Council conducted a duly noticed public hearing and passed a motion to approve the proposed amendments of the Code on _____, 2025.

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

SECTION 1: Title 11, Chapter 2, Section 5 of the City Code of the City of Idaho Falls, Idaho, is hereby amended as follows:

11-2-5: ALLOWED USES IN INDUSTRIAL AND SPECIAL PURPOSE ZONES.

Table 11-2-3: Allowed Uses in Industrial Zones

P = permitted use. C_1 = administrative conditional use. C_2 = Planning Commission conditional use. C_3 = City Council conditional use. A blank denotes a use that is not allowed in that zone. *Indicates uses that are subject to specific land use provisions set forth in the Standards for Allowed Land Uses Section of this Chapter.

	Industrial		Special Purpose	
Proposed Land Use Classification	**LM**	**I&M**	**R&D**	**P**
Accessory Use*	P	P	P	
Accessory Use, Fuel Station*	P	P	P	
[…]				
Retail	P	P		
Salvage Yard & Recycling Centers*		P		
Storage Facility, Indoor	P	P		
Storage Facility, Outdoor	P	P		
Storage Yard*	P	P		
Terminal Yard, Trucking and Bus		P		
Transit Station	P	P	P	
Vehicle and Equipment Sales	P	P		
Vehicle Body Shop	P	P		
Vehicle Sales	P	P		
Vehicle Washing Facility	P	P		
Warehouse	P	P		
Warehouse, Wholesale With Flammable Materials	P	P		

(Ord. 3218, 9-13-18; Ord. 3233, 12-20-18; Ord. 3451, 3-31-22; Ord. 3496. 12-8-22; Ord. 3574, 6-13-24)

SECTION 2: Title 11, Chapter 2, Section 6 of the City Code of the City of Idaho Falls, Idaho, is hereby amended as follows:

11-2-6: STANDARDS FOR ALLOWED LAND USES.

(A) Accessory Use, Fuel Station

(B) Accessory Use, Storage Yard
(C) Adult Business
(D) Agriculture
(E) Amusement Center, Indoor Shooting Range
(F) Amusement Center, Outdoor
(G) Animal Care Clinic
(H) Animal Care Facility
(I) Bed and Breakfast
(J) Cemetery
(K) Club, and Religious Institution
(L) Day Care, Center and Day Care, Group
(M) Drive-through Establishment

(N) Dwelling, Accessory Unit
(O) Dwelling, Multi-Unit
(P) Dwelling, Single Unit Attached
(Q) Hazards and Nuisances
(R) Home Occupations
(S) Hospital
(T) Live-Work
(U) Manufactured Home outside a Manufactured Home Community
(V) Mobile Home Park
(W) Planned Unit Development
(X) Public Service Facility
(Y) Recreation Vehicle Park
~~(Y)~~(Z) Salvage Yard & Recycling Centers
~~(Z)~~(AA) Short Term Rental
~~(AA)~~(BB) Storage Yards
~~(BB)~~(CC) Temporary Construction
~~(CC)~~(DD) Temporary Land Use

[…]

(Z) Salvage Yard & Recycling Centers

(1) All outside storage areas shall be screened within an enclosed yard and comply with the following standards:

(a) No storage shall be allowed within the front building setback line along a street.

(b) Open storage areas within thirty feet (30') of any public street or any public or common open space shall be screened from the street by buildings or a ten foot (10') wide planting strip with trees and ground cover plus a engineered masonry wall or opaque fence at least ten feet (10') in height.

(c) All materials or parts shall be stored and located within the fenced or walled area.

(d) Stacking of materials within the enclosed area shall be limited to ten feet (10') in height for the first thirty feet (30'). No stacked materials shall exceed eighteen feet (18') in height.

(d) The site shall have an area designated for the processing of vehicles and chemicals. The processing area shall be an impermeable surface that has a means to collect and properly dispose of oils and fluids in the vehicles along with other chemicals.

(e) The salvage yard or recycling center shall obtain and maintain all necessary permits for the storage of materials on the site, including, but not limited to, chemicals oil, hazardous waste, and tires.

(f) The use shall be located a minimum of three hundred feet (300') from any residential district.

(g) Outside storage shall be located at least seven hundred fifty feet (750') from the Snake River and not located within any A Zone or B Zone as defined by the Flood Insurance Rate Maps (FIRM).

SECTION 3: Title 11, Chapter 3, Section 9 of the City Code of the City of Idaho Falls, Idaho, is hereby amended as follows:

11-3-9 : PURPOSE OF INDUSTRIAL ZONES

(A) LM Light Manufacturing and Heavy Commercial Zone. This zone provides a light industrial zone in which the primary use of land is for non-nuisance industries, and heavy commercial establishments. This Zone is characterized by a wide variety of businesses, warehouses, equipment yards, and light manufacturing and industrial uses, and located convenient to transportation systems.

(B) I&M Industrial and Manufacturing Zone. This zone provides an industrial zone in which the primary use of the land is a manufacturing, fabricating, processing, storing, and warehousing. Land zoned I&M should be relatively flat, open land, conveniently located close to transportation, public utilities and other facilities necessary for large employment centers, storage areas, and successful manufacturing operations.

SECTION 4: Title 11, Chapter 7, Section 1 of the City Code of the City of Idaho Falls, Idaho, is hereby amended as follows:

11-7-1 : DEFINITIONS.

Land Use Classification	Definition
Salvage Yard	A use of a site where scrap, waste, discarded or salvaged materials are bought, sold, exchanged, baled, packed, wrecked, disassembled, crushed, recycled or handled or stored, including, but not limited to, scrap iron and other metals, paper, rags, rubber tires, bottles and such other worn out or discarded material as can be turned to some use, but which cannot be used again for the purpose for which it was originally intended, but not including such places where such uses are conducted entirely within an enclosed building, and not including salvage materials incidental to manufacturing operations conducted on the premises.

SECTION 5. 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 6. Codification Clause. The Clerk is instructed to immediately forward this Ordinance to the codifier of the official municipal code for proper revision of the Code.

SECTION 7. Publication and Effective Date. 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.

PASSED by the City Council and APPROVED by the Mayor of the City of Idaho Falls, Idaho, this _____ day of October, 2025.

ATTEST: CITY OF IDAHO FALLS, IDAHO

_____ _____

EMILY GEISLER, CITY CLERK REBECCA L. NOAH CASPER, Ph.D., MAYOR

(SEAL)

STATE OF IDAHO)
) ss:
County of Bonneville)

I, EMILY GEISLER, CITY CLERK OF THE CITY OF IDAHO FALLS, IDAHO, DO HEREBY CERTIFY:

That the above and foregoing is a full, true and correct copy of the Ordinance entitled, "AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO; AMENDING TITLE 11 COMPREHENSIVE ZONING CODE, SECTION 11-2-5, ALLOWED USES IN INDUSTRIAL AND SPECIAL PURPOSE ZONES; SECTION 11-2-6 STANDARDS FOR ALLOWED USES; 11-3-9, PURPOSE OF INDUSTRIAL ZONES; 11-7-1, DEFINITIONS, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE."

_____
EMILY GEISLER, CITY CLERK

(SEAL)

Memorandum

File #: 25-399 **City Council Meeting**

FROM: Wade Sanner, Director
DATE: Tuesday, September 30, 2025
DEPARTMENT: Community Development Services

Subject
Amendment to Title 11, Comprehensive Zoning Ordinance, Sections 11-2-6, Standards for Allowed Land Uses; and 11-7-1, Definitions related to pet grooming; and 11-4-4, Landscaping, Buffers, and Screening related to the placement and screening of refuse and recycling containers

Council Action Desired
☒ Ordinance ☐ Resolution ☒ Public Hearing
☐ Other Action (Approval, Authorization, Ratification, etc.)
Approve the Ordinance amending Section 11-2-6, Standards for Allowed Land Uses; and 11-7-1, Definitions related to pet grooming; and 11-4-4, Landscaping, Buffers, and Screening 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
On September 2, 2025, the Planning Commission unanimously voted to recommend approval of the zoning ordinance amendment related to Section 11-2-6, Standards for Allowed Land Uses; and 11-7-1 Definitions related to pet grooming; and 11-4-4, Landscaping, Buffers, and Screening related to the placement and screening of refuse and recycling containers with additional wording added at the meeting. The nature of the amendment is captured in the attached staff report.

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.

STAFF REPORT

Zoning Ordinance Amendment of Section 11-2-6, Standards for Allowed Land Uses; and 11-7-1 Definitions related to pet grooming; and 11-4-4, Landscaping, Buffers, and Screening

October 9, 2025

Community Development Services

Applicant: City of Idaho Falls

Project Manager: Caitlin Long

Attachments:

1. Zoning Ordinance for Amended Sections for Personal Service and Trash Enclosures

Staff Recommendation: To **approve** to Zoning Ordinance Amendment of Section 11-2-6, Standards for Allowed Land Uses; and 11-7-1 Definitions related to pet grooming; and 11-4-4, Landscaping, Buffers, and Screening.

Staff Comments: The following amendments are smaller items to help clarify definitions and standards for trash enclosures, pet grooming and the addition of health fitness centers and pet grooming to Personal Service definition.

Pet grooming in the past has landed in the definition of Animal Care Clinic and Animal Care Facility, coupled with pet boarding, but pet grooming can also stand alone as a Personal Service. Grooming services do not have the same noise and nuisance concerns that come with boarding. To better serve future uses, this has been listed as a use in the Personal Service definition. In addition, health and fitness centers has also been added as it is not currently specifically identified in the code. While the definition of personal services can include, but is not limited to the uses listed in the definition, these uses have come up in multiple instances. Having a more detailed list will serve the public better in the future. To better clarify, in the additional standards for Animal Care Clinic in Section 11-2-6 (G), grooming was stated to not be allowed unless it related to medical or surgical treatment. That has been removed. Pet grooming could be a stand-alone service offered in an Animal Care Clinic.

Another clarification is with the screening requirements of a trash enclosure. Language has been added that defines that the enclosure should have a minimum of three sides, can be made of opaque materials such as a vinyl fence, but can't be chain link with or without slats, and that trash enclosures and dumpsters can't be in the front setback or in a required buffer.

These small changes help add clarity and create more continuity in applying the code. Changes are listed on the next page. The crossed-out redline represents language recommended for removal and the blue, underlined wording is suggested new language.

Section 11-2-6 STANDARDS FOR ALLOWED LAND USES

(G) Animal Care Clinic.

(1) Clinics are limited to the care of animals that weigh less than two hundred pounds (200lbs) each.

(2) Clinics shall be designed and constructed so that sound emitted through exterior walls or roofs shall not exceed sixty-five decibels (65 dBAs), when measured at the property line.

(3) Clinics shall be designed and constructed so objectionable odors are not emitted from the clinic.

(4) All activities associated with the use shall be within a completely enclosed building.

(5) There shall be no boarding ~~or grooming~~ of animals except as a use incidental to medical or surgical treatment.

11-4-4: LANDSCAPING, BUFFERS, AND SCREENING.

(I) Screening Requirements.

(3) Refuse and Recycling. Refuse and recycling containers shall be screened by solid fences or walls, on a minimum of three (3) sides, and constructed to a minimum height of six feet (6') and designed to match the building materials of the primary building on the site or opaque materials (opaque fence shall not include chain link fencing with or without slats) ~~and the Engineering Standards~~. Where feasible, enclosures for refuse and recycling containers shall be sited ~~to the rear or side of a building, or in a location~~ where visibility from public rights-of-way is minimized. Trash enclosures and dumpsters shall not be located within the front setback or a required buffer.

Definitions

Personal Service: The use of a site for the provision of individualized services generally related to personal needs. "Personal services" include, but are not limited to, beauty and health care services (such as salons, hair nail and skin care, spa, and barbers); pet grooming without boarding; health and fitness centers; locksmiths; repairs such as footwear and leather goods, electronics, and watches; and self-service laundromats and the pick-up and delivery for dry cleaning and laundry services without the operation of dry cleaning or professional laundry service on site. (Ord. 3574, 6-13-24)

September 2, 2025 7:00 p.m. Planning Department

City Annex Council Chambers

MEMBERS PRESENT: Commissioners Glen Ogden, Dale Storer, Bill Scott, Tia Panter, Matthew Meehan, Forrest Ihler.

MEMBERS ABSENT: Arnold Cantu

ALSO PRESENT: Assistant Planning Director Kerry Beutler, Brian Stevens Planner, Caitlin Long Planner, David Peterson Planner; Zack Jones, Esq, City Attorney, and interested citizens.

CALL TO ORDER: Ogden called the meeting to order at 7:00 p.m. and welcomed the new Commissioner Tia Panter.

MINUTES: Meehan moved to accept the minutes of August 5, 2025, Ihler seconded the motion. The motion passed unanimously.

3.RZN 24-014: AMENDMENT OF SECTION 11-2-6, STANDARDS FOR ALLOWED LAND USES; AND 11-7-1 DEFINITIONS RELATED TO PET GROOMING; AND 11-4-4, LANDSCAPING BUFFERS AND SCREENING RELATED TO THE PLACEMENT OF SCREENING OF REFUSE AND RECYCLING CONTAINERS

Applicant: City of Idaho Falls

Beutler presented the staff report, a part of the record.

Scott confirmed that they are talking large dumpsters. Beutler agreed this is about commercial trash enclosures.

Ihler asked if this would include apartments. Beutler stated that multi-family is a commercial development and would be included.

Meehan asked if this makes it easier for developers to create their properties. Beutler agreed that they do want it to match and look nice. Being more direct in the language will make it simpler for the development community.

Beutler asked if the motion could be approval as amended.

Ogden opened the public hearing.

Support/Opposition: No one appeared in support/opposition.

Ogden closed the public hearing.

Meehan moved to recommend to the Mayor and City Council approval of AMENDMENT OF SECTION 11-2-6, STANDARDS FOR ALLOWED LAND USES; AND 11-7-1 DEFINITIONS RELATED TO PET GROOMING; AND 11-4-4, LANDSCAPING BUFFERS AND SCREENING RELATED TO THE PLACEMENT OF SCREENING OF REFUSE AND RECYCLING CONTAINERS as amended, Ihler seconded the motion. The motion passed unanimously.

ORDINANCE NO._____

AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO; AMENDING TITLE 11 COMPREHENSIVE ZONING CODE, SECTION 11-2-6, STANDARDS FOR ALLOWED LAND USES, SECTION 11-4-4 LANDSCAPING, BUFFERS, AND SCREENING; AND SECTION 11-7-1 DEFINITIONS, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE.

WHEREAS, the City adopted the Comprehensive Zoning Ordinance to promote the health, safety, peace; convenience and general welfare of the inhabitants of the City by implementing the goals and policies of the City's Comprehensive Plan; and

WHEREAS, the City desires the standards of the City Zoning Code to be consistent and clear; and

WHEREAS, clarity to the definition of Personal Service to include pet grooming and health fitness centers and more detailed requirements for a trash enclosure will create better continuity in applying the code; and

WHEREAS, the Ordinance includes changes to amendment to Sections 11-2-6, Standards for Allowed Land Uses; 11-4-4, Landscaping, Buffers, and Screening; 11-7-1, Definitions, Comprehensive Zoning Code; and

WHEREAS, the Council conducted a duly noticed public hearing and passed a motion to approve the proposed amendments of the Code on October 9, 2025.

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

SECTION 1: Sections 11-2-6, Standards for Allowed Land Use; 11-4-4, Landscaping, Buffers, and Screening; 11-7-1, Definitions of the City Code of Idaho Falls Idaho is hereby amended as follows:

Section 11-2-6 STANDARDS FOR ALLOWED LAND USES

(G) Animal Care Clinic.

(1) Clinics are limited to the care of animals that weigh less than two hundred pounds (200lbs) each.

(2) Clinics shall be designed and constructed so that sound emitted through exterior walls or roofs shall not exceed sixty-five decibels (65 dBAs), when measured at the property line.

(3) Clinics shall be designed and constructed so objectionable odors are not emitted from the clinic.

(4) All activities associated with the use shall be within a completely enclosed building.

(5) There shall be no boarding ~~or grooming~~ of animals except as a use incidental to medical or surgical treatment.

11-4-4: LANDSCAPING, BUFFERS, AND SCREENING.

(I) Screening Requirements.
(3) Refuse and Recycling. Refuse and recycling containers shall be screened by solid fences or walls, on a minimum of three (3) sides, and constructed to a minimum height of six feet (6') and designed to match the building materials of the primary building on the site or opaque materials (opaque fence shall not include chain link fencing with or without slats) ~~and the Engineering Standards~~. Where feasible, enclosures for refuse and recycling containers shall be sited ~~to the rear or side of a building, or in a location~~ where visibility from public rights-of-way is minimized. Trash enclosures and dumpsters shall not be located within the front setback or a required buffer.

Definitions
Personal Service: The use of a site for the provision of individualized services generally related to personal needs. "Personal services" include, but are not limited to, beauty and health care services (such as salons, hair nail and skin care, spa, and barbers); pet grooming without boarding; health and fitness centers; locksmiths; repairs such as footwear and leather goods, electronics, and watches; and self-service laundromats and the pick-up and delivery for dry cleaning and laundry services without the operation of dry cleaning or professional laundry service on site. (Ord. 3574, 6-13-24)

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. 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 4. 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 October_____, 2025.

CITY OF IDAHO FALLS, IDAHO

_____
Rebecca L. Noah Casper, Ph.D., 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; AMENDING TITLE 11 COMPREHENSIVE ZONING CODE, SECTION 11-2-6, STANDARDS FOR ALLOWED LAND USES, SECTION 11-4-4 LANDSCAPING, BUFFERS, AND SCREENING; AND SECTION 11-7-1 DEFINITIONS, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE."

_____
Emily Geisler, City Clerk

(SEAL)