

The public is invited to attend. However, the agenda for this meeting does not include an opportunity for public interaction. Limited seating will be available on a first-come, first-serve basis. This meeting will be livestreamed at <https://www.idahofallsidaho.gov/429/Live-Stream>. This meeting may be cancelled or recessed to a later time in accordance with law. If you need communication aids or other physical accommodation to participate in or access this meeting, please contact Emily Geisler, City Clerk, at (208) 612-8414 or Lisa Farris, ADA Coordinator, at (208) 612-8323 prior to the meeting.

CITY COUNCIL WORK SESSION

Times listed in parentheses are only estimates.

Call to Order and Roll Call

Executive Session

Called pursuant to Idaho Code Section 74-206(1)(f) to communicate with legal counsel for the public agency to discuss the legal ramifications of and legal options for pending litigation, or controversies not yet being litigated but imminently likely to be litigated. The mere presence of legal counsel at an executive session does not satisfy this requirement.

Council will reconvene after the Executive Session. (15)

Action: Council direction to staff with respect to workers' compensation claim (or take other appropriate action)

Municipal Services

Report: Quarterly/Fiscal Year End Financials (1:15)

Action: Council Direction to Staff (or take other appropriate action)

Public Works, Municipal Services, City Attorney

Discussion: Contract Administration, Change Orders, and Quantity Variance (30)

Action: Council Direction to Staff (or take other appropriate action)

Police, Municipal Services

Discussion: Conex Shooting Range (45)

Action: Council Direction to Staff (or take other appropriate action)

Municipal Services, City Attorney

Update: Sale of City Property (10)

Action: Approve the Purchase and Sale Agreement and authorize the Mayor and City Clerk to sign the necessary documents (or take other appropriate action)

Mayor, City Council

Mayor and Council Reports: Calendars; Announcements; Events; Reports; Updates; Concerns; Questions; Discussion; Proclamations; Notes or Minutes from Boards and Commissions (10)

Action: Council Direction to Staff (or take other appropriate action)

Dated the 7th day of November 2025



Emily Geisler, City Clerk

MUNICIPAL SERVICES DEPARTMENT



Administration (208)612-8249

Information Technology (208)612-8888

Finance (208)612-8269

Building Maintenance (208)612-8499

Frontier Center for the Performing Arts (208)612-8388

MEMORANDUM

TO: Mayor Casper

FROM: Pam Alexander, Municipal Services Director

DATE: November 6, 2025

RE: Property Update – Bel Aire Division 3, Lots 1,2 and 3 Inclusive

Attached for review at the Monday, November 10, 2025, City Council Work session is the Purchase and Sale Agreement between the City of Idaho Falls and Clearstone, LLC.

- The Letter of Intent to purchase the Bel Aire Division property was approved by City Council on Thursday, September 11, 2025, for a total of \$2,000,000.
- This purchase and sale agreement has been drafted by the city's Legal Department.
- The Legal Department is recommending city staff provide this purchase and sale agreement for City Council review during the Monday, November 10, 2025, City Council work session with the recommendation of the Council Direction to Staff to approve the purchase and sale agreement and authorize the Mayor and City Clerk to sign the necessary documents (or take other action deemed appropriate).

Thank you.

Copy: Jacob Beck, Assistant City Attorney

Attachment: Purchase and Sale Agreement Between City of Idaho Falls and Clearstone, LLC.

**PURCHASE AND SALE AGREEMENT BETWEEN
CITY OF IDAHO FALLS, IDAHO, AND CLEARSTONE, LLC.**

THIS PROPERTY PURCHASE AND SALE AGREEMENT BETWEEN CITY OF IDAHO FALLS, IDAHO, AND CLEARSTONE, LLC (hereinafter "Agreement"), is made this 24 day of October, 2025, by and between City of Idaho Falls, Idaho, a municipal corporation of the State of Idaho, whose address is P.O. Box 50220, Idaho Falls, Idaho 83405 (hereinafter "CITY"), and Clearstone, LLC, a Utah limited liability company, whose address is 2141 Parleys Terrace, Salt Lake City, Utah 84109 (hereinafter "BUYER", and together with CITY, the "Parties").

WITNESSETH:

In consideration of the mutual covenants set forth herein, the Parties agree as follows:

1. **SALE**: CITY hereby agrees to sell to BUYER approximately 8.6 acres of land, more particularly described as: Lot 1, Block 17, Lots 1, 2, 3 Block 16 of Bel-Aire Addition, Division No. 3, First Amended, according to the official plat thereof, as recorded in the office of the County Recorder of Bonneville County, Idaho., by reference incorporated into this Agreement as if fully set out herein ("the Property"). CITY shall convey or cause to be conveyed by the legal owner or owners, by a Warranty Deed, free and clear of all liens and encumbrances, excepting any liens or encumbrances that may have attached by reason of any act or deed of BUYER, or any lien or encumbrance to which this Agreement is expressly made subject.
2. **PURCHASE PRICE**. BUYER agrees to buy the Property and to pay CITY the sum of Two Million Dollars (\$2,000,000.00). The total purchase price shall be payable as follows:
 - a. **At Closing**. The sum of Two Million Dollars (\$ 2,000,000.00) shall be paid by BUYER to CITY at Closing (the "Purchase Price"). There shall be no interest charged on the unpaid balance of the purchase price from the date of the execution of this Agreement to the date of closing.
3. **SPECIAL CONDITIONS**. The following Special Conditions shall apply to the sale of the Property:
 - a. Any and all water rights, irrigation rights, mineral rights, and all other rights of ownership shall transfer from CITY to BUYER with the transfer of title from CITY to BUYER at closing unless this Agreement is terminated.
4. **BROKERAGE AGENT**. The brokerage relationship of this Agreement is defined as the following:
 - a. The responsible broker in this transaction is Michael J. Ballantyne, who is a designated broker for TOK Eastern Idaho LLC, dba TOK Commercial (the

“Brokerage Agent”). The Brokerage Agent is both the listing broker and the selling broker for this transaction associated with this Agreement.

- b. Nick Terry, an agent of the Brokerage Agent, shall be the point of contact for the Parties involved in this Agreement. Nick Terry’s contact information is as follows:

Address: 1135 Pier View Drive, Suite 120
Idaho Falls, Idaho 83402
Phone: (208) 227-8148
Email: nickt@tokcommercial.com

- c. Parties agree and understand that the Brokerage Agent shall be acting as an agent on behalf of the CITY, and shall be acting as a non-agent on behalf of BUYER.
- d. Each Party signing this Agreement confirms that it has received, read and understood the Agency Disclosure Brochure, attached hereto as “Exhibit A” and made a part hereof, adopted or approved by the Idaho Real Estate Commission, and has consented to the relationship confirmed above. In addition, each Party confirms that the Brokerage Agent’s office policy was made available for inspection and review.
- e. Each Party understands that unless a signed written agreement for agency representation has been made between said party and Brokerage Agent, such a party shall only be considered a “customer” to Brokerage Agent. Wherein there is a written agreement between CITY and Brokerage Agent, CITY is a “client” of Brokerage Agent.
5. CLOSING. Closing shall occur no later than thirty (30) days following the completion of tasks of the Due Diligence Period as provided in Section 10. Pioneer Title Company of Idaho Falls shall be the “Closing Agent.” CITY shall execute a new Warranty Deed at the time of Closing.
6. CLOSING COSTS. CITY and BUYER shall deposit with the Closing Agent all instructions, information, funds, and instruments necessary to complete the sale. Brokerage or agent’s commission, if any, shall be paid by CITY. Closing escrow costs, if any, shall be paid half and half by CITY and BUYER.
7. EARNEST MONEY. BUYER shall deposit, via a cashier’s check, Ten Thousand Dollars (\$10,000.00) as “Earnest Money” with the Closing Agent within five (5) business days from the date of this Agreement, as a cashier’s check or wire deposit. The Earnest Money shall be non-refundable to BUYER from the date of deposit..
8. POSSESSION/PRORATION. Possession of the Property shall be delivered to BUYER immediately following closing. Taxes and water assessments, if any, shall be prorated as of Closing.

9. TITLE OF PROPERTY. All rights, titles and interests of CITY in the Property shall be conveyed by Warranty Deed, be good and marketable and free and clear of all liens and encumbrances except liens of taxes and water assessments, but subject to rights reserved in federal patents, state deeds; building or zoning regulations and ordinances of any governmental entity; and rights of way and easements (including easements for buried telephone, cable and gas lines established or of record). The Property shall be conveyed to BUYER by a Warranty Deed in substantially the same form as Exhibit "B" attached hereto. BUYER shall pay fees required for the recording of the Warranty Deed from CITY to BUYER.

In the event the Property is conveyed subject to encumbrances, CITY shall fully, faithfully, and timely perform all terms, conditions and covenants associated with such encumbrances and shall indemnify, defend, and hold BUYER harmless therefrom. All covenants, conditions, representations, and warranties set forth in this Agreement shall survive the closing of this transaction and delivery of the deed.

10. TITLE INSURANCE. No title insurance shall be provided by CITY. In the event that BUYER desires title insurance, BUYER may purchase such title insurance at its own cost and expense.

11. DUE DILIGENCE/INSPECTION PERIOD. BUYER shall have one hundred twenty (120) days from the effective date of this Agreement to enter the Property for purposes reasonably related to making a full determination of the suitability of the Property for BUYER's intended use (the "Due Diligence Period"). BUYER, and/or its agents, shall have the right to inspect the Property at reasonable hours, and to undertake at BUYER's expense any testing, inspections, and other activities it shall deem necessary in making a determination to fully close on the Property.

BUYER shall have the opportunity to conduct environmental testing and investigation of the Property and the soil or other environmental considerations on the Property. This Agreement is subject to BUYER's satisfaction of the Environmental Testing results. All testing and investigations must conclude by the end of the Due Diligence Period. If BUYER determines, in BUYER's sole discretion, that the Property is not acceptable to BUYER, BUYER may terminate this Agreement by delivering written notice to CITY by the end of the Due Diligence Period. The cost of any testing, investigation, and all other activities related to helping BUYER make a determination on closing on the Property, shall be at BUYER's sole cost and expense.

If BUYER completes its testing and investigations prior to the passing of one hundred twenty (120) days, BUYER may provide CITY notice requesting that the Due Diligence Period be closed and may additionally request that the thirty (30) day period for Closing commence.

12. EXTENSION PERIOD. BUYER shall have one (1) option to extend the Due Diligence Period for thirty (30) days by providing written notice to CITY of its intent to exercise that option ("Extension Period"). To exercise the option of the Extension Period,

BUYER shall provide an additional Ten Thousand Dollars (\$10,000.00) deposit, no later than five (5) business days from the delivery of the notice of the Extension Period. Notice of the Extension Period must be received by CITY prior to the closing of the Due Diligence Period.

13. PROJECT APPROVAL AND PERMITTING. BUYER will work to obtain all project approvals and permits from the appropriate governing agencies for the development of the Property prior to Closing, to the extent that such project approvals and permits are available to it prior to Closing. CITY shall cooperate with BUYER in good faith and shall provide any necessary signatures, affidavits of legal interest, easements, and other reasonable cooperation required for approvals and permitting. BUYER shall not enter into any agreements with third parties that affect title to or imposes obligations on the Property prior to Closing, and CITY shall have no obligation to enter into any binding agreement before Closing. All costs associated with obtaining project approvals and permits shall be the sole responsibility of BUYER.
14. SELLER WARRANTIES. No warranties, agreements, or representations, express or implied, have been made or shall be binding upon either party unless set forth in this Agreement. Except as otherwise set forth in this Agreement, BUYER accepts the Property in an "AS IS" condition, and is purchasing the Property upon its own examination and judgment, and not by reason of any representation made by CITY, or CITY's agents, including but not limited to its condition, size, location, zoning status, covenants, conditions and restrictions, present value, future value, income, or production therefrom.
15. AMENDMENT. No amendment, alteration or modification of this Agreement shall be effective unless made in writing, duly executed by the parties hereto and in accordance with requirements of Idaho Code.
16. ASSIGNMENT. So long as CITY approves, and there are no changes to terms and conditions of this Agreement, BUYER may assign its interest in this Agreement to another..
17. EXECUTION OF OTHER DOCUMENTS. The parties agree to execute any further and additional documents necessary to carry out the terms of this Agreement as long as such are consistent with Idaho Code.
18. SEVERABILITY. In the event any provision or section of this Agreement conflicts with applicable law, or is otherwise held to be unenforceable, the remaining provisions shall nevertheless be enforceable and carried into effect.
19. GOVERNING LAW. This Agreement shall be governed by and interpreted under the laws of the State of Idaho.

20. BINDING EFFECT. This Agreement shall inure to and be binding upon the parties hereto and their heirs, personal representatives, successors, and assignees.
21. ATTORNEY FEES. In the event either party defaults in the performance of the terms and conditions set forth herein, the defaulting party agrees to pay the reasonable attorney's fees and costs incurred by the prevailing party in enforcing the terms and conditions hereof.
22. ENTIRE AGREEMENT. This Agreement constitutes and contains the entire Agreement of the parties and supersedes and merges all other prior understandings or agreements between the parties with respect to the purchase and sale of the Property described above, if any, whether verbal or written.
23. EXECUTION IN COUNTERPARTS. This Agreement may be signed in counterparts, each of which shall be deemed an original and all of which when taken together shall constitute one instrument.
24. APPROVAL BY CITY COUNCIL. The Parties agree that this Agreement must be presented to and approved by the Council of the City of Idaho Falls, Idaho, in order to become effective.

[Intentionally Blank – Signature Page to Follow]

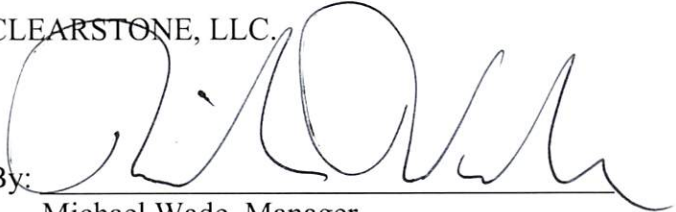
ATTEST:

CITY OF IDAHO FALLS

 Emily Giesler, City Clerk
GEISLER

By: 
~~Rebecca L. Noah Casper, Ph.D., Mayor~~
LISA BURTENSCHAW, MAYOR PRO TEM

CLEARSTONE, LLC.

By: 
Michael Wade, Manager

STATE OF IDAHO)
) ss.
County of Bonneville)

On the _____ day of _____, 2025, before me, the undersigned, a notary public for Idaho, personally appeared ~~Rebecca L. Noah Casper~~ ^{PROTEM}, known to me to be the Mayor of the City of Idaho Falls, Idaho, the municipal corporation that executed the foregoing document, and acknowledged to me that she is authorized to execute the same for and on behalf of said City. * LISA BURTENSHAW

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

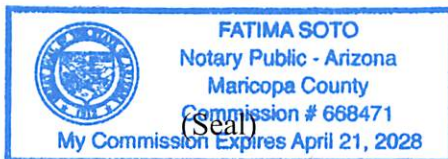
(Seal)

Notary Public for State of Idaho
Residing at Idaho Falls, Idaho
My Commission Expires: _____

STATE OF Arizona)
) ss.
County of Maricopa)

On the 24 day of October, 2025, before me, the undersigned, a notary public in and for said State, personally appeared Michael Wade, known or identified to me to be the person whose name is subscribed to the within instrument and acknowledged to me that they are the manager of CLEARSTONE, LLC, a Utah limited liability company, and that they are authorized to execute the same for and on behalf of CLEARSTONE, LLC.

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



Fatima Soto

Notary Public for State of ~~Idaho~~ Arizona FS
Residing at ~~Idaho Falls, Idaho~~ FS Mesa, Arizona
My Commission Expires: 04/21/2028



AGENCY DISCLOSURE BROCHURE

EFFECTIVE JULY 1, 2025

THIS IS NOT A CONTRACT!

This document explains the duties a real estate brokerage & its licensees (a Brokerage) owe Idaho consumers, as outlined in the Idaho Real Estate Brokerage Representation Act (Idaho Code 54-2082 - 54-2097). **These duties are required by law!** A Brokerage **CANNOT** modify or eliminate any of them, even with your consent. It is recommended that you review this document **prior to discussing ANY personal information with a Brokerage.**

THE TERM AGENCY refers to the relationship between a Brokerage & consumers in a real estate transaction. The duties you're entitled to during the process depend on the type of relationship you have with a Brokerage. Understanding the relationships is essential in deciding whether you want to be a **CUSTOMER** or a **CLIENT**.

CUSTOMERS

ALL consumers in a real estate transaction are owed the following **CUSTOMER** duties:

- Assist in transactions with honesty, good faith, skill, & care
- Disclose all known or reasonably knowable adverse material facts
- Properly account for property or money received

IF you sign a **Compensation Agreement**, you are **still** a Customer but a Brokerage **MUST**:

- Be available to timely present & receive written offers & counteroffers

AS A CUSTOMER, a Brokerage is **NOT** required to keep your info confidential or promote/protect your interests. If you want those services, you **MUST** sign a Representation Agreement to become a **CLIENT**.

CLIENTS

The duties owed to **CLIENTS** are more extensive. These duties are **ONLY** owed to consumers who have signed a Representation Agreement with a Brokerage.

- | | |
|---|--|
| - Perform the terms of the written agreement with reasonable skill & care | - Disclose all known or reasonably knowable adverse material facts |
| - Promote your best interests in good faith, honesty & fair dealing | - Be available to present & receive written offers & counteroffers |
| - Keep sensitive info confidential even after representation ends | - Assist in negotiating price & terms for the transaction |
| - Properly account for property or money received | |



IF YOU SIGN a Representation Agreement & become a **CLIENT**, you'll need to know what type of options are available. In Idaho, you may be represented under **SINGLE AGENCY** or **LIMITED DUAL AGENCY**.



SINGLE

Under Single Agency, you are a Client & the Brokerage represents you, **AND ONLY YOU**, in your real estate transaction. The entire Brokerage is obligated to promote your best interests. The Brokerage is **NOT** allowed to represent the other party to the transaction.

If you are a **BUYER**, the Brokerage will seek a property for you to purchase with an acceptable price & other terms, and advise you to consult with appropriate professionals.

If you are a **SELLER**, the Brokerage will seek a buyer to purchase your property under acceptable terms, & seek proof of a buyer's financial ability to complete the transaction.

LIMITED DUAL

Limited Dual Agency means a Brokerage represents **BOTH** the buyer & the seller in the same transaction. This may occur if you buy a property listed by the same Brokerage or if the Brokerage finds a buyer for your property. There are **TWO** types of Limited Dual Agency:

WITHOUT ASSIGNED AGENTS

The Brokerage represents both Clients **EQUALLY**, without favoring either. The Brokerage **CANNOT** share confidential information & **MUST** protect both Clients' interests while fulfilling their agreements & duties with skill and care.

WITH ASSIGNED AGENTS

The Designated Broker authorizes an agent to represent each Client. The agents **MUST** protect **their assigned Client's** best interests, & keep Client info confidential. The Designated Broker remains neutral & ensures both agents fulfill their Client duties.



Still have questions? Scan the QR code or visit the website below for consumer resources & common FAQs!

idrealestatehelp.my.canva.site/



BROKERAGE: TOK Eastern Idaho LLC, dba TOK Commercial

DESIGNATED BROKER: _____ PHONE NUMBER: 208.378.4600

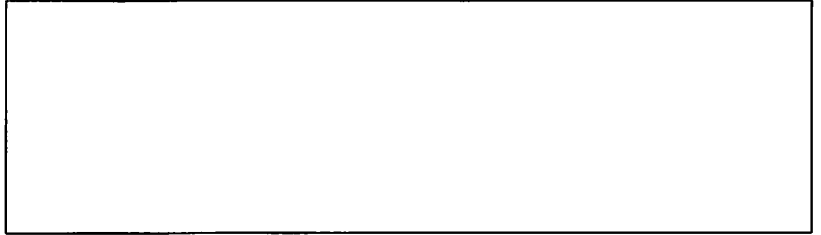
ACKNOWLEDGMENT OF RECEIPT: Your signature is **ONLY** an acknowledgement that a licensee gave you a copy of this document. This is **NOT** a contract; you are under **NO** obligation to anything by signing.

SIGNATURE: _____ DATE: _____

SIGNATURE: _____ DATE: _____

Exhibit "B"

WARRANTY DEED



THIS INDENTURE, made this _____ day of _____, 2025, between the CITY OF IDAHO FALLS, IDAHO, a municipal corporation of the State of Idaho, whose mailing address is P.O. Box 50220, Idaho Falls, Idaho 83405, County of Bonneville, hereinafter referred to as "GRANTOR," and Clearstone, LLC, a Utah limited liability company, whose address is 2141 Parleys Terrace, Salt Lake City, Utah 84109, whereinafter referred to as "GRANTEE."

WITNESSETH

That GRANTOR, for and in consideration of the sum of ONE AND NO/100 DOLLARS (\$1.00), lawful money of the United States of America, and other good and valuable considerations to GRANTOR, in hand paid by GRANTEE, the receipt whereof is hereby acknowledged by GRANTOR, does by these presents remise, release and forever quitclaim unto GRANTEE, all the following described real estate, situated in the County of Bonneville, State of Idaho, to-wit:

Lots 1, Block 17, Lots 1, 2, 3 Block 16 of Bel-Aire Addition, Division No. 3, First Amended, according to the official plat thereof, as recorded in the office of the County recorder of Bonneville County, Idaho.

Together with all and singular the tenements, hereditaments and appurtenances thereto belonging or in any way appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof.

TO HAVE AND TO HOLD, all and singular, the said premises, together with the appurtenances and privileges thereto incident, unto the said party of the second part and to its heirs and assigns forever.

GRANTOR and GRANTOR'S heirs shall warrant and defend the premises in the quiet and peaceful possession of GRANTEE and GRANTEE'S successors and assigns, against the GRANTOR and GRANTOR'S heirs, and against every person whomsoever who lawfully holds or claims to hold rights in the premises as of the date hereof.

IN WITNESS WHEREOF, GRANTOR has hereunto subscribed its hands and seals on this day and year first above written.

City of Idaho Falls. (GRANTOR)

Rebecca Casper, Mayor

STATE OF _____)
) ss:
County of _____)

On this _____ day of _____, 2025, before me, the undersigned, a notary public,

Exhibit “B”

in and for said State, personally appeared Rebecca Casper, known or identified to me to be the Mayor of the City of Idaho Falls, a municipal corporation of the State of Idaho, and whose name is subscribed to the within instrument and acknowledged to me that she is authorized to execute the same for and on behalf of said municipality.

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

Notary Public of Idaho

Residing at: _____

My Commission Expires: _____

(Seal)



Board of Directors Meeting Minutes

October 14, 2025 | 9:00am | Willard Arts Center

Board of Directors Attendees: Chip Langerak, Jill Hansen, Brandi Newton, Greg Crockett, Matt Jacobson, Michelle Ziel-Dingman IFDDC | **Staff:** Kerry Hammon | **Guests:** Terri Ireland, Cindy Keller, and Georginia Goodlander.

Topics Discussed:

- Chip Langerak: Welcome & introductions
- Chip Langerak: Reviewed Sept 9, 2025, minutes. Jill motioned to approve. Matt seconded. No opposition.
- Brandi Newton: Reviewed Aug 31, 2025 financials. Positive cash balance. Brandi made a motion to approve, and Greg seconded. No opposition.

Director's report:

- **Project update:**
 - Website is ready to go live once staff are trained on the backend.
 - Broadway Plaza shade sails contractor expressed concerns about moving forward on this project due to the complexity of the structure. Kerry will schedule a meeting with Lisa Farris to discuss other options for the CBDG funds. Everyone agreed.
 - Events: Water Tower event was successful. Very well attended.
 - Ladies Shopping Day was great. Over 150 shopping bags/coupon books handed out.
 - State of downtown, Oct 21st @ the ARTitorium on Broadway, 6-8pm. Invites have been sent out to all the property and business owners downtown.
 - Octoberfest was well attended and turned out great with the new format.
 - Find the Tricky Skeleton, noon-3pm on Oct. 25. Crawlween pub crawl, starting at 4:30 p.m. on Oct. 25. Both events start and stop at Civitan Plaza.
 - Tree Lighting Ceremony and Holiday Market Nov. 22, 4-8pm, ceremony 6pm. Trolley rides begin Nov. 22 and go until Christmas. Holiday decorations start on Nov 15th.
 - Due to event expenses rising, we're eliminating Winter Brew, Spring Brew, and Summer Brew and replacing them with pub crawls. We will continue to hold St. Paddy's Day on Park and Oktoberfest on Park Ave and focus on optimizing our current events instead of adding more.
 - Budget review: Kerry presented the proposed budget for 2025-2026, Greg made a motion to approve, Brandi seconded. No opposition.
 - Merchant Association Board Representation: Kerry presented an opportunity for the Merchant Association to appoint a representative to be a board member. Terri Ireland volunteered to take that position. Matt motioned to add Terri as a board member for IFDDC. Brandi seconded. No opposition.

The meeting was adjourned at 10:10 a.m. The next board meeting will be on Tuesday November 4th, 2025, at 9am.



PARKS & RECREATION COMMISSION MEETING

October 6th, 2025

Recreation Center

12:00 Noon

Members in Attendance: M. Hill, N. Birch, T. Hobson, C. White, B. Combo, B. Nitschke, P. Holm, B. Stevens, J. Beck, L. Harker, C. Casperson, L. Burtenshaw, J. Francis

Members Not in Attendance: B. Lee, T. Hersh, J. Walker

Call to Order

B. Combo called the meeting to order at 12:02pm.

Approval of Minutes

B. Nitschke moved to approve the September 8th minutes. C. White seconded. All were in favor.

Director's Report – P. Holm

P. Holm reported the following.

P. Holm addressed the following topics from his director's report that the commissioners had questions about.

- Naming rights analysis for Melaleuca Field. P. Holm said that Melaleuca's 20-year contract ends in two months and that Melaleuca has right of first refusal. He discussed that any revenue gained from the naming rights sponsorship will be directed back into the facility for new seats, basic renovations, overhauling of restrooms, clubhouse improvements, etc. P. Holm explained the current lease agreement and the terms regarding the maintenance being done by Parks and Recreation.
- Gateway to Kelly Canyon Tubing Hill – The tubing hill will be allowed to open if they fulfill their landscaping requirements. They will also be lowering their prices this year and reducing the steepness of the hill.
- Parks and Recreation Financial Report – P. Holm summarized the Parks and Recreation financial position at the end of the 2025 Fiscal Year. He also discussed the 2026 budget.
- The MOU between the city and county regarding a development buffer along the Snake River from the upper dam to the lower dam. This MOU will ensure that future development is planned in a way that will allow for Riverwalk expansion to the north and south of Idaho Falls.
- P. Holm met with Greg Smith, who leads the local Submarine Veterans Association. The association would like to erect a monument in Freeman Park, honoring all Idaho veterans who have perished on submarines. P. Holm

discussed needing to work with parks staff and various Veteran's groups on possible placement locations of the monument.

- P. Holm reported that the UTV parade route has changed. The parade will start and end at Freeman Park and the only road closure will be on Broadway.
- P. Holm discussed some ice rink concerns with user groups, and a policy being worked on to establish the process for scheduling rink time.
- He reported that the pathway from Sunnyside to Frontier Fields has been approved.
- P. Holm reported that Recreation Superintendent Chris Horsley has taken a job in Utah, and his last day will be October 24th.

Lynn Harker (Citizen Guest) – Scooters on the Riverwalk

- Lynn Harker attended the commission meeting to voice his frustration with the scooters on the riverwalk that he feels are a safety hazard and a possible liability to the city. Lynn brought photos showing scooters left randomly in the pathways. He would like to see the scooter placement better managed.
- Following his report, the commissioners discussed the matter. P. Holm will provide an update at the next meeting, after he contacts the scooter company.

Commission Reports

Golf Advisory – T. Hersh (absent – but sent report)

T. Hersh reported the following:

- The golf staff are shopping for a new point of sale system to help with everything from scheduling tee times to controlling inventory.
- The golf courses are finishing this season in a strong financial position and remain very busy.

Shade Tree - M. Hill

M. Hill reported the following:

- The Shade Tree Committee reconvened after a summer break.
- They are planning the 2026 Arbor Day Celebration, and it will be dedicated to a replanting project on the riverwalk that will be funded by a grant.
- The Forestry Department is busy replanting trees in parks and along pathways. They've already planted 100 trees and have about 20 more left to plant.
- The next Shade Tree Committee meeting was scheduled for October 28th, but in lieu of the meeting, they will have a memorial tree planting for two former committee members who have passed away.

Bonneville County – J. Walker (absent)

School District 91 – N. Birch

N. Birch reported the following:

- It's district tournament time, and the state golf tournament begins this coming weekend, October 10th in Boise.
- He would like to get the state golf tournament held at Pinecrest during the course's 100th anniversary.
- Fall sports are ending. It was a great season.

School District 93 – T. Hobson

T. Hobson reported the following:

- The Idaho Falls High School Activities Association hosted the annual Districts 5 and 6 meeting which was held at the Mountain American Center. Sixty-five schools were represented
- The Thunder Ridge golf team won the district tournament and set a team record at the Falls Classic at Sand Creek Golf Course. The boys' golf team won the district tournament by 29 strokes.
- Cross-country running has their last local meet next week.
- The Hillcrest girls' soccer team is going to their conference tournament as the number one seed, as is Thunder Ridge's team.

National Trends on Aging – C. White

C. White reported on the following trends among older adults:

Increasing Participation among Seniors

- The rate of outdoor recreation among seniors (55+) has been rising. In 2022, about 35% of seniors participated in outdoor recreation, which was up from 28% just a few years ago.
- The 65+ age group also shows strong growth, with one of the fastest growth rates of any group.

Shift Toward "Gateway" Activities & Casual Participation

- Many seniors are gravitating toward more accessible activities (sometimes called gateway activities), such as hiking, walking, biking, fishing, and camping. These activities tend to have lower barriers to entry (cost, skill, equipment).

Sports Tourism – B. Combo/B. Lee

No report

Park Conditions and Needs – B. Nitschke

B. Nitschke reported the following:

- B. Nitschke encouraged all board members to enjoy the parks this month. The deciduous trees have their fall party dresses on and along with the goldilocks temperatures (not too hot, not too cold, but just right) it is the very best time of all.

Adjournment at 1:17pm.

Next meeting – November 3, 2025

Recorded by:

*Tracy Sessions, Executive Assistant
Parks & Recreation Dept.*



**PARKS & RECREATION
SHADE TREE COMMITTEE MINUTES
Tuesday, March 25, 2025
Activity Center
12:00 P.M.**

MEMBERS IN ATTENDANCE:

Matt Hill, Mara Hill, Brandon Lerwill, Lee Washburn, Duston Edwards, Brian Stevens, Ed Phillips, Sam Ellsworth (via phone)

CALL TO ORDER – Matt Hill

Matt Hill called the meeting to order at 12:10 p.m.

CITY REPORT

- Next meeting is scheduled for April 29, 2025.
- New Members – The Shade Tree Committee has two new members joining it, Mara Hill and Ed Phillips. Mara is a student at CTEC studying horticulture and agriculture. She is also a member of the schools FFA. Ed Phillips is a member of the community gardens and is excited to be a part of this committee.
- Chair and Vice Chair Election – Matt Hill was nominated to remain Chairman by Sam Ellsworth and seconded by Mara Hill. It was by unanimous decision that Matt was elected. Sam Ellsworth was nominated by Matt Hill and seconded by Mara Hill to be Vice Chairman. It was by unanimous decision that Sam was elected Vice Chairman.

APPROVAL OF MINTUES

October minutes approved by Matt Hill 2nd Sam Ellsworth.

CURRENT CITY FORESTRY STATUS

- Winter Projects – It has been a busy winter with unplanned projects. Due to construction at Community and Tautphaus Park, 42 trees had to be removed. 1 quake tree was saved at Community and transplanted somewhere else in the quake Memorial Grove. 1 maple was moved elsewhere on 25th street islands to provide better visibility when turning. Roadway clearance was done at Rose Hill Cemetery for a summer

construction project. Clearance was done around the river for the Christmas UTV Parade. Trees were trimmed at Water Department building, Noise Park, and Sandy Downs. Finally, a ton of progress was made on the Tree Ordinance revision and the Tree Maintenance Plan.

- End of Year Report –The last year was a busy one for staff members of Forestry and Horticulture. Work accomplished:
 - Sprayed 2500 tree rings in various parks
 - Mulched 763 trees
 - Planted 79 trees
 - Pruned 473 trees
 - Removed 49 trees
 - Injected 50 trees
 - Sprayed insecticide or applied chemicals for tree health on 554 trees.This does not include all of the normal Horticulture-related duties.

GENERAL TREE DISCUSSION

- Shade Tree Committee Projects – The Shade Tree Committee has been working on a bunch of projects and some of those include: ordinance revision, the creation of a tree management plan, editing the tree protection plan, reviewing and editing the states EAB plan, and finally planning a Memorial Tree for Randy Westergard. The ordinance is with the City's attorney who is editing it and getting ready to present it to the Mayor and City Council. The tree management plan has been a main priority because of its tie with the UCF grant the city was awarded. It is close to being completed and moving on to the next round of review. The tree protection plan was sent to the City's attorney a few years back and needed some edits. It needs to be looked at again and edited so that it can get moving. There have been a few parks mentioned for Randy's memorial tree, but someone from the City still needs to reach out to his wife and see what she would like. Lee hopes to have the tree planted by late spring early summer. Lee and Duston are getting ready to go to Boise in April to learn more about strategies for controlling EAB so that it can be included into the EAB plan.
- Arbor Day – Arbor day is quickly approaching and because of the lack of Shade Tree meetings, Josh and Lee met and brainstormed some ideas. They had a meeting earlier in the month about past mayor memorial trees. It was decided that Arbor Day will be held at Heritage Park to plant some of those memorial trees and to plant some parking lot trees. Two schools will join the city, one consisting of 5th and 6th grade students from Sunnyside elementary and the other one will hopefully be CTEC again. Lee has reached out to CTEC but because of spring break has not heard back. Mara volunteered to help Lee reach out to one of her teachers there. The date for Arbor Day will be May 9th at 10:30 A.M. A total of 18-22 trees will be planted that day.

- Power Update – IF Power has had no tree related incidents and Brandon attributes that to the great job Davey has done with power line clearance. Even through the high winds the area has seen, there has been no tree damage.

ANNOUNCEMENTS AND ADJOURNMENT

- Park Tour was mentioned and if Lee still planned on having one. He is planning on it but it also depends on if he can find 2 more members.
- Shade Tree is still looking for 2 new members.

Meeting adjourned Ed Phillips motioned and Matt Hill 2nd all in favor.

Next meeting will be April 29, 2025.

Meeting recorded by Duston Edwards



**PARKS & RECREATION
SHADE TREE COMMITTEE MINUTES
Tuesday, April 29, 2025
Activity Center
12:00 P.M.**

MEMBERS IN ATTENDANCE:

Matt Hill, Mara Hill, Lee Washburn, Duston Edwards, Ed Phillips, Sam Ellsworth, Josh Stephens

CALL TO ORDER – Matt Hill

Matt Hill called the meeting to order at 12:01 p.m.

CITY REPORT

- Next meeting is scheduled for May 27, 2025.

APPROVAL OF MINTUES

March minutes approved by Sam Ellsworth 2nd Ed Phillips.

CURRENT CITY FORESTRY STATUS

- Earnest Tree Spading Project – Earnest Drive over by the newer section of Old Butte Soccer Complex needs to be moved. The reason for the move is because it is on airport property and whenever the airport decides to expand into Old Butte it would be in violation of FAA rules. With the new housing project going in West of Earnest, now would be the best time to move the road. There is a total of 32 trees needing moved from the new road location before it can be built. Lee and staff will try and move as many trees as they can to reduce the number cut down; however, most of the trees are on the verge of being too large to move without a bander. The trees that are able to be moved will go to Troy pond, Poitevin Park, Heritage, Ryder, and possibly Tautphaus.

GENERAL TREE DISCUSSION

- Emerald Ash Borer – The Emerald Ash Borer, EAB, is an invasive pest from Asia. It was brought over to the United States and the first outbreaks started in Michigan. The bug moves naturally by flying or through human transport via firewood. It has been found as

close to Idaho as Oregon and Colorado but no known sightings have been reported in Idaho. EAB attacks all Fraxinus species but does not include Mountain Ash, sorbus species. The most common tree that Idahoans have to worry about is the Green Ash. Twenty five percent of Idaho Falls' tree inventory is Green Ash as of right now, and Lee believes that it is a larger percentage than that once everything gets inventoried. This means that as of now Idaho Falls is over the recommended average of ash by ten percent. Once a tree gets EAB, the larvae feed under the bark interrupting nutrient flow. Once a population is big enough the tree will eventually die. It takes 3-5 years before signs of EAB infestations start to show. Signs of Emerald Ash Borer include: D-shape exit holes, flagging, bark blinding, suckering, and bark cracks. Inspections and treatment can become very time consuming and costly. This kind of infestation has been unprecedented and is often referred to as a natural disaster in slow motion. Once the tree dies, it becomes a safety hazard because the tree becomes very brittle. It is more cost effective to treat a tree for 20 years than to remove them immediately. There is no need to treat the tree before EAB is in Idaho but a lot of the same treatment options also treat for Lilac Ash Borer which is a current pest in Idaho. The first thing that the City should do is spread the word about this pest to community members, nurseries, and other arborist companies. The second thing that needs to happen is branch sampling. In order to do this, you need to collect a couple of branches off of the tree and tag them with the location they were obtained from. The branches need to be 2-3 inches in diameter and be at least 30 inches long. You then take a draw knife and peel back the layers of the branch a little at a time inspecting for EAB. The third thing the City needs to do is stop planting Ash trees. Parks has not planted an Ash tree in 7-8 years to try and get ahead of this goal. It is not a matter of if we get this but when we will get this.

- Power Update – Brandon was unable to attend the meeting so there was no power update.
- Open Discussion – Lee opened up the meeting to try and get topics for future shade tree meeting ideas. Sam asked about spading and selling trees out at Old Butte. Lee replied with now that the airport has backed off on plans to take Old Butte over that the trees need to stay. Josh added that it is a good idea but unlikely because of potential legal hurdles that would need to be addressed first. Mara asked about getting kids more involved in horticulture. Lee mentioned that there are programs such as the adopt a flowerbed that could generate some interest. There used to be a program put on by the Community Gardens that allowed children to participate and grow a garden but because of logistics became too hard to continue. Matt suggested some sort of tree walk. This would allow children to tour our parks and learn about the trees in them. It was a memorable experience in both Matt and Lee's youth. This then brought up discussions about an arboretum. Idaho Falls does not have an arboretum and could allow people to learn about the different kinds of trees. One suggestion is to have multiple dedicated to certain types of trees. No further discussion or decisions were made about this though.

ANNOUNCEMENTS AND ADJOURNMENT

- Arbor Day is May 9th at 10:30 A.M. students from both Sunnyside Elementary and CTEC will be helping plant 17 trees.
- Shade Tree is still looking for 2 new members.

Meeting adjourned Sam Ellsworth motioned and Mara Hill 2nd all in favor.

Next meeting will be May 27, 2025.

Meeting recorded by Duston Edwards



**PARKS & RECREATION
SHADE TREE COMMITTEE MINUTES
Tuesday, May 27, 2025
Activity Center
12:00 P.M.**

MEMBERS IN ATTENDANCE:

Matt Hill, Mara Hill, Duston Edwards, Ed Phillips, Sam Ellsworth, Brandon Lerwill, Rich Potter, Brian Stevens

CALL TO ORDER

Matt Hill called the meeting to order at 12:02 p.m.

CITY REPORT

- Power Update:
 - Trees on Genevieve Way are being trimmed because they are causing power outages. Mostly poplars causing the issues.
 - Issues with Cavan Circle poplars tripping the 15th street substation even started a fire.
 - 10 tree guys out trimming trees every day.
- Community Development Update:
 - Updating zoning ordinance.
 - Apartments are the main housing type going up.
 - There are site plans for these new apartments so that greenspace requirements can be maintained.
 - Auxiliary dwelling units (ADU) have no greenspace requirements.
 - The City could require some greenspace rules for the ADUs or at least the removal of trees to develop one.
- Next meeting is scheduled for September 30, 2025.

APPROVAL OF MINTUES

Ed Phillips moved to approve April minutes. Sam Ellsworth seconded. All were in favor.

CURRENT CITY FORESTRY STATUS

- Summer Projects:
 - Tree injections for IPS Beetle at Tautphaus Park on Spruce.
 - Spray tree rings to protect from mechanical damage.
 - Sucker control.
 - Clean up hangers from winter damage.
 - Replace dead trees throughout town.
 - Trim clearance for street department.
 - Normal horticulture jobs.

GENERAL TREE DISCUSSION

- North Park Road:
 - Removed some trees from the sides of the road so that it could be aligned with 25th.
 - Looking for some tree species ideas so that some trees could be replanted.
 - Powerlines above so height restrictions are set to 30 feet.
- Arbor Day Recap:
 - Nice to divide younger kids with older kids.
 - City received the Arbor Day Grant and potentially getting nominated for the Silver Leaf Award.
 - A bench was dedicated to previous mayors.

ANNOUNCEMENTS AND ADJOURNMENT

- Items for upcoming Agendas:
 - Planting requirements and tree replacements for ADUs.
 - Dead trees on private properties and what can be done.
 - Public outreach for the youth.
 - Memorial Tree for Randy Westergard, and Lee's mom.
- Still looking for 2 members for Shade Tree Committee.

Sam Ellsworth moved to adjourn meeting. Mara Hill seconded. All were in favor.

Next meeting will be September 30, 2025.

Meeting recorded by Duston Edwards



Board of Directors Meeting Minutes

September 9, 2025 | 9:00 a.m. | Willard Arts Center

Board of Directors Attendees: Chip Langerak, Lisa Farris, Jill Hansen, Kevin Cutler, Brandi Newton, Sid Page, Matt Jacobson | **IFDDC Staff:** Kerry Hammon, Juan Hernandez, Geetika Gupta and Lacey Marie | **Guests:** Terri Ireland, Mosy Moran, and Georgina Goodlander

Topics Discussed:

- Chip Langerak: Welcome & introductions
- Chip Langerak: Reviewed Aug. 12, 2025, minutes. Jill motion to approve. Brandi seconded. No one apposed.
- Brandi Newton: Reviewed July 31, 2025, financials. Going forward we will be breaking out the two separate incomes from parking. One for the street parking and one for the parking lots. We have a surplus of funds for new projects. Brandi made a motion to approve, and Kevin seconded. No one apposed.
- **Director's report:**
 - Kerry is working with the contractor to complete the scope of work to include all phases of the shade sail project to be submitted for environmental review, which is good for five years.
 - The new website is on schedule, to be completed by early October.
 - It was decided to hold the annual State of Downtown meeting in the fall rather than waiting until spring. Invitations will be sent to all property owners. October 21, 6-8pm at the ARTitorium.
 - Events: Oktoberfest Sept. 27, 3pm to 7pm. New Bingo game presented by Lacey.
 - Ladies Shopping days, Oct 4-11, 11am to 8pm.
 - Find the Tricky Skeleton/Crawloween Oct. 25, 2025, 12pm to 3pm and 4:30pm for the later.
 - City of Idaho Falls Water Tower Celebration, Oct. 10, 2025, 5pm to 9pm
 - Decorate Downtown/Tree Lighting Ceremony and Holiday Market Nov. 22, 2025, 4-8pm, ceremony 6pm.
 - Eliminate the free ice-skating rink due to low attendance, expenses and challenges of staffing and moving the shed outweigh the benefits. The shed will be given back to the Civitans. The skates and flooring for the ice rink to the ARTitorium, and we will keep the white vinyl fencing.
 - Parking: We've increased communications with property/business owners. The on-street paid parking proposal has been placed on hold. We will continue to investigate options and focus on improving the permitting process. The parking lot south of Broadway, between Park and Shoup, will be changed from 2-hour parking (library overflow) back to all-day parking/no overnight parking now that water tower construction is complete and the Board agrees.
- Community Development Block Grants

- Lisa Farris: 2023 and 2024 funds have pretty much been obligated to the shade sail project. There's a couple of applications out there, one with High Desert Realty. We have \$35K pending for 2025 depending on HUD and what they decide.

The meeting was adjourned at 10:00 a.m. The next board meeting will be Tuesday, October 14, 2025, at 9:00 a.m. at the Colonial Arts Theater.

Reviewed & approved by Executive Director, Kerry Hammon and the IFDDC Board of Directors on October 14, 2025



Impact Fee Committee Meeting Minutes Tuesday, May 20, 2025

Impact Fee Committee of the City of Idaho Falls met on Tuesday, May 20, 2025, at the City Hall 2nd Floor Conference Room, 308 Constitution Way, 83402, Idaho Falls, Idaho at 3:00 p.m.

In Attendance:

Richard Stewart, Impact Fee Committee Chair
Julie Anglesey, Impact Fee Committee Member (Virtually)
Pamela Alexander, Impact Fee Administrator
TJ Nottestad; Discovery Construction & Design
Jacob Beck, Assistant City Attorney
Wade Sanner, Director of Community Development Services
Colin McAweeney, TishlerBise (Virtually)
Rebecca Casper, Mayor of Idaho Falls
Lisa Burtenshaw, City Council President
Margaret Wimborne, Chief of Staff
Catherine McClure, Economic Development Administrator

Absent:

Nick Terry; TOK Commercial Real Estate
Jeff Freiberg; Impact Fee Committee Vice-Chair

The meeting was called to order by Chair Richard Stewart at 3:01 p.m.

Action Items:

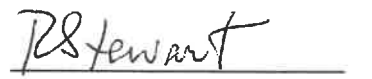
- Review and approve corrected meeting minutes from Friday, February 28, 25 and April 1, 2025. All approved
- Review and approve meeting minutes from May 6, 2025. All approved.
- Mayor announcement: Mayor explained the schedule of events leading up to the passing of the final ordinance. The Council meeting on Thursday is to decide only on the methodology used to figure the impact fees so that a new Impact Fee Study draft can be created and presented. There will be several more discussions on the Capital Plans; Affordable housing/provisions, Police plans, and Parks. With numerous discussions and drafts, Mayor estimated that the final ordinance would not be completed until possibly August.
- Review and approve the Advisory Committee recommendations for the Impact Fee Study Update. The Advisory Committee decided to update the recommendation to today's date and present the full document, as is, to the Council.
-

Schedule future meeting:

- Next meeting will be scheduled after the draft study is complete.

The meeting adjourned at 3:33 p.m.


Cristina Hanson – Secretary


Richard Stewart - Chair



IMPACT FEE ADVISORY COMMITTEE
Recommendations for Impact Fee Study Update

The Impact Fee Advisory Committee met on Tuesday, May 20, 2025, in the City Hall Conference Room. In attendance were:

Mayor Casper
Council President Burtenshaw
Richard Stewart -Committee Chair
Julie Anglesey, Committee Member (Virtual)
TJ Nottestad, Committee Member
Pam Alexander, Impact Fee Administrator
Cristina Hanson, Impact Fee Secretary
Jacob Beck, Assistant City Attorney
Wade Sanner, Community Development Services Director
Margaret Wimborne, Chief of Staff
Catherine McClure, Economic Development and Government Affairs Administrator (Virtual)

Consultant
Colin McAweeney, TischlerBise/Galena (Virtual)

Absent
Nick Terry, Committee Member
Jeff Freiberg, Committee Vice-Chair

The Impact Fee Study update recommendations from the advisory committee are:

Impact Fee Definitions, Residential and Nonresidential categories and fee calculation

1. The Committee agreed (3-0, 2 absent) to transition the Impact Fee Dwelling Unit Residential development categories from Single-Family and Multi-Family to be assessed by square footage.
2. The Committee agreed (3-0, 2 absent) to maintain the Impact Fee Nonresidential development categories of Retail, Office, Industrial and Institutional to be assessed by 1,000 square footage.

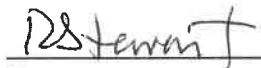
Impact Fee Study Update

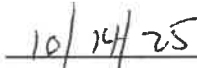
1. The Committee agreed (3-0, 2 absent), that the Impact Fee Study update analysis is valid in regard to identifying capital needs that are growth-related.
2. The Committee discussed concerns with the home ownership affordability and its correlation to the definition of the residential finished and unfinished area and agreed (3-0, 2 absent), to the following draft finished residential definition as "a structure providing complete independent and self-contained living facilities for one (1) or more persons, including permanent provisions for living, sleeping, eating, cooking, and sanitation. The square footage of a residential structure shall be determined by the finished space within the structure. Finished spaces must include all the following characteristics:
 - a. Climate controlled by a heating or cooling system.

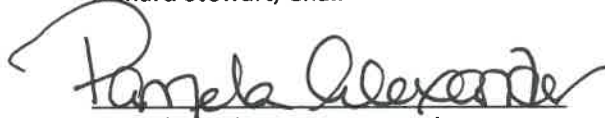


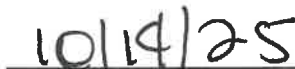
- b. Directly accessible from other finished living areas through a door, hallway, or stairway and
 - c. Walls and ceilings completed with interior drywall, plaster, paneling, or other generally accepted interior wall finishes.
 - d. Excludes unfinished basement and garages as a finished space.
3. The Committee agreed (3-0, 2 absent), based on the draft finished residential definition and the detailed capital plans presented, the committee is in support of the maximum supportable fee at 100% (with the Police vehicle exception) for:
- a. Fire/EMS
 - b. Streets/Transportation
 - c. Parks and Recreation
 - d. Police (with the removal of using impact fees for the Police Vehicles as it is the consensus of the committee that the Police vehicles do not have a 10-year lifespan and therefore impact fees should not be used to purchase Police vehicles). The Consultant noted that not including the Police vehicles would decrease the impact fee of approximately \$150.00 - \$200.00.

The Impact Fee Advisory Committee respectfully submits the above listed recommendations for the City Council adoption of the draft 2025 Impact Fee Study Update.


Richard Stewart, Chair


Date


Pam Alexander, Impact Fee Administrator


Date