

CITY COUNCIL AGENDA

City of Idaho Falls

City Council Meeting

680 Park Avenue

Thursday

December 11, 2025

7:30pm

Mayor

Rebecca Casper

City Council

Lisa Burtenshaw
Council President, Seat 2

John Radford
Council Seat 5

Jim Freeman
Council Seat 6

Michelle Ziel-Dingman
Council Seat 1

Jim Francis
Council Seat 4

Kirk Larsen
Council Seat 3

Livestream at www.idahofallsidaho.gov/429/Live-Stream

PUBLIC PARTICIPATION

Welcome to the Idaho Falls City Council Meeting.

Regularly scheduled City Council meetings are open to the general public. City Council meetings are also live-streamed and archived on the City website. Please be aware that the meeting agenda will differ from the published version if amendments to the agenda are made by the Council during the meeting.

The Council encourages public input. While a general public comment option is not required by Idaho law, the Idaho Falls City Council welcomes general public input as part of regular City Council meetings. General public comment will be allowed for up to 20 minutes. However, citizens are always welcome to contact their Council representatives via e-mail or telephone, as listed on the City website. The Council is committed to an atmosphere that promotes equal opportunity, civility, mutual respect, proper decorum and freedom from discrimination or harassment.

Those who wish to address City Council during the council meetings are encouraged to adhere to the guidelines below.

Public Comment Guidelines

Speakers are encouraged to:

- State their name and city of residence.
- Focus comments on matters within the purview of the City Council.
- Limit comments to three (3) minutes or less.
- Refrain from repeating information already presented to preserve time for others to speak. Large groups are encouraged to select one or two speakers to represent the voice of the entire group.
- Practice civility and courtesy. City leaders have the right and the responsibility to maintain order and decorum during the meeting. Time may be curtailed for those speakers whose comments are profane or disruptive in nature.
- Refrain from comments on issues involving matters currently pending before the City's Planning and Zoning Commission or other matters that require legal due process, including public hearings, City enforcement actions, and pending City personnel disciplinary matters.
- Comments that pertain to activities or performance of individual City employees should be shared directly with the City's Human Resources Director (208-612-8248), the City's Legal Department (208-612-8178) or with the Office of the Mayor (208-612-8235).

Public Hearing Guidelines

- In-person Comment. Because public hearings must follow various procedures required by law, please wait to offer your comments until comment is invited/indicated. Please address comments directly to the Council and try to limit them to three (3) minutes.
- Written Comment. The public may provide written comments via postal mail sent to City Hall or via email sent to the City Clerk at IFClerk@idahofalls.gov. Comments will be distributed to the members of the Council and become a part of the official public hearing record. Written testimony must be received no later than forty-eight (48) hours prior to the date of the hearing to ensure inclusion in the permanent City record.
- Remote Comment. When available, the public may provide live testimony remotely via the WebEx meeting platform using a phone or a computer. Those desiring public hearing access should send a valid and accurate email address to virtualattend@idahofalls.gov no later than twenty-four (24) hours prior to the date of the hearing so log-in information can be sent prior to the meeting. Please indicate which public hearing the testimony is intended for on the agenda. Please note that this remote option will not be available for all meetings.

If communication aids, services, or other physical accommodations are needed to facilitate participation or access for this meeting, please contact the City Clerk at (208) 612-8414 or the ADA Coordinator at (208) 612-8323 not less than 48 hours prior to the meeting. They will help accommodate special needs wherever possible.

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

1. Call to Order

2. Pledge of Allegiance

3. Public Comment

Please see guidelines on previous page.

4. CONSENT AGENDA

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

A) OFFICE OF THE MAYOR

1) Appointments and reappointments to City Boards, Commissions and Committees pursuant to Idaho Falls City Code Title 2 **25-489**

Attachments:
Harger Application
Harger Resume
Harger Letter
P&Z Memo - Harger
MO Memo - Harger
City Code
MO Memo - Scott, Smith, Radford
CDS Memo - Scott, Smith, Radford
City Code
PL Memo - Rapp
City Code

2) City Attorney Appointment and Confirmation **25-494**

Attachments: Resume - Redacted

B) MUNICIPAL SERVICES

1) Bid IF-25-026, Road Salt for Public Works **25-476**

Attachments: Bid Report

2) Renewal of Central Square, Naviline Annual Maintenance Agreement **25-481**

Attachments: Renewal Order

3) Renewal of Cityworks Annual Maintenance Agreement **25-485**

Attachments: Invoice

C) PUBLIC WORKS

1) Bid Award Reconsideration - Sewer Line Rehabilitation 2026 **25-488**

Attachments: Bid Tab & Map

D) IDAHO FALLS POWER

1) Idaho Falls Power Board Minutes - November 2025 **25-484**

Attachments: 11.12.25

E) OFFICE OF THE CITY CLERK

1) City Council Meeting Minutes **25-464**

Attachments: 11.19.25

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) PUBLIC WORKS

1) Negotiated Contract - Idaho Falls Water Tank Demolition **25-487**

As of the bid closing date of Tuesday, August 26, 2025, no qualified applications had been received for the Idaho Falls Water Tank Demolition project. Public Works subsequently obtained Council approval at the September 11, 2025, Council Meeting to turn to the open market to secure qualified public works contractor(s) to complete the work. This negotiated contract to demolish the water tank now being presented for approval is the result of that effort.

Action Item(s):
Approve the plans, specifications, and negotiated contract with Ascendent LLC, in the amount of $629,085.00; and give authorization for the Mayor and City Clerk to execute the necessary documents (or take other action deemed appropriate).

Attachments: Agreement

B) IDAHO FALLS POWER

1) IFP 26-01 City Plant Runner Hub Rebuild **25-478**

Idaho Falls Power (IFP) solicited bids from qualified contractors to rebuild the City Plant's runner hub, which includes removal, disassembly and reassembly of the runner and runner hub. The bid includes all equipment, materials and labor. The total amount includes a 10% contingency ($820,000 plus $82,000). The engineer's estimate is $850,000.00. IFP received 2 bids, with Riverside Inc. being the lowest responsive, responsible bidder.

Action Item(s):
Approve this agreement with Riverside Inc. for the City Plant's runner hub rebuild at a not-to-exceed amount of $902,000.00 and give authorization to the Mayor and City Clerk to execute the necessary documents (or take other action deemed appropriate).

C) AIRPORT

1) Work Order 25-03 for Design of Terminal Apron and Cargo Apron Rehabilitation **25-490**

Ardurra Inc. was selected for airport engineering services in July of 2025. The selection included work related to airport aprons and stormwater development. Under this agreement, airport staff worked with the consultant and the Federal Aviation Administration to draft a scope of work to design the rehabilitation of the terminal apron and cargo apron on the north side of the terminal building. The fee for this work is $501,989. An independent fee estimate was performed, and the Federal Aviation Administration has provided its concurrence with this fee. This project is intended to be reimbursed by a future Airport Improvement Program grant from the Federal Aviation Administration.

Action Item(s):
Approve Ardurra Inc.'s work order 25-03 to design the rehabilitation of Terminal Apron and Cargo Apron for $501,989 (or take other action deemed appropriate).

Attachments: Work Order
Approval Letter

2) Amended and Restated Fixed Base Operator Agreement with Rainbow Investments, LLC **25-491**

Rainbow Investments, LLC, (Rainbow) conducts a fixed base operation at the Idaho Falls Regional Airport known as Aero Mark Incorporated. This operation is currently under two leases, the first was entered into in September of 2006 and a second lease was entered into in September of 2007. Earlier this year, Rainbow requested an extension to its lease. Three, five-year extensions have been agreed

to in exchange for contributions toward the improvement of the general aviation apron. Rainbow will contribute $426,387 toward a future apron project in the Airport's capital improvement plan, sealcoat the utilized apron that is not part of that project and complete several smaller improvements. Finally, since Rainbow operates the fixed base operation as a single operation, the previous two leases have been merged into this single amended and restated agreement.

Action Item(s):
Approve the Amended and Restated Fixed Base Operator Agreement with Rainbow Investments, LLC (or take other action deemed appropriate).

Attachments: Lease

D) OFFICE OF THE CITY CLERK

1) Public Hearing - Review of Alcohol License Application for 3Z Holdings Inc dba Xhale Resort & Spa **25-450**

Brock Merrill with Xhale Resort & Spa applied for a City of Idaho Falls Alcohol License on November 6, 2025. The Clerk's Office received the application and signed off on the Pre-Review. That was followed by approval from the Police Department and a zoning verification by Community Development Services (CDS). The zoning verification showed that Xhale Resort & Spa is located within a Limited Commercial Zone (LC), which does *not* allow drinking establishments as a permitted use (11-2-2) nor as an accessory use (11-7-1). Because of this, the Clerk's Office was unable to issue an Alcohol License to the applicant.

Action Item(s):
Review Alcohol License Application #7829078 presented by 3Z Holdings Inc dba Xhale Resort & Spa, receive department recommendations, hear testimony, and approve/deny as per City Code 4-3-4 (A-E) (or take other action deemed appropriate).

Attachments: Documentation
Title 4 Chapter 3

E) COMMUNITY DEVELOPMENT SERVICES

1) Legislative Public Hearing for the Annexation and Initial Zoning of LC, Limited Commercial with the Controlled Development Airport Overlay Zone - Annexation and Initial Zoning Ordinances and Reasoned Statements of Relevant Criteria and Standards for approximately 18.554 acres in the N ½ of Section 25, Township 2 North, Range 37 East. **25-479**

Attached is the application for Annexation and Initial Zoning of LC, Limited Commercial with the Controlled Development Airport Overlay Zone, which includes the Annexation and Initial Zoning Ordinances and Reasoned Statements of Relevant Criteria and Standards for approximately 18.554 acres in the N ½ of Section 25, Township 2 North, Range 37 East. On November 5, 2025, the Planning and Zoning Commission unanimously voted to recommend approval of the annexation with initial zoning of LC, Limited Commercial with the Controlled Development Airport Overlay Zone to the Mayor and City Council as presented.

Action Item(s):

1. Approve the Ordinance annexing approximately 18.554 acres in the N ½ of Section 25, Township 2 North, Range 37 East; assign a Comprehensive Plan Designation of "Mixed-Use Centers and Corridors;" and under a suspension of the rules requiring three complete and separate readings, request that it be read by title and published by summary (or consider the Ordinance on the first reading and that it be read by title, reject the Ordinance, or take other action deemed appropriate).

2. Approve the Reasoned Statement of Relevant Criteria and Standards for the annexation of approximately 18.554 acres in the N ½ of Section 25, Township 2 North, Range 37 East and give authorization for the Mayor to execute the necessary documents (or take other action deemed appropriate).

3. Approve the Ordinance establishing the initial zoning for LC, Limited Commercial with the Controlled Development Airport Overlay Zone as shown in the Ordinance exhibits under a suspension of the rules requiring three complete and separate readings; and request that it be read by title and published by summary; that the City limits documents be amended to include the area annexed herewith; and that the City Planner be instructed to reflect said annexation, amendment to the Comprehensive Plan, and initial zoning on the Comprehensive Plan and Zoning Maps located in the Planning office (or consider the Ordinance on the first reading and that it be read by title, reject the Ordinance, or take other action deemed appropriate).

4. Approve the Reasoned Statement of Relevant Criteria and Standards for the initial zoning of LC, Limited Commercial with the Controlled Development Airport Overlay Zone and give authorization for the mayor to execute the necessary documents (or take other action deemed appropriate).

Attachments:
Zoning
Aerial
Comp Plan Map
Airport Land Use Map
Staff Report
Land Use Tables
PC Minutes
Ordinance
Reasoned Statement (Annexation)
Ordinance (Initial Zoning)
Map Exhibit and Exhibit A
Reasoned Statement (Initial Zoning)

2) Legislative Public Hearing for the Annexation and Initial Zoning of R2, Mixed Residential with the Approach Surface Airport Overlay Zone - Annexation and Initial Zoning Ordinances and Reasoned Statements of Relevant Criteria and Standards for approximately 1.5 acres in the SE ¼ of Section 30, Township 3 North, Range 38 East. **25-482**

Attached is the application for Annexation and Initial Zoning of R2, Mixed Residential with the Approach Surface Airport Overlay Zone, which includes the Annexation and Initial Zoning Ordinances and Reasoned Statements of Relevant Criteria and Standards for approximately 1.5 acres in the SE ¼ of Section 30, Township 3 North, Range 38 East. On November 5, 2025, the Planning and Zoning Commission unanimously

voted to recommend approval of the annexation with initial zoning of R2, Mixed Residential with the Approach Surface Airport Overlay Zone to the Mayor and City Council as presented.

Action Item(s):

1. Approve the Ordinance annexing approximately 1.5 acres in the SE ¼ of Section 30, Township 3 North, Range 38 East; assign a Comprehensive Plan Designation of "General Urban;" and under a suspension of the rules requiring three complete and separate readings, request that it be read by title and published by summary (or consider the Ordinance on the first reading and that it be read by title, reject the Ordinance, or take other action deemed appropriate).

2. Approve the Reasoned Statement of Relevant Criteria and Standards for the annexation of approximately 1.5 acres in the SE ¼ of Section 30, Township 3 North, Range 38 East and give authorization for the Mayor to execute the necessary documents (or take other action deemed appropriate).

3. Approve the Ordinance establishing the initial zoning for R2, Mixed Residential with the Approach Surface Airport Overlay Zone as shown in the Ordinance exhibits under a suspension of the rules requiring three complete and separate readings; and request that it be read by title and published by summary; that the City limits documents be amended to include the area annexed herewith; and that the City Planner be instructed to reflect said annexation, amendment to the Comprehensive Plan, and initial zoning on the Comprehensive Plan and Zoning Maps located in the Planning office (or consider the Ordinance on the first reading and that it be read by title, reject the Ordinance, or take other action deemed appropriate).

4. Approve the Reasoned Statement of Relevant Criteria and Standards for the initial zoning of R2, Mixed Residential with the Approach Surface Airport Overlay Zone and give authorization for the mayor to execute the necessary documents (or take other action deemed appropriate).

Attachments:
Zoning
Aerial
Comp Plan Map
Airport Land Use Map
Staff Report
Land Use Tables
PC Minutes
Ordinance
Reasoned Statement (Annexation)
Ordinance (Initial Zoning)
Reasoned Statement (Initial Zoning)
Boundary Exhibit Map
Exhibit A

F) MUNICIPAL SERVICES

1) Full Rebuild of Idaho Falls Animal Shelter Crematorium **25-469**

The declaration of sole source met the criteria set forth in Idaho Code §67-67-2808(2)(a)(ii), specifically as it relates to the compatibility of equipment, components, accessories, replacement parts, and where service is the paramount factor to be considered. The project scope of work consists of a full

rebuild of the animal shelter crematorium, including, but not limited to the demolition and removal of all interior refractory, brick and insulation; full rebuild of the interior machine; remove and replace hydraulic pump, cylinders and flexible lines; remove and replace old PLC and replace with new upgraded Siemens PLC and Touchscreen; remove and replace all flexible air lines, boots and clamps; use of crane and dumpster and onsite material storage container. The scope of work also includes the inspection of interior structure for damage, with any repairs needed billed on a time and materials basis. The quote for service includes a 50% deposit of $77,950.00 for the onsite work to be scheduled for completion.

Action Item(s):
Declare Burnz-Well, Inc. for a sole source declaration pursuant to Idaho Code §67-2808(2)(a)(ii) and accept and approve the quote received from Burnz-Well for the full rebuilding of the animal shelter crematorium for an estimated total of $155,900.00 and authorize the Mayor and City Clerk to sign the necessary documents.

Attachments: Proposal

2) Purchase of Replacement Tractor Mower for Parks and Recreation **25-471**

This purchase will replace unit #2505, a 2008 John Deere 6330 mower that has reached the end of its useful life and is scheduled for replacement.

Action Item(s):
Accept and approve the purchase of one TS6, 130 New Holland Cab, 4WD, and mid-mount side shift mower from the Sourcewell cooperative purchasing contract #032525-AGI from Metroquip for a total of $221,551.67 and authorize the Mayor and City Clerk to sign the necessary documents (or take other action deemed appropriate).

Attachments: Quote

3) Replacement mowers for Parks and Recreation, Sand Creek Golf Course **25-472**

This purchase will replace unit #9325, a 2014 Jacobson LF550, and unit #9326, a 2016 John Deere 7500A which have reached the end of their useful lives and are scheduled for replacement. The delivery of the two Toro Reelmasters is scheduled for February 2026.

Action Item(s):
Accept and approve the purchase of two Toro Reelmaster 5410-D mowers from the Sourcewell cooperative purchasing contract #24221 from Turf Equipment and Irrigation, Inc. for a total of $182,535.32 and authorize the Mayor and City Clerk to sign the necessary documents (or take other action deemed appropriate).

Attachments: Proposal

4) Police Department Vehicle Lease and Upfit Program for FY 2025/26 **25-473**

Resolution 2024-04 authorizes the execution of a lease-purchase agreement for the acquisition and

leasing of certain equipment for the Idaho Falls Police Department for a cost not to exceed $1,500,000 over the 5-year lease term. This request will authorize the Police Department to enter into a lease purchase agreement with United Fleet Services (RFP 24-01) to lease an additional 15 law enforcement vehicles for a total of $947,843 and essential specialty law enforcement equipment (upfit) with Day Wireless Systems (RFP 24-02) for a total of $449,915. Resolution 2024-04 was adopted by City Council on January 11, 2024. Municipal Services has worked collaboratively with the Police Department on this program and estimates a total of $1,397,758 being expended for all leases and upfits for the fiscal year 2025/26 budget as follows: current lease payments with Bancorp (3-year payment) of $315,314; current lease payments with Unified (year 1 payment with Umpqua Bank) of $268,839; current lease payments with Unified (KS State Bank) of $172,104; new lease payment for 15 vehicles $161,000, plus upfit costs for 15 vehicles $450,000.

Action Item(s):
Accept and approve the Police Department vehicle lease and upfit program for fiscal year 2025/26 and authorize the Mayor and City Clerk to sign the necessary documents (or take other action deemed appropriate).

Attachments: Resolution 2024-04
Methodology & Forecast
Estimated Cost Breakdown
Budget
Fleet Vehicle Presentation

5) Purchase Replacement Dump Truck for Parks and Recreation **25-475**

This purchase will replace unit 259, a 2000 GMCX Topkick RWD dump truck that has reached the end of its useful life and is scheduled for replacement. The dump truck is primarily used to haul soil, rock and other landscape materials for Parks and Recreation operations.

Action Item(s):
Accept and approve the purchase of one BeauRoc 14 cubic-yard dump body package and Freightliner Chassis from the Sourcewell cooperative purchasing contract #062222-VCM from Viking-Cives Midwest, Inc. for a total of $208,233.00 and authorize the Mayor and City Clerk to sign the necessary documents (or take other action deemed appropriate).

Attachments: Specifications
Quote

6) Public Hearing and Consideration of Proposed Capital Improvement Plan, Development Impact Fee Study Update, and Amendments to City Code, Title 10, Chapter 8, Development Impact Fees **25-470**

Pursuant to Idaho Code § 67-8206(3) and (5), Development Impact Fees and City Code, Title 10, Chapter 8, Development Impact Fees, to hear public comment on the proposed Impact Fee Capital Improvement Plan, Development Impact Fee Study Update (dated October 7, 2025) and amendments to City Code, Title 10, Chapter 8, Development Impact Fees. This public hearing notification was published in the legal section of the Post Register on Wednesday, November 19, 2025, and Saturday,

November 22, 2025.

Action Item(s):
Conduct a public hearing for the proposed Capital Improvement Plan, Development Impact Fee Study Update, and amendments to City Code, Title 10, Chapter 8, Development Impact Fees and Approve the proposed Capital Improvement Plan, Development Impact Fee Study Update, and amendments to City Code, Title 10, Chapter 9, Development Impact Fees, under a suspension of the rules requiring three complete and separate readings, and request that the ordinance be read by title and published by summary, with the required effective date to be 30-days from the effective passage date, or take other action deemed appropriate.

Attachments: DRAFT Study
DRAFT Ordinance
05.20.25 PC Recommendations
11.5.25 PC Meeting Minutes

6. Announcements

7. Adjournment

Memorandum

File #: 25-489 **City Council Meeting**

FROM: Rebecca Casper
DATE: Thursday, December 4, 2025
DEPARTMENT: Mayor's Office

Subject
Appointments and reappointments to City Boards, Commissions and Committees pursuant to Idaho Falls City Code Title 2

Council Action Desired
☐ Ordinance ☐ Resolution ☐ Public Hearing
☒ Other Action (Approval, Authorization, Ratification, etc.)
Give consent to the new appointments and reappointments to the Planning Commission, the Historic Preservation Commission, the Idaho Falls Redevelopment Agency and the Idaho Falls Library Board of Trustees.

Description, Background Information & Purpose

Name:	Status:	Committee, Board, Commission
Deanne Harger	Appointment	Planning Commission
Bill Scott	Reappointment	Planning Commission
Kim Smith	Reappointment	Historic Preservation Commission
Lee Radford	Reappointment	Idaho Falls Redevelopment Agency
Rodd Rapp	Reappointment	IF Public Library's Board of Trustees

Attached for your review please find the citizen application, cover letter and resume for Deanne Harger, as well as memos from Chief of Staff Margaret Wimborne, CDS Director Wade Sanner, IFPL Director Robert Wright and the appropriate sections of Title 2 for the appointments and reappointments listed above.

Alignment with City & Department Planning Objectives



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

Interdepartmental Coordination
The appointment process included interviews with new appointees, and reviews of reappointments with directors.

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

Legal Review
N/A

City of Idaho Falls
Boards, Committees and Commissions
Citizen Application

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

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

Name:	Deanna Harger	
Mailing Address:	690 John Adams Parkway	
City, State, Zip:	Idaho Falls, Idaho 83404	
Email Address:	hargdean@sd91.org	
Daytime Phone:	208-525-7585	■ Message? ☐ Text?
Evening Phone:		☐ Message? ☐ Text?
Cell Phone:	307-203-0501	■ Message? ■ Text?

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

I want to serve on the Planning & Zoning Commission to ensure that the perspective of the Idaho Falls School District 91 is represented in conversations about community growth and development. I hope to contribute positively to the commission's strategic decisions by sharing insight into how land use and zoning choices affect public facilities, students, and families. In my role as Facilities Director, I develop the long-term asset planning, infrastructure budgeting, and the development of capital projects. These skills can benefit both the city and the district as we work together for future growth. Thoughtful zoning and development not only shape private-sector investment but also strengthen the integration of schools and community services that make Idaho Falls a great place to live.

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

With a Bachelor of Architecture from the University of Oregon and over 20 years of experience in architecture, construction management, and public facilities leadership, I bring a comprehensive understanding of development processes and regulatory coordination. I've also managed construction projects and capital improvement planning efforts for public agencies. As the Director of Facilities for Idaho Falls School District 91, I oversee facility operations long-term asset planning, infrastructure budgeting, and evaluating the impact of construction and land use decisions on students, staff, and the broader community. These responsibilities have provided me with substantial experience in balancing design, safety, and community needs, all of which are essential to the work of the Planning & Zoning Commission.

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

Architecture & Design: Bachelor of Architecture, University of Oregon; and 20+ years in the building industry with commercial and residential development experience.

Facilities Management & Capital Planning: long-term asset planning, capital projects, and budget management.

Public-Sector Planning & Community Engagement: Worked with school boards, district leadership, and county administration on capital improvement plans and community initiatives.

Regulatory & Compliance Knowledge: Familiarity with land development, zoning regulations, building codes, and safety standards.

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

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

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

Deanna L. Harger
615 Riverwalk Drive #406
Idaho Falls, Idaho 83402
Telephone: 208.525.7585
Email: hargdean@sd91.org

Career Summary

Director of Maintenance & Operations
Idaho Falls School District #91 | Idaho Falls, Idaho

7/2025 to Current

- Provide strategic leadership for district-wide facilities operations, maintenance, and construction across multiple campuses and support sites.
- Manage long-term capital planning, budgeting, and infrastructure upgrades that support the district's educational and community goals.
- Manage and coordinate all phases of construction, renovation, and site development projects, from feasibility to completion.
- Work with city and county agencies on planning, zoning, and permitting issues related to district projects.
- Improve preventive maintenance programs and building system performance to ensure safe, efficient, and sustainable learning environments.
- Support the district's long-term facility planning and ensure it integrates with future growth and enrollment projections to guide strategic decisions.

Director of Facilities Management
Teton County School District #1 | Jackson, Wyoming

5/2019 to 6/2025

- Led a team of over 20 facilities staff and contractors managing maintenance, custodial services, and capital projects across more than 10 facilities.
- Developed and managed the district's Capital Improvement Plan (CIP),
- Managed the design and construction of major projects, including:
    - Bronc Achievement Center — $23.4M, 30,646 SF
    - Transportation Facility — $14M, 20,362 SF
    - 24-Unit Multi-Family Housing — $13.5M, 30,807 SF
- Collaborated with district leadership, architects, engineers, and local government officials to ensure the department's priorities aligned with district and community goals.
- Managed building safety, security, and energy systems, and encouraged sustainable practices throughout all facilities.

Project Engineer
GE Johnson Construction | Jackson, Wyoming

5/2017 to 3/20019

- Assist in pre-construction services
- prepare cost estimates and proposals
- Manage material procurement; evaluate constructability and value engineering; maintain project records and documents; prepare subcontracts and purchase orders; manage submittals, RFIs, and ASI processes; identify issues and facilitate solutions; visually inspect work for compliance with project standards; ensure adherence to safety and OSHA standards; oversee quality control; and manage the closeout process.
- Project Highlights
    - Gravity Haus Hotel | Hotel Remodel
    - Munger Mountain Elementary School | $25.3 Million | 83,400 SF
    - One Town Hill | Multi-Family Residences

Executive Assistant to County Administrator
Teton County Administration | Jackson, Wyoming
5/2012 to 5/2017

- Complete special projects for the Board of County Commissioners' Administrator.
- Develop an internal sustainability plan, chair the Energy Team, identify and recommend energy efficiency projects, and monitor facility energy use.
- Compile and maintain the capital improvement plan (CIP)
- Evaluate property insurance renewals.

Project Manager
Hawtin Jorgensen Architects | Jackson, Wyoming
10/2008 to 5/2012 & 1/2000 to 2/2004

- Provide comprehensive architectural services, including residential and commercial project programming, master planning, and design.
- Prepare construction documentation and coordinate permitting.
- Provided project management and construction administration, including contract review, budgeting, and construction administration

Education:

Bachelor of Architecture | University of Oregon
Associate of Arts Degree | Seattle Central Community College

Core Competencies

- Architectural design, construction, and project management
- Detailed understanding and experience in budgeting, bidding, and procurement
- Contract negotiations
- Capital improvement planning and financial controls
- Experience in master planning & space programming
- Passion for the built environment, customer service, and working with the public

Community Service & Professional Organizations

- Community Safety Network Crisis Hotline Volunteer
- International Facility Managers Association

Idaho Falls School District 91
A World Class Education

Deanna Harger
Director of Maintenance & Operations
Idaho Falls School District 91
2530 Hemmert Drive
Idaho Falls, Idaho 83402

November 11, 2025

Mayor Rebecca Casper
City of Idaho Falls
308 Constitution Way
Idaho Falls, ID 83402

Dear Mayor Casper and Members of the City Council,

I am writing to express my interest in serving on the Idaho Falls Planning and Zoning Commission. As the Facilities Director for Idaho Falls School District 91, I am eager to contribute a public-education and infrastructure perspective to the City's planning process. Having representation from the school district on the Commission is helpful to ensuring that land use and development decisions align with the long-term needs of students, families, and the broader community.

In my role, I oversee facility operations, capital planning, and infrastructure improvements across multiple campuses. My background in architecture, construction management, and public sector service has provided me with a deep understanding of how growth and zoning decisions directly impact schools and neighborhoods.

I am committed to collaborative and transparent decision-making, and to helping Idaho Falls grow in a way that balances opportunity and quality of life. It would be an honor to serve and represent District 91 and its residents on the Planning and Zoning Commission.

Sincerely,
Deanna Harger
Director of Maintenance & Operations, Idaho Falls School District 91

COMMUNITY DEVELOPMENT SERVICES

Planning Department
Office (208) 612-8276
Fax (208) 612-8520

Building Department
Office (208) 612-8270
Fax (208) 612-8520

IDAHO FALLS

MEMORANDUM

TO: Honorable Mayor Casper

FROM: Wade Sanner, CDS Director
DATE: November 26, 2025
RE: Board and Commission Appointment Recommendations

The City of Idaho Falls currently has one vacancy on our Planning Commission. Understanding that the appointment of members to the commission is under the purview of the mayor, the Community Development Services Department would like to recommend the appointment of Mrs. Deanna Harger to the Planning Commission. Kerry Beutler and I have reviewed Mrs. Harger's applications and interviewed her on 11/18/25.

Mrs. Deann Harger has an Architecture Degree from the University of Oregon and has extensive experience in maintenance and operations for school districts since 2019, including in her current position as Director of Maintenance and Operations for Idaho Falls School District 91. Her practical experience with architecture and facility operations will be a great asset to the Planning Commission.

Planning Commission Recommended Appointment and Term:

Deanna Harger Term ending December 1, 2031

Let me know if you have any further questions. Thank you for your help in this matter.

Sincerely,

Wade Sanner, AICP
Community Development Services Director

OFFICE OF THE MAYOR

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

IDAHO FALLS

MEMORANDUM

TO: Rebecca Casper

FROM: Margaret Wimborne

DATE: Dec. 4, 2025

RE: Planning Commission

I recommend Deanna Harger to the Idaho Falls Planning Commission pursuant to City Code Title 2 Chapter 2.

As the director of maintenance and operations for Idaho Falls School District 91, Deanna Harger would be a wonderful addition to the City's Planning Commission. In addition to her experience with school facilities, she also has private sector experience with architecture, construction and planning. Deanna Harger has a keen understanding of the challenges that come as communities grow and evolve. Finally, as a representative of the Idaho Falls School District 91, she also will be able to enhance collaboration and coordination between the city and the school district.

I believe the Planning Commission will benefit from Deanna Harger's extensive experiences.

CITY OF IDAHO FALLS, CODE OF ORDINANCES

TITLE 2 BOARDS AND COMMISSIONS

CHAPTER 2 PLANNING AND ZONING COMMISSION

2-2-1: APPOINTMENT:

The Mayor, with the consent by the Council, shall appoint a Planning and Zoning Commission of not less than six (6) nor more than twelve (12) members.

2-2-2: QUALIFICATIONS:

All members of the Commission shall reside within Bonneville County, provided no more than three members may reside outside the boundaries of the City. All members shall have resided within Bonneville County for a period of five (5) consecutive years immediately preceding their appointment. No elected or appointed officer of the City shall serve as an official member of the Planning and Zoning Commission.

2-2-3: TERM OF OFFICE:

Members of the Planning and Zoning Commission shall serve a term of six (6) years. The term of each member shall expire on December 31 of the sixth year following their appointment, provided the terms of no more than two (2) members shall expire in any one (1) year. Vacancies shall be filled by the Mayor and Council for the unexpired term of the incumbent. Members may be removed by a majority vote of the full Council. Members shall be selected without respect to political affiliation and shall serve without compensation.

2-2-4: ORGANIZATION; RULES AND MEETINGS:

The Commission shall elect its own chairperson and create and fill such other offices as necessary. One (1) regular meeting shall be held each month for not less than nine (9) months in each year. A majority of the members of the Commission shall constitute a quorum at any meeting. All meetings and records of the Commission shall be open to the public. Written rules consistent with this Chapter and the laws of the State for the transaction of business of the Commission shall be adopted, and a written record of the resolutions, findings and determinations shall be kept.

2-2-5: DUTIES:

The Planning and Zoning Commission shall examine all proposals, applications and petitions and shall make recommendations to the City Council concerning the zoning of properties within the City and properties to be annexed thereto. The Planning and Zoning

Commission shall recommend to the Council changes regarding the City's comprehensive plan. The commission may suggest changes in the Zoning Ordinance and shall study and make recommendations for the laying out, widening, extending and locating of streets, roads and highways in the City, the future development, growth and beautification of the City's streets, parks, grounds and lands. The Planning and Zoning Commission shall have all powers and duties assigned to it by the Zoning Ordinance. It shall act in an advisory capacity to the Board of Adjustment when requested by the Board. All maps, plats and replats of land which require the approval of the Council shall be submitted first to the Planning and Zoning Commission for its recommendation. The Planning and Zoning Commission also shall perform other duties required under state law or as directed by the Council.

OFFICE OF THE MAYOR

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

IDAHO FALLS

MEMORANDUM

TO: Rebecca Casper

FROM: Margaret Wimborne

DATE: Dec. 4, 2025

RE: Reappointments to CDS Commissions & Agencies and the Library Board of Trustees

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After consulting with Community Development Services Director Wade Sanner, I recommend the proposed reappointments:

- Bill Scott to the Planning Commission
- Kim Smith to the Historic Preservation Commission
- Lee Radford to the Idaho Falls Redevelopment Agency

In addition, I support Idaho Falls Public Library Director Robert Wright's request to reappoint Rodd Rapp to the Idaho Falls Public Library's Board of Trustees.

COMMUNITY DEVELOPMENT SERVICES

Planning Department
Office (208) 612-8276
Fax (208) 612-8520

IDAHO FALLS

Building Department
Office (208) 612-8270
Fax (208) 612-8520

MEMORANDUM

TO: Honorable Mayor Casper

FROM: Wade Sanner, CDS Director
DATE: October 08, 2025
RE: The reappointment of Bill Scott to the Planning Commission; Kim Smith to the Historic Preservation Commission (HPC); and Lee Radford to IFRA

Community Development Services respectfully requests the reappointment of:

- Bill Scott to the Planning and Zoning Commission for a term ending December 31, 2031.
- Kim Smith to the Historic Preservation Commission for a term ending December 31, 2028.
- Lee Radford to the Idaho Falls Redevelopment Agency for a term ending December 31, 2030.

Please feel free to contact me with any questions.

CHAPTER 11
HISTORIC PRESERVATION COMMISSION

SECTION:

2-11-1: Establishment
2-11-2: Definitions
2-11-3: Purpose
2-11-4: Duties
2-11-5: Organization
2-11-6: Term of Office
2-11-7: Removal
2-11-8: Vacancy
2-11-9: Attendance
2-11-10: Open Meetings
2-11-11: Minutes
2-11-12: No Compensation
2-11-13: Indebtedness

2-11-1: ESTABLISHMENT: The Historic Preservation Commission ("Commission") is hereby established. The Mayor, with the consent of the Council, shall appoint seven (7) City residents to the Commission. All members of the Commission shall have a demonstrated interest, competence, or knowledge in history or historic preservation. Four (4) members of the Commission shall have professional training, experience, or interest in the disciplines of architecture, history, architectural history, urban planning, archaeology, engineering, law, or other historic preservation related disciplines.

2-11-2: DEFINITIONS: The following words and phrases, when used in this Chapter, shall have, unless the context clearly indicates otherwise, the following meanings:

COMMISSION: The Historic Preservation Commission of the City of Idaho Falls, as established under this Chapter.

HISTORIC PRESERVATION: The research, documentation, protection, restoration and rehabilitation of historic property.

HISTORIC PROPERTY: Any building, structure, object, district, area or site that is significant in the history, architecture, archaeology or culture of this community, the state, or the nation.

2-11-3: PURPOSE: The Commission shall assist the Director of the Community Development Services Department with promotion of educational, cultural, economic, and general welfare of the City residents through the identification, evaluation, designation, and protection of those buildings, sites, areas, structures, and objects which reflect the City's, State's and nation's historic, architectural, archaeological, and cultural heritage.

2-11-4: DUTIES: The Commission shall have the following powers, duties, and

responsibilities:

A. Advise and consult with the Director of the Community Development Services Department regarding the identification, evaluation, designation, and protection of historic buildings, site areas, and objects.

B. Assist the Director of Community Service Department with conducting a survey of local historical properties;

C. Recommend to the Director of the Community Development Services Department the acquisition of fee and lesser property interests in historic properties, including adjacent or associated lands, by purchase, bequests, or donation;

D. Recommend to the Director of the Community Development Services Department methods and procedures necessary to preserve, restore, maintain, and operate historic properties under the ownership or control of the City;

E. Recommend to the Director of the Community Development Services Department the lease, sale, other transfer or disposition of historic properties subject to rights of public access and other covenants and in a manner that will preserve the property;

F. Recommend to the Director of the Community Development Services Department the adoption of ordinances that promote or regulate historic preservation within the City, in accordance with the powers set forth in Idaho Code Section 67-4612, as amended;

G. At the direction of the Director of Community Development Services Department, cooperate with federal, State, and local governments in promoting historic preservation;

H. At the direction of the Director of Community Development Services Department, make recommendations in the planning processes undertaken by Bonneville County, the City, the State, or the federal government and agencies thereof;

I. At the direction of the Director of Community Development Services Department, promote and conduct educational and interpretive programs regarding historic preservation and historic properties in the City;

J. Review nominations of properties to the National Register of Historic Places for properties within the City's jurisdiction.

2-11-5: ORGANIZATION: During the first meeting of each calendar year, the Commission shall elect from its membership, by majority, a person to act as Chair and a person to act as Vice-Chair. The Chair and Vice-Chair shall serve until replaced or re-elected. The Chair shall preside at all meetings. If the Chair is absent or unable to act at any meeting, the Vice-Chair shall preside.

The Commission may, with the approval of the Council, employ or contract with other persons or entities for the services of technical or professional experts or other consulting services it deems necessary to carry on the functions of the Commission.

2-11-6: TERM OF OFFICE: Initial appointments to the Commission shall be made as follows: One (1) one-year term; three (3) two-year terms; three (3) three-year terms. All subsequent appointments shall be made for terms of three (3) years each. Terms shall expire on December 31 of the designated year from their appointment. Committee members may be reappointed.

2-11-7: REMOVAL: A Commission member may be removed from the Commission by the Mayor and at the Chair's request, following two (2) consecutive meeting absences unexcused by the Chair or at any time by the majority vote of the Council.

2-11-8: VACANCY: The Mayor, with the consent of the Council, shall appoint a person that meets the qualifications of this Chapter to fill the unexpired term of any member of the Commission in the event of a vacancy.

2-11-9: ATTENDANCE: A quorum of Commission members shall be present in order for purposes of conducting the business of the Commission. Non-voting members present at meetings shall not be considered in determining the number required for a quorum or whether a quorum is present. (Ord. 3540, 9-21-23)

2-11-10: OPEN MEETINGS: All meetings of the Commission shall be open to the public and shall follow the requirements of the Idaho Open Meeting law.

2-11-11: MINUTES: The Commission shall keep minutes of its proceedings, including the vote of each voting member on every presented issue. The meeting minutes and other records of the Commission shall be open to the public.

2-11-12: NO COMPENSATION: Commission members shall receive no compensation for their service on the Commission; however, expenses for equipment and supplies necessary for the Commission to conduct its business shall be allowed by the Council.

2-11-13: INDEBTEDNESS: Nothing herein shall convey or otherwise delegate authority to the Commission to incur any obligation or indebtedness of the City, without the express authorization of the Council.



Idaho Falls Public Library
457 W. Broadway ~ 208.612.8460
Mon-Thu: 10 to 9, Fri & Sat 10 to 6

December 2, 2025

Mayor Rebecca Casper
308 Constitution Ave
Idaho Falls, Idaho 83402

Re: Appointment of Library Trustee

Dear Mayor Casper:

The Idaho Falls Public Library Board of Trustees has ask me to request that Rodd Rapp be reappointed to the Library Board of Trustees to serve another term.

Mr. Rapp is currently serving as the Chair of the Library Board and his reappointment would serve both the library and the citizens of Idaho Falls.

If you have any questions, please let me know.

Sincerely,

Robert Wright

Robert Wright, Director
Idaho Falls Public Library

CHAPTER 1
LIBRARY BOARD

SECTION:

2-1-1: Establishment
2-1-2: Purpose
2-1-3: Duties
2-1-4: Organization
2-1-5: Term of Office
2-1-6: Removal
2-1-7: Vacancy
2-1-8: Attendance
2-1-9: Open Meetings
2-1-10: Minutes
2-1-11: No Compensation
2-1-12: Exclusive Control of Library Funds and Property
2-1-13: Reports of Trustees
2-1-14: Library to be Free
2-1-15: Library Employees

2-1-1: ESTABLISHMENT.

The Idaho Falls Library Board of Trustees ("Board") is hereby established. The Mayor, with the consent of the Council, shall appoint a Board of five (5) Library trustees for the Library.

2-1-2: PURPOSE.

In a non-partisan manner, the Library promotes the establishment and development of free library service for all City residents and assures an informed electorate by enabling the provision of free local library service, in the present and in the future, to children in their formative years and to adults for their continuing education, subject to such reasonable rules and regulations as the Board may find necessary to adopt.

2-1-3: DUTIES.

The Board of the Library shall have the following duties:

(A) To establish bylaws for its own governance;

(B) To establish policies and rules of use for the governance of the Library or libraries under its control; to exclude from the use of the Library any and all persons who violate such rules;

(C) To establish, locate, maintain and have custody of Libraries to serve the City, and to provide suitable rooms, structures, facilities, furniture, apparatus and appliances necessary for Library service;

(D) With the approval of the Council:

(1) to acquire real property by purchase, gift, devise, lease or otherwise;

(2) to own and hold real and personal property and to construct buildings for the use and purposes of the Library;

(3) to sell, exchange or otherwise dispose of real or personal property when no longer required by the Library; and

(4) to insure the real and personal property of the Library;

(E) To prepare and adopt a budget for review and approval by the Council;

(F) To control the expenditures of money budgeted for the Library;

(G) To accept or decline gifts of money or personal property, in accordance with Library policy, and under such terms as may be a condition of the gift;

(H) To hire, supervise and evaluate the Library Director;

(I) To establish policies for the purchase and distribution of Library materials;

(J) To attend all meetings of the Board;

(K) To maintain legal records of all Board business; and

(L) To exercise such other powers, not inconsistent with law, necessary for the orderly and efficient management of the Library.

2-1-4: ORGANIZATION.

Every Board trustee shall be a resident of the City. A member of the Council, the Mayor, or an appointed officer of the City shall not be one (1) of the five (5) appointed trustees of the Board, but each year, the Council shall appoint one (1) of its members to be a liaison to the Board, without voting rights. Appointment to the Board shall be made solely upon consideration of the ability of such appointees to serve the interests of the people, without regard to sex, age, race,

nationality, religion, disability, political affiliation, sexual orientation, or gender identity/expression.

2-1-5: TERM OF OFFICE.

A Board trustee shall hold office for five (5) years. The term of a trustee shall run from January 1 through December 31. The term of not more than one (1) Board member shall expire in any one (1) calendar year. Appointments to complete unexpired terms shall be for the remainder of the term only.

2-1-6: REMOVAL.

Any trustee may be removed by the Council by the unanimous vote of all its members.

2-1-7: VACANCY.

The Board shall report all vacancies to the Mayor within five (5) working days. All appointments to fill vacancies shall be made in the same manner as appointments are originally made.

2-1-8: ATTENDANCE.

A quorum of Board members shall be present in order for purposes of conducting the business of the Board. Non-voting members present at meetings shall not be considered in determining the number required for a quorum or whether a quorum is present. (Ord. 3540, 9-14-23)

2-1-9: OPEN MEETINGS.

All meetings of the Board shall be open to the public and shall follow the requirements of the Idaho Open Meeting law.

2-1-10: MINUTES.

The Board shall keep minutes of its proceedings, including the vote of each voting member on every presented issue. The meeting minutes and other records of the Board shall be open to the public.

2-1-11: NO COMPENSATION.

Board members shall receive no compensation for their service on the Board, but may receive their actual and necessary budgeted expenses while engaged in authorized business of the Library.

2-1-12: EXCLUSIVE CONTROL OF LIBRARY FUNDS AND PROPERTY.

The Board shall prepare and adopt an annual budget, stating anticipated revenues and expenditures, indicating what support and maintenance of the Library will be required for review and approval by the Council for the ensuing year.

All funds for the Library shall be in the custody of the City Finance Manager/Treasurer and shall be used only for Library purposes. The Board shall have control of Library expenditures. Money shall be paid for Library purposes, only upon properly authenticated vouchers of the Board. The Board shall not make expenditures or incur indebtedness in any year in excess of the amount appropriated for Library purposes. The Board may hold a separate checking account to be used to pay petty cash expenses of the Library. This account shall be audited along with other Library funds. (Ord. 3547, 10-26-23)

2-1-13: REPORTS OF TRUSTEES.

The Board shall annually, not later than the first day of January, file with the State Library Board, a report of the operation of the Library for the fiscal year just ended. The report shall be of such form and contain such information as the State Library Board may require, but in all cases, must include a complete accounting of all financial transactions for the fiscal year being reported. The Board shall also report to the Council and Mayor as requested or required.

2-1-14: LIBRARY TO BE FREE.

The Library shall be free for the use of the inhabitants of the City; provided, however, nothing herein shall prohibit the charging of any fee for use by persons who do not reside within the City. Nothing herein shall prevent the execution of any contract with any school district, library district, county or other governmental unit whose service area or territory is located wholly or partially outside the City, for the purpose of providing Library services to non-residents residing within such governmental units. Nothing herein shall prohibit the charging of any reasonable fee for: (i) interlibrary loan services or line service charges, or (ii) use of computer equipment, peripheral devices, software, audio-visual or video equipment, microfilm or microfiche devices; fax machines, photocopiers, printers, or other electronic equipment or devices not customarily used or associated with the use of printed media, or (iii) for the temporary use of any room or facility in the Library for group meetings or any other purpose other than for reading or general use of Library services, equipment or facilities.

2-1-15: LIBRARY EMPLOYEES.

With the recommendation of the Library Director, the Board shall budget to hire employees, as may be necessary for the operation of the Library in accordance with City policies and procedures. The Library Director shall hire or oversee the hiring of all Library employees (other than the Library Director) based on policies, procedures, and job descriptions of the City. Library employees shall be considered employees of the City and shall be subject to the Personnel Policy, classifications, and other rules, regulations and ordinances adopted by the Council.

Memorandum

File #: 25-494 **City Council Meeting**

FROM: Rebecca Casper, Mayor
DATE: Thursday, December 4, 2025
DEPARTMENT: Mayor's Office

Subject
City Attorney Appointment and Confirmation

Council Action Desired

☐ Ordinance ☐ Resolution ☐ Public Hearing
☒ Other Action (Approval, Authorization, Ratification, etc.)
Give consent and confirm the Mayoral appointment of Zachary Jones to serve as the City Attorney pursuant to Idaho Falls City Code 3-10-2 and Idaho Code 50-204 (or take other action deemed appropriate.

Description, Background Information & Purpose

I respectfully request City Council confirmation of the appointment of Zachary H. Jones to serve as Idaho Falls City Attorney effective 11 December 2025. For your insight, I have attached a resume for Mr. Jones

As the Idaho Falls City Attorney, Mr. Jones will continue to bring his legal knowledge and expertise to the administration of our City's Legal Department. As you review his resume and credentials, you will find that he has the requisite background for service in this new capacity. Though he has served with the City's Legal Department for just under a year -and-a-half, he has clearly demonstrated an aptitude for mastering the role of a city attorney and adding value to the service the City's Legal Department can provide to all other city Departments.

Mr. Jones began his career with the City of Idaho Falls as a Prosecutor. However, this past summer, our previous City Attorney reorganized the Legal Department. Each attorney became an Assistant City Attorney and was assigned both to prosecutorial duties and to serve to city departments as the primary point of contact from the Legal Department. This change served to broaden every city attorney's awareness and skills as they developed firsthand knowledge of the legal needs of each department. The intent was for the attorneys to rotate their assignments on a periodic basis so each attorney would be able to gain deeper knowledge of all departments over time. I informally refer to this as "cross training."

After only a short time under the new cross-training system, the City Attorney was appointed to the bench as a Magistrate Judge for Bonneville County. Thus, the lead attorney position became vacant, thereby necessitating a search.

The position was posted twice and was available for quite some time to ensure that as many qualified applicants as possible were able to apply. In all, approximately 14 qualified applications were received and subsequently screened. Of those, seven were interviewed in a round of video interviews. Six panelists plus myself and Heather Wade from the Human Resources Department participated in this first round including: Mayor Sean Coletti; Councilor Kirk Larsen; and Directors Stephen Boorman, Wade Sanner, Paul Radford and Chief of Staff Margaret Wimborne.

The field was narrowed to four finalists who were invited to visit Idaho Falls for an in-person second interview. Another six panelists plus myself and Heather Wade from the Human Resources Department participated in the second round including: Commissioner Michelle Mallard; Councilors Lisa Burtenshaw, Michelle Ziel-Dingman, and Jim Freeman; and Directors Bryce Johnson, and Ian Turner

Extensive deliberation followed each round. Applicant references were checked. An additional virtual deliberation session was held with participants from both interview panels before I made the appointment. It was an unusual process, but I can report that in the end we had more consensus than with any other appointment I have made in my tenure as Mayor.

I am particularly aware that the timing of this appointment is unusual. Typically, it is not considered a best practice for an outgoing mayor to make appointments for an incoming mayor. The privilege of building one's "own team" is generally considered the prerogative of an incoming executive. Hiring is key to this. This is why the original hiring schedule was designed to have the mayor-elect run the second panel and have the opportunity to heavily influence the final decision. This plan was thrown into disarray when the November 4th election resulted in a runoff election scenario.

However, being down one attorney in a busy office has resulted in an increased workload for the remaining three attorneys. While that kind of pace can be managed for a short time, the current pressures and workload are not sustainable over the long term. In consultation with the City Council, we jointly determined that moving forward collaboratively before the runoff election-as opposed to requiring the Legal Department to maintain this difficult pace-until after January 8th would be the wiser path. And to keep the candidate pool active, we opted to move forward as quickly as possible.

One Councilor participated as part of the Round One panel. Three Councilors (not a quorum) participated in Round Two. In addition, Councilors Francis and Radford participated in the Meet-and-Greet exercise set up by HR Round for the finalist candidates. All written and verbal feedback from City Councilors was given considerable weight in my deliberations. I feel particularly confident that the appointment's timing, though unconventional, did produce an appointee in Mr. Jones who will serve the City's Best interests very well.

I am confident all can appreciate the tremendous opportunity we have before us. I absolutely believe we have the very best fit for this position at this time in Mr. Jones. His leadership of what has proven to be a very collaborative legal team will allow Idaho Falls to perform well now and even more so into the future as team members gain more and more experience across all city departments.

For all of the foregoing reasons, I respectfully encourage a unanimous vote of confirmation for Zachary Jones as he moves into the city's ranks of highly qualified Department Executives.

Alignment with City & Department Planning Objectives



☐ ☒ ☐ ☐ ☐ ☐ ☐ ☐

Seeking out the best and most highly qualified individuals to hire for city service is in accord with best governance

practices.

Interdepartmental Coordination

Numerous city leaders across almost all City Departments as well as City Councilors contributed to the decision to extend this offer to Mr. Jones.

Fiscal Impact

Mr. Jones' annual salary, budgeted within the Legal Department budget, is less than Mr. Kirkham's annual salary (after several years of service to the City). This will generate a minor net savings to the department in the coming fiscal year.

Legal Review

N/A

ZACHARY H. JONES

[redacted]

EDUCATION

J. Reuben Clark Law School, Brigham Young University, Provo, UT
Juris Doctor, April 2017

- GPA: 3.78 (Top 10%, Ranked 7th), *magna cum laude*.
- Senior Editor, BYU Law Review, 2016–17.
- Senior Editor, Education Law Journal, 2015–16.

George Wythe University, Salt Lake City, UT
Bachelor of Arts, Statesmanship, May 2013

- GPA: 3.97, *summa cum laude*.

EXPERIENCE

City of Idaho Falls Legal Department, Idaho Falls, ID
Interim City Attorney September 2025 – Present
Assistant City Attorney August 2025 – September 2025
Prosecuting Attorney August 2024 – August 2025

- Conducted five jury trials and multiple court trials, including one eviction trial.
- Prosecuted criminal cases, with an emphasis in cases related to domestic violence.
- Addressed civil issues for various departments including Public Works, Parks and Recreation, Greater Idaho Falls Transit, and the Idaho Falls Police Department.

Anderson, Julian & Hull, LLP, Boise and Rexburg, ID
Associate, March 2023 – September 2023 (in person) and October 2023 – August 2024 (remote)

- Prepared and argued briefs.
- Conducted and responded to discovery requests.
- Interviewed witnesses and clients.

Judge Jessica M. Lorello, Idaho Court of Appeals, Boise, ID
Staff Attorney, July 2020 – March 2023

- Drafted over fifty opinions and performed legal research.

Adjunct Professor, University of Idaho College of Law, Boise, ID
Spring Semesters of 2022 and 2023

- Taught Advanced Advocacy, a course in appellate brief writing.

Judge Jason D. Scott, Idaho Fourth Judicial District Court, Boise, ID
Staff Attorney, September 2017 – July 2020

- Prepared bench memoranda and drafted orders.
- Twice gave a presentation to judges and court clerks on how to handle exhibits and create a better appellate record.

Memorandum

File #: 25-476 **City Council Meeting**

FROM: Pam Alexander, Municipal Services Director
DATE: Tuesday, November 25, 2025
DEPARTMENT: Municipal Services

Subject
Bid IF-25-026, Road Salt for Public Works

Council Action Desired
☐ Ordinance ☐ Resolution ☐ Public Hearing
☒ Other Action (Approval, Authorization, Ratification, etc.)
Accept and approve the bid received from the lowest responsive and responsible bidder, Compass Materials America, Inc., for a total of $136,350.00 (or take other action deemed appropriate).

Description, Background Information & Purpose
On November 21, 2025, bids were received for the annual purchase of road salt. This purchase will provide approximately 3,000 tons at $45.45 per ton of road salt for the Public Works Department, Streets Division.

Alignment with City & Department Planning Objectives



☐ ☐ ☐ ☐ ☐ ☐ ☐ ☒

The purchase of road salt supports the reliable transportation community-oriented result for providing safe and reliable transportation on city streets.

Interdepartmental Coordination
Public Works concurs with the award recommendation.

Fiscal Impact
Sufficient funding for this purchase is located within the 2025/26 Public Works, Streets Division operating budget.

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

Bid Breakdown Report

Report Executed By : Tim McCammon
Report Executed On : 2025/11/21 13:36:24
Solicitation : IF-25-026 - Road Salt

		Compass Minerals America Inc		Crapo LTD		Safe Salt Supply		SiteOne Landscape Supply		Specialty Construction Supply	
Item No.	Description	Bid Comment	Awarded Amount	Bid Comment	Awarded Amount	Bid Comment	Awarded Amount	Bid Comment	Awarded Amount	Bid Comment	Awarded Amount
1	The City of Idaho Falls anticipates approximately 3,000 ton usage. Road Salt shall be treated with Y.P.S. Anticaking Agent. F.O.B Idaho Falls Please indicate your price per ton Please read full bidder information.	$45.45		$53.00 This is a price per ton delivered to the City of Idaho Falls. Product and Freight included.		$56.50		$210.00		$47.20	
Solicitation Total		**$45.45**		**$53.00**		**$56.50**		**$210.00**		**$47.20**	

Memorandum

File #: 25-481 **City Council Meeting**

FROM: Pam Alexander, Municipal Services Director
DATE: Monday, December 1, 2025
DEPARTMENT: Municipal Services

Subject
Renewal of Central Square, Naviline Annual Maintenance Agreement

Council Action Desired
☐ Ordinance ☐ Resolution ☐ Public Hearing
☒ Other Action (Approval, Authorization, Ratification, etc.)
Approve the renewal of the annual maintenance agreement with Central Square in the amount of $131,457.85 and authorize the Mayor and City Clerk to sign the necessary documents (or take other action deemed appropriate).

Description, Background Information & Purpose
The city is currently using the Central Square, Naviline system for a variety of financial operational functions, including accounts receivable, payable, and purchasing, with the plan to transition to the Workday financial solution over the next 12 months. This renewal of annual maintenance services is a 5.2% increase over last year's renewal of $124,964.46. This 5.2% increase for annual software maintenance services is within the city's experience with similar annual renewal of maintenance agreements of 3-7%. The renewal of the maintenance agreement with Central Square will be essential to maintain the city's financial operational functionality until the transition to Workday is fully implemented.

Alignment with City & Department Planning Objectives



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

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

Fiscal Impact
The 2025/26 adopted budget authorized a total of $120,000.00 for the Central Square annual maintenance agreement. However, renewal order Q-233268 received after the budget adoption to renew the annual maintenance agreement is $131,457.85 or an additional $11,457.85 over the budget authorized total of $120,000.00. Sufficient funding for the

total annual maintenance agreement cost is located within the 2025/26 Municipal Services, Information Technology Division budget.

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

Renewal Order prepared by:
Jenny McPherson
jenny.mcpherson@centralsquare.com

Renewal Order #: Q-233268
Start Date: January 1, 2026
End Date: December 31, 2026
Billing Frequency: Yearly
Subsidiary: Superion, LLC

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

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

WHAT SOFTWARE IS INCLUDED?

	PRODUCT NAME	QUANTITY	TOTAL
1.	AnalyticsNOW	1	1,523.24 USD
2.	Modifications Annual Maintenance Fee	1	1,400.00 USD
3.	NaviLine Accounts Receivable-Annual Maintenance Fee	1	8,591.94 USD
4.	NaviLine Asset Management II Annual Maintenance Fee	1	0.00 USD
5.	NaviLine Cash Receipts-Annual Maintenance Fee	1	6,029.80 USD
6.	NaviLine Continuing Property Records Annual Maintenance Fee	1	33,429.12 USD
7.	NaviLine Document Management Services Annual Maintenance Fee	1	2,007.75 USD
8.	NaviLine GMBA w/Extended Reporting Annual Maintenance Fee	1	33,379.95 USD
9.	NaviLine Land/Parcel Mgmt-Annual Maintenance Fee	1	6,250.72 USD
10.	NaviLine Payroll/Personnel-Annual Maintenance Fee	1	13,886.06 USD
11.	NaviLine Purchasing/Inventory-Annual Maintenance Fee	1	19,652.15 USD
12.	NaviLine Time & Attendance Interface-Generic Annual Access Fee	1	5,307.12 USD
13.	NaviLine Work Orders/Facility Management Annual Maintenance Fee	1	0.00 USD
14.	Superion NaviLine User Interface	1	0.00 USD

Renewal Order prepared by:
Jenny McPherson
jenny.mcpherson@centralsquare.com

Total:	131,457.85 USD
Discount Total:	USD
Renewal Order Total:	131,457.85 USD

Billing Information

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

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

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

Memorandum

File #: 25-485 **City Council Meeting**

FROM: Pam Alexander, Municipal Services Director
DATE: Monday, December 1, 2025
DEPARTMENT: Municipal Services

Subject
Renewal of Cityworks Annual Maintenance Agreement

Council Action Desired
☐ Ordinance ☐ Resolution ☐ Public Hearing
☒ Other Action (Approval, Authorization, Ratification, etc.)
Approve the renewal of the annual maintenance agreement with Cityworks, Azteca Systems, LLC., in the amount of $78,875.00 and authorize the Mayor and City Clerk to sign the necessary documents (or take other action deemed appropriate).

Description, Background Information & Purpose
The city is currently using Cityworks for various city operating functions including the City Clerk, Community Development Services, Fire, Idaho Falls Power, Municipal Services, Police, and Public Works Departments. The Cityworks system was approved through request for proposal (RFP 22-03) during the Thursday, July 14, 2022, City Council meeting for $652,374.00, with annual maintenance and licensing costs estimated on a yearly basis. The annual maintenance for fiscal year 2025/26 is $78,875.00.

Alignment with City & Department Planning Objectives



☐ ☒ ☐ ☐ ☐ ☐ ☐ ☐
The renewal of the Cityworks annual maintenance agreement supports the good governance community-oriented result by providing ongoing maintenance and support of city operating functions.

Interdepartmental Coordination
All relevant system user departments are represented in this request.

Fiscal Impact
Costs for the annual maintenance agreement are shared by the percentage of system users and are included in each department's 2025-26 operating budgets.

Legal Review

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

Invoice

Azteca Systems, LLC
5475 Kellenburger Road
Dayton, OH 45424
Phone: 954-556-6701 “0”
billing@cityworks.com

Date 10/24/2025
Invoice # INV10620
Acct. No. C10872
Due Date 11/23/2025
PO # Signed Quote #Q-39840-1

Bill To
Idaho Falls (ID), City of
PO Box 50220
Idaho Falls ID 83405-0220
United States

Ship To
Idaho Falls (ID), City of
308 Constitution Way
Idaho Falls ID 83402
United States

Item	Start Date	End Date	Amount
ELA - Cityworks Online Server PLL Standard	10/15/2025	10/14/2026	74,311.98
Cityworks Online Logins	10/15/2025	10/14/2026	0.00
Respond - PLL	10/15/2025	10/14/2026	0.00
Mobile Native Apps (iOS/Android) - PLL	10/15/2025	10/14/2026	0.00
eURL - PLL	10/15/2025	10/14/2026	0.00
Public Access for PLL	10/15/2025	10/14/2026	0.00
Workload - PLL	10/15/2025	10/14/2026	0.00
Web Hooks - PLL	10/15/2025	10/14/2026	0.00
Sandbox	10/15/2025	10/14/2026	4,563.02

Total 78,875.00
Amount Due $78,875.00

Remit Payment To:
Azteca Systems, LLC
FEIN: 81-3929341

Check:
5475 Kellenburger Road
Dayton, OH 45424

Electronic Payment Instructions:
Wells Fargo Bank
Account #: 4943665851
ABA/Routing Number: 121000248
SWIFT Code: WFBIUS6S

Credit Card:
Call 954-556-6728

Memorandum

File #: 25-488 **City Council Meeting**

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

Subject
Bid Award Reconsideration - Sewer Line Rehabilitation 2026

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, National Power Rodding Corp., in the amount of $965,995.00; and give authorization for the Mayor and City Clerk to execute the necessary documents (or take other action deemed appropriate).

Description, Background Information & Purpose
The bid award for this project was approved by City Council at the October 23, 2025, regular meeting. However, the memo had listed the low bid of $956,995.00, which was incorrect. The low bid was actually $965,995.00. Fortunately, the correct amount was shown correctly within the attached bid tabulation, so the proper accounting has been performed. This item is being brought for reconsideration simply to correct that error.

Alignment with City & Department Planning Objectives



☐ ☐ ☒ ☐ ☐ ☐ ☐ ☒

This project supports the community-oriented result of reliable public infrastructure by investing in the renewal of our sewer and stormwater collection systems.

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

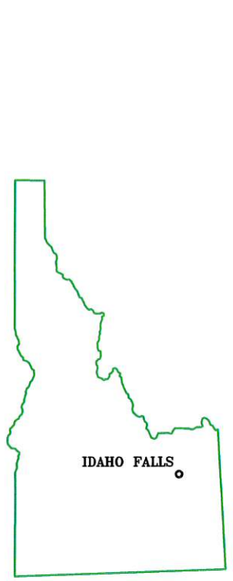
Fiscal Impact
Funding for this project comes from Wastewater Division funds. Sufficient funding and budget authority exist for completion of the proposed improvements.

Legal Review

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

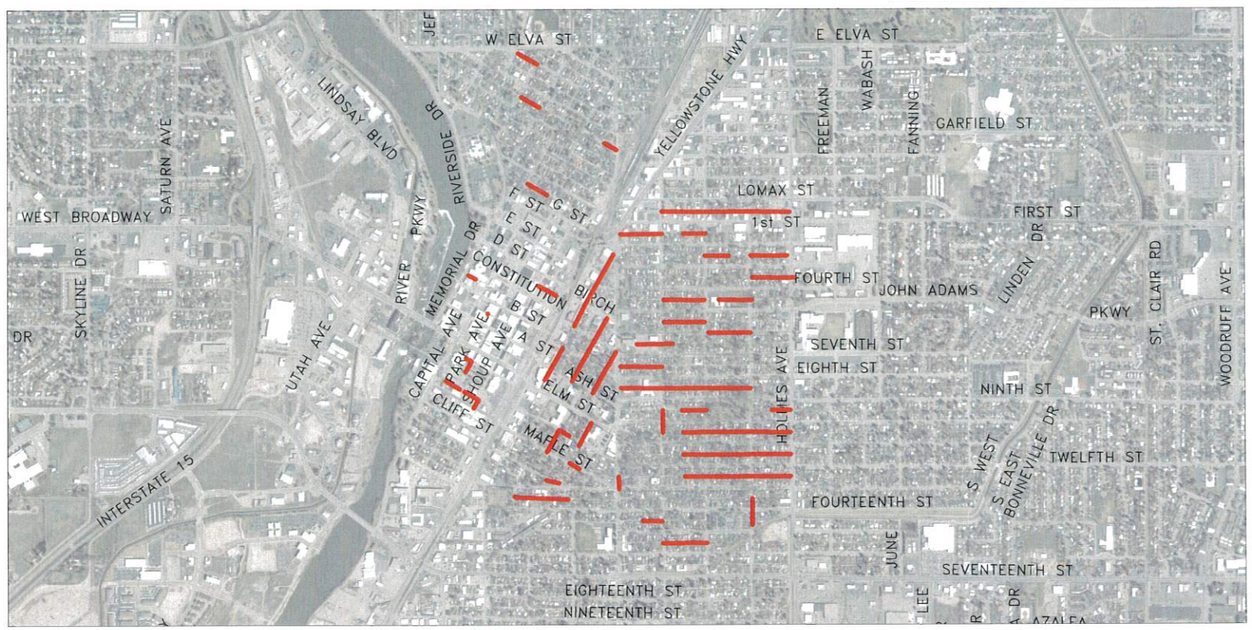
0-00-00-0-SWR-2026-05
2025-070

SEWER LINE REHABILITATION 2026
PROJECT # SWR-2026-05





PROJECT LOCATIONS



MAYOR
Rebecca L. Noah Casper

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

ENGINEERING DIVISION

PUBLIC WORKS DIRECTOR
Chris H Fredericksen, P.E.

CITY ENGINEER
Jon Knowles, P.E.

2025

PROFESSIONAL ENGINEER
REGISTERED
14787
09/30/2025
STATE OF IDAHO
JONATHAN W. KNOWLES

AS BUILT DATE / BY: ____ / ____

SCALE SHOWN IS FOR SHEET 11 x 17 ONLY

ENGINEERING DIVISION

IDAHO FALLS PUBLIC WORKS

SEWER LINE REHABILITATION 2026
TITLE PAGE

CHECKED BY:	DESIGN TECH:	DATE PLOTTED:	SHEET NO.
CW	AW	9/30/2025	1 OF 15

F:\Projects\SWR\SWR-2026-05\Dsg\AutoCAD Files\SWR-2026-05 Sewer Rehabilitation - Title Page.dwg

City of Idaho Falls

Engineering Division

Engineer's Estimate

Project: Sewer Line Rehabilitation 2026 ***Number:*** ----SWR-2026-05

Submitted: ***Date:*** October 15, 2025

Item Number	Description	Estimated Quantity	Unit	Engineer's Estimate		National Power Rodding Corp.		Vortex Services, LLC		Instituform Technologies, LLC		Iron Horse Pipeline Service LLC	
				Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount
	DIVISION 500 - SEWER												
509.4.1.B.1.b	CIPP Liner 8"	24635	LF	$50.00	$1,231,750.00	$32.00	$788,320.00	$38.00	$936,130.00	$47.50	$1,170,162.50	$60.00	$1,478,100.00
509.4.1.C.1	Cut Off Protruding Services	97	EA	$350.00	$33,950.00	$125.00	$12,125.00	$250.00	$24,250.00	$324.00	$31,428.00	$300.00	$29,100.00
509.4.1.D.1	Reconnect Service Line	837	EA	$150.00	$125,550.00	$150.00	$125,550.00	$50.00	$41,850.00	$58.00	$48,546.00	$150.00	$125,550.00
509.4.1.E.1	Bypass Sewage Pumping	1	LS	$180,000.00	$180,000.00	$40,000.00	$40,000.00	$73,765.00	$73,765.00	$4,000.00	$4,000.00	$120,000.00	$120,000.00
	TOTAL				**$1,571,250.00**		**$965,995.00**		**$1,075,995.00**		**$1,254,136.50**		**$1,752,750.00**

Memorandum

File #: 25-484 **City Council Meeting**

FROM: Stephen Boorman, Interim General Manager
DATE: Monday, December 1, 2025
DEPARTMENT: Idaho Falls Power

Subject
Idaho Falls Power Board Minutes - November 2025

Council Action Desired
☐ Ordinance ☐ Resolution ☐ Public Hearing
☒ Other Action (Approval, Authorization, Ratification, etc.)
Approve the Idaho Falls Power Board meeting minutes from Nov. 12, 2025 (or take other action deemed appropriate).

Description, Background Information & Purpose
The Idaho Open Meeting law requires the governing body of a public agency to record and make written minutes publicly available for all public meetings. These minutes comply with Idaho Code § 74-205.

Alignment with City & Department Planning Objectives



☐ ☒ ☐ ☐ ☐ ☐ ☐ ☐
The requested action supports good governance by demonstrating sound management and promoting trust and transparency.

Interdepartmental Coordination
n/a

Fiscal Impact
n/a

Legal Review
n/a

November 12, 2025

The Idaho Falls Power Board of the City of Idaho Falls met on Wednesday, November 12, 2025, at the Idaho Falls Power Boardroom, 140 S. Capital, Idaho Falls, Idaho at 7:45 a.m.

Call to Order, Roll Call, and Announcements

Present:
Mayor Pro Tem Lisa Burtenshaw
Board Member John Radford (Joined via Zoom.)
Board Member Jim Francis
Board Member Michaelle Ziel-Dingman
Board Member Kirk Larsen
Board Member Jim Freeman

Absent:
Mayor Rebecca L. Noah Casper

Also present:
Stephen Boorman, Interim General Manager
Jacob Beck, Assistant City Attorney
Josh Roos, Chief Financial Officer
Chase Morgan, Power Supply and Dispatch Manager
Colter Tucker, Power Scheduler
Kevin Mozena, Power Services Account Executive, Bonneville Power Administration (Joined via Zoom.)
Margaret Winbourne, Chief of Staff
Catherine McClure, Economic Development Administrator
Linda Lundquist, Board Secretary

Mayor Pro Tem Burtenshaw called the meeting to order at 7:48 a.m.

Calendar, Announcements, Events and Updates
Interim General Manager (IGM) Stephen Boorman provided an overview of Idaho Falls Power (IFP) items scheduled for upcoming City Council approval.

BPA 2028 Contract Update
Kevin Mozena, BPA Power Services Account Executive, outlined how energy is generated, financed, and delivered, noting that Idaho Falls Power (IFP) is the only customer fully adopting the Slice/Block product. Mr. Morgan reviewed key milestones in BPA's Provider of Choice negotiations, stating the effort is about halfway through contract execution, with all customer agreements due by December 2025. He highlighted major contract updates, including day-ahead scheduling designed to secure the lowest-cost energy.

IGM Boorman emphasized IFP's high operational sophistication (comparable to much larger utilities) due to its strong generation and power supply staffing. Mr. Morgan also noted that several major utilities, including Grant PUD and Seattle City Light, have transitioned to the Slice/Block product.

Mr. Mozena explained the benefits of shifting to a Contract High Water Mark, which stabilizes Tier 1 system allocation across rate periods. He also outlined a significant new contract provision: the Utah Associated Municipal Power System (UAMPS) storage agreement, which stores excess BPA energy for IFP and returns it during shortfalls. Board members clarified cost implications, with Mr. Morgan explaining the "sell out/buy in" mechanics of the storage arrangement. IGM Boorman noted that while IFP cannot exit the BPA contract, BPA retains the ability to terminate without cause. Board Member Francis requested additional clarification on the purpose of the annual meeting requirement, which Mr. Mozena agreed to review and make further scrubs.

November 12, 2025

Standing Reports as Needed

IGM Boorman presented the total estimated costs for the peaking plant and provided an update on safety performance, noting strong records to date. He reported that fiber installations continue to progress at a solid pace and that IFP's advertising efforts remain consistent. Mr. Tucker outlined the valuation of net metering, and Mr. Roos added that a full year of data is now available to refine best practices. He also noted that load forecasts are shifting as more new construction incorporates electric heating.

There being no further business, the meeting adjourned at 8:44 a.m.

s/ Linda Lundquist _____ s/ Rebecca L. Noah Casper _____

Linda Lundquist, BOARD SECRETARY Rebecca L. Noah Casper, MAYOR

Memorandum

File #: 25-464 **City Council Meeting**

FROM: Emily Geisler, City Clerk
DATE: Monday, December 1, 2025
DEPARTMENT: Mayor's Office

Subject
City Council Meeting Minutes

Council Action Desired
☐ Ordinance ☐ Resolution ☐ Public Hearing
☒ Other Action (Approval, Authorization, Ratification, etc.)
Approve the City Council Meeting Minutes from November 19, 2025

Description, Background Information & Purpose
Attached is the following:

- November 19, 2025, Special 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 Special Meeting Minutes

680 Park Avenue
Idaho Falls, ID 83402

Wednesday, November 19, 2025 **8:30 AM** **City Council Chambers**

Call to Order and Visual Roll Call with a Quorum confirmed
There were present:
Mayor Rebecca L. Noah Casper
Councilor John Radford (left at 10:40am)
Councilor Jim Francis
Council President Lisa Burtenshaw
Councilor Jim Freeman
Councilor Kirk Larsen

Absent:
Councilor Michelle Ziel-Dingman

Also present:
Stephen Boorman, IF Power Interim Director
Josh Roos, Power CFO
Chris Fredericksen, Public Works Director
Jacob Beck, Assistant City Attorney
PJ Holm, Parks & Recreation Director
Darin Jones, Human Resources Director
Margaret Wimborne, Chief of Staff
Emily Geisler, City Clerk

Mayor Casper called the meeting to order at 8:34am.

Mayor Casper, along with Stephen Boorman and Director Holm, initiated a discussion regarding maintenance of the City's Greenbelt. [PowerPoint slides attached.] Key points included:

- Accomplishment will involve primarily two departments – Idaho Falls Power (IFP) and Parks & Recreation (P&R)
- A Council resolution along with an interdepartmental agreement should be used
- IFP will need to meet Federal Energy Regulatory Commission (FERC) licensing agreement obligations, which the resolution should address
- P&R will need to meet revenue needs, which the resolution should address
- The agreement will reference geographical areas as listed within the FERC "Exhibit R", address capital funding, set standards, and supply definitions.
- Stephen Boorman emphasized that cost allocation is important and that the agreement is split in three parts for ease

Mayor Casper then invited the group to live edit the draft Resolution. [Attached to these minutes is the original draft version of the resolution along with a version containing the edits discussed in this meeting.]
Stephen Boorman stated that the second paragraph of the Resolution is the most important part.

When discussing the Interdepartmental Agreement, it was decided that sections 2 and 4 should be combined and title "Financial Participation" and section 3 should be moved up to be section 2.
The group recommended that the Resolution be merged with the Agreement.
When talking about the placeholder for the funds, the recommendation was to call it the "Greenbelt Capital Fund".
Council would like to see 5.2.1 & 5.2.2 of the Agreement combined.

Councilor Francis and Stephen Boorman discussed the differences between the FERC "Exhibit R" and the "Amendment to Exhibit R". Land and amenities included in "Exhibit R" are secured and in-place for IFP for 40 years under the FERC guidelines. The "Amendment to Exhibit R", which has flexibility, defines the Greenbelt.
Mayor emphasized that branding should start with the City's Public Information Officer (PIO).
The group agreed that the changes could be made and a final draft created and presented at a December City Council Meeting with no additional Work Session needed.

CONSIDERATION OF UTILITY ALIGNMENT:
Director Jones, Chief of Staff Wimborne, Stephen Boorman, Director Fredericksen, and Jacob Beck were part of a committee for 'Utility Alignment' with discussions held during the summer months. They reported that there had been no consensus and agreed that now is not the time to make changes.
Mayor Casper recommended the topic be tabled until time and personnel allow for further discussion. Since Stephen Boorman is not staying indefinitely, the goal had been to finalize the changes before bringing on a new Director for Idaho Falls Power. The Director's job description will need to change – specific to the reporting structure for employees.
Director Jones, Chief of Staff Wimborne, Director Fredericksen, and Stephen Boorman all concurred. The Chief of Staff said that the issues and concerns that were discussed during the earlier meetings should still be addressed soon and brought to the new Mayor's attention. Stephen Boorman stated that the process had been very helpful and not a waste of time.
Councilor Francis recommended revisiting the topic in February.
Stephen Boorman mentioned, as an example, a disconnect policy being worked on – Power vs Water.
Mayor Casper's preference would be to keep one City bill.

<u>Announcements</u>

Mayor Casper
- Tree Lighting Ceremony this weekend
- Next week's meetings will be Monday (Work Session) and Tuesday (City Council Meeting)
- City offices will be closed next Thursday and Friday for Thanksgiving

Councilor Freeman
- BMPO/TAC meeting today
- Early voting ends next Wednesday at 5pm

There being no further business, the meeting adjourned at 11:13am

Emily Geisler, City Clerk

Rebecca L. Noah Casper, Mayor

IDAHO FALLS
OFFICE OF THE
MAYOR

Greenbelt Maintenance—
A Resolution and Agreement

Idaho Falls Power *and* Parks and Recreation

A Policy #1 is *Not* Applicable

- This is not Solely an Idaho Falls Power Matter
- It is a City matter primarily involving two Departments
- The Mechanisms that best Capture the Desired Arrangement:
  - A Council Resolution
  - An Interdepartmental Agreement

A Resolution to Capture the Spirit of the Arrangement

Citywide Success achieved by Addressing Needs of Two Departments:

- **Power**—meet FERC licensing agreement obligations
- **Parks and Rec**—meet revenue needs

An Agreement to Set Forth the Particulars—

- Maintenance and Operations Funding of Geographical Areas listed within FERC “Exhibit R”
- Capital Funding of River Adjacent Areas
- Standards
  - Higher Use and Visibility Areas: Urban Park / P&R Standards 1 & 2
  - Lower Use and Visibility Areas: Rural Park / P&R Standards 3 & 4
- Definitions
- Easily Modified as Needed

“New Math”

- The Wisdom of Newly-adopted Utility Allocation Formulas
- An Approximate Delta of $2.5M *before* the Interdepartmental Agreement
- Formulas provide predictability for both budgeting and rate setting. Standards

Vision: Achieving the River Priority—

- Satisfy Regulatory Compliance
- Avoid Legal Ambiguity
- Attain Ambitious Public Recreation Goals
- Achieve Equity for both Ratepayers and Taxpayers
- Address Citizen Safety
- Respect Subject Matter Expertise
- Facilitate Adaptive Management
- Address Perennial Budget Concerns
  - ROW Maintenance
  - Capital for Future Amenities and Development

Version: Prior to Special Meeting

RESOLUTION NO 2025 – _____

A RESULTION OF THE CITY OF IDAHO FALLS, IDAHO A MUNICIPAL CORPORTATION OF THE STATE OF IDAHO, ESTABLISHINGSTANDARDS FOR GREENBELT MAINTENANCE AND PROVIDING THAT THE RESOLUTION BE EFFECTIVE UPON ITS PASSAGE, APPROVAL, AND PUBLICATION, ACCORDING TO LAW.

WHEREAS, the City of Idaho Falls operates a power utility, Idaho Falls Power (IFP), which owns and operates four hydroelectric dams on the Snake River that passes through the City of Idaho Falls; and

WHEREAS, because IFP uses the Snake River, a public resource, for power generation, it has physical impact on the river and IFP therefore has a legal requirement under its Federal Energy Regulatory Commission (FERC) license to provide for recreation opportunities surrounding its hydro projects to mitigate the impacts these projects have on the natural ecosystem and public river usage; and

WHEREAS, the City of Idaho Falls also operates a Parks and Recreation Department (P&R) that has made substantial investments in a variety of park properties and trail amenities all along the Snake River corridor and which anticipates the development of more riverfront property even as the City of Idaho Falls grows; and

WHEREAS, P&R values the many recreational opportunities the Snake River offers to the public, even as it also recognizes the environmental stewardship and public responsibilities associated with management and maintenance of the Riverwalk, associated landscaping, and points of river access; and

WHEREAS, the City operates IFP as an enterprise fund with a mission to deliver low cost, reliable power to its ratepayers/customers, and as such, IFP has a legal obligation to set electric rates that achieve cost recovery—not profit—thereby allowing utility ratepayers to enjoy low rates based on the cost of service model; and

WHEREAS, the City funds P&R through property taxes and user fees with a mission to enrich the Idaho Falls community by providing safe, enjoyable, and worthwhile recreation opportunities for the public; and

WHEREAS, the City of Idaho Falls wishes to seamlessly manage access, safety, and enjoyment of the Snake River using standards that balance the unique missions of both IFP and P&R with the expectations of electric utility ratepayers and city taxpayers for the benefit of all citizens; and

DRAFT

WHEREAS, the City of Idaho Falls wishes to ensure funding and spending levels are not beyond reasonable and prudent standards for a similarly situated hydropower utility and riverfront community; and

WHEREAS, because both P&R and IFP have historically shared responsibility for the City's Riverfront properties using different funding sources, it is expected that ongoing coordination and planning will take advantage of natural efficiencies associated with each department's expertise and enhance department missions; and

WHEREAS, this resolution and any interdepartmental agreements flowing from it ensure that both departments are able to operate effectively within their missions, ensuring excellent outcomes for both departments and, most importantly the community members who use and enjoy the of the City's riverfront amenities; and

WHEREAS, partnerships with both nonprofit and for-profit organizations that support excellent and enhanced riverfront access will continue to be developed to provide additional financial support for the development of additional amenities

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

1. That IF and P&R shall engage in development of an Interdepartmental Agreement subject to City Council review and approval.

ADOPTED and effective this ___ day of _____, 2025

CITY OF IDAHO FALLS, IDAHO

_____
Rebecca L. Noah Casper, Mayor

ATTEST:

By _____
Emily Geisler, City Clerk

DRAFT

INTERDEPARTMENTAL AGREEMENT DATED: _____

GREENBELT MAINTENANCE AGREEMENT
BETWEEN IDAHO FALLS POWER AND PARKS AND RECREATION

1. **Collaboration.** P&R and IFP will collaborate on the development of:
   1.1. Exhibit R for FERC licensing to facilitate harmonious operations and maintenance of Greenbelt and associated amenities.

   1.2. Capital Plans for the _____

2. **Financial Participation.** It is appropriate for IFP contribute to the Greenbelt Fund an amount estimated at 90% of the maintenance and operations of the Greenbelt and associated amenities and P&R will contribute 10% to the same.

3. **Division of Responsibility.**
   3.1. All recreational facilities that are within the FERC license project boundaries will be managed to ensure license compliance.
      3.1.1. As the license holder, IFP therefore reserves the right to maintain these facilities with IFP employees, a private contractor, or via this written interdepartmental agreement with the P&R Department.
      3.1.2. Appendix B contains a map of the proposed project boundaries which, after _____ will be superseded by the final FERC license containing the approved Exhibit R and defined project boundaries.
   3.2. All recreational facilities not within the project boundaries will be the responsibility of the P&R Department to manage and operate.

4. **Financial Responsibility Levels.**
   4.1. These funding levels have been set to ensure that utility customers and taxpayers are funding appropriate activities and amenities equitably

   4.2. IFP will pay 100% of all operations, maintenance and capital improvement cost for areas within the FERC License project boundaries. The funding level ensures the Greenbelt is maintained to provide continuity with licensed boundary parks.

   4.3. P&R will pay 100% of all recreation areas operated and maintained by the City, not specifically identified in this Resolution

   4.4. IFP and P&R will jointly contribute to Greenbelt maintenance of parks and riverfront areas identified in this agreement. Annual contributions will be deposited into two dedicated funds.
      4.4.1. A fund for the annual maintenance and operations of the Greenbelt

DRAFT

4.4.2. A fund for capital investment into the Greenbelt for which the balance may be carried forward from year to year.

4.5. Contribution Formula: IFP will transfer to the City's General Fund annual amounts set using the following formulas:

4.5.1. IFP's contribution to the Greenbelt Capital Fund will be 4% of the net hydro generation value For 2025 that Capital amount is $657,886.08

4.5.2. IFP's contribution to the Greenbelt Maintenance and Operations Fund will be 6% of the net hydro generation value. *For 2025 the O&M amount is $986,829.12* *

4.5.3. The net hydro generation value will be calculated as being the average of the last five years of generation x IFP's residential rate. The rolling 5 year generation average was 230,030,098 kwh as provided to the Energy Information Administration, and the 2025 residential rate is $0.0715

4.5.4.

**For a total of $1,644,715.20*

5. Administrative Considerations.

5.1. P&R and IFP Directors and senior leaders will meet no less than annually to review greenbelt maintenance, operations, and capital planning to ensure all park facilities are managed according to professional standards, legal requirements, and to achieve Council expectations.

5.2. Signage and Other Installed Property.

5.2.1. P&R will oversee signage, kiosks, benches, waste receptacles, and all other installed city property along the trails or in the parks.

5.2.2. All such will comply with city standards and style and branding guidelines.

5.2.3. Where appropriate, signage will be co-branded to convey how the River Corridor has been enhanced by City ownership of an electric utility with hydro projects. Promoting IFP's hydro projects in this way achieves transparency, provides important information about how some amenities river are funded, and benefits citizens by teaching the many benefits of hydropower.

5.3. To ensure collaboration and effective planning, both P&R and IFP will involve each other in their respective engagements with community partner organizations that may wish to provide financial support for the Greenbelt system parks.

6. City Council Review.

6.1. Each year during the budgeting process the Council will review and approve the plan presented by the P&R and IFP to jointly develop the budget for operations, maintenance, and capital expenses of the recreational facilities identified in this Resolution.

DRAFT

6.2. The Council will exercise careful oversight to track costs and ensure equity for utility ratepayers and general fund taxpayers. This may include reviewing annual and quarterly reports, audit materials and any other financial information deemed useful.

DRAFT

Appendix A – Definitions

FERC License: Permission issued by the Federal Energy Regulatory Commission to allow IFP to operate hydroelectric facilities on the Snake River.

FERC License Project Boundaries: Defined, surveyed, and agreed upon limits which are defined in the IFP License and for which FERC has regulatory authority over IFP's actions as related to IFP's hydroelectric projects and associated designated recreation sites.

FERC Exhibit R: A section of the FERC License that defines the required recreational amenities that IFP must provide inside of the projects boundaries as a condition of the license.

FERC Exhibit R Addendum: An addendum to Exhibit R where the City may provide narrative as to additional recreation that supports FERC approved recreation facilities and that are associated with the required recreation amenities but are outside of the defined project boundaries.

Greenbelt: The Snake River pathway/trail system and parks adjacent to the river connected by the Riverwalk pathways currently extending from _____ on the north end and _____ on the south end. This also includes all of the area from the river to the closest city street right-of-way.

Greenbelt Amenities: Improvements advancing and/or enhancing the public's recreation services, experiences, and access along the Greenbelt.

River Corridor: An Idaho Falls land use planning overlay zone as defined by Idaho Falls zoning ordinance that sets standards for development including but not limited to the setbacks from the river.

Riverfront Parks: Parks within IFP project boundaries and parks under the responsibility of P&R consisting of the following classifications:

Public Recreation Areas Adjacent to IFP's Hydro Projects thus having a Hydro-project Nexus (Note: funded 90/10 IFP & P&R):

1. Freeman Park(Removed from project boundaries
2. Memorial Drive Park
3. Friendship Gardens
4. Rock Garden (Pancheri to Broadway, west side of the river)
5. Snake River Pier (Pancheri to Heritage Park)
6. Sportsman's Park/Friendship Gardens
7. Capital Drive Park
8. Heritage Park
9. Ryder Park

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Public Recreation Areas Included in IFP's Hydro Projects Boundaries inside City Limits (Note: funded 100% IFP):

1. John's Hole Park
2. South Tourist Park

Public Recreation Areas Included in IFP's Hydro Projects Boundaries Outside City Limits (Note: funded 100% IFP):

1. Lower Gem State Marina
2. Upper Gem State Marina (including the bike park)
3. Upper Plant Boat Ramp (east side of river)
4. Upper Plant Island Access (west side of river)
5. Gem State Fishing Pond
6. Cedar Point Boat Ramp

DRAFT

Appendix B – Proposed Project Boundaries Map

Note: this map will be applied until superseded by the FERC license containing an approved Exhibit R and defined project boundaries

[Insert Map]

DRAFT

Contains Edits Discussed in 11.19.25 Special Meeting

NOTE: Combine Resolution and Agreement into one document.

RESOLUTION NO 2025 – _____

A RESULTION OF THE CITY OF IDAHO FALLS, IDAHO
A MUNICIPAL CORPORTATION OF THE STATE OF
IDAHO, ESTABLISHINGSTANDARDS FOR GREENBELT
MAINTENANCE AND PROVIDING THAT THE
RESOLUTION BE EFFECTIVE UPON ITS PASSAGE,
APPROVAL, AND PUBLICATION, ACCORDING TO LAW.

WHEREAS, the City of Idaho Falls operates a power utility, Idaho Falls Power (IFP), which owns and operates four hydroelectric dams on the Snake River that passes through the City of Idaho Falls; and

WHEREAS, because IFP uses the Snake River, a public resource, for power generation, it has physical impact on the river and IFP therefore has a legal requirement under its Federal Energy Regulatory Commission (FERC) license to provide for recreation opportunities surrounding its hydro projects to mitigate the impacts these projects have on the natural ecosystem and public river usage; and

WHEREAS, the City of Idaho Falls also operates a Parks and Recreation Department (P&R) that has made substantial investments in a variety of park properties and trail amenities all along the Snake River corridor and which anticipates the development of more riverfront property as the City of Idaho Falls grows; and

WHEREAS, P&R values the many recreational opportunities the Snake River offers to the public, even as it also recognizes the environmental stewardship and public responsibilities associated with management and maintenance of the Riverwalk, associated landscaping, and points of river access; and

WHEREAS, the City operates IFP as an enterprise fund with a mission to deliver low cost, reliable power to its ratepayers/customers, and as such, IFP has a legal obligation to set electric rates that achieve cost recovery—not profit—thereby allowing utility ratepayers to enjoy low rates based on the cost of service model; and

WHEREAS, the City funds P&R through property taxes and user fees with a mission to enrich the Idaho Falls community by providing safe, enjoyable, and worthwhile recreation opportunities for the public; and

WHEREAS, the City of Idaho Falls wishes to seamlessly manage access, safety, and enjoyment of the Snake River using standards that balance the unique missions of both IFP and P&R with the expectations of electric utility ratepayers and city taxpayers for the benefit of all citizens; and

WHEREAS, the City of Idaho Falls wishes to ensure funding and spending levels are not beyond reasonable and prudent standards for a similarly situated hydropower utility and riverfront community; and

WHEREAS, because both P&R and IFP have historically shared responsibility for the City's Riverfront properties using different funding sources, it is expected that ongoing coordination and planning will take advantage of natural efficiencies associated with each department's expertise and enhance department missions; and

WHEREAS, this resolution and any interdepartmental agreements flowing from it ensure that both departments are able to operate effectively within their missions, ensuring excellent outcomes for both departments and, most importantly the community members who use and enjoy the of the City's riverfront amenities; and

WHEREAS, partnerships with both nonprofit and for-profit organizations that support excellent and enhanced riverfront access will continue to be developed to provide additional financial support for the development of additional amenities.

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

1. That IFP and P&R shall engage in development of an Interdepartmental Agreement subject to City Council review and approval.

ADOPTED and effective this ___ day of _____, 2025

CITY OF IDAHO FALLS, IDAHO

_____
Rebecca L. Noah Casper, Mayor

ATTEST:

By _____
Emily Geisler, City Clerk

DRAFT

NOTE: Combine Resolution and Agreement into one document.

INTERDEPARTMENTAL AGREEMENT DATED: _____

GREENBELT MAINTENANCE AGREEMENT
BETWEEN IDAHO FALLS POWER AND PARKS AND RECREATION

1. **Collaboration.** P&R and IFP will collaborate on the development of:
   1.1. Exhibit R and Exhibit R Addendum for FERC licensing to facilitate harmonious operations and maintenance of the Greenbelt and associated amenities.

   1.2. Annual and ongoing capital planning for the Greenbelt.

NOTE: Combine #2 & #4 (keep name as Financial Participation) and move #3 up to be #2

2. **Financial Participation.** It is an appropriate cost allocation for IFP to contribute to the Greenbelt Fund an amount estimated at 90% of the maintenance and operations of the Greenbelt and associated amenities and P&R will contribute an estimated 10% to the same.

3. **Division of Responsibility.**
   3.1. All recreational facilities that are within the FERC license project boundaries will be managed to ensure license compliance.
      3.1.1. As the license holder, IFP therefore reserves the right to maintain these facilities with IFP employees, a private contractor, or via this written interdepartmental agreement with the P&R Department.
      3.1.2. Appendix B contains a map of the proposed project boundaries which, after _____ will be superseded by the final FERC license containing the approved Exhibit R and defined project boundaries.
   3.2. All recreational facilities not within the project boundaries will be the responsibility of the P&R Department to manage and operate.

4. **Financial Responsibility Levels.**
   4.1. These funding levels have been set to ensure that utility customers and taxpayers are funding appropriate activities and amenities equitably

   4.2. IFP will pay 100% of all operations, maintenance and capital improvement cost for areas within the FERC License project boundaries. The funding level ensures the Greenbelt is maintained to provide continuity with licensed boundary parks.

   4.3. P&R will pay 100% of all recreation areas operated and maintained by the City, not specifically identified in this Resolution

   4.4. IFP and P&R will jointly contribute to Greenbelt maintenance of parks and riverfront areas identified in this agreement. Annual contributions will be deposited into two dedicated funds.
      4.4.1. A general fund account for the annual maintenance and operations of the Greenbelt

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4.4.2. A fund for capital investment into the Greenbelt for which the balance may be carried forward from year to year.

4.5. Contribution Formula: IFP will transfer annual amounts using the following formulas:
4.5.1. IFP's contribution to the Greenbelt Capital Fund will be 4% of the gross hydro generation value.
4.5.2. IFP's contribution to the Greenbelt Maintenance and Operations Fund will be 6% of the gross hydro generation value.
4.5.3. The gross hydro generation value will be calculated as being the average of the last five years of generation x IFP's residential rate.

5. Administrative Considerations.

5.1. P&R and IFP Directors and senior leaders will meet no less than annually to review greenbelt maintenance, operations, and capital planning to ensure all park facilities are managed according to professional standards, legal requirements, and to achieve Council expectations.

5.2. Signage and Other Installed Property.
5.2.1. P&R will oversee signage, kiosks, benches, waste receptacles, and all other installed city property along the trails or in the parks.

5.2.2. All such will comply with city standards and style and branding guidelines.

5.2.3. Where appropriate, signage will be co-branded to convey how the Greenbelt has been enhanced by City ownership of an electric utility with hydro projects. Promoting IFP's hydro projects in this way achieves transparency, provides important information about how some amenities are funded, and benefits citizens by teaching the many benefits of hydropower.

5.3. To ensure collaboration and effective planning, both P&R and IFP will involve each other in their respective engagements with community partner organizations that may wish to provide financial support for the Greenbelt system parks.

6. City Council Review.

6.1. Each year during the budgeting process the Council will review and approve the plan presented by the P&R and IFP to jointly develop the budget for operations, maintenance, and capital expenses of the recreational facilities identified in this Resolution.

6.2. The Council will exercise careful oversight to track costs and ensure equity for utility ratepayers and general fund taxpayers. This may include reviewing annual and quarterly reports, audit materials and any other financial information deemed useful.

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Appendix A – Definitions

FERC License: Permission issued by the Federal Energy Regulatory Commission to allow IFP to own and operate hydroelectric facilities on the Snake River.

FERC License Project Boundaries: Defined, surveyed, and agreed upon limits which are defined in the IFP License and for which FERC has regulatory authority over IFP's actions as related to IFP's hydroelectric projects and associated designated recreation sites.

FERC Exhibit R: A section of the FERC License titled Recreation Resources Management Plan (RRMP) which defines the required recreational amenities that IFP must provide inside of project boundaries as a condition of the license.

FERC Exhibit R Addendum: An addendum to Exhibit R where the City may provide narrative as to additional recreation that supports hydro related recreation facilities and that are associated with the hydro projects but are outside of the defined project boundaries.

Greenbelt: The Snake River pathway/trail system (Riverwalk) and parks adjacent to the river within city limits. This includes all of the area from the river to the closest city street right-of-way or private property boundary.

Amenities: Improvements that advance and/or enhance the public's recreational experiences and access.

River Corridor: An Idaho Falls land use planning term that sets guidelines for development near the Snake River.

Riverfront Parks: Parks within IFP project boundaries and parks under the responsibility of P&R consisting of the following classifications:

Public Recreation Areas Adjacent to IFP's Hydro Projects thus having a Hydro-project Nexus as addressed in the Exhibit R Addendum:

1. Freeman Park
2. Memorial Drive Park (from Broadway Bridge to Freeman Park)
3. Rock Garden (Pancheri to Broadway, west side of the river)
4. Snake River Pier (Pancheri to Heritage Park)
5. Sportsman's Park/Friendship Gardens
6. South Capital Park
7. Heritage Park
8. Ryder Park
9. Riverwalk

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Public Recreation Areas Included in IFP's Hydro Projects Boundaries as addressed in Exhibit R:

1. John's Hole Park and Boat Launch
2. South Tourist Park and Boat Launch
3. Lower Gem State Boat Launch
4. Upper Gem State Boat Launch (including the bike park)
5. Upper Plant Boat Launch (east side of river)
6. Upper Plant Island Access (west side of river)
7. Gem State Fishing Pond
8. Cedar Point Boat Launch

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Appendix B – Proposed Project Boundaries Map ++Additional Map

Note: this map will be applied until superseded by the FERC license containing an approved Exhibit R and defined project boundaries

[Insert Map]

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Memorandum

File #: 25-487 **City Council Meeting**

FROM: Chris H Fredericksen, Public Works Director
DATE: Wednesday, December 3, 2025
DEPARTMENT: Public Works

Subject
Negotiated Contract - Idaho Falls Water Tank Demolition

Council Action Desired
☐ Ordinance ☐ Resolution ☐ Public Hearing
☒ Other Action (Approval, Authorization, Ratification, etc.)
Approve the plans, specifications, and negotiated contract with Ascendent LLC, in the amount of $629,085.00; and give authorization for the Mayor and City Clerk to execute the necessary documents (or take other action deemed appropriate).

Description, Background Information & Purpose
As of the bid closing date of Tuesday, August 26, 2025, no qualified applications had been received for the Idaho Falls Water Tank Demolition project. Public Works subsequently obtained Council approval at the September 11, 2025, Council Meeting to turn to the open market to secure qualified public works contractor(s) to complete the work. This negotiated contract to demolish the water tank now being presented for approval is the result of that effort.

Alignment with City & Department Planning Objectives



☒ ☐ ☐ ☐ ☐ ☐ ☐ ☐

This action supports the community-oriented result of good governance by complying with Idaho Statute 67-2805 for the procurement of public works construction where no acceptable contractor qualifications were received that met minimum requirements per the request for qualifications.

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

Fiscal Impact
Cost allocation for this project was budgeted from the Water Fund; sufficient budget authority exists for completion of the proposed activities.

Legal Review

The Legal Department reviewed the proposed action and concurs that it is compliant with the requirements of Idaho State Statutes.

2-37-24-1-WTR-2026-24
2025-068

AGREEMENT
Water Tower Demolition
PROJECT NO. 2-37-24-1-WTR-2026-24

THIS AGREEMENT is by and between the City of Idaho Falls ("Owner") and ASCENDENT LLC ("Contractor"). Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: This project shall consist of the Contractor furnishing all of the tools, labor, equipment, and materials necessary to deconstruct, demolish, and remove a 0.5 million gallon (MG), multi legged elevated water tank (the "Water Tower") that is approximately 185 feet tall, and any additional items specifically defined in the Bid Documents (the "Demolition Work"). The Water Tower is located within the campus of Idaho Falls Power. The Demolition Work shall include salvage of specified materials, total demolition of the tank and associated fixtures, protection of existing facitilies on the site, proper disposal including hazardous waste disposal of lead-coated tank parts, surface restoration of pavement and other finished surfacing and above-ground features that become disturbed during the project.

ARTICLE 2 – THE PROJECT

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

ARTICLE 3 – ENGINEER

3.01 The Idaho Falls City Engineer has the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 – CONTRACT TIMES

4.01. Time of the Essence

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

Documents are of the essence of the Contract. Failure to meet Milestones or other timed performance obligations shall be considered a Material Breach.

4.02. Days to Achieve Milestones, Substantial Completion, and Final Payment

A. The Work will be substantially completed within 45 calendar days after the date when the Contract Times commence to run as provided in Paragraph SC-4.01 of the Supplementary Conditions and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within Contract time plus 15 calendar days after the date when Contract Times commence to run.

B. Milestone(s) if any, will be completed by the date(s) defined in the Special Provisions.

4.03. Liquidated Damages

A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial loss if the Work is not completed within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay Owner $1,000.00 for each day that expires after the time specified in Paragraph 4.02 above for Substantial Completion until the Work is substantially complete. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by Owner, Contractor shall pay Owner $500.00 for each day that expires after the time specified in Paragraph 4.02 above for completion and readiness for final payment until the Work is completed and ready for final payment.

ARTICLE 5 – CONTRACT PRICE

5.01. Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds as follows:

A. For all Work (including Unit Price Work), at the prices stated in

Contractor's Bid, attached hereto as an exhibit.

ARTICLE 6 – PAYMENT PROCEDURES

6.01. Submittal and Processing of Payments

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

6.02. Progress Payments; Retainage

A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the 25th day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below. All such payments will be measured by the schedule of values established as provided in Paragraph 2.05.A of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Engineer may determine or Owner may withhold, including but not limited to liquidated damages, in accordance with Paragraph 15.01 of the General Conditions.

a. Ninety-five percent of Work completed (with the balance being retainage).

b. Ninety-five percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to ninety-nine percent of the Work completed, less such amounts as Engineer shall determine in accordance with Paragraph 15.01.C.5 of the General Conditions and less two hundred percent of Engineer's estimate of the value of work to be completed or corrected as shown on the tentative list of items to be completed or corrected attached to the certificate of Substantial Completion. If, at substantial completion, the character and progress of the work has been satisfactory, the OWNER may, at the OWNER'S sole discretion, reduce the amount of retainage being held.

6.03. Final Payment

A. Upon final completion and acceptance of the Work in accordance with Paragraph 15.06 of the General Conditions, Owner shall pay the remainder of the Contract Price, less one percent retainage, as recommended by Engineer as provided in said Paragraph 15.06.

B. Upon receipt of final tax release from the Idaho State Tax Commission, Owner shall pay the remaining one percent of the Contract Price.

ARTICLE 7 – INTEREST

7.01. All moneys not paid when due as provided in Article 15 of the General Conditions shall bear interest at the rate of 12 percent per annum.

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

8.01. In order to induce Owner to enter into this Agreement, Contractor makes the following representations:

A. Contractor has examined and carefully studied the Contract Documents, and the other related data identified in the Bidding Documents.

B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Contractor has carefully studied all: (1) reports of explorations and test of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities), if any, that have been identified in Paragraph SC-5.03 of the Supplementary Conditions, and (2) reports and drawings of Hazardous Environmental Conditions, if any, at the Site that have been identified in Paragraph SC-5.06 of the Supplementary Conditions.

E. Contractor has considered the information known to Contractor; information commonly known to contractors doing business in the

locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Contract Documents; and (3) Contractor's safety precautions and programs.

F. Based on the information and observations referred to in Paragraph 8.01.E above, Contractor does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.

G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.

H. Contractor has given Engineer Written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.

I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

J. The Contractor is an appropriately licensed public works contractor per Section 54-1902 (Idaho Code).

K. Contractor shall comply with all Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.

ARTICLE 9 – CONTRACT DOCUMENTS

9.01. Contents

A. The Contract Documents consist of the following:

1. This Agreement (pages 1 to 10, inclusive).
2. Performance bond (pages 1 to 3, inclusive).
3. Payment bond (pages 1 to 3, inclusive).
4. Other bonds (pages ___ to ___, inclusive).
    a. _____ (___ to ___, inclusive).
    b. _____ (___ to ___, inclusive).
    c. _____ (___ to ___, inclusive).
5. General Conditions – Division 100 of the Idaho Standards for Public Works Construction.
6. Supplementary Conditions (pages 1 to 10, inclusive).
7. Special Provisions (pages 1 to 5, inclusive).
8. Standard Specifications and Standard Drawings – City of Idaho Falls Standard Drawings and Specifications (including by reference the Idaho Standards for Public Works Construction).
9. Technical Specifications and Drawings consisting of 96 sheets with each sheet bearing the following general title: Elevated Tank Demolition
10. Addenda (numbers ___ to ___, inclusive).
11. The following which may be delivered or issued on or after the Effective Date of the Agreement:
    a. Notice to Proceed (pages ___ to ___, inclusive).
    b. Work Change Directives.
    c. Change Orders.

B. The documents listed in Paragraph 9.01.A above are not attached to this Agreement (except as expressly noted otherwise above).

C. There are no Contract Documents other than those listed above in this Article 9.

D. The Contract Documents may only be amended, modified, or supplemented as provided in the Contract.

ARTICLE 10 – MISCELLANEOUS

10.01. Terms

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

10.02. Assignment of Contract

A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03. Successors and Assigns

A. Owner and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04. Severability

A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents may be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05. Non-Discrimination

A. In addition to the federal Title VI requirements elsewhere in the Contract Documents, Contractor shall comply with the provisions of Title 5, Chapter 11, City of Idaho Falls City Code. Contractor shall not discriminate against any employee or applicant for employment

on the basis of race, color, religion, creed, political ideals, sex, age, marital status, physical or mental handicap, gender identity/expression, sexual orientation, or national origin.

10.06. Contractor's Certifications

A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.06:

1. "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;

2. "Fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

3. "Collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and

4. "Coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

B. Anti-Boycott Against Israel Act

1. Pursuant to Idaho Code § 67-2346, if payments under this Agreement exceed one hundred thousand dollars ($100,000) and Contractor employs ten or more persons, Contractor 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.

C. Anti-Boycott of Certain Sectors

1. Pursuant to Idaho Code § 67-2347A, if payments under this Agreement exceed one hundred thousand dollars ($100,000) and

the Contractor employs ten (10) or more persons, the Contractor certifies that it is not currently engaged in and will not for the duration of this 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-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.

D. Certification of No Chinese Ownership

1. Pursuant to Idaho Code § 67-2359, the Contractor will be required to certify that it is not currently owned or operated by the government of the People's Republic of China and will not, for the duration of this Project, be owned or operated by the government of the People's Republic of China.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement. Counterparts have been delivered to Owner and Contractor. All portions of the Contract Documents have been signed or have been identified by Owner and Contractor or on their behalf.

This Agreement will be effective on _____ (which is the effective Date of the Agreement).

OWNER:	CONTRACTOR:
City of Idaho Falls	Ascendent LLC
By: _____	By: Heather A Estes
Title: Mayor	Title: Member
	(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)
(seal)	(seal)
Attest: _____	Attest: Deanna Peters
Title: City Clerk	Title: Sr. Project Administrator
Address for giving notices:	Address for giving notices:
PO Box 50220	219 12th St SE
Idaho Falls, ID 83405	Puyallup, WA 98372
	Idaho Public Works Contractors License No.: 3871950
	Federal EIN Number No.: 91-2137255

PERFORMANCE BOND
Idaho Falls Water Tank Demolition
PROJECT NO. 2-37-24-1-WTR-2026-24

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONTRACTOR *(Name and Address)*:
Ascendent, LLC
219 12th Street SE
Puyallup, WA 98372

SURETY *(Name and Address of Principal Place of Business)*
United Fire & Casualty Company
PO Box 73909
Cedar Rapids, IA 52407-3909

OWNER *(Name and Address)*:
City of Idaho Falls
PO Box 50220
Idaho Falls, ID 83405

CONTRACT
Effective Date of Agreement: November 13, 2025
Amount *(Figures)*: $629,085.00
Description *(Name and Locations)*: Idaho Falls Water Tank Demolition
Idaho Falls, ID
Project No. 2-37-24-1-WTR-2026-24

BOND
Bond Number: 54269284
Date *(Not earlier than Effective Date of Agreement)*: November 13, 2025
Amount: $629,085.00
Modifications to this Bond Form: NONE

Surety and Contractor, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Performance Bond to be duly executed by an authorized officer, agent or representative.

CONTRACTOR AS PRINCIPAL

Ascendent, LLC
Contractor's Name and Corporate Seal

By: Heather Estes
Signature

Heather Estes
Print Name

Member
Title

Attest: Signature

Witness
Title

SURETY

United Fire & Casualty Company
Surety's Name and Corporate Seal

By:
Signature (Attach Power of Attorney)

Roger Kaltenbach
Print Name:

Attorney-in-Fact
Title

Attest: Signature

Witness
Title

Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to Owner for the performance of the Contract, which is incorporated herein by reference.

1. If Contractor performs the Contract, Surety and Contractor have no obligation under this Bond, except to participate in conferences as provided in Paragraph 2.1.

2. If there is no Owner default, Surety's obligation under this Bond shall arise after:

   2.1 Owner has notified Contractor and Surety, at the addresses described in Paragraph 9 below, that Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with Contractor and Surety to be held not later than 15 days after receipt of such notice to discuss methods of performing the Contract. If Owner, Contractor, and Surety agree, Contractor shall be allowed a reasonable time to perform the Contract, but such an agreement shall not waive Owner's right, if any, subsequently to declare a Contractor Default; and

   2.2 Owner has declared a Contractor default and formally terminated Contractor's right to complete the Contract. Such Contractor Default shall not be declared earlier than 20 days after Contractor and Surety have received notice as provided in Paragraph 2.1; and

   2.3 Owner has agreed to pay the balance of the Contract Price:

      1. Surety in accordance with the terms of the Contract; or

      2. Another contractor selected pursuant to Paragraph 3.3 to perform the Contract.

3. When Owner has satisfied the conditions of Paragraph 2, Surety shall promptly, and Surety's expense, take one of the following actions:

   3.1 Arrange for Contractor, with consent of Owner, to perform and complete the Contract; or

   3.2 Undertake to perform and complete the Contract itself, through its agents or through independent contractors; or

   3.3 Obtain bids or negotiated proposals from qualified contractors acceptable to Owner for a contract for performance and completion of the Contract, arrange for a contract to be prepared for execution by Owner and contractor selected with Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Contract, and pay to Owner the amount of damages as described in Paragraph 5 in excess of the balance of the Contract Price incurred by Owner resulting from Contractor Default; or

   3.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:

      1. After investigation, determine the amount for which it may be liable to Owner and as soon as practicable after the amount is determined, tender payment therefor to Owner: or

      2. Deny liability in whole or in part and notify Owner citing reasons therefor.

4. If Surety does not proceed as provided in Paragraph 3 with reasonable promptness, Surety shall be deemed to be in default on this Bond 15 days after receipt of an additional written notice from Owner to Surety demanding that Surety perform its obligations under this Bond, and Owner shall be entitled to enforce any remedy available to Owner. If Surety proceeds as provided in Paragraph 3.4, and Owner refuses the payment tendered or Surety has denied liability, in whole or in part, without further notice Owner shall be entitled to enforce any remedy available to Owner.

5. After Owner has terminated Contractor's right to complete the Contract, and if Surety elects to act under Paragraph 3.1, 3.2, or 3.3 above, then the responsibilities of Surety to Owner shall not be greater than those of Contractor under the Contract, and responsibilities of Owner to Surety shall not be greater than those of Owner under the Contract. To the limit of the amount of this Bond, but subject to commitment by Owner of the Balance of the Contract Price to mitigation of costs and damages on the Contract, Surety is obligated without duplication for:

   5.1 The responsibilities of Contractor for correction of defective Work and completion of the Contract;

   5.2 Additional legal, design professional, and delay costs resulting from Contractor's Default, and resulting from the actions of or failure to act of Surety under Paragraph 3; and

   5.3 Liquidated damages, or if no liquidated damages are specified in the Contract, actual damages caused by delayed performance or non-performance of Contractor.

6. Surety shall not be liable to Owner or others for obligations of Contractor that are unrelated to the Contract, and the balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than Owner or its heirs, executors, administrators, or successors.

7. Surety hereby waives notice of any change, including changes of time, to Contract or to related subcontracts, purchase orders, and other obligations.

8. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the Work or part of the Work is located, and shall be instituted within two years after Contractor default or within two years after Contractor ceased working or within two years after Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as defense in the jurisdiction of the suit shall be applicable.

9. Notice to Surety, Owner, or Contractor shall be mailed or delivered to the address shown on the signature page.

10. When this Bond has been furnished to comply with a statutory requirement in the location where the Contact was to be performed, any provision in this Bond conflicting with said statutory requirement shall be deemed deleted herefrom and provisions conforming to such statutory requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

11. Definitions.

   11.1 Balance of the Contract Price: the total amount payable by owner to Contractor under the Contract after all proper adjustments have been made, including allowance to Contractor of any amounts received or to be received by Owner in settlement of insurance or other Claims for damages to which Contractor is entitled, reduced by all valid and proper payments made to or on behalf of Contractor under the Contract.

   11.2 Contract: The agreement between Owner and Contractor identified on the signature page, including all Contract Documents and changes thereto.

   11.3 Contactor Default: Failure of Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Contract.

   11.4 Owner Default: Failure of Owner, which has neither been remedied nor waived, to pay Contractor as required by the Contract or to perform and compete or otherwise comply with the other terms thereof.

PAYMENT BOND
Idaho Falls Water Tank Demolition
PROJECT NO. 2-37-24-1-WTR-2026-24

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONTRACTOR *(Name and Address)*:
Ascendent, LLC
219 12th Street SE
Puyallup, WA 98372

SURETY *(Name and Address of Principal Place of Business)*
United Fire & Casualty Company
PO Box 73909
Cedar Rapids, IA 52407-3909

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Idaho Falls, ID
Project No. 2-37-24-1-WTR-2026-24

BOND
Bond Number: 54269284
Date *(Not earlier than Effective Date of Agreement)*: November 13, 2025
Amount: $629,085.00
Modifications to this Bond Form: NONE

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Payment Bond to be duly executed by an authorized officer, agent or representative.

CONTRACTOR AS PRINCIPAL

Ascendent, LLC
Contractor's Name and Corporate Seal

By: Heather M Estes
Signature

Heather Estes
Print Name

Member
Title

Attest: Deanna Peters
Signature

Witness
Title

SURETY

United Fire & Casualty Company
Surety's Name and Corporate Seal

UNITED FIRE & CASUALTY COMPANY
CORPORATE SEAL
January 2, 1946
CEDAR RAPIDS IOWA

By:
Signature (Attach Power of Attorney)

Roger Kaltenbach
Print Name:

Attorney-in-Fact
Title

Attest: Nicholas Grudzien
Signature

Witness
Title

1. Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to Owner to pay for labor, materials, and equipment furnished by Claimants for use in the performance of the Contract, which is incorporated herein by reference.

2. With respect to Owner, this obligation shall be null and void if Contractor:

   Promptly makes payment, directly or indirectly, for all sums due Claimants, and

   Defends, indemnifies, and holds harmless Owner from all claims, demands, liens, or suits alleging nonpayment by Contractor by any person or entity who furnished labor, materials, or equipment for use in the performance of the Contract, provided Owner has promptly notified Contractor and Surety (at the addresses described in Paragraph 12) of any Claims, demands, liens or suits and tendered defense of such claims, demands, liens or suits to Contractor and Surety, and provided there is no Owner Default.

3. With respect to Claimants, this obligation shall be null and void if Contractor promptly makes payment, directly or indirectly, for all sums due.

4. Surety Shall have no obligation to Claimants under this Bond until:

   Claimants who are employed by or have a direct contract with Contractor have given notice to Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to Owner, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.

   Claimants who do not have a direct contract with Contractor:

   1. Have furnished written notice to Contractor and sent a copy, or notice thereof, to Owner, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials or equipment were furnished or supplied, or for whom the labor was done or performed; and

   2. Have either received a rejection in whole or in part from Contractor, or not received within 30 days of furnishing the above notice any communication from Contractor by which Contractor had indicated the claim will be paid directly or indirectly; and

   3. Not having been paid within the above 30 days, have sent a written notice to Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to Owner, stating that a claim is being made under this bond and enclosing a copy of the previous written notice furnished to Contractor.

5. If a notice by a Claimant required by Paragraph 4 is provided by Owner to Contractor or to Surety that is sufficient compliance.

6. When a Claimant has satisfied the conditions of Paragraph 4, the Surety shall promptly and at Surety's expense take the following actions:

   Send an answer to that Claimant, with a copy to Owner, within 45 days after receipt of the claim, stating the amounts that are undisputed and basis for challenging any amounts that are disputed.

   Pay or arrange for payment of any undisputed amounts.

7. Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by Surety.

8. Amounts owed by Owner to Contractor under the Contract shall be used for the performance of the Contract and to satisfy claims, if any, under any performance bond. By Contractor furnishing and Owner accepting this Bond, they agree that all funds earned by Contractor in the performance of the Contract are dedicated to satisfy obligations of Contractor and Surety under this Bond, subject to Owner's priority to use the funds for the completion of the Work.

9. Surety shall not be liable to Owner, Claimants, or others for obligations of Contractor that are unrelated to the Contract. Owner shall not be liable for payment of any costs or expenses of

any Claimant under this bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.

10. Surety hereby waives notice of any change, including changes of time, to the Contract or to related subcontracts, purchase orders, and other obligations.

11. No suit or action shall be commenced by a Claimant under this bond other than in a court of competent jurisdiction in the location in which the Work or part of the Work is located or after the expiration of one year from the date (1) on which the claimant gave the notice required by Paragraph 4.1 or Paragraph 4.2.3, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

12. Notice to Surety, Owner or Contractor shall be mailed or delivered to the addresses shown on the signature page. Actual receipt of notice by Surety, Owner, or Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.

13. When this Bond has been furnished to comply with a statutory requirement in the location where the Contract was to be performed, any provisions in this Bond conflicting with said statutory requirement shall be deemed deleted herefrom and provisions conforming to such statutory requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory Bond and not as a common law bond.

14. Upon request of any person or entity appearing to be a potential beneficiary of this Bond, Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.

15. Definitions

    Claimant: An individual or entity having a direct contract with Contractor, or with a first-tier subcontractor of Contractor, to furnish labor, materials, or equipment for use in the performance of the Contract. The intent of the Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Contract, architectural and engineering services required for performance of the Work of Contractor and Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.

    Contract: The agreement between Owner and Contractor identified on the signature page, including all Contract Documents and changes thereto.

    Owner Default: Failure of Owner, which has neither been remedied nor waived, to pay Contractor as required by the Contract, or to perform and complete or otherwise comply with the other terms thereof.

Memorandum

File #: 25-478 **City Council Meeting**

FROM: Stephen Boorman, Interim General Manager
DATE: Monday, December 1, 2025
DEPARTMENT: Idaho Falls Power

Subject
IFP 26-01 City Plant Runner Hub Rebuild

Council Action Desired
☐ Ordinance ☐ Resolution ☐ Public Hearing
☒ Other Action (Approval, Authorization, Ratification, etc.)
Approve this agreement with Riverside Inc. for the City Plant's runner hub rebuild at a not-to-exceed amount of $902,000.00 and give authorization to the Mayor and City Clerk to execute the necessary documents (or take other action deemed appropriate).

Description, Background Information & Purpose
Idaho Falls Power (IFP) solicited bids from qualified contractors to rebuild the City Plant's runner hub, which includes removal, disassembly and reassembly of the runner and runner hub. The bid includes all equipment, materials and labor. The total amount includes a 10% contingency ($820,000 plus $82,000). The engineer's estimate is $850,000.00. IFP received 2 bids, with Riverside Inc. being the lowest responsive, responsible bidder.

Alignment with City & Department Planning Objectives



☐ ☐ ☐ ☐ ☐ ☐ ☐ ☒

This action supports our readiness for reliable public infrastructure by maintaining and improving aging infrastructure to ensure long-term reliability. This action also supports the reliability element of IFP's Strategic Plan.

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

Fiscal Impact
This work is a planned expense in the 2025/26 CIP budget.

Legal Review
The City Legal Department has reviewed and approved this action.

Idaho Falls Power

Bid Tabulation

Project: City Plant Runner Hub Rebuild IFP 26-01

Submitted: Nikki Braford Administrative Assistant

		Bidder		Bidder	
	Description	BCI Construction USA		Riverside Inc.	
	Public Works License Yes/No	Yes		Yes	
	Bid Bond included	Yes		Yes, Copy	
	Subcontractors named	Yes		Yes	
	Acknowledgement of Addendums 1 and 2 Yes/No	Yes		Yes	
	Total:		$1,790,218.00		$820,000.00

AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

This Agreement is by and between the City of Idaho Falls ("Owner") and ("Contractor").

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

Owner and Contractor hereby agree as follows:

ARTICLE 1—WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: Base Bid: The rebuild of the City Plant Runner Hub Rebuild

ARTICLE 2—THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: Base Bid: The rebuild of the City Plant Runner Hub Rebuild.

ARTICLE 3—ENGINEER

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

ARTICLE 4—CONTRACT TIMES

4.01 *Time is of the Essence*

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

4.02 *Contract Times: Days*

A. The Work will be substantially complete within number days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within 30 days after the date when the Contract Times commence to run.

4.03 The project shall proceed from the date of the Notice to Proceed. The procurement of materials is to precede the dewater of the Upper Plant and disassembly.

4.05 *Liquidated Damages*

A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the Contract Times, as duly modified. The parties also

recognize the delays, expense, and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

1. *Substantial Completion:* Contractor shall pay Owner **$5,000.00** for each day of fifteen days or more that expires after the contract time (as duly adjusted pursuant to the Contract) specified above for Substantial Completion, until the Work is substantially complete.

B. If Owner recovers liquidated damages for a delay in completion by Contractor, then such liquidated damages are Owner's sole and exclusive remedy for such delay, and Owner is precluded from recovering any other damages, whether actual, direct, excess, or consequential, for such delay, except for special damages (if any) specified in this Agreement.

C. *Bonus:* Contractor and Owner further recognize the Owner will realize financial and other benefits if the Work is completed prior to the time specified for Substantial Completion. Accordingly, Owner and Contractor agree that as a bonus for early completion, Owner shall pay Contractor **$5,000.00** for each day fifteen days or more prior to the contract time specified for Substantial Completion, (as duly adjusted pursuant to the Contract) that the Work is substantially complete.

4.06 *Special Damages*

A. Contractor shall reimburse Owner (1) for any fines or penalties imposed on Owner as a direct result of the Contractor's failure to attain Substantial Completion according to the Contract Times, and (2) for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Substantial Completion (as duly adjusted pursuant to the Contract), until the Work is substantially complete, to the extent such costs exceed the expected costs in the event Contractor had achieved Substantial Completion by the time specified in Paragraph 4.02, as adjusted.

B. After Contractor achieves Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times, Contractor shall reimburse Owner for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Work to be completed and ready for final payment (as duly adjusted pursuant to the Contract), until the Work is completed and ready for final payment.

C. The special damages imposed in this paragraph are supplemental to any liquidated damages for delayed completion established in this Agreement.

4.07 Waiver of Consequential Damages

A. Contractor shall not be liable, whether in contract or in tort, or under any other legal theory, for loss of use, revenue, or profit, or for cost capital or of substitute use or performance or for any other incidental, indirect, special, or consequential damages, unless expressly allowed in sections 4.05 & 4.06 of the Agreement.

ARTICLE 5—CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents, the amounts that follow, subject to adjustment under the Contract:

A. For all Work other than Unit Price Work, a lump sum of **$**

All specific cash allowances are included in the above price in accordance with Paragraph 13.02 of the General Conditions.

B. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

ARTICLE 6—PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

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

B. Invoices shall not be paid prior to:

6.02 *Progress Payments; Retainage*

A. Owner shall make progress payments on the basis of Contractor's Applications for Payment on or about the 15th day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract.

a. **90** percent of the value of the Work completed (with the balance being retainage).

1) If 50 percent or more of the Work has been completed, as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and

b. **90** percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to **100** percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less **200** percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

6.03 *Final Payment*

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

6.04 *Consent of Surety*

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

ARTICLE 7—CONTRACT DOCUMENTS

7.01 *Contents*

A. The Contract Documents consist of all of the following:

1. This Agreement.
2. Bonds:
    a. Performance bond (together with power of attorney).
    b. Payment bond (together with power of attorney).
3. General Conditions.
4. Supplementary Conditions.
5. Specifications as listed in the table of contents of the project manual (copy of list attached).
6. Additional Information and Drawings listed on the attached sheet index.
7. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
    a. Notice to Proceed.
    b. Work Change Directives.
    c. Change Orders.
    d. Field Orders.

B. The Contract Documents listed in Paragraph 7.01.A are attached to this Agreement (except as expressly noted otherwise above).

C. There are no Contract Documents other than those listed above in this Article 7.

D. The Contract Documents may only be amended, modified, or supplemented as provided in the Contract.

ARTICLE 8—REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS

8.01 *Contractor's Representations*

A. In order to induce Owner to enter into this Contract, Contractor makes the following representations:

1. Contractor has examined and carefully studied the Contract Documents, including Addenda.
2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
3. Contractor is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
4. Contractor has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
5. Contractor has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
6. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (c) Contractor's safety precautions and programs.
7. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
8. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
9. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
10. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.
12. The Contractor is an appropriately licensed public works contractor per Idaho Code Section 54-1902.

13. Contractor shall comply with all Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither Owner nor Engineer shall be responsible for monitoring the Contractor's compliance with any Laws or Regulations.

8.02 *Contractor's Certifications*

A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 8.02:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and

4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

8.03 *Standard General Conditions*

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

ARTICLE 9—MISCELLANEOUS PROVISIONS

9.01 *Non-Discrimination*

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

B. Nothing in this section shall require CONTRACTOR to go beyond the reasonable accommodation requirements of the Americans with Disabilities Act in regard to accommodating any employee or applicant for employment.

9.02 *Anti-Boycott Against Isreal Act*

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

9.03 *Certification of No Chinese Ownership*

A. Certification of No Chinese Ownership. Pursuant to Idaho Code § 67-2359, Contractor certifies that Contractor is not currently owned or operated by the government of the People's Republic of China and will not, for the duration of this Agreement, be owned or operated by the government of the People's Republic China. territories under its control. The terms in this Paragraph that are defined in Idaho Code § 67-2346 shall have the meaning defined therein.

9.04 *Anti-Boycott of Certain Sectors*

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

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

This Agreement will be effective as noted in the Notice to Proceed.

1.

Owner: City of Idaho Falls

(typed or printed name of organization)

By: _____
(individual's signature)

Date: _____
(date signed)

Name: Lisa Burtenshaw
(typed or printed)

Title: Mayor Pro Tem
(typed or printed)

Attest: _____
(individual's signature)

Title: _____
(typed or printed)

Address for giving notices:

P.O. Box 50220

140 S. Capital

Idaho Falls, ID 83405

Designated Representative:

Name: Jason Cooper, PE
(typed or printed)

Title: Generation Superintendent - CDSE
(typed or printed)

Address:

P.O. Box 50220

140 S. Capital

Idaho Falls, ID 83405

Phone: 208-612-8573

Email: jcooper@ifpower.org

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

Contractor:

Riverside Equipment Services LLC
(typed or printed name of organization)

By: _____
(individual's signature)

Date: 12/11/25
(date signed)

Name: Terry Daugherty
(typed or printed)

Title: General Manager
(typed or printed)

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

Attest: _____
(individual's signature)

Title: CFO
(typed or printed)

Address for giving notices:

P.O. Box 720 Parma
Id. 83660

Designated Representative:

Name: Kevin Higuera
(typed or printed)

Title: Hydro Manager
(typed or printed)

Address:

P.O. Box 720 Parma
Idaho 83660

Phone: 208-412-9841

Email: Kevin@rsicorp.net

License No.: PWC-C-11115
(where applicable)

State: Idaho PWC

Memorandum

File #: 25-490 **City Council Meeting**

FROM: Ian Turner, Airport Director
DATE: Thursday, December 11, 2025
DEPARTMENT: Airport

Subject
Work Order 25-03 for Design of Terminal Apron and Cargo Apron Rehabilitation

Council Action Desired
☐ Ordinance ☐ Resolution ☐ Public Hearing
☒ Other Action (Approval, Authorization, Ratification, etc.)
Approve Ardurra Inc.'s work order 25-03 to design the rehabilitation of Terminal Apron and Cargo Apron for $501,989 (or take other action deemed appropriate).

Description, Background Information & Purpose
Ardurra Inc. was selected for airport engineering services in July of 2025. The selection included work related to airport aprons and stormwater development. Under this agreement, airport staff worked with the consultant and the Federal Aviation Administration to draft a scope of work to design the rehabilitation of the terminal apron and cargo apron on the north side of the terminal building. The fee for this work is $501,989. An independent fee estimate was performed, and the Federal Aviation Administration has provided its concurrence with this fee. This project is intended to be reimbursed by a future Airport Improvement Program grant from the Federal Aviation Administration.

Alignment with City & Department Planning Objectives



☐ ☐ ☐ ☐ ☐ ☐ ☐ ☒

This project supports the reliable public infrastructure and transportation community-oriented result by improving the terminal apron.

Interdepartmental Coordination
The Public Works, Legal, and Municipal Services Departments participated in the selection of Ardurra Inc. as the airport engineering firm.

Fiscal Impact
Funds are available in the current Airport Operating Budget and the Federal Aviation Administration has confirmed that this project is programmed to receive grant funds in this fiscal year.

Legal Review

The Legal Department has reviewed the proposed action and concurs that it complies with State Statute.

powered by Legistar™

WORK ORDER 25-03
IDAHO FALLS REGIONAL AIRPORT (IDA)
IDAHO FALLS, IDAHO
AIP 3-16-0018-TBD-2026
REHABILITATE TERMINAL APRON & CARGO APRON (FINAL DESIGN & BIDDING)

This Work Order shall be attached to, made a part of, and incorporated by reference into a Master Professional Services Agreement between City of Idaho Falls and Ardurra Group, Inc., dated July 2025.

SCOPE OF WORK

The Scope of Work for this effort is attached as Exhibit A. This document describes the anticipated work effort and schedule in detail.

FEES

Fees for services provided under this Work Order will be determined and billed as follows:

• Task 1-8 (Lump Sum)	$501,989.00
Total:	**$501,989.00**

Fees for the phases of work will be calculated with the methods listed above, as defined in the Agreement. Fees have been calculated using Consultant's current Fee Schedule. A detailed Fee Proposal, dated August 2025, is attached as Exhibit B.

IN WITNESS WHEREOF, Client and Consultant have made and executed this WORK ORDER 25-03 to the AGREEMENT the day and year first above written.

FOR: CITY OF IDAHO FALLS

_____

By: _____

Title: _____

Date: _____

FOR: ARDURRA GROUP, INC.

_____

By: Nathan Cuvala, P.E.

Title: Project Manager

Date: 9/5/25

EXHIBIT A – SCOPE OF WORK

EXHIBIT A – SCOPE OF WORK
IDAHO FALLS REGIONAL AIRPORT (IDA)
IDAHO FALLS, IDAHO
AIP 3-16-0018-TBD-2025
TERMINAL APRON AND NORTH APRON (FINAL DESIGN & BIDDING)

INTRODUCTION:

The Idaho Falls Regional Airport (IDA, Airport, or Owner) is located in and owned by the City of Idaho Falls, Idaho. The Airport serves Eastern Idaho, Southern Montana, and Western Wyoming. The Airport also serves as an access point to multiple tourist destinations including Yellowstone National Park, Grand Teton National Park, Jackson Hole, Wyoming, and Sun Valley, Idaho.

This project includes the following elements:

- Rehabilitate Terminal apron and North apron
- Relocate Deicing Pad
- Upgrade existing storm drainage facilities on the airport

Over the last several years, the Airport has expanded air service with the addition of multiple airlines and an increase in new destinations along with additional service by larger aircraft. As part of the previous terminal expansion project, the airport expanded from three (3) gates to six (6) gates. The concrete pavement portion of the existing terminal apron is not able to accommodate parking positions for all gates and several aircraft are currently parking on asphalt pavement which is showing signs of rutting and shoving. In addition, the terminal apron concrete was constructed 20 years ago and is in need of rehabilitation and the existing deicing pad is no longer able to be used due to its proximity to the aircraft parking positions. This project will include the rehabilitation of the terminal apron, expansion of the concrete pavement for aircraft parking including gate parking and additional remain overnight (RON) parking positions, and relocation of the aircraft deicing pad. The apron adjacent to the terminal apron to the north is also in need of rehabilitation. In addition to providing RON parking, the apron will also be evaluated to accommodate additional air cargo service.

The runway, taxiway and apron storm drainage on the north end of the airport all flow into a series of inlets that ultimately connect south of the terminal apron in one inlet and that then flows through terminal parking lots. All of the drainage for the terminal area connects to this system of pipes which ultimately crosses under Runway 17-35 to an undeveloped infiltration basin on the east side of the airport. The point where these apron and runway/taxiway systems connect routinely backs up and floods the apron. Analysis of the existing storm drainage below the apron connection point had not been conducted in the past. This has not been required as post development flows have not exceeded predevelopment flows and adequate data for the entire storm drainage system has not been available until now. During previous construction projects, elements of a partially abandoned storm drainage system have been

discovered across the airfield. The location of the pipes and abandoned inlets correspond to an airport drainage map from the 1940s. It is believed the pipe and inlets from the convergence point of the runway, taxiway, and apron storm drains are the original system from the 1940s. As part of the previous Work Order 22-01, Ardurra inventoried the entire storm drainage system on the north end of the airport and found numerous issues that will need to be addressed as part of this project.

Ardurra also completed survey, geotechnical investigations, and preliminary pavement designs for the apron area as part of Work Order 22-01. This information will be used to complete the design of the project. Environmental clearance for the majority of project elements was provided as part of a Categorical Exclusion (CATEX) approved by the FAA in October of 2021. Environmental review will be required for the new deice pad and stormwater improvements.

SCOPE OF PROFESSIONAL SERVICES:

The following outlines the Scope of Work and services to be provided as part of this planning study. The following sections provide a narrative description of the effort and tasks associated with each task:

- Administration
- Planning and Formulation
- 50% Design
- 75% Design
- 95% Design
- Final Design
- FAA Grant Administration

Work associated with the above tasks is eligible for reimbursement from FAA/AIP grant funds following the execution of the Grant.

CONTRACTS AND BIDDING:

There will be one set of bidding and construction documents produced for the apron rehabilitation project. The bidding and construction documents will be structured to allow flexibility in award, depending on available funding. This includes separating bid schedules, designating add alternates, and separating the phasing of the construction to allow flexibility in award. This agreement does not include any services related to repackaging or re-bidding work elements at a later date. If such services are necessary, they will be added by amendment or considered an additional service to this agreement.

AVAILABLE INFORMATION:

- IDA Terminal Expansion plans from 1978, 2001, 2012, 2018 and 2020 prepared by various consultants.
- Design, construction and as-constructed drawings, survey data and geotechnical information from AIP 3-16-0018-028, 029, 036, 039, 040, 043, 044, 045, 046, 047, 050, 051, 058, 059, 060, and 061 projects, prepared by T-O Engineers (now Ardurra).
- Master Plan and Airport Layout Plan (ALP) drawings prepared by Ardurra, 2025.

SCOPE OF PROFESSIONAL SERVICES

TASK 1 - ADMINISTRATION

During the Project the following general administrative services shall be provided.

1.1 Coordinate with Owner to evaluate scope, budget and approach to the project.

1.2 Prepare a Work Order specifically addressing this project. The Work Order shall include a detailed Scope of Professional Services narrative. Review the Scope with the Owner and FAA and modify as necessary, based on comments received. The Work Order shall also include a detailed cost proposal based on estimates of professional service personnel hours, hourly rates and lump sum costs required to accomplish the work.

1.3 Provide Scope of Work and blank cost proposal spreadsheet to Owner for use in obtaining an Independent Fee Estimate for review. One teleconference is anticipated to describe and discuss the project scope. Assist the Owner in preparing the Record of Negotiation to obtain FAA approval of the project fees.

1.4 Administer subconsultant contracts and coordinate delivery of work products. It is anticipated that subconsultant services will be required in the following fields:

1.4.1 Survey: The services of a surveying subconsultant will be required to collect topographic data to further investigate the alternatives to upgrading the drainage system at the airport. Additional existing topographic information will be required for the pavement, existing ground, drainage and utilities. Anticipated areas requiring survey include potential areas on airport property that could serve as additional storm drainage detention ponds.

1.4.2 Geotechnical: The services of geotechnical subconsultant will be required to conduct rock exploration and infiltration testing in the proposed stormwater basin locations.

1.5 Advise and coordinate with the Owner and FAA throughout Task 1.

1.6 Project management and administration to include monthly cost accounting and budget analysis, invoicing and monitoring of project progress. Project duration is expected to be 7 months.

TASK 2- PLANNING AND FORMULATION

Planning and Formulation Phase Services include tasks necessary to initiate design of the project and ensure cost effective and practical solutions for identified airport improvements. This phase includes data collection, review of available information, design approach formulation and coordination with the OWNER and FAA. These tasks include the following:

2.1 Prepare for and participate in a pre-design conference with FAA personnel and the Owner. This conference shall be conducted according to current guidance from the FAA Northwest Mountain

Region. The conference will take place via conference call. After the meeting, prepare notes to document what was discussed.

2.2 Environmental Coordination: The rehabilitation of the aprons was Categorically Excluded via a documented Categorical Exclusion (CATEX) checklist that was approved in 2021. Preliminary design of the project progressed through 2025. Several issues were identified including the need to relocate the existing deice pad and construct new apron pavement north of the existing terminal apron along with the need to improve the storm drainage infrastructure including upsizing existing pipes and adding an additional storm drainage infiltration basin. These elements were not included in the 2021 CATEX checklist. It is assumed these elements can be categorically excluded from further environmental study with preparation of a new CATEX checklist.

2.2.1 Coordinate with airport to develop project details and purpose and need statement. Prepare exhibits showing project elements and limits.

2.2.2 Prepare a draft CATEX addressing the resource categories specified by FAA Orders 1050.1G and 5050.4B including figures and appendices.

2.2.3 Submit draft CATEX to Owner and FAA for review and comment. Address comments and finalize CATEX document.

2.3 Prepare draft project schedule showing milestones for specific project tasks for review by OWNER and FAA.

2.4 Determine additional survey information required to design the project and prepare a scope of survey services. After data has been collected, Engineer shall analyze the data and update base drawings and digital terrain models for use in the analysis and design. Base drawings shall include all topographic information plus known underground utilities, structures, etc.

TASK 3– 50% DESIGN

Engineer will prepare 50% design project plans and specifications for the OWNER and FAA review. Project plans and specifications will be in accordance with all applicable FAA Advisory Circulars including 150/5300-13B and 150/5370-10H. 50% Design phase services include:

3.1 Coordinate field survey with airport. It is assumed the additional apron and storm drainage survey can be completed around aircraft operations over a period of 2 days.

3.2 Review existing and future terminal apron and cargo aircraft parking layout. Update future commercial parking plan and confirm recommended future limits of concrete pavement.

3.3 Update aircraft fleet mixes for pavements to be rehabilitated. Update pavement design for apron pavements based on the current version of FAA AC 150/5320-6. Prepare a preliminary report for inclusion in the Engineer's Design Report. The pavement design shall include preparation of an FAA

Form 5100-1 and design outputs from FAA's pavement design programs, FAARFIELD. Prepare asphalt and concrete pavement designs and perform a life cycle cost analysis to select the preferred pavement section for each alternative.

3.4 Evaluate alternatives for disposal of deicing effluent. During winter deicing operations, the airport previously discharged to an underground vault which was then pumped and disposed of offsite. The airport would prefer to discharge to sewer however this approach will require significant coordination with the city due to the high Biological Oxygen Demand (BOD) of the deicing effluent.

3.4.1 Evaluate three (3) alternative methods of disposing of deicing effluent including discharge to sewer, collection and pumping, and discharge and treatment onsite. Meet with the owner to determine which of the methods the airport would like to proceed with.

3.4.2 Conduct one (1) meeting with the City of Idaho Falls Public Works Department to coordinate the potential of connecting to the existing sewer system. This includes review of deicing effluent dosing to limit BOD loading at the wastewater treatment plant.

3.5 Prepare a preliminary surface and subsurface drainage design to improve the existing storm drain system from the project area downstream to the existing retention basin. During the preliminary design phase numerous issues were discovered with the existing drainage system including undersized pipes, obstructed pipes, pipes running under a hangar, and additional offsite areas contributing to the existing detention basins. Evaluate existing storm drainage system and identify potential areas for improvement.

3.5.1 Meet with the City of Idaho Falls Public Works Department to evaluate and address existing issues with the airport storm drainage system. The meeting will take place via conference call.

3.5.2 Prepare up to three (3) alternative layouts for additional storm water detention ponds on the airfield in accordance with the approved Airport Master Plan.

3.5.3 Model proposed storm drainage improvements and prepare storm drainage calculations for preferred alternative based on proposed improvements.

3.5.4 Prepare preliminary drainage report for inclusion in the engineer design report.

3.5.5 Coordinate with the City of Idaho Falls. This will include one meeting in Idaho Falls with the City and airport staff to determine the final detention pond location, discuss proposed stormwater system improvements, cost estimate and preliminary phasing plan. Anticipate 1 round trip by the Project Manager and the Project Engineer.

3.6 Develop a preliminary Construction Safety and Phasing Plan (CSPP) for the entire project. This CSPP shall clearly describe the different construction phases and aircraft operations during each phase. The airport is currently working on a terminal expansion project and there is the potential that the

timing of the construction of these projects may overlap. The apron CSPP will be coordinated with the terminal expansion CSPP. The preliminary CSPP shall be submitted to the Owner and then FAA for review and comment.

3.7 Prepare 50% design for the project, which will be limited to: Cover Sheet; Survey Control Plan; Construction Layout Plan; Boring Plan; Safety and Phasing Sheets; Erosion and Control Plan; Demo Plan; Paving Plan, Grading Plan and Profile; Drainage; Marking Sheets and Lighting and Signage Plans (estimated 45 sheets).

3.8 Update preliminary opinions of construction cost and construction time required to complete the project based on 50% design. Summarize and submit to Owner and FAA for review and discussion.

3.9 Conduct internal quality control review by a project manager outside of the project team.

3.10 Coordinate internally with Ardurra staff and subconsultants during this phase of the project to discuss key aspects of the design.

3.11 Coordinate with the Owner and FAA during this phase of the project. This will include one meeting in Idaho Falls with the Airport Staff to discuss the 50% design drawings and refine the project approach, schedule, phasing and budget. During this trip the Project Manager and Project Engineer will visit the project site to gather any necessary information for the design at this phase of the project. Anticipate 1 round trip by the Project Manager and the Project Engineer.

3.12 Prepare and submit FAA form 7460-1 to reflect project work.

TASK 4– 75% DESIGN

75% Design Phase Services for the proposed improvements shall include services necessary to refine and complete the design of various project elements. Specific tasks to be completed in this phase are described below for each element of the project.

4.1 Based on the design review update design for the relocation of the deicing pad to a completion level of 75%.

4.1.1 Conduct one (1) follow up meeting with the City of Idaho Falls Public Works Department to review and coordinate the proposed deicing effluent disposal alternatives.

4.1.2 Prepare a deicing effluent dosing plan in coordination with the City of Idaho Falls Public Works Department to limit BOD loading at the wastewater treatment plant. Submit plan to the Airport and City for review.

4.1.3 Based on the alternative selected, prepare design and construction plan sheets to a completion level of approximately 75%.

4.2 Update surface and subsurface drainage design to improve the existing storm drain system in the project area and downstream to the retention basin. Evaluate existing drainage and identify potential areas for improvement.

4.2.1 Finalize the location for the proposed detention ponds on the airfield.

4.2.2 Update storm drainage system design for the project area and downstream to the retention basin to a completion level of 75%.

4.2.3 Update the drainage report for inclusion in the engineer design report.

4.3 Prepare a design and construction plan set to a completion level of approximately 75% (estimated 50 sheets). These plans will include Survey Control Plan; Construction Layout Plan; Boring Plan; Safety and Phasing Sheets; Erosion and Control Plan; Demo Plan; Paving Plan, Grading Plan and Profile; Drainage; Marking Sheets and Lighting and Signage Plans.

4.4 Based on the design completed in this phase, revise cost estimate and prepare preliminary bid schedules for use in bidding the work. Multiple bid schedules/alternates will be prepared to allow flexibility in award depending on the funds available.

4.5 Prepare preliminary construction specifications and bid documents. Specifications shall be based on the current FAA AC 150/5370-10H. Bid documents shall include Notice Inviting Bids, Bid Schedules, Agreement, forms and other contract documents and “boiler plate” items necessary to solicit bids and execute contracts following award.

4.6 Conduct internal quality control review by a project manager outside of the project team.

4.7 Coordinate internally with Ardurra staff and subconsultants during this phase of the project to discuss key aspects of the design.

4.8 Coordinate with FAA and the Owner during this phase of the project, including periodic status updates. Meet with Owner to review the plans and obtain additional direction for completion of the design and construction plans. This meeting will be held at the airport with the Project Manager and Project Engineer in attendance. Anticipate 1 round trip by the Project Manager and the Project

Engineer.

TASK 5- FINAL DESIGN

Final Design Phase Services shall include:

5.1 Revise design to reflect comments from internal quality control review and Owner at the 75% design review phase.

5.2 Prepare final design and construction plans in conformance with applicable FAA Advisory Circulars as appropriate to the project (anticipated to consist of 50 sheets, total). These plans will include Survey Control Plan; Construction Layout Plan; Boring Plan; Safety and Phasing Sheets; Erosion and Control Plan; Demo Plan; Paving Plan, Grading Plan and Profile; Drainage; Marking Sheets and Lighting and Signage Plans.

5.3 Prepare final construction specifications and bid documents. Update bid schedules/alternates as necessary to allow flexibility in award depending on the funds available.

5.4 Prepare a final engineer's opinion of probable construction cost, based on the final design.

5.5 Prepare the Engineer's Design Report in conformance with FAA guidelines.

5.6 Conduct internal quality control review by a project manager outside of the project team.

5.7 Coordinate internally with Ardurra staff and subconsultants during this phase of the project to discuss key aspects of the design.

5.8 Submit final design drawings, specifications and design report (95%) to Owner and FAA for review and comment. Meet with Owner to review the plans and obtain additional direction for completion of the design and construction plans. This meeting will be held virtually with the Project Manager and Project Engineer in attendance.

5.9 Revise drawings and specifications based on final review comments and prepare 100% (bid set) documents. Submit up to three complete sets of final documents to the Owner and one set of final documents to the FAA.

5.10 Coordinate with FAA and Owner during this phase of the project, including periodic status updates.

TASK 6 - BIDDING

Assist the Owner in the competitive sealed bid and contractor selection process. It is assumed there will be one bid package required. Prepare and process contract award and construction agreement documents for the Owner. Bidding phase services shall include the following tasks:

6.1 Administer the public bid advertisement process including bid document reproduction and

distribution of documents to plan rooms, contractors and suppliers. Prepare advertisement(s) for the project and submit to appropriate newspaper(s) for publication. Maintain a "bidders list" and distribute plans as requested. Assist Owner in promoting bidder interest in an appropriate geographic area for project work tasks.

6.2 Prepare a detailed Pre-Bid Conference agenda and conduct a Pre-Bid Conference to familiarize bidders and interested parties with the construction project scope and requirements. Prepare and issue minutes of the conference after the meeting. The meeting will be held at the Airport. It is assumed two members of the project team will attend the Pre-Bid Conference. Anticipate one round trip for the Project Manager and Project Engineer.

6.3 Respond to questions that arise during the Contractors' bid preparation process. Issue addenda or other clarifications as required.

6.4 Assist the Owner in preparation for the project Bid Opening as required, including preparation of a Project Bid Summary form. It is anticipated that the Consultant will not attend the Bid Opening.

6.5 Assist the Owner with review and analysis of bids received. Consultant will evaluate the qualifications of bidders, review the bid packages and forms submitted, and determine each Contractor's responsiveness to bidding criteria, including compliance with Buy American requirements. Prepare a detailed Bid Tabulation documenting the bid results and submit to Owner and FAA. Provide Engineer's recommendation of award letter to Owner and FAA.

6.6 Prepare and distribute Notice of Award, Construction Agreement and other contract documents. Review Construction Agreement, bonds and insurance documents submitted by the Contractor, and assist the Owner and Contractor in processing documents for the project.

6.7 Coordinate with the FAA and Owner throughout the bidding and award process. Submit bid documentation including copies of all executed contract documents as required by the FAA.

TASK 7- CONSTRUCTION ADMINISTRATION

Not included in this Agreement.

TASK 8- ADDITIONAL SERVICES

Consultant shall provide the following services as "Additional Services":

8.1 Assist the Owner with Grant Administration tasks.

8.1.1 Prepare the Grant Application for submittal to FAA. Assist Owner in coordination of Grant Application submittal and process.

8.1.2 Assist the Owner to prepare required certifications for submittal to the FAA.

8.1.3 Assist the Owner with preparation of annual SF 271 and SF 425.

8.1.4 Assist the Owner with quarterly performance reports in accordance with FAA Order 5100.38d.

8.1.5 Assist the Owner with the submittal of Requests for Reimbursement using the Department of Transportation's Delphi system.

8.1.6 Provide periodic project budget updates to Owner during progress of the work for the grant.

8.1.7 Document the Project work and accomplishments in the Final Closeout Report in accordance with FAA guidelines, including final SF 271 and SF 425.

8.2 Provide the following services related to Federal Disadvantaged Business Enterprise requirements (DBE):

8.2.1 Assist the Owner with Disadvantaged Business Enterprise (DBE) annual reporting for FY 2025 and FY 2026.

8.3 Assist and coordinate with independent auditors to locate appropriate documents for performing A-133 annual audit. In addition to finding appropriate project files, answer questions concerning Contractor's wage rates and interview forms as required.

PROJECT SCHEDULE

The following dates summarize the target completion of significant project tasks.

ACTIVITY	COMPLETION
Approve Scope of Work	August 2025
Complete Independent Fee Estimate Review	August 2025
Complete Negotiation and Sign Agreement	September 2025
50% Design Complete	December 2025
75% Design Complete	February 2026
Final Design Complete	March 2026
Submit Grant Application	January 2026
Open Bids	March 2026
Grant Award	May 2026
Closeout	TBD

Dates are subject to change, based on grant timing and the needs of the Owner.

EXHIBIT B – FEE ESTIMATE

Idaho Falls Regional Airport
Terminal Apron and North Apron (Final Design & Bidding)
Labor Worksheet

AIP 03-16-0018-TBD
Exhibit B
Basis of Cost Analysis
August 2025

Task	Description	SPM	PM	PE	EIT	CM	PL	Env PM	Env SP	Env PL	Proj. Srvy	PC	PA	Rate Schedule	Labor
		$290	$227	$158	$127	$170	$215	$274	$210	$127	$217	$99	$101	Billing Rate	
Task 1 - Administration															
1.1	Pre-Scope Coordination	4	4								2			10	$ 2,502.00
1.2	Prepare Work Order	8	16									4		28	$ 6,348.00
1.3	IFE Coordination	4										4		8	$ 1,556.00
1.4	Administer Subconsultant Contracts														
1.4.1	Survey	1	8								2	4	2	17	$ 3,138.00
1.4.2	Geotechnical	1	8									4	2	15	$ 2,704.00
1.5	Coordinate with Owner and FAA	4	4									4		12	$ 2,464.00
1.6	Project Management and Administration	4	16									16	12	48	$ 7,588.00
Subtotal, Task 1		26	56	0	0	0	0	0	0	0	4	36	16	138	$ 26,300.00
Task 2 - Planning and Formulation															
2.1	Pre-Design Conference	2	4									2		8	$ 1,686.00
2.2	Environmental Coordination														
2.2.1	Develop Project Details		2	4				1						7	$ 1,360.00
2.2.2	Prepare Draft CATEX	1	2					1	4	24				32	$ 4,906.00
2.2.3	Submit Draft CATEX & Finalize		2					1	4	4				11	$ 2,076.00
2.2	Draft Project Schedule	2	4											6	$ 1,488.00
2.3	Additional Survey Information		4	8	16						40			68	$ 12,884.00
Subtotal, Task 2		5	18	12	16	0	0	3	8	28	40	2	0	132	$ 24,400.00
Task 3 - 50% Design															
3.1	Coordinate Field Survey		8											8	$ 1,816.00
3.2	Review and Update Apron and Cargo Parking Layout	1	2	8	24		8							43	$ 6,776.00
3.3	Update Aircraft Fleet Mixes and Pavement Design	1	2	8	16									27	$ 4,040.00
3.4	Evaluate Alternatives for Disposal of Deicing Effluent														
3.4.1	Evaluate Three Alternative Disposal Methods	2	4	24	16									46	$ 7,312.00
3.4.2	Conduct Review Meeting with the City	12	12	16	8									48	$ 9,748.00
3.5	Preliminary Surface and Subsurface Drainage Design														
3.5.1	Meet with the City of Idaho Falls Public Works	2	2	12	4									20	$ 3,438.00
3.5.2	Prepare Three Alternative Layouts for Storm Water Detention Pond	2	4	12	24		4							46	$ 7,292.00
3.5.3	Model Proposed Storm Drainage Improvements	2	8	24	80									114	$ 16,348.00
3.5.4	Prepare Preliminary Drainage Report	1	2	16	40									59	$ 8,352.00
3.5.5	Coordinate and Review Preliminary Design with City and Airport	2	12	12	16									42	$ 7,232.00
3.6	Develop Preliminary CSPP	2	4	8	16	24								54	$ 8,864.00
3.7	Prepare Design & Construction Plan Sheets to 50% (45 Sheets)	4	8	120	360									492	$ 67,656.00
3.8	Update Preliminary Options of Construction Cost & Time	1	2	8	24	40								75	$ 11,856.00
3.9	Internal Quality Control	8												8	$ 2,320.00
3.10	Internal Coordination	2	6	6	6	6								26	$ 4,672.00
3.11	Coordinate with Owner and FAA	4	16	12										32	$ 6,688.00
3.12	Prepare and Submit form 7460-1			4	4									8	$ 1,140.00
Subtotal, Task 3		46	92	290	638	70	12	0	0	0	0	0	0	1148	$ 175,550.00

Idaho Falls Regional Airport
Terminal Apron and North Apron (Final Design & Bidding)
Labor Worksheet

AIP 03-16-0018-TBD
Exhibit B
Basis of Cost Analysis
August 2025

Task	Description	SPM	PM	PE	EIT	CM	PL	Env PM	Env SP	Env PL	Proj. Srvy	PC	PA	Rate Schedule	Labor
		$290	$227	$158	$127	$170	$215	$274	$210	$127	$217	$99	$101	Billing Rate	
Task 4 - 75% Design															
4.1	Update Design for Deicing Pad														
4.1.1	Conduct Review Meeting with the City	4	8	8										20	$ 4,240.00
4.1.2	Prepare Deicing Effulent Dosing Plan	1	4	8	16									29	$ 4,494.00
4.1.3	Prepare Design & Construction Plan Sheets to 75%	2	4	24	40									70	$ 10,360.00
4.2	Update Surface & Subsurface Drainage Design														
4.2.1	Finalize Location of Detention Ponds		2	8	12									22	$ 3,242.00
4.2.2	Update Storm Drainage System Design to 75%	2	4	20	60									86	$ 12,268.00
4.2.3	Update Drainage Report	1	2	12	12									27	$ 4,164.00
4.3	Prepare Design & Construction Plan Sheets to 75% (50 Sheets)	4	8	80	300									392	$ 53,716.00
4.4	Revise Cost Estimate and Prepare Preliminary Bid Schedule(s)	1	2	8	24	40								75	$ 11,856.00
4.5	Prepare Preliminary Construction Specifications and Bid Docs	2	4	40	16	16						24		102	$ 14,936.00
4.6	Internal Quality Control	8												8	$ 2,320.00
4.7	Internal Coordination	2	6	6	6	6								26	$ 4,672.00
4.8	Coordinate with Owner and FAA	4	16	12										32	$ 6,688.00
Subtotal, Task 4		31	60	226	486	62	0	0	0	0	0	24	0	889	$ 132,956.00
Task 5 - Final Design															
5.1	Revise Design After Airport Review	1	4	24	40									69	$ 10,070.00
5.2	Prepare Design & Construction Plan Sheets to 95% (50 Sheets)	2	4	20	80									106	$ 14,808.00
5.3	Prepare Final Construction Specifications and Bid Docs	2	4	16	4	4						8		38	$ 5,996.00
5.4	Revise Cost Estimate and Prepare Preliminary Bid Schedule(s)	1	2	4	8	12								27	$ 4,432.00
5.5	Prepare Engineer's Design Report	1	2	16	8							8		35	$ 5,080.00
5.6	Internal Quality Control	8												8	$ 2,320.00
5.7	Internal Coordination	2	6	6	6	6								26	$ 4,672.00
5.8	Submit Final Design Drawings, Specs, and Design Report (95%)	2	4	8										14	$ 2,752.00
5.9	Revise & Prepare 100% Bid Set Documents	1	2	8	12									23	$ 3,532.00
5.10	Coordinate with Owner and FAA	4	8									4		16	$ 3,372.00
Subtotal, Task 5		24	36	102	158	22	0	0	0	0	0	20	0	362	$ 57,034.00
Task 6 - Bidding															
6.1	Administer Public Bid Advertisement	1	2	8								12		23	$ 3,196.00
6.2	Prepare For and Conduct Pre-Bid Conference	2	12	16	8									38	$ 6,848.00
6.3	Respond to Questions	1	2	12	8	4								27	$ 4,336.00
6.4	Assist with Project Bid Openings			8								4		12	$ 1,660.00
6.5	Assist with Review and Analysis of Bids	1	2	8		4						8		23	$ 3,480.00
6.6	Prepare and Distribute Notice of Award and Other Contract Docume	1	2	8								4		15	$ 2,404.00
6.7	Coordinate with Owner and FAA	4	4									4		12	$ 2,464.00
Subtotal, Task 6		10	24	60	16	8	0	0	0	0	0	32	0	150	$ 24,388.00

Idaho Falls Regional Airport
Terminal Apron and North Apron (Final Design & Bidding)
Labor Worksheet

AIP 03-16-0018-TBD
Exhibit B
Basis of Cost Analysis
August 2025

Task	Description	SPM	PM	PE	EIT	CM	PL	Env PM	Env SP	Env PL	Proj. Srvy	PC	PA	Rate Schedule	Labor
		$290	$227	$158	$127	$170	$215	$274	$210	$127	$217	$99	$101	Billing Rate	
Task 7 - Construction Administration															
Not Included															
Task 8 - Additional Services															
8.1	Grant Administration														
8.1.1	Prepare Grant Application		1	4								12		17	$ 2,047.00
8.1.2	Prepare Certifications			1								2		3	$ 356.00
8.1.3	Prepare Annual SF 271 and SF 425		2	4								4		10	$ 1,482.00
8.1.4	Assist Owner with Quarterly Performance Reports		2									4		6	$ 850.00
8.1.5	Assist Owner with Requests for Reimbursements	4	4									4		12	$ 2,464.00
8.1.6	Provide Budget Updates to Owner	4	4											8	$ 2,068.00
8.1.7	Prepare Final Closeout Report	1	2	12								8		23	$ 3,432.00
8.2	DBE Services														
8.2.1	DBE Annual Reporting for FY25 & FY26		2				4					8		14	$ 2,106.00
8.3	Assist with Independent Audits	2	4											6	$ 1,488.00
Subtotal, Task 8		11	21	21	0	0	4	0	0	0	0	42	0	99	$ 16,293.00
Total, Phases 1-8		153	307	711	1314	162	16	3	8	28	44	156	16	2918	$ 456,921.00

Idaho Falls Regional Airport — **AIP 03-16-0018-TBD-2025**
Terminal Apron and North Apron (Final Design & Bidding) — **Exhibit B**
Fee Summary — **Basis of Cost Analysis**
August 2025

Phases 1-8 (Lump Sum)

1. Labor Costs

Classification	Title	Hours	Rate/Hour	Cost
SPM	Principal/Senior Project Manager	153	$290.00	$44,370.00
PM	Project Manager	307	$227.00	$69,689.00
PE	Project Engineer	711	$158.00	$112,338.00
EIT	Engineer-In-Training	1314	$127.00	$166,878.00
CM	Construction Manager	162	$170.00	$27,540.00
PL	Planner	16	$215.00	$3,440.00
Env PM	Environmental Project Manager	3	$274.00	$822.00
Env SP	Environmental Specialist	8	$210.00	$1,680.00
Env PL	Environmental Planner	28	$127.00	$3,556.00
Proj. Srvy	Surveyor	44	$217.00	$9,548.00
PC	Project Coordinator	156	$99.00	$15,444.00
PA	Project Accountant	16	$101.00	$1,616.00
Total, Labor Costs:		**2918**		$456,921.00

2. Subconsultant Fees

Survey	$11,000.00
Geotechnical	$35,000.00
Subtotal, Subconsultant Fees:	**$46,000.00**

3. Reimbursable Expenses

Description	Number	Unit Cost	Cost
Vehicle Travel (Per Mile)	3000	$0.75	$2,250.00
Lodging (Per Night)	10	$180.00	$1,800.00
Per Diem (Per Day)	10	$68.00	$680.00
Rental Vehicle for Lump Sum Phases (Per Day)	0	$50.00	$0.00
Document Reproduction (Lump Sum)	1	$2,000.00	$2,000.00
Phone, Fax, Postage (Lump Sum)	1	$150.00	$150.00
Subtotal, Reimbursable Expenses			**$6,880.00**

TASKS 1-8 TOTAL FEE: $509,801.00

U.S. Department of Transportation
Federal Aviation Administration
Northwest Mountain Region
Colorado · Idaho · Montana · Oregon· Utah· Washington· Wyoming

11/13/2025

Mr. Ian Turner, Airport Director
Idaho Falls Regional Airport
iturner@idahofalls.gov

Idaho Falls Regional Airport (IDA)
Idaho Falls, Idaho
AIP: 3-16-0018-0XX-202X
Engineering Services (WO 25-03 Terminal/North Aprons)

Dear Mr. Turner,

We have reviewed your record of negotiations and Independent Fee Estimate (IFE) Work Order 25-03 for the Terminal and North Apron project. We accept your review of costs for reasonableness based on your cost analysis. Please maintain a copy of your cost analysis for future audit purposes. Please note, this is a maximum fee, and the sponsor can only be reimbursed for actual costs incurred. Any future amendments to this engineering agreement will require Federal Aviation Administration (FAA) approval. The following items are approved and eligible for federal participation, assuming the associated work is completed.

Administration =	$26,300.00
Planning and Formulation =	$16,588.00
50% Design =	$175,550.00
75% Design =	$132,956.00
Final Design =	$57,034.00
Bidding Services =	$24,388.00
Additional Services =	$16,293.00
Subconsultant Fees =	$46,000.00
Reimbursable Expenses =	$6,880.00
Grand Total	**$501,989.00**

Based on the submitted record of negotiations, we concur with the fees established are fair and reasonable and the result of good faith negotiations. Please provide our office with a copy of the executed engineering agreement. If you have questions, please call me at (406) 441-5404.

Sincerely,

TRACY MARLENE STONER
Digitally signed by TRACY MARLENE STONER
Date: 2025.11.14 08:33:57 -07'00'

Tracy M. Stoner
Project Manager
HLN ADO

Memorandum

File #: 25-491 **City Council Meeting**

FROM: Ian Turner, Airport Director
DATE: Thursday, December 11, 2025
DEPARTMENT: Airport

Subject
Amended and Restated Fixed Base Operator Agreement with Rainbow Investments, LLC

Council Action Desired
☐ Ordinance ☐ Resolution ☐ Public Hearing
☒ Other Action (Approval, Authorization, Ratification, etc.)
Approve the Amended and Restated Fixed Base Operator Agreement with Rainbow Investments, LLC (or take other action deemed appropriate).

Description, Background Information & Purpose
Rainbow Investments, LLC, (Rainbow) conducts a fixed base operation at the Idaho Falls Regional Airport known as Aero Mark Incorporated. This operation is currently under two leases, the first was entered into in September of 2006 and a second lease was entered into in September of 2007. Earlier this year, Rainbow requested an extension to its lease. Three, five-year extensions have been agreed to in exchange for contributions toward the improvement of the general aviation apron. Rainbow will contribute $426,387 toward a future apron project in the Airport's capital improvement plan, sealcoat the utilized apron that is not part of that project and complete several smaller improvements. Finally, since Rainbow operates the fixed base operation as a single operation, the previous two leases have been merged into this single amended and restated agreement.

Alignment with City & Department Planning Objectives



☒ ☐ ☒ ☐ ☐ ☐ ☐ ☒

This item supports the community-results of healthy economic growth and vibrancy, well-planned growth and development, and reliable public infrastructure and transportation by ensuring that a critical business located at the airport is able to meets the needs of the aviation community for the future.

Interdepartmental Coordination
The Legal Department has worked with the Airport on this item.

Fiscal Impact

The annual rent payment remains the same under this action item and Rainbow has agreed to contribute $426,387 toward a future apron construction project.

Legal Review
The Legal Department concurs that the proposed action item complies with State Statutes.

AMENDED AND RESTATED

FIXED BASE OPERATOR LEASE AND OPERATING AGREEMENT

THIS AMENDED AND RESTATED FIXED BASE OPERATOR LEASE AND OPERATING AGREEMENT (hereafter "AGREEMENT") is entered into this 11th day of December 2025, by and between the City of Idaho Falls, Idaho, an Idaho municipal corporation, whose address is 308 Constitution Way, Idaho Falls, Idaho, 83402 (hereafter "CITY"), acting through its operating department of the Idaho Falls Regional Airport (hereafter "AIRPORT"), and Rainbow Investments, LLC, an Idaho limited liability company, doing business as Aero Mark, Incorporated, an Idaho corporation (hereafter "RAINBOW"), whose address is 1940 International Way, Idaho Falls, Idaho, 83402.

WHEREAS, CITY and RAINBOW entered into a fixed base operator lease agreement on September 29, 2006, titled AERO MARK FBO LEASE AGREEMENT for the hangar and appurtenant facilities at 1885 Borah Avenue, Idaho Falls, as assigned to RAINBOW through the ASSIGNMENT OF LEASE AGREEMENTS AND CONSENT TO ASSIGNEMENT executed by the CITY on August 3, 2023; and

WHEREAS, said September 29, 2006, AERO MARK FBO LEASE AGREEMENT was first amended by the AIRPORT LEASE AMENDMENT dated July 30, 2012, and was amended a second time by the SECOND AMENDED AERO MARK FBO LEASE AGREEMENT dated September 30th, 2013; and

WHEREAS, CITY and RAINBOW entered into an AIRPORT LEASE AGREEMENT on May 11th, 2007, for a hangar and appurtenant facilities located at 2000 International Way, Idaho Falls; and

WHEREAS, said May 11, 2007, AIRPORT LEASE AGREEMENT was assigned to RAINBOW by a CONSENT TO ASSIGNMENT agreed to by CITY and dated August 12, 2025; and

WHEREAS, RAINBOW requested an extension to the May 11th, 2007, AIRPORT LEASE AGREEMENT and the September 29, 2006, AERO MARK FBO LEASE AGREEMENT; and

WHEREAS, CITY and RAINBOW have agreed to an extension that combines both the May 11, 2007, AIRPORT LEASE AGREEMENT and the September 29, 2006, AERO MARK FBO LEASE AGREEMENT into this single AGREEMENT; and,

WHEREAS, CITY and RAINBOW do agree that all provisions, terms, and conditions contained within the May 11, 2007, AIRPORT LEASE AGREEMENT and the September 29,

2006, AERO MARK FBO LEASE AGREEMENT are hereby declared null and void and are replaced by the provisions, terms, and conditions contained within this AGREEMENT.

NOW, THEREFORE, CITY and RAINBOW do hereby, in consideration of the mutual covenants, conditions, and obligations contained herein, agree to as follows:

1. LEASED PREMISES AND LICENSED AREA
    a. Subject to the full and faithful performance of the terms, conditions, and covenants contained herein, the CITY hereby leases to RAINBOW approximately 607,590 square feet of property (the "LEASED PREMISES"), further identified and legally described on Exhibits A, B, C, D, E, F, G, and H to this Agreement.
        i. The parties acknowledge and agree that RAINBOW currently owns the following improvements located on the LEASED PREMISES (collectively, the "Existing Improvements"), further illustrated as:
            1. The hangar, office space, and associated support facilities located at 1885 Borah Avenue, depicted on Exhibit B, and containing 15,027 square feet,
            2. The hangar, office space, and associated support facilities located at 2000 International Way, depicted on Exhibit D, and containing 20,850 square feet,
            3. The fuel farm located at 1910 Borah Ave, depicted on Exhibit F, and containing 6,954 square feet,
            4. The self-serve fuel island located at 2235 Foote Drive, and depicted on Exhibit H, and containing 1,036 square feet.
    b. The CITY hereby grants RAINBOW a non-exclusive license to use 527,473 square feet of apron space adjacent to the LEASED PREMISES (the "Licensed Area"), further identified on Exhibit B and legally described within Exhibit A. RAINBOW's right to use the Licensed Area shall be in common with the rights of other Airport users.
2. RENT AND PAYMENT
    a. RAINBOW shall pay rent to CITY for lease of the LEASED PREMISES, use of the Licensed Area, and for the right to operate its business activity as outlined within this AGREEMENT in the amount of eighty-five thousand two hundred seventy-eight dollars and twelve cents ($85,278.12) annually.
    b. Effective September 1, 2027, and every five years thereafter (each, a "Rent Increase Date"), rent as outlined in Section 2(a), above, shall be adjusted by the United States Consumer Price Index – All Urban Consumers (CPI-U), as determined by the United States Department of Labor, Bureau of Labor

Statistics. On the first Rent Increase Date, the CPI-U figure for July 2021 shall serve as the denominator and the CPI-U for July 2027 shall serve as the numerator of a fraction that, when multiplied by the then existing rent shall result in the new rent. For each subsequent Rent Increase Date, the respective CPI-U figures shall be advanced five years. The rent adjustment equation articulated in mathematical terms shall be:

i. (CPI-U for July of year of current Rent Increase Date/CPI-U July 2021 *or* July of year of prior Rent Increase Date) X Current Rent Rate = New Rent Rate

c. Payment toward rent shall be due and payable in advance on or before September 1st of each year. RAINBOW shall be subject to a late payment penalty of $30.00 per day for every day payment is late.

3. RENT ADJUSTMENT
   a. In addition to the increases described in Section 2(b), CITY and RAINBOW agree that the rent shall be reset once during the term as set forth in this Section 3.
   b. Effective September 1, 2037, the rent shall be a fair and reasonable value of the LEASED PREMISES, excluding the Existing Improvements, determined as follows (the "Reset Value"):
      i. No later than February 1, 2037, the CITY shall deliver to RAINBOW an initial appraisal and proposed rental value of the LEASED PREMISES, conducted by an appraiser selected by the CITY and at the sole cost and expense of the CITY.
      ii. No later than thirty (30) days after delivery of the initial appraisal, RAINBOW may object in writing to the proposed rental value. No later than sixty (60) days after making such objection, RAINBOW shall deliver to the CITY a second appraisal of the LEASED PREMISES, conducted by an appraiser selected by RAINBOW and at RAINBOW's sole cost and expense. If RAINBOW fails to object in writing to the CITY's appraisal within thirty (30) days or fails to deliver the second appraisal to the CITY within sixty (60) days of its objection RAINBOW will be deemed to have accepted the CITY's appraisal.
      iii. If RAINBOW accepts or is deemed to accept the CITY's appraisal, the Reset Value shall be equal to the appraised rental value.
      iv. If RAINBOW rejects the CITY's appraisal and submits a second appraisal, the Reset Value shall be equal to the average appraised rental value between the two appraisals.

v. All appraisals under this Section 3 shall be performed by a firm, individual, organization, or other entity that is experienced in appraising aviation facilities.

4. TERM
    a. The term of this AGREEMENT shall commence on January 1, 2026, (hereinafter, "COMMENCEMENT DATE") and expire on August 31, 2037 (hereinafter, "EXPIRATION DATE").
    b. The term of this AGREEMENT may be extended three times at the discretion of RAINBOW but only as long as RAINBOW is not in default of this AGREEMENT at the time the extension is exercised. The first extension period shall be from September 1, 2037, to August 31, 2042. The second option to extend shall be from September 1, 2042, to August 31, 2047. The third option to extend shall be from September 1, 2047, to August 31, 2052. Said extension request must be made in writing by RAINBOW to CITY no more than one (1) year in advance of the EXPIRATION DATE or any extended EXPIRATION DATE and no less than 60 days prior to the EXPIRATION DATE, or extended EXPIRATION date, as the case may be. Any extended term of this AGREEMENT shall be under the same terms and conditions of the initial term.
5. IMPROVEMENTS
    a. In consideration of the terms provided for in this AGREEMENT, RAINBOW commits to perform the following:
        i. Rout out, crack seal, apply seal coat, and restripe the southern portion of the Licensed Area utilized by RAINBOW. The southern portion of this apron is generally bounded by the centerline of Taxiway D on the northeast and to the southwestern limits of the apron at Taxiway E. Total area of the apron measures 365,514 square feet, more or less. Said improvements shall be made no later than September 30, 2026.
        ii. Repair, upgrade, and otherwise improve the automobile parking lots located at 2000 International Way and 1885 Borah Avenue. Said improvements shall be made no later than September 30, 2026.
        iii. RAINBOW shall remit to CITY the sum of $426,387. Said sum shall be RAINBOW's contribution to the repair, resurfacing, and re-striping of the Licensed Area. Said portion of the Licensed Area is an apron area beginning generally at the centerline of Taxiway D on the southwest and proceeds to the northeast limits of the Licensed Area outlined

within Exhibit B of the Licensed Area. Said payment shall be made no later than 90 days after the full execution of this AGREEMENT.

b. In consideration of the terms provided for in this AGREEMENT, CITY commits to perform the following:
    i. Cause to be constructed a repair, resurface, and restriping of the portion of the Licensed Area described in Section 5.a.iii, above, contingent upon receipt of Federal Aviation Administration funds for completion of the project.
c. Nothing herein shall prevent CITY from causing to be performed any improvements required for the overall operation and development of the AIRPORT in accordance with applicable regulations, standards, and assurances to the Federal Aviation Administration.
d. Any other improvements to be made to or upon the LEASED PREMISES by RAINBOW, and any subsequent alteration or additions to such improvements, now or in the future existing, shall be subject to the prior written approval of the Airport Director. Full and complete plans and specifications for all work, facilities, improvements and finishes, and the time required to complete the same shall be submitted to and receive the written approval of the Airport Director before any work or construction is commenced.
e. All improvements on the LEASED PREMISES, including the Existing Improvements, shall become property of the CITY at the expiration or earlier termination of this Agreement without compensation from the CITY to RAINBOW. RAINBOW hereby waives any claims against the CITY for possession of, or compensation for, any improvements on the LEASED PREMISES.

6. USE BY RAINBOW
    a. RAINBOW must use the LEASED PREMISES to perform the following commercial operations:
        i. All fixed base operator services provided for in the Minimum Standards for Commercial Aeronautical Activity duly established by the CITY, as now exist or in the future may be amended.
        ii. Line services for the purpose of fueling, supplying engine oil, checking lubricant and brake fluid levels, checking tire pressures and use of auxiliary power units for starting and/or on-the-ground utility service for engine preheating, wing and airframe deicing, parking tie-down, hangaring and other lawful services requested by transient or locally based aircraft operators on the premises or in the public transit areas.

iii. Sale of aircraft fuels, oil, and lubricants including the right to handle "into plane deliveries" of aviation fuels, oil, and lubricants sold by fuel suppliers directly to the consumer under a "fuel and lubricants sales agreement," which is defined as an agreement for sale of aviation fuel, oil, and lubricants between a fuel supplier and a governmental agency or a scheduled air carrier. Sales may be either retail or wholesale.
iv. Towing, salvage, and storage of disabled aircraft.
v. Establishment and maintenance of approved fuel storage areas for underground or aboveground storage of aviation and automotive fuels, oil, and lubricants.
vi. Maintenance, repair, modification, and restoration of aircraft, aircraft engines, airframes, automatic flight systems, instruments, radio, navigational and all other electronic equipment, propellers and all other aircraft components or ancillary equipment
vii. Providing aircraft hangaring, storage, and parking facilities.

b. RAINBOW may use the LEASED PREMISES to perform the following commercial operations:
i. Recovering, stripping, metal preparation and painting all types of aircraft, interior and exteriors.
ii. Installing, repairing, modifying, and cleaning aircraft interiors of all types of aircraft.
iii. Sale demonstration of new and used aircraft, aircraft parts and accessories, radio, navigational and all other electronic equipment, navigational and other airmen's supplies, equipment and accessories, promotional materials and memorabilia, both wholesale and retail.
iv. Financing, leasing, and insuring of aircraft.
v. A flight school including a ground school for training pilots in primary and advanced aircraft operations and specialized uses and for training mechanics in aircraft repairs and maintenance.
vi. Flight operations including aircraft rental, charter services, air taxi, air freight and aerial application services, as well as flight training and aircraft demonstration and/or sales.
vii. Such other purposes as permitted and approved by the CITY in writing.
viii. Loading, unloading, cleaning, and otherwise servicing aircraft engaged in lawful business.

ix. Installation of vending equipment and/or a coffee and sandwich bar or café for the purposes of serving RAINBOW employees and customers.

x. Rental of office or storage space to airline industry-related business. For the purposes hereof, an "airline industry-related business" shall mean any business for which not less than 80 percent (80%) of its gross sales or revenues are derived from activities directly related to the commercial airline transportation or shipping industry, but not including any of the FBO activities or uses set forth above or any automobile rental business

xi. Maintenance and serving of RAINBOW automotive and ramp equipment.

c. Use of Apron Areas and Customer Parking Lot

i. RAINBOW and its customers and sublessees may use the apron area, aircraft parking and tie-down areas, taxiways, aprons, and access ways included within the Licensed Area in common with the general public and other lessees of the CITY, and may charge and collect reasonable fees for providing parking and tie-down of aircraft services within the Licensed Area, at locations designated by the Airport Director.

ii. RAINBOW and its customers and sublessees shall also have the right to use the customer parking lots existing at the time of execution of this AGREEMENT for the purposes of providing parking of motor vehicles owned by RAINBOW or its employees, customers, and invitees.

7. AIRPORT PRIVILEGES

a. RAINBOW is granted the privilege of using, in common with the public, all existing or future public aeronautical facilities at the AIRPORT, including but not limited to the landing area, its extensions, additions, roadways, runways, ramps, aprons, taxiways, public air navigation facilities, radio aids, beacons, control towers, signals, floodlights, landing lights, and all other conveniences now or hereafter provided for flying, landing, or taking off of aircraft, subject to such reasonable rules, regulations, charges, fees, or other costs which may be generally promulgated or established by CITY or its authorized agents, including the Airport Director; provided, however, that nothing herein shall be construed to grant an exclusive right to RAINBOW, and CITY expressly retains the privilege of entering into other agreements which authorize any lawful use of such airport facilities upon such terms and conditions as may be determined by CITY.

8. REPAIR AND MAINTENANCE
    a. RAINBOW shall, during the term of the AGREEMENT and at its own expense, repair and maintain in a good, safe, and substantial condition, all buildings and any improvements on the LEASED PREMISES except as otherwise provided in this section. RAINBOW agrees to keep the LEASED PREMISES clear of any debris, trash, weeds, clutter, or other unattractive items of personal property.
    b. The CITY shall maintain, during the term of this AGREEMENT, the Licensed Area and the following improvements now existing or hereafter constructed by CITY and located on or adjacent to the LEASED PREMISES of RAINBOW: asphalt and/or concrete aprons, parking aprons, taxiways, access roads, sidewalks, automobile parking areas, fences, gates, and municipal signs. The CITY shall, in a timely manner, remove snow and ice from all runways, taxiways, aprons, and all public access roads leading to but not otherwise located within the LEASED PREMISES.
9. UTILITIES
    a. RAINBOW shall pay for utilities it uses on the LEASED PREMISES. The general apron area lighting shall be furnished and operated by the CITY. Monthly sewer, garbage, and electrical fees shall be as per standard ordinance of CITY.
    b. Should RAINBOW desire alteration, extension, or improvement to any utility within the LEASED PREMISES, it shall be performed at the sole cost and expense of RAINBOW.
10. WARRANTIES OF TITLE AND QUIET ENJOYMENT
    a. The CITY warrants that it has the full right and power to execute and perform this AGREEMENT and to grant the estate demised. The CITY warrants that RAINBOW shall quietly have, hold, and enjoy the premises and all rights to the LEASED PREMISES as provided herein during the term of the AGREEMENT.
11. PROPERTY TAXES AND SPECIAL ASSESSMENT
    a. RAINBOW shall pay all personal property taxes or special assessments levied against any buildings, hangars, or facilities constructed thereon by RAINBOW during the term of this AGREEMENT.
12. INSURANCE AND INDEMNIFICATION
    a. Fire and Extended Coverage Insurance – RAINBOW shall be responsible to maintain fire and extended coverage insurance for all buildings, fixtures, and improvements placed on the LEASED PREMISES by RAINBOW during the term of this AGREEMENT.

b. Public Liability Insurance Coverage – RAINBOW shall maintain public liability and hangarkeepers insurance coverage, in amounts required by law or regulation, covering the LEASED PREMISES and RAINBOW's activities during the term of this AGREEMENT with a reliable insurance company qualified to do business in Idaho. The limits of such policy shall not be less than $800,000.00 for injury or death of one person nor less than $3,200,000 per occurrence for property damage. RAINBOW shall furnish CITY with a certificate of insurance confirming coverage and showing CITY as an additional insured by endorsement and providing for thirty (30) days' advance notice to CITY of any cancellation. The amount of such limits shall, on each fifth anniversary of the date of this LEASE, be adjusted for inflation in accordance with the provisions of Section 2(b) of this AGREEMENT.

c. Indemnification – RAINBOW agrees to indemnify, defend, and hold CITY, its agents, officers, representatives, and employees harmless from any and all costs, expenses, fees, penalties, liability or loss resulting from any claim or claims, of any kind or nature, arising directly or indirectly from the act or omission of RAINBOW, its agents, servants, guests, employees, or invitees.

13. DESTRUCTION OF PREMISES

a. In the event improvements on the LEASED PREMISES are damaged or destroyed by an act covered by RAINBOW's insurance, required to be maintained under this AGREEMENT, RAINBOW shall restore such improvements, as practicable, to as good a condition as they were in immediately prior to such destruction or damage. Such a rebuilding shall be at RAINBOW's expense. RAINBOW shall not be liable for rent during the period of restoration of the office and shop building area or any area that prohibits a normal FBO operation or function. In the event improvements on the LEASED PREMISES are materially damaged or destroyed by any cause not covered by insurance required of RAINBOW under this AGREEMENT, RAINBOW may, at its option, immediately terminate this AGREEMENT upon written notice to the CITY.

14. WAIVER OF SUBROGATION

a. RAINBOW and CITY release the other from any claims for any loss or damage which is insured against to the extent of any recovery collectible under any such insurance.

15. LIENS

a. RAINBOW shall protect and hold CITY harmless of and from all liens, claims, and expenses resulting from improvements placed on the LEASED PREMISES by RAINBOW and any act or omission of RAINBOW.

16. WASTE
    a. RAINBOW shall not allow waste, rubbish, or debris to unnecessarily remain upon the LEASED PREMISES and shall cause for its prompt and regular removal.
17. CONFORMITY TO LAW
    a. RAINBOW agrees at all times herein to comply with all applicable rules, regulations, ordinances, statutes, or administrative laws of the City of Idaho Falls, the State of Idaho, the United States of America, or any agency or political subdivisions thereof having jurisdiction over the AIRPORT. RAINBOW further agrees to comply with all rules and regulations generally promulgated by the Airport Director for the CITY pertaining to the use, operation, or maintenance of the AIRPORT.
18. ENVIRONMENTAL PROVISIONS
    a. Notwithstanding any other provisions of this Agreement, and in addition to any and all other Agreement requirements, and any other covenants and warranties of RAINBOW, RAINBOW hereby expressly warrants, guarantees, and represents to CITY, upon which CITY expressly relies, that:
        i. RAINBOW is knowledgeable regarding any and all Environmental Laws, without limitation, which govern or which in any way apply to the direct or indirect results and impacts to the environmental and natural resources due to, or in any way resulting from, the conduct by RAINBOW of its operations pursuant to or upon the LEASED PREMISES. RAINBOW agrees to keep informed of future changes in Environmental Laws relating to its operations on the LEASED PREMISES.
        ii. RAINBOW agrees to comply with all Environmental Laws applicable to its operations on the LEASED PREMISES, and accepts full responsibility and liability for such compliance.
        iii. RAINBOW shall, prior to commencement of any of RAINBOW's operations pursuant to this AGREEMENT, secure any and all Environmental Permits, and properly make all necessary notifications, relating to its operations on the LEASED PREMISES, and properly make all necessary notifications as may be required by any and all Governmental Authorities having jurisdiction over parties or the subject matter hereof.
        iv. RAINBOW, and all RAINBOW Parties, have been fully and properly trained in the handling and storage of all such Hazardous Materials and other pollutants and contaminants applicable to its operations

and responsibilities on the LEASED PREMISES; and such training complies with any and all Applicable Laws.

v. RAINBOW agrees that it will neither handle nor store any Hazardous Materials on the LEASED PREMISES in excess of those required to carry out its permitted uses at the LEASED PREMISES and that all such Hazardous Materials will be stored, used and disposed of in accordance with applicable law.

vi. RAINBOW shall provide City satisfactory documentary evidence of all such requisite legal permits and notifications as hereinabove required.

vii. RAINBOW agrees to cooperate with any investigation, audit, or inquiry by City or any Governmental Authority regarding possible violation of any Environmental Law relating to its operations on the LEASED PREMISES or at the Airport.

b. If RAINBOW is deemed to be a generator of hazardous waste, as defined by applicable law, RAINBOW shall obtain an EPA identification number and the appropriate generator permit and shall comply with all Environmental Laws applicable to a generator of hazardous waste including, but not limited to, ensuring that the appropriate transportation and disposal of such materials are conducted in full compliance with Environmental Law.

c. RAINBOW shall maintain an accurate inventory list (including quantities) of all such Hazardous Materials, whether stored, disposed of, or recycled, available at all times for inspection at any time on the LEASED PREMISES by City officials and also by Fire Department Officials or regulatory personnel having jurisdiction over the LEASED PREMISES, for implementation of proper storage, handling, and disposal procedures.

d. Notification of all activities relating to Hazardous Materials by RAINBOW shall be provided on a timely basis to City or such other agencies as required by Applicable Law. RAINBOW agrees that a twenty-four (24) hour emergency coordinator and phone number shall be furnished to City and to such applicable Governmental Authorities in case of any spill, leak, or other emergency situation involving Hazardous Materials. Designation of this emergency coordination may be required by Environmental Laws. RAINBOW agrees to provide City copies of all permit application materials, permits, monitoring reports, environmental response plans, and regulated materials storage and disposal plans related to the LEASED PREMISES.

e. If City receives a notice from any Governmental Authority asserting a violation by RAINBOW of RAINBOW's covenants and agreements contained

herein, or if City otherwise has reasonable grounds upon which to believe that such a violation has occurred, City shall have the right, but not the obligation, to contract, at RAINBOW's sole cost and expense, for the services of persons ("Site Reviewers") to enter the LEASED PREMISES and perform environmental site assessments for the purpose of determining whether there exists any environmental condition that could result in any liability, cost or expense to City.

f. If RAINBOW receives a Notice of Violation or similar enforcement action or notice of noncompliance, RAINBOW shall provide a copy of same to City within twenty-four (24) hours of receipt by RAINBOW or RAINBOW's agent.

g. Within the last sixty (60) days of the Term or within sixty (60) days after earlier AGREEMENT termination, City shall have the right to have an environmental inspection performed to determine the status of any Hazardous Materials, including, but not limited to asbestos, PCBs, PFAS, and urea formaldehyde, and radon gas existing on the LEASED PREMISES or whether any said substances have been generated, released, stored or deposited over, or then exist beneath or on the LEASED PREMISES from any source. RAINBOW hereby expressly agrees to indemnify and hold City and each City Party harmless from and against any and all liability for fines and physical damage to property or injury or death to persons, including reasonable expense and attorney's fees, to the extent arising from or resulting out of, or in any way caused by, RAINBOW's failure to comply with any and all applicable Environmental Laws. RAINBOW understands that this indemnification is in addition to and is a supplement of RAINBOW's indemnification set forth in other provisions of this Lease and RAINBOW is in full understanding to the extent of this indemnification and hereby expressly acknowledges that it has received full and adequate consideration and that City would not execute this Lease without this indemnity. This provision of the lease shall survive termination of the Lease. With regard to any contamination caused by RAINBOW, or arising by reason of RAINBOW's use or occupancy of the LEASED PREMISES, including any use or occupancy that predates this Agreement, RAINBOW shall immediately take such action as is necessary to clean up and remediate the LEASED PREMISES at its own expense in accordance with applicable Environmental Laws. The remediation must continue until the Governmental Authorities with jurisdiction have determined that no further action is necessary; it being understood and agreed that RAINBOW shall be obligated to clean-up and remediate the LEASED PREMISES to achieve such standards or clean-up levels as are

reasonably required by the City for properties at the Airport. If the City is unable to lease the LEASED PREMISES during the period of cleanup and remediation due to the environmental condition or cleanup work being performed, in addition to any other damages, RAINBOW shall be responsible for payment of lost rent or lost use to the City. The firm(s) conducting the site inspection or the site cleanup work must be qualified and approved by the City, and such approval shall not be unreasonably withheld, and the methodology used by such firm shall be consistent with the then current engineering practices and methods required by the State of Idaho or the United States government and be acceptable to City. RAINBOW understands and agrees that it is strictly liable for any environmental violation or harm, or any contamination to the soil or the water table under the LEASED PREMISES to the extent caused by RAINBOW or occurring by reason of RAINBOW's use or occupancy of the LEASED PREMISES, including any use or occupancy that predates this Agreement. Said liability shall extend beyond the term of the Lease until the LEASED PREMISES are retested and determined to be free of contamination.

h. As used in this Section 18, the capitalized terms have the following meanings:
    i. Environmental Laws shall mean and include all Federal, State of Idaho and local statutes, ordinances, regulations and rules relating to environmental quality, health, safety, contamination and clean-up, as they currently exist or may exist in the future, including, without limitation, the Clean Air Act, 42 U.S.C. §7401 et seq.; the Clean Water Act, 33 U.S.C. §1251 et seq., the Water Quality Act of 1987; the Federal Insecticide, Fungicide, and Rodenticide Act ("FIFRA"), 7 U.S.C. §136 et seq.; the Marine Protection, Research, and Sanctuaries Act, 33 U.S.C. §1401 et seq.; the Noise Control Act, 42 U.S.C. §4901 et seq.; the Resource Conservation and Recovery Act ("RCRA"), 42 U.S.C. §6901 et seq., as amended by the Hazardous and Solid Waste Amendments of 1984; the Safe Drinking Water Act, 42 U.S.C. §300f et seq.; the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), 42 U.S.C. §9601 et seq., as amended by the Superfund Amendments and Reauthorization Act, and the Emergency Planning and Community Right to Know Act, and the Radon Gas and Indoor Air Quality Research Act; the Hazardous Material Transportation Act, 49 U.S.C. §9601 et seq.; the Toxic Substance Control Act ("TSCA"), 15 U.S.C. §2601 et seq.; the Atomic

Energy Act, 42 U.S.C. §2011 et seq.; and the Nuclear Waste Policy Act of 1982, 42 U.S.C. §1010 et seq.; all State environmental protection, superlien and environmental clean-up statutes, with implementing regulations and guidelines, including but not limited to the Idaho Environmental Protection and Health Act of 1972 ("IEPHA", Title 39, Chapter 1, Idaho Code), the Idaho Hazardous Waste Management Act of 1983 ("IHWMA", Title 39, Chapter 44, Idaho Code), and all local laws, regulations and ordinances insofar as they are equivalent or similar to the Federal laws recited above or purport to regulate Hazardous Materials, and judicial precedent of each of the foregoing.

ii. Environmental Permits means any and all permits, licenses, approvals, authorizations, consents, or registrations required by applicable Environmental Laws, whether federal, state, or local, which pertain to the production, use, treatment, generation, transportation, processing, handling, disposal, or storage of Hazardous Materials.

iii. Governmental Authority means any Federal, State, county, municipal or other governmental entity (including the City in its governmental capacity), or any subdivision thereof, with authority over the Airport or aeronautical operations at or with respect to the Airport.

iv. Hazardous Materials means (1) any substance the presence of which requires or subsequently require notification, investigation or remediation under any Environmental Law; or (2) any substance that is or becomes defined as a "hazardous waste", "hazardous material", "hazardous substance", "pollutant", or "contaminant" under any Environmental Law, including, without limitation, CERCLA, RCRA, and the associated regulations; or (3) any substance that is toxic, explosive, corrosive, flammable, infectious, radioactive, carcinogenic, mutagenic, or otherwise hazardous and is or becomes regulated by any applicable Environmental Law; or (4) any substance that contains gasoline, diesel fuel, oil, or other petroleum hydrocarbons or volatile organic compounds; or (5) any substance that contains polychlorinated biphenyls ("PCBs"), per- and polyfluoroalkyl substances (PFAS), asbestos or urea formaldehyde foam insulation; or (6) any substance that contains or emits radioactive particles, waves, or materials, including, without limitation, radon gas.

19. INSPECTION
    a. The CITY may inspect the LEASED PREMISES, to include all buildings located thereon, at reasonable times. Prior to making such inspections, the CITY will provide advance informal notice to RAINBOW's management that an inspection is to be conducted by the CITY.
20. EARLY TERMINATION
    a. RAINBOW may, in its sole discretion, terminate this AGREEMENT prior to the expiration of the initial term or any extended term by granting CITY at least sixty (60) days prior notice. Such early termination may only be made if RAINBOW is in full and absolute compliance with all terms and conditions of the AGREEMENT at the time early termination is exercised, the determination of which shall be in the CITY's reasonable discretion.
21. SURRENDER OF POSSESSION
    a. RAINBOW shall, on the last day of the term of this AGREEMENT, or on earlier termination and forfeiture of the AGREEMENT, peacefully and quietly surrender and deliver the LEASED PREMISES to the CITY free of subtenancies. Any trade fixtures remaining on the LEASED PREMISES after possession is surrendered shall be deemed abandoned and become the property of the CITY without any payment or offset thereof. RAINBOW further agrees that any buildings or permanent improvements constructed on the LEASED PREMISES shall, upon termination thereof, become the property of the CITY.
22. HOLDING OVER
    a. RAINBOW shall not hold over. If RAINBOW holds over, CITY and RAINBOW agree that RAINBOW will be only a tenant at will of the CITY.
23. ASSIGNMENT, MORTGAGE, OR SUBLEASE
    a. RAINBOW shall not assign, sublease, subcontract, mortgage, or encumber this AGREEMENT and any or all of the obligations required by the Minimum Standards for Commercial Aeronautical Activity to be performed by RAINBOW hereunder, without the prior written consent of the CITY, which consent the CITY shall not unreasonably withhold. In the event of the sale or assignment of this AGREEMENT, the sublease of all or a substantial portion of the LEASED PREMISES and/or Fixed Base Operator services and operations ("ASSIGNMENT"), the CITY may require that such purchaser, assignee, subtenant, or contracting party comply with local ordinances related to airport commercial operations before consenting to an assignment.

b. Permitted Sublease to Aero Mark, Inc. - Notwithstanding any provision of this AGREEMENT to the contrary, CITY hereby consents to RAINBOW's right to sublease all or a portion of the LEASED PREMISES to Aero Mark, Inc., an Idaho corporation, with a principal address of 1940 International Way, Idaho Falls, ID 83402-4908, without the need for further written consent from CITY. Said sublease shall be subject to and consistent with the terms and conditions of this AGREEMENT and RAINBOW shall remain fully responsible for the performance of all obligations under this AGREEMENT, notwithstanding any such sublease. Any such sublease to Aero Mark, Inc., to be effective, shall be first submitted to CITY for review and approval, which approval will not be unreasonably withheld, prior to any such sublease being signed by RAINBOW and Aero Mark, Inc. Any such sublease to Aero Mark, Inc., shall subject Aero Mark, Inc., to the same terms and conditions applicable to RAINBOW under this AGREEMENT and provide that, in the event of RAINBOW's default, Aero Mark, Inc., shall be responsible for discharging all of RAINBOW's obligations under this AGREEMENT, including but not limited to the payment of rent.

24. ATTORNEY'S FEES AND COSTS

a. If CITY or RAINBOW must take action to enforce the terms of this AGREEMENT, the party that does not prevail in such action shall pay the reasonable attorney's fees and court costs of the party the does prevail.

25. NOTICES

a. All notices to be given with respect to this AGREEMENT shall be in writing. Each notice shall be sent by registered or certified mail, postage prepaid and return receipt requested to the party to be notified at the address set forth below or at such other address as either party may, from time to time, designate in writing. Every notice shall be deemed to have been given at the time it shall be deposited in the United States Postal Service mail in the manner prescribed. Nothing contained herein shall be construed to preclude personal service of any notice in the manner prescribed for personal service of a summons or other legal process:

i. CITY:
Airport Director
Idaho Falls Regional Airport
2140 N. Skyline Drive, #12
Idaho Falls, ID 83402

ii. RAINBOW:
Rainbow Investments, LLC
1940 International Way
Idaho Falls, ID 83402-4908

26. DEFAULT

a. In the event that RAINBOW shall file or have filed against it a petition under the Bankruptcy Act, or shall make as assignment for the benefit of creditors, become insolvent, or fail to fully and faithfully comply with the terms and provisions hereof, then and in such event, RAINBOW shall be deemed to be in default of this AGREEMENT, and in the event RAINBOW shall fail to cure such default withing thirty (30) days after written notice shall have been given to them by CITY in a manner provided herein below, the CITY may elect to terminate this AGREEMENT or alternatively or in addition thereto, the CITY may pursue any other remedies at law or in equity to enforce the performance of this AGREEMENT or to recover damages for the breach thereof. Such notice shall generally set forth the nature of the default claimed by CITY.

b. Each of the following events shall constitute a default on the part of RAINBOW:

i. *Voluntary Bankruptcy* – if RAINBOW or any successor or assignee of RAINBOW while in possession shall file a petition in bankruptcy or insolvency or for reorganization under any bankruptcy act or shall voluntarily take advantage of any such act by answer or otherwise or shall make an assignment of the benefit of creditors.

ii. *Involuntary Bankruptcy* – If involuntary proceedings under any bankruptcy law or insolvency act shall be instituted against RAINBOW or if a receiver or trustee shall be appointed of all or substantially all RAINBOW's property, and such proceedings shall not be dismissed or the receivership or trusteeship vacated within ten (10) days after the institution or appointment.

iii. *Default in Payment of Rent* – If RAINBOW fails to pay the CITY rent as billed under the terms of this AGREEMENT and does not pay rent within sixty (60) days after notice of default in payment of rent is sent by the CITY to RAINBOW.

iv. *Failure to Cure Other Defaults* – If RAINBOW fails to perform or comply with other conditions of this AGREEMENT and if such nonperformance shall continue for a period of sixty (60) days after notice thereof in writing by the CITY to RAINBOW or if the performance

cannot be reasonably had within the sixty (60) day period, RAINBOW shall not in good faith have commenced performance within the sixty (60) day period and shall not diligently proceed to completion of performance.

v. *Abandonment* – If RAINBOW shall vacate or abandon the premises in whole.

c. In the event of a default, the CITY may elect to terminate this AGREEMENT or alternatively or in addition thereto, the CITY may pursue any other remedies at law or in equity to enforce the performance of this AGREEMENT or to recover damages for the breach thereof.

27. NONDISCRIMINATION

a. RAINBOW agrees to comply with the Required Federal Provisions, attached as Exhibit I.

28. NON-EXCLUSIVE RIGHTS

a. It is understood and agreed that nothing herein contained shall be construed to grant or authorize the granting of an "exclusive right" to RAINBOW within the meaning of 49 U.S.C. §§ 40103(e) and 47107(a)(4), as interpreted by the FAA.

29. WAR AND NATIONAL EMERGENCY

a. This AGREEMENT and all the provisions hereof shall be subject to whatever right the United States has affecting the control, operation, regulation, and taking over of the AIRPORT or the exclusive or nonexclusive use of said airport by the United States during the time of war or national emergency.

30. LEASE SUBORDINATE TO AGREEMENTS WITH UNITED STATES OF AMERICA

a. This AGREEMENT is subject and subordinate to the terms, reservations, restrictions, and conditions of any existing or future agreements between CITY and the United States of America, the execution of which has been or may be required as a condition precedent to the transfer of federal rights or property to the CITY for purposes of the AIRPORT, and the expenditures of federal funds or the extension, expansion, or development of the AIRPORT.

31. AERIAL APPROACHES

a. CITY reserves the right to take any action it considers as necessary to protect the aerial approaches of the AIRPORT against any obstruction which would limit the usefulness of the AIRPORT or constitute a hazard to aircraft or which would otherwise interfere with the safe or efficient operation of the AIRPORT.

32. NOTICE OF OFFICIAL ACTION

a. The CITY may develop and implement rules and regulations concerning the operation of the AIRPORT, including rules and regulations relating to aircraft

and motor vehicle access to and from any of the areas described herein, and further regulating aircraft and motor vehicle parking and traffic control. The CITY shall notify RAINBOW at least five (5) working days in advance of the date when any rule or regulation concerning such matters is to be considered or acted upon by the City Council of the CITY. The CITY shall allow sufficient time on the agenda of such meetings, if so requested by RAINBOW, to allow RAINBOW to present its position at such meeting.

33. RESERVATION OF EASEMENTS
    a. The CITY retains the right to install, repair, or construct sewer lines, electric power lines and similar utility lines over and across the LEASED PREMISES. The rights contained in the preceding sentence will be exercised by the CITY in a manner that is not unreasonably disruptive to RAINBOW's business. In addition, the right is reserved by the CITY for the benefit of the LEASED PREMISES for such individuals to have the right of reasonable ingress and egress across the LEASED PREMISES.
34. SIGNS
    a. All exterior signs installed by RAINBOW on the premises must first be approved by the CITY's Airport Director, which approval will not be unreasonably withheld.
35. CERTIFICATION OF NO CHINESE OWNERSHIP
    a. Pursuant to Idaho Code § 67-2359, RAINBOW certifies that RAINBOW 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.
36. ANTI-BOYCOTT AGAINST ISRAEL
    a. Pursuant to Idaho Code section 67-2346, if payments under this AGREEMENT exceed one hundred thousand dollars ($100,000) and RAINBOW employs ten (10) or more persons, RAINBOW 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.
37. ANTI-BOYCOTT OF CERTAIN SECTORS
    a. Pursuant to Idaho Code § 67-2347A, if payments under this AGREEMENT exceed one hundred thousand dollars ($100,000) and RAINBOW employs ten (10) or more persons, RAINBOW 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.

38. WAIVER/INVALIDITY
    a. If CITY or RAINBOW waives a breach of this AGREEMENT, such waiver shall not be construed as a waiver of any other simultaneous or subsequent breach of this AGREEMENT. If any provision of this AGREEMENT is found invalid, such invalidity shall not affect the enforceability of any other term or provision of this AGREEMENT.
39. HEADINGS
    a. Headings used in this AGREEMENT are for ease of reference. The headings should not be construed as adding to or limiting the terms of this AGREEMENT or the rights of the CITY or RAINBOW.
40. INTERPRETATION OF AGREEMENT
    a. This AGREEMENT has been mutually drafted and reviewed by legal counsel for both parties hereto. In the event of any ambiguity in the terms and conditions hereof, no adverse construction shall be drawn against the drafter hereof, it being the parties' intention that this Agreement be construed solely in accordance with the parties' intent as may be evidenced by any extrinsic circumstances demonstrating such intent.
41. BINDING EFFECT
    a. This AGREEMENT shall be binding upon the heirs, successors, personal representatives or assigns of the CITY and RAINBOW.
42. FORCE MAJEURE
    a. If either CITY or RAINBOW shall be delayed or prevented from the performance of any act required hereunder by reason of acts of God, strikes, lockouts, pandemics, concerted labor actions, inability to procure materials, restrictive governmental laws or regulations, without fault and beyond the control of the party obligated, performance of such act shall be excused for the period of the delay; and the period of performance for such act shall be extended for a period equivalent to the period of such delay.
43. APPLICABLE LAW
    a. The AGREEMENT shall be governed and construed according to the laws of the State of Idaho.

44. PUBLIC RECORD LAWS

a. RAINBOW acknowledges and agrees that this AGREEMENT is subject to public disclosure as a public record, pursuant to the Idaho Public Records Act, Idaho Code Title 74, Chapter 1.

45. AMENDMENTS/COMPLETE AGREEMENT

a. This AGREEMENT may only be amended by written agreement executed by the CITY and RAINBOW and attached to this AGREEMENT. This writing evidences the complete and entire agreement of the CITY and RAINBOW, and no other statement, representation, or understanding, whether oral or written, shall be binding upon the CITY and RAINBOW unless expressly stated in this AGREEMENT.

b. Without in any way limiting the foregoing, the CITY and RAINBOW further agree that the May 11, 2007, AIRPORT LEASE AGREEMENT and the September 29, 2006, AERO MARK FBO LEASE AGREEMENT, as amended, shall be null and void and have no further force and effect after the last date this AGREEMENT is signed by either CITY or RAINBOW.

IN WITNESS WHEREOF, the CITY and RAINBOW have hereunto set their hands and seals the day and year first written above.

ATTEST:

Emily Geisler
City Clerk

CITY OF IDAHO FALLS

Rebecca L. Noah Casper, PhD.
Mayor

RAINBOW INVESTMENTS, LLC

Robert Hoff
Partner

STATE OF IDAHO)

) ss:

County of _____)

On this ____ day of _____, 20__, before me, the undersigned, a notary public, in and for said State, personally appeared Rebecca L. Noah Casper known to me to be the Mayor of the City of Idaho Falls, the municipal corporation that executed the foregoing document, and acknowledged to me that such City executed the same.

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

(SEAL)

_____

Notary Public of Idaho

Residing at: _____

My Commission Expires: _____

STATE OF IDAHO)

) ss:

County of Bonneville)

On this 4th day of December, 2025, before me, the undersigned, a notary public, in and for said State, personally appeared Robert Hoff, whose name is subscribed to the within instrument and acknowledged to me that she is authorized to execute the same.

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

(SEAL)

MATTHEW LEE
COMMISSION NO. 20220647
NOTARY PUBLIC
STATE OF IDAHO
MY COMMISSION EXPIRES 02/07/2028

M. L.

Notary Public of Idaho

Residing at: Idaho Falls

My Commission Expires: 2/7/28

EXHIBIT "A"

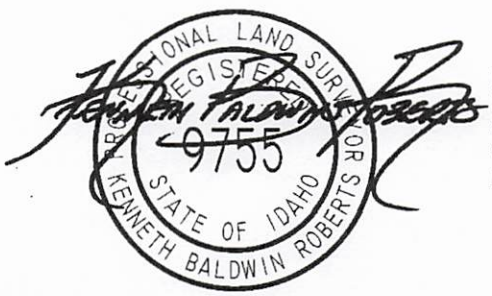
1885 Borah Avenue

A parcel of land lying in a portion of the South ½ of Section 11, and the North ½ of Section 14, Township 2 North, Range 37 East of the Boise Meridian, Bonneville County, Idaho, described as follows:

COMMENCING at the southeast corner of said Section 11; THENCE S 89°54'28" W, 1,620.48 feet along the south line of said Section 11; THENCE N 00°05'32" W, 409.86 feet to the **TRUE POINT OF BEGINNING**; THENCE N 89°12'18" W, 56.58 feet; THENCE N 03°12'01" E, 62.75 feet; THENCE N 86°35'49" W, 81.92 feet; THENCE N 87°39'34" W, 117.16 feet; THENCE S 38°50'38" W, 246.80 feet; THENCE S 53°09'56" E, 7.11 feet; THENCE S 39°02'23" W, 120.43 feet; THENCE S 35°58'38" W, 149.45 feet; THENCE N 51°31'56" W, 20.98 feet; THENCE S 37°57'00" W, 73.47 feet; THENCE S 52°03'00" E, 1.60 feet; THENCE S 37°54'26" W, 310.00 feet; THENCE N 52°03'27" W, 126.93 feet; THENCE S 37°56'33" W, 412.23 feet; THENCE N 52°47'11" W, 197.87 feet; THENCE N 37°56'33" E, 886.80 feet; THENCE S 52°47'11" E, 16.87 feet; THENCE N 37°55'11" E, 893.41 feet; THENCE S 52°12'46" E, 189.14 feet; THENCE S 16°38'58" W, 28.57 feet; THENCE S 36°55'11" W, 79.40 feet; THENCE S 78°54'55" E, 37.13 feet to the point of a non-tangent curve to the left; THENCE Southerly along said curve having a radius of 287.83 feet, the chord of which bears S 04°53'02" E 106.21 feet, having a central angle of 21°15'50", for an arc distance of 106.82 feet; THENCE along a line non-tangent to said curve, S 22°15'13" E, 55.48 feet; THENCE S 24°50'24" E, 111.22 feet; THENCE S 66°30'09" W, 21.08 feet to the point of a non-tangent curve to the right; THENCE Southerly along said curve having a radius of 485.75 feet, the chord of which bears S 16°30'49" E 107.34 feet, having a central angle of 12°41'13", for an arc distance of 107.56 feet; THENCE along a line non-tangent to said curve, S 00°54'37" E, 54.93 feet to the **TRUE POINT OF BEGINNING**.

Containing 542,499.85 square feet or 12.4541 acres, more or less.

The basis of bearings for this description relates directly to the monumented south line of said Section 11 reported hereon as "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.



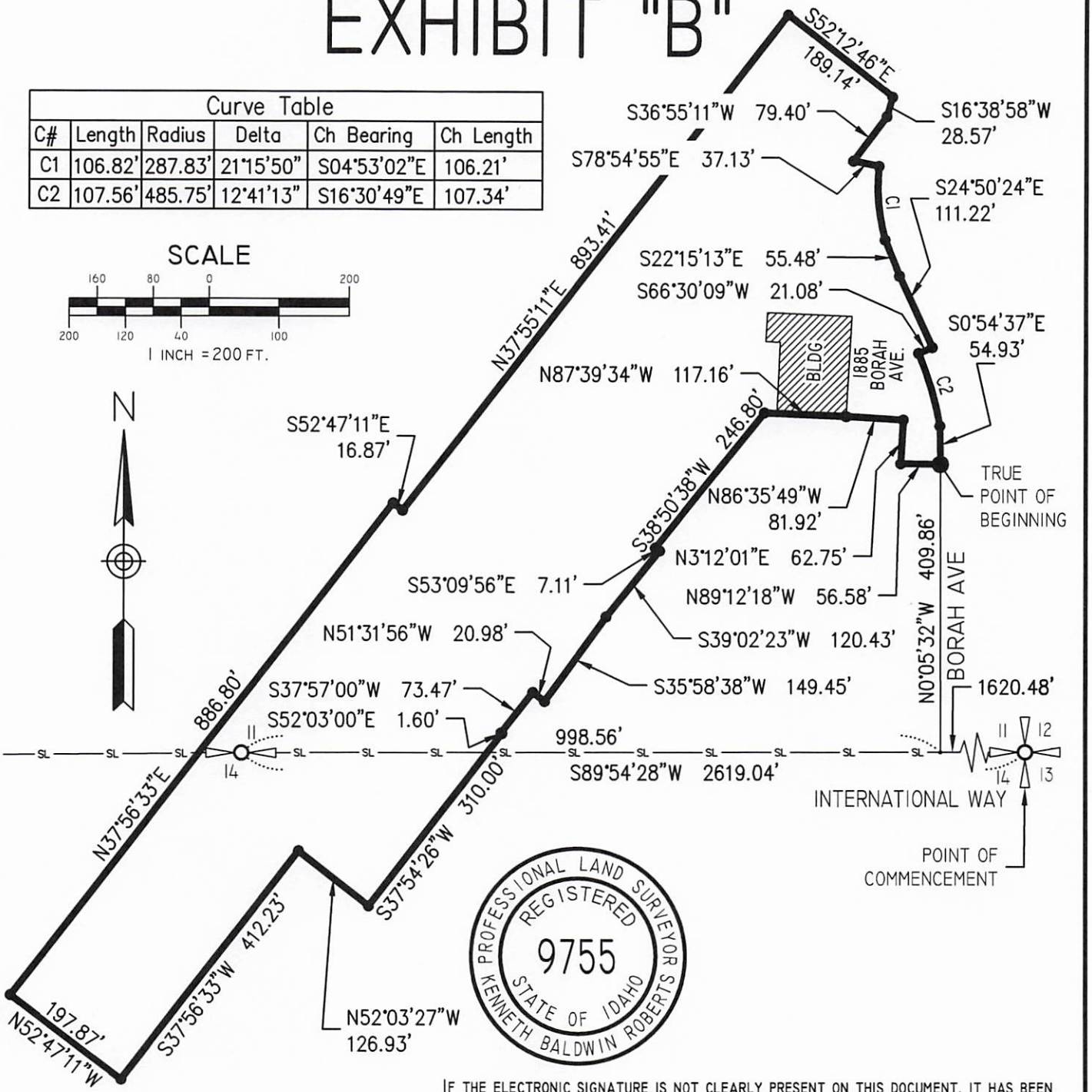
Digitally signed by Kenneth B Roberts
Location: City of Idaho Falls Engineering Division,
380 Constitution Way, Idaho Falls ID 83402
Contact Info: PLS9755 kroberts@idahofalls.gov
Date: 2025.12.03 09:18:34-07'00'

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E:\6-SURVEY BY DEPARTMENT\AIR\2025 AIRPORT LEASES\1885 BORAH AVE - HOFF\1885 BORAH AVE EXHIBIT A_R1.docx

EXHIBIT "B"

Curve Table					
C#	Length	Radius	Delta	Ch Bearing	Ch Length
C1	106.82'	287.83'	21°15'50"	S04°53'02"E	106.21'
C2	107.56'	485.75'	12°41'13"	S16°30'49"E	107.34'



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AREA TABLE

BUILDINGS: 15,027 SQUARE FEET
OUTSIDE AREA: 527,473 SQUARE FEET
TOTAL AREA: 542,500 SQUARE FEET

IDAHO FALLS PUBLIC WORKS

HANGAR LEASE SKETCH
1885 BORAH AVENUE
LEASE DESCRIPTION
OVERLAY EXHIBIT B
S ½ SEC 11 & N ½ SEC 14
T2N R37E., BM

DWG: E:\6-SURVEY BY DEPARTMENT\AIR\PROPERTY MAPS\AIRPORT HANGARS FOOTE DR PH 5.DWG

SCALE:	PROJ. NO.	PLOT DATE:	SHEET NO.
1"=200'	183-1	12-03-2025	1 OF 1

E:\6-SURVEY BY DEPARTMENT\AIR\PROPERTY MAPS\Airport Hangars Foote Dr Ph 5.dwg, 12/3/2025 9:19:25 AM

EXHIBIT "C"

2000 International Way

A parcel of land lying in a portion of the Southeast ¼ of Section 11 and the Northeast ¼ of Section 14, Township 2 North, Range 37 East of the Boise Meridian, Bonneville County, Idaho, described as follows:

COMMENCING at the North ¼ corner of said Section 14; THENCE N 89°54'28" E, 280.70 feet along the north line of said Section 14; THENCE S 00°05'32" E, 91.12 feet to the **TRUE POINT OF BEGINNING**; THENCE N 37°52'59" E, 150.00 feet; THENCE N 52°03'00" W, 1.60 feet; THENCE N 37°57'00" E, 50.00 feet; THENCE S 52°03'00" E, 42.86 feet; THENCE N 39°38'30" E, 23.09 feet; THENCE S 51°31'56" E, 206.19 feet to a point of curve to the right; THENCE Southerly along said curve having a radius of 13.00 feet, the chord of which bears S 06°49'18" E 18.29 feet, having a central angle of 89°25'16", for an arc a distance of 20.29 feet; THENCE S 37°53'20" W, 208.23 feet; THENCE N 52°03'00" W, 261.04 feet to the **TRUE POINT OF BEGINNING**.

Containing 57,100.31 square feet or 1.3108 acres, more or less.

The basis of bearings for this description relates directly to the monumented south line of said Section 11 reported hereon as "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.

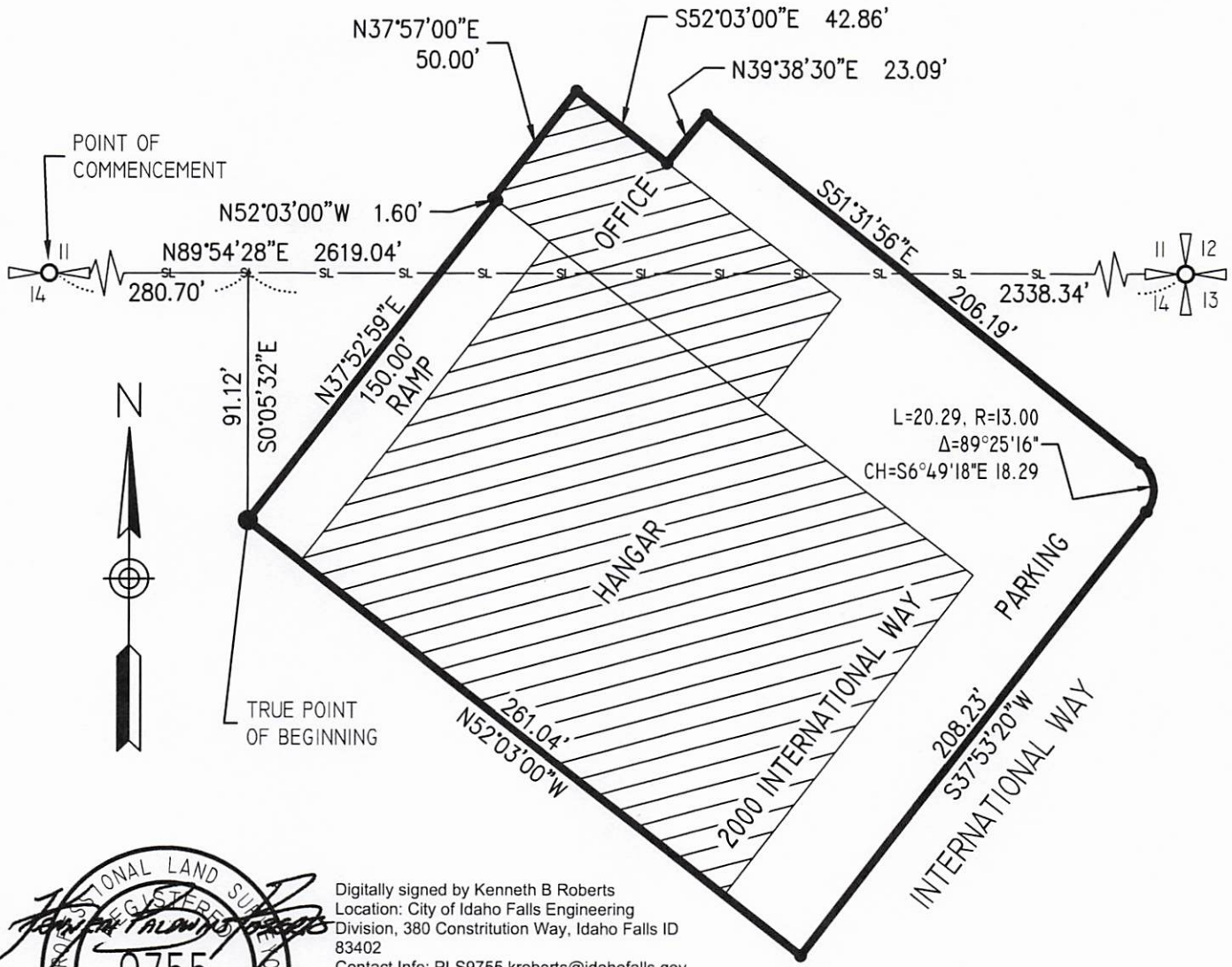


Digitally signed by Kenneth B Roberts
Location: City of Idaho Falls Engineering Division,
380 Constritution Way, Idaho Falls ID 83402
Contact Info: PLS9755 kroberts@idahofalls.gov
Date: 2025.08.28 09:32:43-06'00'

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E:\6-SURVEY BY DEPARTMENT\AIR\2025 AIRPORT LEASES\2000 INTERNATIONAL WAY - AREOMARK HOFF\2000 INTERNATIONAL WAY EXHIBIT A.docx

EXHIBIT "D"



PROFESSIONAL LAND SURVEYOR REGISTERED
KENNETH BALDWIN ROBERTS
9755
STATE OF IDAHO

Digitally signed by Kenneth B Roberts
Location: City of Idaho Falls Engineering Division, 380 Constitution Way, Idaho Falls ID 83402
Contact Info: PLS9755 kroberts@idahofalls.gov
Date: 2025.08.28 10:22:04-06'00'

SCALE

48 24 0 60
60 36 12 30
1 INCH = 60 FT.

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AREA TABLE

BUILDINGS: 36,250 SQUARE FEET
OUTSIDE AREA: 20,850 SQUARE FEET
TOTAL AREA: 57,100 SQUARE FEET

IDAHO FALLS PUBLIC WORKS

HANGAR LEASE SKETCH
2000 INTERNATIONAL WAY
LEASE DESCRIPTION
OVERLAY EXHIBIT D
SE¼ SEC 11 & NE¼ SEC 14
T2N R37E., BM

DWG: E:\6-SURVEY BY DEPARTMENT\AIR\PROPERTY MAPS\AIRPORT HANGARS FOOTE DR PH 5.DWG

SCALE:	PROJ. NO.	PLOT DATE:	SHEET NO.
1" = 60'	183-1	08-28-2025	1 OF 1

E:\6-SURVEY BY DEPARTMENT\AIR\PROPERTY MAPS\Airport Hangars Foote Dr Ph 5.dwg, 8/28/2025 10:20:58 AM

EXHIBIT "E"

1910 Borah Avenue

A parcel of land lying in a portion of the Southeast ¼ of Section 11, Township 2 North, Range 37 East of the Boise Meridian, Bonneville County, Idaho, described as follows:

COMMENCING at the Southeast corner of said Section 11; THENCE S 89°54'28" W, 1,519.77 feet along the south line of said Section 11; THENCE N 00°05'32" W, 660.40 feet to an angle point in a fence line, said point being the **TRUE POINT OF BEGINNING**; THENCE N 56°21'26" W, 85.19 feet along said fence line to an angle point in said fence; THENCE N 22°13'39" E, 51.97 feet along said fence line to an angle point in said fence; THENCE S 84°31'54" E, 33.95 feet along said fence line to an angle point in said fence; THENCE S 57°10'37" E, 83.10 feet along said fence line to an angle point in said fence; THENCE S 33°57'28" W, 50.78 feet along said fence line to an angle point in said fence; THENCE S 78°26'17" W, 24.49 feet along said fence line to the **TRUE POINT OF BEGINNING.**

Containing 6,954.07 square feet or 0.1596 acres, more or less.

The basis of bearings for this description relates directly to the monumented south line of said Section 11 reported hereon as "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.

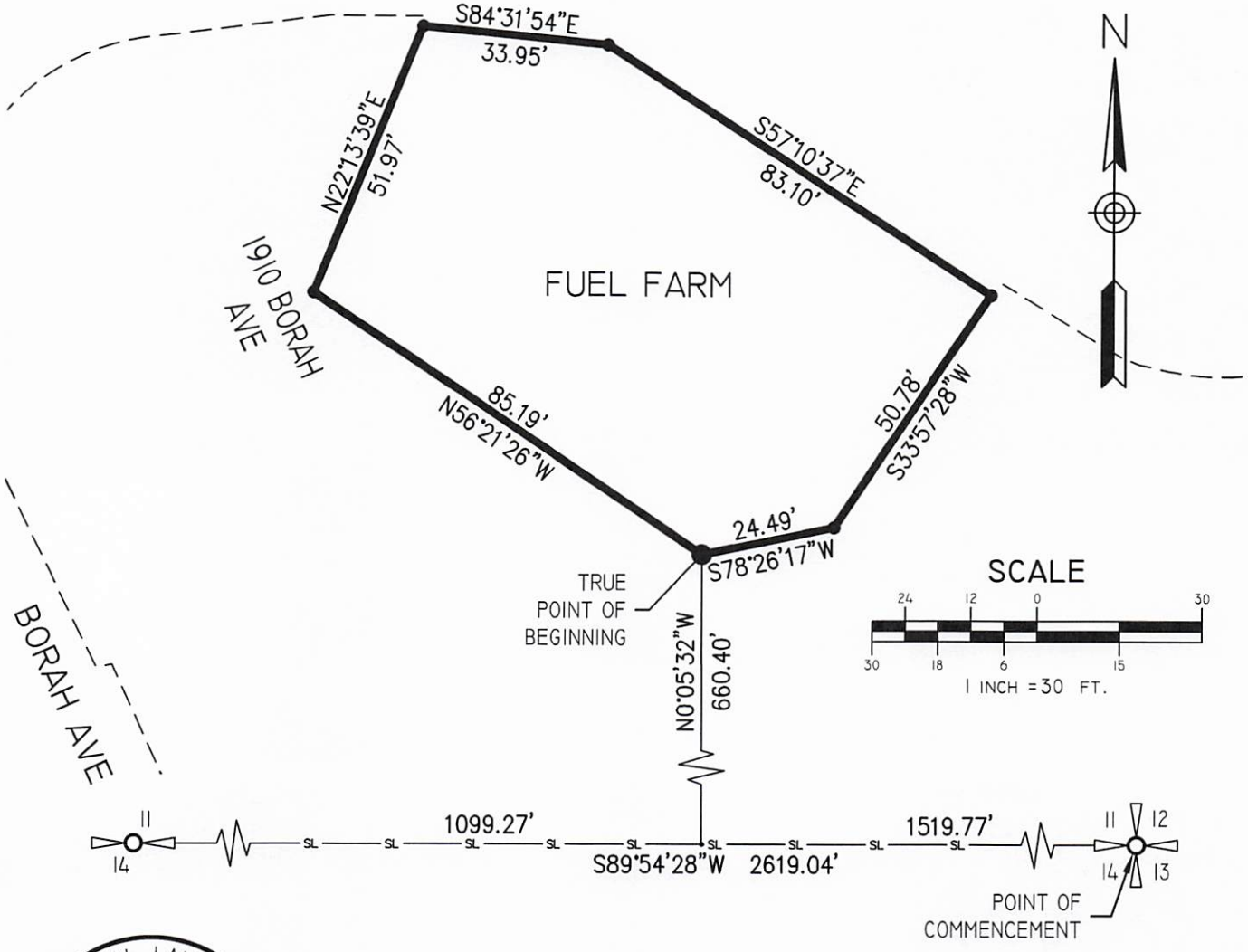


Digitally signed by Kenneth B Roberts
Location: City of Idaho Falls Engineering Division, 380 Constitution Way, Idaho Falls ID 83402
Contact Info: PLS9755 kroberts@idahofalls.gov
Date: 2025.08.28 09:48:35-06'00'

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E:\6-SURVEY BY DEPARTMENT\AIR\2025 AIRPORT LEASES\1910 BORAH AVE\1910 BORAH AVE EXHIBIT E.docx

EXHIBIT "F"



PROFESSIONAL LAND SURVEYOR
REGISTERED
9755
STATE OF IDAHO
KENNETH BALDWIN ROBERTS

Digitally signed by Kenneth B Roberts
Location: City of Idaho Falls Engineering Division,
380 Constitution Way, Idaho Falls ID 83402
Contact Info: PLS9755 kroberts@idahofalls.gov
Date: 2025.08.28 09:46:52-06'00'

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THE FENCE CORNERS OF THE EXISTING FUELING COMPOUNT AT THE TIME OF THIS DOCUMENT'S CREATION SERVE AS THE MONUMENTED POSITION OF THE LEASE LINE.

AREA TABLE

TOTAL AREA: 6954 SQUARE FEET

IDAHO FALLS PUBLIC WORKS

FUEL FARM SKETCH
1910 BORAH AVENUE
LEASE DESCRIPTION
OVERLAY EXHIBIT F
SE ¼ SEC. 11
T2N R37E., BM

DWG: E:\6-SURVEY BY DEPARTMENT\AIR\PROPERTY MAPS\AIRPORT HANGARS FOOTE DR PH 5.DWG

SCALE:	PROJ. NO.	PLOT DATE:	SHEET NO.
1"=30'	183-1	08-28-2025	1 OF 1

E:\6-SURVEY BY DEPARTMENT\AIR\PROPERTY MAPS\Airport Hangars Foote Dr Ph 5.dwg, 8/28/2025 9:46:03 AM

EXHIBIT "G"

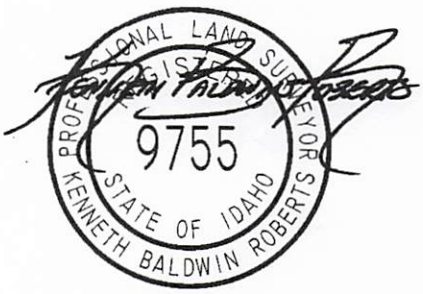
2235 Foote Drive

A parcel of land lying in a portion of the Southwest ¼ of Section 12, Township 2 North, Range 37 East of the Boise Meridian, Bonneville County, Idaho, described as follows:

COMMENCING at the southwest corner of said Section 12; THENCE N 00°00'43" E, 1,722.63 feet along the west line of said Section 12; THENCE S 89°59'17" E, 736.42 feet to an angle point in a fence line, said point being the **TRUE POINT OF BEGINNING**; THENCE N 04°43'34" E, 14.09 feet along said fence line to an angle point in said fence; THENCE N 42°28'02" E, 16.50 feet along said fence line to an angle point in said fence; THENCE S 88°01'09" E, 4.52 feet along said fence line to a point on the westerly edge of a concrete pad; THENCE N 03°29'29" E, 3.89 feet along said westerly edge to a northwest corner of said concrete pad; THENCE S 87°32'48" E, 13.94 feet along the northerly edge of said concrete pad to a northeasterly corner of said concrete pad; THENCE S 02°50'09" W, 3.96 feet along an easterly edge of said concrete pad to a point in said fence line; THENCE S 83°40'56" E, 4.10 feet along said fence line to an angle point in said fence; THENCE S 23°58'53" E, 15.52 feet along said fence line to an angle point in said fence; THENCE S 04°54'03" W, 13.84 feet along said fence line to an angle point in said fence; THENCE N 85°40'03" W, 40.11 feet along said fence line to the **TRUE POINT OF BEGINNING**.

Containing 1,036.13 square feet or 0.0238 acres, more or less.

The basis of bearings for this description relates directly to the monumented west line of said Section 12 reported hereon as "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.

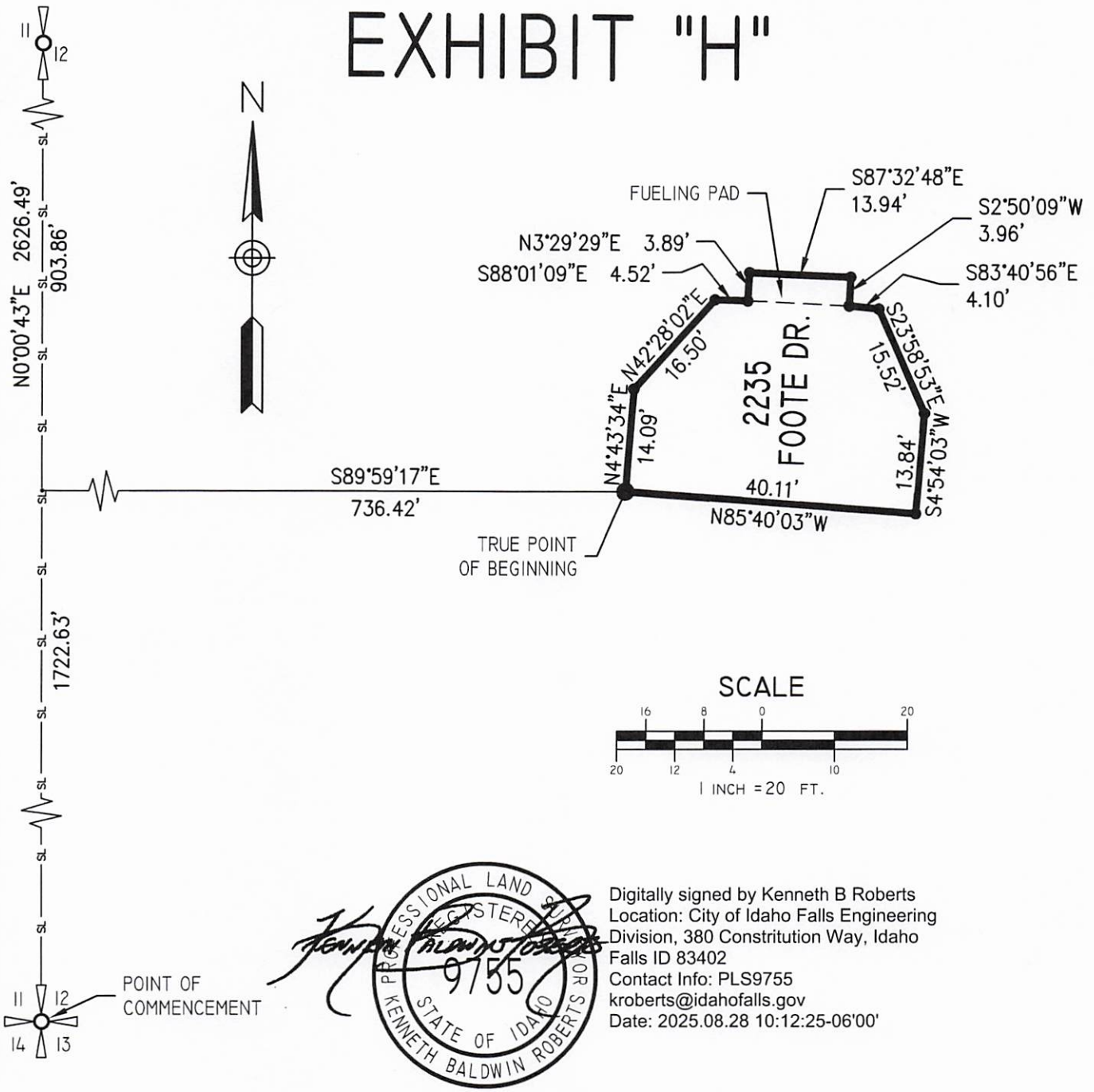


Digitally signed by Kenneth B Roberts
Location: City of Idaho Falls Engineering Division,
380 Constitution Way, Idaho Falls ID 83402
Contact Info: PLS9755 kroberts@idahofalls.gov
Date: 2025.08.28 10:15:39-06'00'

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E:\6-SURVEY BY DEPARTMENT\AIR\2025 AIRPORT LEASES\2235 FOOTE DR\2235 FOOTE DR EXHIBIT G.docx

EXHIBIT "H"



PROFESSIONAL LAND SURVEYOR REGISTERED 9755 STATE OF IDAHO KENNETH BALDWIN ROBERTS

Digitally signed by Kenneth B Roberts
Location: City of Idaho Falls Engineering Division, 380 Constrtitution Way, Idaho Falls ID 83402
Contact Info: PLS9755
kroberts@idahofalls.gov
Date: 2025.08.28 10:12:25-06'00'

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THE FENCE CORNERS OF THE EXISTING FUELING COMPOUNT AND THE CORNERS OF THE CONCRETE FUELING PAD AT THE TIME OF THIS DOCUMENT'S CREATION SERVE AS THE MONUMENTED POSITION OF THE LEASE LINE.

AREA TABLE

TOTAL AREA: 1036 SQUARE FEET

IDAHO FALLS PUBLIC WORKS

FUEL FARM SKETCH
2235 FOOTE DRIVE
LEASE DESCRIPTION
OVERLAY EXHIBIT H
SW ¼ SEC. 12
T2N R37E., BM

DWG: E:\6-SURVEY BY DEPARTMENT\AIR\PROPERTY MAPS\AIRPORT HANGARS FOOTE DR PH 5.DWG

SCALE:	PROJ. NO.	PLOT DATE:	SHEET NO.
1"=20'	183-1	08-28-2025	1 OF 1

E:\6-SURVEY BY DEPARTMENT\AIR\PROPERTY MAPS\Airport Hangars Foote Dr Ph 5.dwg, 8/28/2025 10:11:24 AM

EXHIBIT I

REQUIRED FEDERAL PROVISIONS

1. **Compliance with Nondiscrimination Provisions.** During the performance of this Agreement, RAINBOW, for itself, its assignees, and successors in interest (hereinafter collectively referred to as "RAINBOW") agrees as follows:
2. **Compliance with Regulations:** RAINBOW will comply with the Title VI List of Pertinent Nondiscrimination Acts And Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this Agreement.
3. **Non-discrimination:** RAINBOW, with regard to the work performed by it during the term of this Agreement, will not discriminate on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in the selection and retention of contractors, including procurements of materials and leases of equipment. RAINBOW will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
4. **Solicitations for Agreements, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by RAINBOW for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential contractor or supplier will be notified by RAINBOW of RAINBOW's obligations under this Agreement and the Nondiscrimination Acts And Authorities on the grounds of race, color, or national origin.
5. **Information and Reports:** RAINBOW will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts And Authorities and instructions. Where any information required of RAINBOW is in the exclusive possession of another who fails or refuses to furnish the information, RAINBOW will so certify to LESSOR or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
6. **Sanctions for Noncompliance:** In the event of RAINBOW's noncompliance with the Non-discrimination provisions of this contract, LESSOR will impose such

sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to withholding payments to RAINBOW under the Agreement until RAINBOW complies, and/or cancelling, terminating, or suspending the Agreement, in whole or in part.

7. **Incorporation of Provisions:** RAINBOW will include the provisions of paragraphs one through six of this Exhibit I, in every contract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. RAINBOW will take action with respect to any contract or procurement as LESSOR or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if RAINBOW becomes involved in, or is threatened with litigation by a contractor, or supplier because of such direction, RAINBOW may request LESSOR to enter into any litigation to protect the interests of LESSOR. In addition, RAINBOW may request the United States to enter into the litigation to protect the interests of the United States.
8. **Real Property Acquired or Improved Under the Airport Improvement Program.** RAINBOW for itself, its heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that in the event facilities are constructed, maintained, or otherwise operated on the property described in this Agreement for a purpose for which a Federal Aviation Administration activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, RAINBOW will maintain and operate such facilities and services in compliance with all requirements imposed by the Nondiscrimination Acts and Regulations listed in the Pertinent List of Nondiscrimination Authorities (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.
9. **Construction/Use/Access to Real Property Acquired Under the Activity, Facility or Program.** RAINBOW for itself, its heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, and (3) that RAINBOW will furnish its

services in compliance with all other requirements imposed by or pursuant to the List of Nondiscrimination Acts And Authorities.

10. **Title VI List of Pertinent Nondiscrimination Acts and Authorities.** During the performance of this Agreement, RAINBOW, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:
    a. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
    b. 49 CFR Part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
    c. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
    d. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
    e. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
    f. Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
    g. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
    h. Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR Parts 37 and 38;
    i. The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);

j. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
k. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100); and
l. Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

11. **General Civil Rights Provision.** In all its activities within the scope of its airport program, RAINBOW agrees to comply with pertinent statutes, Executive Orders, and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964. If RAINBOW transfers its obligation to another, the transferee is obligated in the same manner as RAINBOW. The above provision obligates RAINBOW for the period during which the property is owned, used or possessed by RAINBOW and the airport remains obligated to the Federal Aviation Administration.
12. **Right of Re-entry.** In the event of breach of any of the above Nondiscrimination covenants, LESSOR will have the right to terminate the Agreement and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the Agreement had never been made or issued.
13. **Subcontracts.** RAINBOW agrees that it shall insert the above six provisions (Section (A) through Section (F)) in any agreement by which RAINBOW grants a right or privilege to any person, firm, or corporation to render accommodations and/or services to the public under this Agreement.

Memorandum

File #: 25-450 **City Council Meeting**

FROM: Emily Geisler, City Clerk
DATE: Tuesday, November 18, 2025
DEPARTMENT: Mayor's Office

Subject
Public Hearing - Review of Alcohol License Application for 3Z Holdings Inc dba Xhale Resort & Spa

Council Action Desired
☐ Ordinance ☐ Resolution ☒ Public Hearing
☐ Other Action (Approval, Authorization, Ratification, etc.)
Review Alcohol License Application #7829078 presented by 3Z Holdings Inc dba Xhale Resort & Spa, receive department recommendations, hear testimony, and approve/deny as per City Code 4-3-4 (A-E) (or take other action deemed appropriate).

Description, Background Information & Purpose
Brock Merrill with Xhale Resort & Spa applied for a City of Idaho Falls Alcohol License on November 6, 2025. The Clerk's Office received the application and signed off on the Pre-Review. That was followed by approval from the Police Department and a zoning verification by Community Development Services (CDS). The zoning verification showed that Xhale Resort & Spa is located within a Limited Commercial Zone (LC), which does *not* allow drinking establishments as a permitted use (11-2-2) nor as an accessory use (11-7-1). Because of this, the Clerk's Office was unable to issue an Alcohol License to the applicant.

Alignment with City & Department Planning Objectives



☐ ☒ ☐ ☐ ☐ ☐ ☐ ☐
This item aligns with the City's Good Governance planning objective.

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

Fiscal Impact
If the license is denied, the City will refund the $400 license fee to the applicant.

Legal Review

The City Attorney's Office has reviewed the application and subsequent findings.

OFFICE OF THE CITY CLERK

City Clerk (208) 612-8414
Deputy City Clerk (208) 612-8415

IDAHO FALLS

November 18, 2025

3Z Holdings Inc dba Xhale Resort & Spa
Brock Merrill
5210 Wild Dunes
Idaho Falls, ID 83404

Dear Mr. Merrill,

Your application for an Alcohol License has been received by the City. After reviewing the proposed location for your business, the Idaho Falls Community Development Services Department has recommended that the license request be denied. The building located at 1421 1st Street, Idaho Falls, Idaho does not qualify under the City's Commercial Zoning Codes.

Per City Code 4-3-4 (B) (2) & (C), the Idaho Falls City Council will consider the application and hear testimony and evidence from any interested person at the Thursday, December 11, 2025, City Council Meeting. The meeting begins at 7:30pm and is held in Council Chambers at 680 Park Ave in Idaho Falls.

Sincerely,

Emily Geisler
City Clerk

Enclosure(s)

COMMUNITY DEVELOPMENT SERVICES

Planning Department
Office (208) 612-8276
Fax (208) 612-8520

IDAHO FALLS

Building Department
Office (208) 612-8270
Fax (208) 612-8520

MEMORANDUM

TO: Honorable Mayor Rebecca Casper and City Council

FROM: Wade Sanner, Director

DATE: Wednesday, November 12, 2025

RE: Denial – 3Z Holdings, Inc. dba Xhale Resort & Spa

Brock Merrill applied for an Alcohol License on 11/06/2025 for 3Z Holdings, Inc dba Xhale Resort & Spa. After completing a zoning verification on 11/07/2025, it is the City of Idaho Falls Community Development Services recommendation to deny the license. The zoning verification showed that 3Z Holdings, Inc dba Xhale Resort & Spa does not qualify as they are located in an LC, Limited Commercial Zone which does not allow Drinking Establishments as a permitted use.

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

Drinking Establishments are specifically defined in the Zoning Ordinance and are explicitly permitted in certain commercial and industrial zones. Drinking Establishments are therefore neither vague nor unanticipated by the code; rather, it is a clearly defined use that was intentionally excluded from the Limited Commercial Zone.

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

The Drinking Establishment use may not be an accessory use to the primary retail use of the 3Z Holdings, Inc. dba Xhale Resort & Spa because the Zoning Ordinance requires accessory uses must be a permitted use in the designated zone, 11-7-1 Definitions, Accessory use.

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

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

11-2-4: ALLOWED USES IN COMMERCIAL ZONES.

Table 11-2-2: Allowed Uses in Commercial Zones

P = permitted use. C1 = administrative conditional use. C2 = Board of Adjustment conditional use. C3 = City Council conditional use. A blank denotes a use that is not allowed in that zone.

*Indicates uses that are subject to specific land use provisions set forth in the Standards for Allowed Land Uses Section of this Chapter.

	Commercial				
Proposed Land Use Classification	**PB**	**CC**	**LC**	**HC**	**PT**
Accessory Use	P	P	P	P	P
Accessory Use, Fuel Station*		P	P	P	
Accessory Use, Storage Yard*		P	P	P	
Amusement Center, Indoor		P	P	P	
Amusement Center, Indoor Shooting Range*		P	P	P	
Amusement Center, Outdoor*				P	
Animal Care Clinic*	P	P	P	P	
Animal Care Facility*				P	
Bed and Breakfast*		P	P		P
Boarding /Rooming House		P	P		P
Building Material, Garden and Farm Supplies			P	P	
Cemetery*		C_2	C_2	C_2	
Club*		P	P	P	
Communication Facility		P	P	P	
Day Care, all Types*	P	P	P	P	P
Drinking Establishment		P		P	
Drive-through Establishment *	P*	P	P	P	P
Dry Cleaning				P	
Dwelling, Accessory Unit *		P	P	P	P
Dwelling, Multi-Unit*		P	P		P
Dwelling, Multi-Unit Attached*		P	P		P
Dwelling, Single Unit Attached*			P		
Dwelling, Single Unit Detached			P		
Dwelling, Two Unit			P		P
Eating Establishment		P	P	P	P
Eating Establishment, Limited	P	P	P	P	P
Financial Institutions	P	P	P	P	P
Entertainment and Cultural Facilities	P	P	P	P	P
Equipment Sales, Rental and Services			P	P	
Food Processing, Small Scale				P	
Food Store		P	P	P	P
Health Care and Social Services	P	P	P	P	P
Higher Education Center		P	P	P	P
Home Occupation*	P	P	P	P	P
Hospital*	C_2	C_2	C_2	C_2	C_2

Idaho Falls

Printed: 11/18/2025

3Z Holdings Inc dba Xhale Resort & Spa

7829078

11/06/2025 - 09/30/2026

59eb2f20-bb6d-11f0-a833-299db20765cf

Alcohol License

General

Active

Under Review

Application Review Status

Pre-Review	Approved	11/06/2025
Police	Approved	
Fire	Not Reviewed	
Community Development Services	Denied	

This property is zoned LC, Limited Commercial. LC does not allow Drinking Establishments. The definition of Drinking Establishments is: "The use of a site primarily for the sale or dispensing of liquor by the drink or glass, but not including eating establishments with a wine and beer license where the principal business is serving food."

Community Development Services - Building Official	Not Reviewed
Final-Review	Not Reviewed

Fees

Beer to be consumed on the premises license	$200.00
Retail Wine license	$200.00
Subtotal	**$400.00**
Amount Paid	**$400.00**
Total Due	**$0.00**

Payments

11/06/2025	Card Visa *1630	$400.00
Total Paid		**$400.00**

Application Form Data

(Empty fields are not included)

First Name
Brock

Last Name
Merrill

Date of Birth
04/27/1977

Social Security Number
[redacted] Reveal

Phone Number
(208) 881-4872

Email
brockmerrillidaho@gmail.com

Please upload a State-issued photo ID
brocksdriverslicense.jpg

Is this a New Application or a Transfer?
New Application

Business Name
3Z Holdings Inc dba Xhale Resort & Spa

Business Registration Type
Corporation

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

Business Phone
(208) 227-3529

Business Email
brock.xhaleresort@gmail.com

Mailing Street Address
5210 Wild Dunes

Mailing Attention
Brock

City

Idaho Falls

State

ID

Zip Code

83404

Please provide a copy of your State Alcohol License

State Alcohol License.pdf

State Alcohol License No

44366

Upload a copy of your County alcohol license

2019_001.pdf

County Alcohol License No

2026-208

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

Yes

Length of time in years in the State of Idaho and the city (if any)

Brock has lived in Idaho his entire life, 48 years. Business has been around for 16

Has the applicant ever received a suspended sentence or been convicted of a crime or misdemeanor (other than traffic violations)?

No

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

Yes

Please explain

A

Reference 1

Redge Sorenson Farm Bureau Insurance 208-589-8300

Reference 2

Cody Wells Wells Builders 208-339-3607

Reference 3

McKenzie Wernette Orange Leaf 208-251-2870

Reference 4

Eric Burke Northwind Aviation 208-521-9400

Physical Location Street

1421 1st Street

City

Idaho Falls

State

ID

ZIP

83404

Please upload your premise diagram here. Please include the boundaries of the area being applied for.

Alcohol Site Map.jpeg

Signature

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

Brock Merrill - 11/06/2025 5:04 pm

Messages

Good morning, Brock, do you have a copy of your county license or the receipt?

Internal Notes

Missing County License

County License RCVD

@{{user||62d8582798ad89bd7aedcb64||Ann Peterson}} do you know if anyone will be reaching out to Brock?

I wasn't sure if he automatically received an email stating he was declined. We will reach out to him.

@{{user||62d8582798ad89bd7aedcb64||Ann Peterson}} I see the definition of Drinking Establishments is: "The use of a site primarily for the sale or dispensing of liquor by the drink or glass, but not including eating establishments with a wine and beer license where the principal business is serving food." But this is not the case for this business their primary business is a spa. They will be providing alcohol as an option(amenity) to guess.

Cycle Tracking Number: 167027

Premises Number: 8B-44366

Idaho State Police

Retail Alcohol Beverage License

License Year: 2026
License Number: 44366

This is to certify, that 3Z Holdings Inc

doing business as: Xhale Resort & Spa

is licensed to sell alcoholic beverages as stated below at:
1421 1st St , Idaho Falls, Bonneville County

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

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

TOTAL FEE: $250.00

Signature of Licensee, Corporate Officer, LLC Member or Partner

3Z HOLDINGS INC
XHALE RESORT & SPA
3042 OAKWOOD CIRCLE

AMMON, ID 83406
Mailing Address

License Valid: 10/01/2025 - 09/30/2026

***Expires:* 09/30/2026**

Director of Idaho State Police

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

Receipt: 25-16309

Product	Name	Quantity	Unit Price	Extended
ABL	ALCOHOL BEVERAGE LICENSE	1@	$175.00	$175.00
	# Pages			1
	Document #			2026-208
	Document Info:			XHALE RESORT & SPA
	Return Address Label			false
	Liquor			false
ABL Bottled/Canned Beer (On Premise)				$75.00
ABL Wine by the Bottle (Retail)				$100.00

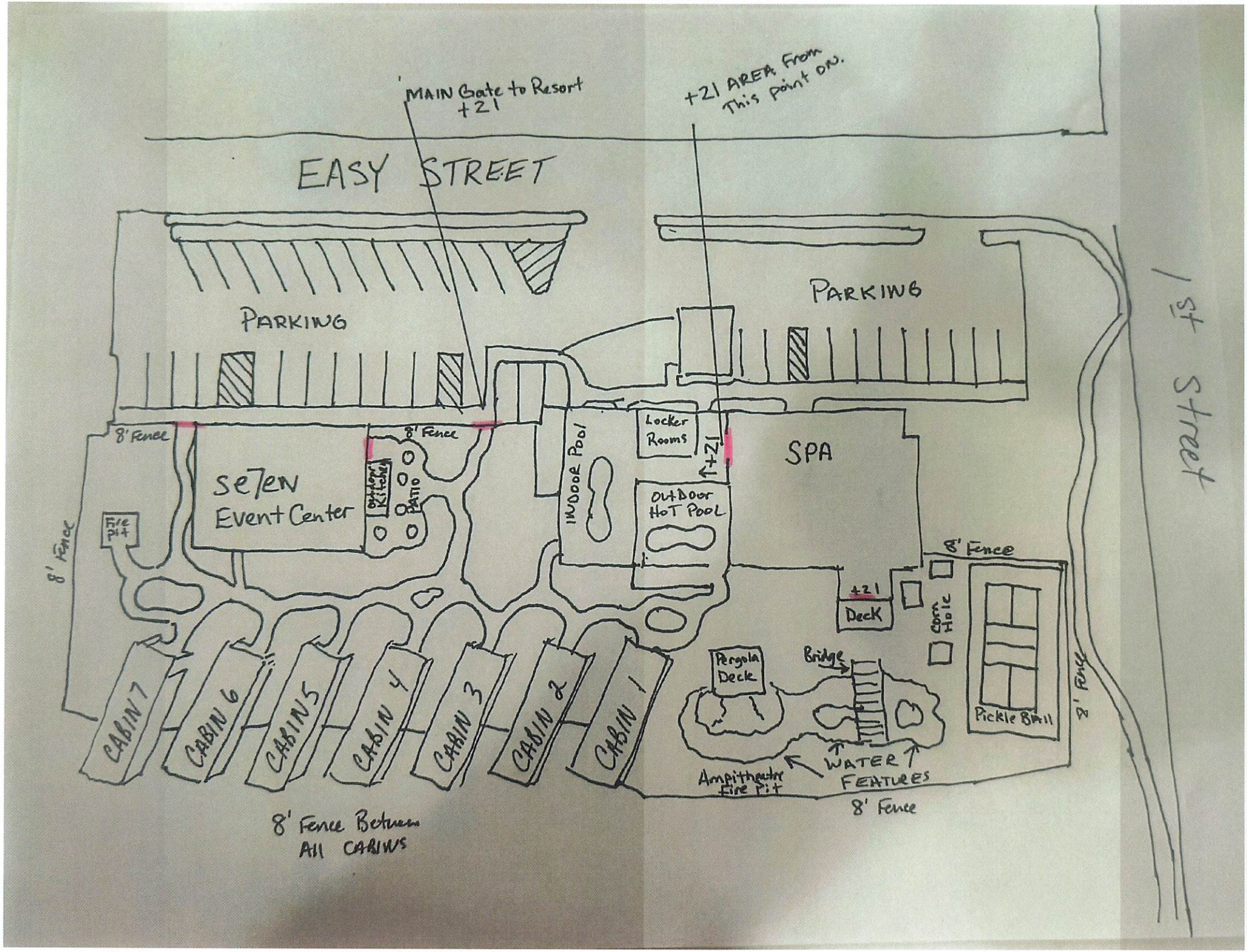
Payment to Bonneville County Clerk Auditor Recorder	$175.00
Service Fee	$6.25
Total Amount Paid to Bonneville County Clerk Auditor Recorder	$181.25
Tender (Tyler Payments Charge Over the Counter)	$175.00

External Transaction Id	TPOTC602S37
Transaction Id	74332402
Payment Type	CREDIT
Credit Card Number (last four digits)	*****6705
Credit Card Type	VISA
Name on Credit Card	CARDHOLDER/VISA

Thank You For Your Business

11/7/25, 4:05 PM MST Kannis
Workstation: BCWKCLRK11

Visit tylertech.com/mtd for license information and disclosures.
NIC Services, LLC dba Tyler Payments Services • 7701 College Boulevard, Overland Park, KS 66210 • (888) 853-0663
NIC Payment Solutions in Hawaii, New Jersey & Wisconsin


MAIN Gate to Resort
+21
+21 AREA From
This point on.
EASY STREET
PARKING
PARKING
1st Street
8' Fence
8' Fence
8' Fence
8' Fence
8' Fence
8' Fence
8' Fence
se7en
Event Center
Outdoor Kitchen
Patio
Fire Pit
INDOOR POOL
Locker Rooms
+21
SPA
OUTDOOR HOT POOL
+21
Deck
Corn Hole
Pergola Deck
Bridge
Pickle Ball
Amphitheater Fire Pit
WATER FEATURES
CABIN 7
CABIN 6
CABIN 5
CABIN 4
CABIN 3
CABIN 2
CABIN 1
8' Fence Between
All CABINS

CHAPTER 3
BEER

SECTION:

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

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

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

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

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

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

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

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

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

4-3-4: APPLICATION FOR LICENSE:

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

(1) The name and residential address of the applicant.

(2) The street address of the premises where beer is to be sold.

(3) A letter from the Community Development Services Department verifying that the location of the proposed licensed premises would be permitted by the City's Zoning Code.

(4) The name of the owner of the premises for which the license is sought.

(5) That the applicant, if an individual, is at least nineteen (19) years old.

(6) That the applicant has not been convicted of a felony or any crime involving fraud or dishonesty.

(7) The names and addresses of four (4) references as to the good moral character of the applicant.

(8) That the applicant holds a current, valid license for the retail sale of beer, issued by the County Commissioners of Bonneville County, Idaho, and a current, valid license for the retail sale of beer issued from the State pursuant to the Idaho Code.

(9) That the applicant agrees to abide by the terms and conditions of this Chapter, and any laws, ordinances, rules or regulations subsequently promulgated by the State, Bonneville County or the City regarding the retail sale of beer licensing within the City.

(10) Any other information the Clerk requires to determine that the applicant possesses the qualifications and has none of the disqualifications for a license, as provided in this Chapter and the Idaho Code.

(B) On receipt of a written application conforming with subsection (A) of this Section and payment of the license fee, the Clerk shall immediately forward the application to the Chief of Police for review, investigation and recommendation.

(1) If the Chief of Police recommends approval of the license and the Clerk finds the applicant otherwise qualified, the Clerk shall grant the application and issue a license.

(2) If the Chief of Police or the Clerk recommends denial of the license application, the Chief or the Clerk shall notify the applicant of the recommendation for denial and state the date, time, and place of the Council meeting at which the recommendation will be considered. The notice shall be in writing and shall be mailed to the applicant at the address in the application no later than seven (7) days prior to the date of the Council meeting.

(C) At the date, time and place stated in the recommendation for denial notice, the Council shall consider the application, the recommendation for denial, and hear testimony and evidence from any interested person. No license application shall be denied unless the written notice required by subsection (B) of this Section has been given and the applicant has been given an opportunity to testify and present evidence in support of the issuance of the license. All applications for a retail beer license or any transfer or renewal of a retail beer license shall be granted or denied within sixty (60) days from the date the application was delivered to the Clerk.

(D) If the Council denies an application for a retail beer license, or any renewal or transfer of a retail beer license, the Council shall specify in writing:

(1) The statutes, ordinances and standards used in evaluating the application;

(2) The reasons for denial; and

(3) The actions, if any, the applicant could take to obtain the license, transfer or renewal.

(E) The Clerk shall keep a transcribable verbatim record of all proceedings concerning applications for beer licenses, or their transfer, renewal or revocation, pursuant to the provisions of this Chapter. If an application for a license, transfer or renewal is denied, or if a license is revoked, the transcribable verbatim record shall be kept for a period of not less than six (6) months after a final decision. Upon request and within the time provided for retention of the record, persons may have the record transcribed at their expense (Ord. 2565, 11-9-04; Ord. 3236, 01-31-19; Ord. 3365, 1-14-21)

(F) The application for a new or lapsed license to sell or dispense beer at retail may trigger a change in use analysis of the location or property for the purposes of applying the City's fire, building, or zoning codes. Applicants for a license to sell or dispense beer at retail shall ensure compliance with the City's fire, building, and zoning codes as a condition for receiving a license. Applying for a renewed license shall not trigger a change in use analysis.

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

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

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

4-3-7: LOCATION RESTRICTIONS:

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

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

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

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

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

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

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

4-3-11: SALE TO MINORS PROHIBITED:

(A) No person under twenty-one (21) years of age shall sell, purchase, possess or consume any beer. This restriction shall not apply to persons at least nineteen (19) years old who sell, dispense, deliver, or possess beer in the course of their employment by a licensee under this Title.

(B) No person shall give, sell, or deliver beer to any person under the age of twenty-one (21).

(C) No person under the age of twenty-one (21) shall represent to any retailer or distributor or to any agent or employee of a retailer or distributor that they are twenty-one (21) years or more of age, when in fact they are under the age of twenty-one (21) years, for the purpose of inducing the retailer or distributor, or their agent or employee, to sell, serve, or dispense beer to such person.

(D) No person shall represent to any retailer or distributor or to any agent or employee of a retailer or distributor that any other person is twenty-one (21) years or more of age, when in fact the other person is under the age of twenty-one (21) years, for the purpose of inducing the retailer or distributor, or their agent or employee, to sell, serve, or dispense beer to such other person.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(2) Charitable events may, with the prior approval of the Chiefs of the Police and Fire departments, be conducted in or upon a public street, subject to the terms and conditions of this subsection. Beer may be dispensed at an event conducted in a public street and within an area comprised of no more than one (1) street on one (1) side of a City block. Such street area shall be considered to be the "premises" for the purposes of this Chapter and the applicant shall not sell or dispense beer outside such area. The applicant shall also erect and maintain at all times in a conspicuous location at each end of such street area, a sign with large letters no less than two (2) inches high bearing the following legend: "No Open Container of Beer May Be Possessed or Transported Beyond this Point" or such other legend which adequately apprises customers of the prohibitions set forth in this Chapter. Failure to construct or maintain such fence, barrier or sign shall be grounds for summary revocation of such permit.

(D) Permits issued under the subsections above, shall not exceed a period of greater than three (3) consecutive days. Nothing herein shall authorize or allow the issuance of any permit to sell or dispense beer in any park in violation of this Code.

(E) The form of the application shall require the following information:

(1) The names, mailing addresses and telephone numbers of the sponsors of the event, the tax identification number of the sponsor or sponsors and satisfactory evidence that the sponsor is a Qualified Organization;

(2) Quantities and types of beer products to be used at the event;

(3) Names of the dealer or wholesaler from whom the beer is to be received;

(4) The retailer, if any, designated by such person or nonprofit entity to receive, store or dispense beer on behalf of the permittee;

(5) Dates and hours of operation for which the permit is desired.

(6) The location of the event and a description of the premises where beer will be sold, dispensed or conveyed;

(7) Such other information directly related to the event and the applicant that the Clerk or Chief of Police may require.

(F) For the purposes hereof, a "Qualified Organization" shall mean any benevolent, charitable, or public organization or person to whom a permit has been issued by the Director of the Idaho Department of Law Enforcement pursuant to the provisions of the Idaho Code.

(G) Within ninety (90) days after the conclusion of the event, the permittee shall submit an accurate and complete report to the Clerk showing the disposition of funds from the event in accordance with the provisions of this Chapter.

(H) The Clerk shall collect a fee in an amount set from time to time by Resolution of the Council for each permit issued, provided however permits issued for benevolent, charitable, or public purposes may be issued for multiple events conducted within a calendar year, provided that such events are separated by a period of at least six (6) days. Such multiple event permit fee shall be in an amount as set from time to time by Resolution of the Council. In the event an applicant seeks a permit to sell beer and wine at the same location, the combined permit fee shall be in an amount set from time to time by Resolution of the Council.

(I) Should the Chief of Police or Clerk determine that an applicant, permittee or its representative is violating any provision of this Chapter, or has in the past violated any law pertaining to the dispensing or sale of beer by a licensed retailer relating to hours of sale, relating to restrictions concerning age provided in the Idaho Code or under this Chapter, or has failed in the past to submit such information as may have been requested by the Clerk such permit may be summarily suspended by the Chief of Police prior to hearing, or may be denied or canceled pending a hearing.

(J) A licensed retailer may, on behalf of the permittee, receive or store beer to be used at the event and may dispense such beer to attendees of the benevolent, charitable or public purpose event for which the permit was issued.

(K) No City official may construe the application nor the issuance of a benevolent, charitable or public purpose beer permit as constituting a change in use of the location or property for the purposes of applying the City’s fire, building, or zoning codes.

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

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

(A) Any person who is in possession of an open container of beer within the City of Idaho Falls shall be guilty of a misdemeanor.

(B) Notwithstanding the foregoing, nothing herein shall prohibit the possession of an open container of beer:

(1) Within a fully enclosed, privately-owned building or upon a private parking lot adjacent or appurtenant to such building provided such parking lot is located more than two hundred (200) feet away from the premises of any licensed liquor vendor. Such distance shall be measured at the shortest distance between the exterior boundaries of such parking lot and licensed premises.

(2) Within any private residence or upon the yard thereabout, or within any apartment, duplex, condominium, boarding house or other structure lawfully used as a permanent residence, or within any common area or area designated exclusively for and appurtenant to such residential occupancy.

(3) Within any area for which a liquor catering permit has been lawfully issued under the provisions of this Chapter.

(4) Within any area included within or being a part of the premises at which a licensee is authorized to sell or dispense beer by the drink under the provisions of this Chapter.

(5) Within any building or upon any premises for which a permit has been issued under the provisions of this Chapter.

(6) Within an area directly adjacent to a restaurant, at tables provided for dining, between the hours of 10:00 a.m. and 11:00 p.m. A restaurant must also have the appropriate license to sell the type of alcohol they offer to the public, including an approved site plan as part of its State alcohol permit. If the adjacent area includes a public sidewalk, the size of the tables and seating must allow sufficient room for public ingress and egress, including being compliant with all ADA laws and regulations for sidewalk use under this Code. All consumption of alcohol in this adjacent area must be done at the table, and the customer cannot carry the alcohol away from the table.

(7) Within a Permitted Event alcohol sales and consumption area.

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

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

Memorandum

File #: 25-479 **City Council Meeting**

FROM: Wade Sanner, Director
DATE: Monday, December 1, 2025
DEPARTMENT: Community Development Services

Subject
Legislative Public Hearing for the Annexation and Initial Zoning of LC, Limited Commercial with the Controlled Development Airport Overlay Zone - Annexation and Initial Zoning Ordinances and Reasoned Statements of Relevant Criteria and Standards for approximately 18.554 acres in the N ½ of Section 25, Township 2 North, Range 37 East.

Council Actions Desired
☒ Ordinances ☒ Resolutions ☒ Public Hearing
☐ Other Action (Approval, Authorization, Ratification, etc.)
1. Approve the Ordinance annexing approximately 18.554 acres in the N ½ of Section 25, Township 2 North, Range 37 East; assign a Comprehensive Plan Designation of "Mixed-Use Centers and Corridors;" and under a suspension of the rules requiring three complete and separate readings, request that it be read by title and published by summary (or consider the Ordinance on the first reading and that it be read by title, reject the Ordinance, or take other action deemed appropriate).

2. Approve the Reasoned Statement of Relevant Criteria and Standards for the annexation of approximately 18.554 acres in the N ½ of Section 25, Township 2 North, Range 37 East and give authorization for the Mayor to execute the necessary documents (or take other action deemed appropriate).

3. Approve the Ordinance establishing the initial zoning for LC, Limited Commercial with the Controlled Development Airport Overlay Zone as shown in the Ordinance exhibits under a suspension of the rules requiring three complete and separate readings; and request that it be read by title and published by summary; that the City limits documents be amended to include the area annexed herewith; and that the City Planner be instructed to reflect said annexation, amendment to the Comprehensive Plan, and initial zoning on the Comprehensive Plan and Zoning Maps located in the Planning office (or consider the Ordinance on the first reading and that it be read by title, reject the Ordinance, or take other action deemed appropriate).

4. Approve the Reasoned Statement of Relevant Criteria and Standards for the initial zoning of LC, Limited Commercial with the Controlled Development Airport Overlay Zone 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 Annexation and Initial Zoning of LC, Limited Commercial with the Controlled Development Airport Overlay Zone, which includes the Annexation and Initial Zoning Ordinances and Reasoned Statements of Relevant Criteria and Standards for approximately 18.554 acres in the N ½ of Section 25, Township 2 North, Range 37 East. On November 5, 2025, the Planning and Zoning Commission unanimously voted to recommend approval of the annexation with initial zoning of LC, Limited Commercial with the Controlled Development Airport Overlay Zone to the Mayor and City Council as presented.

Alignment with City & Department Planning Objectives



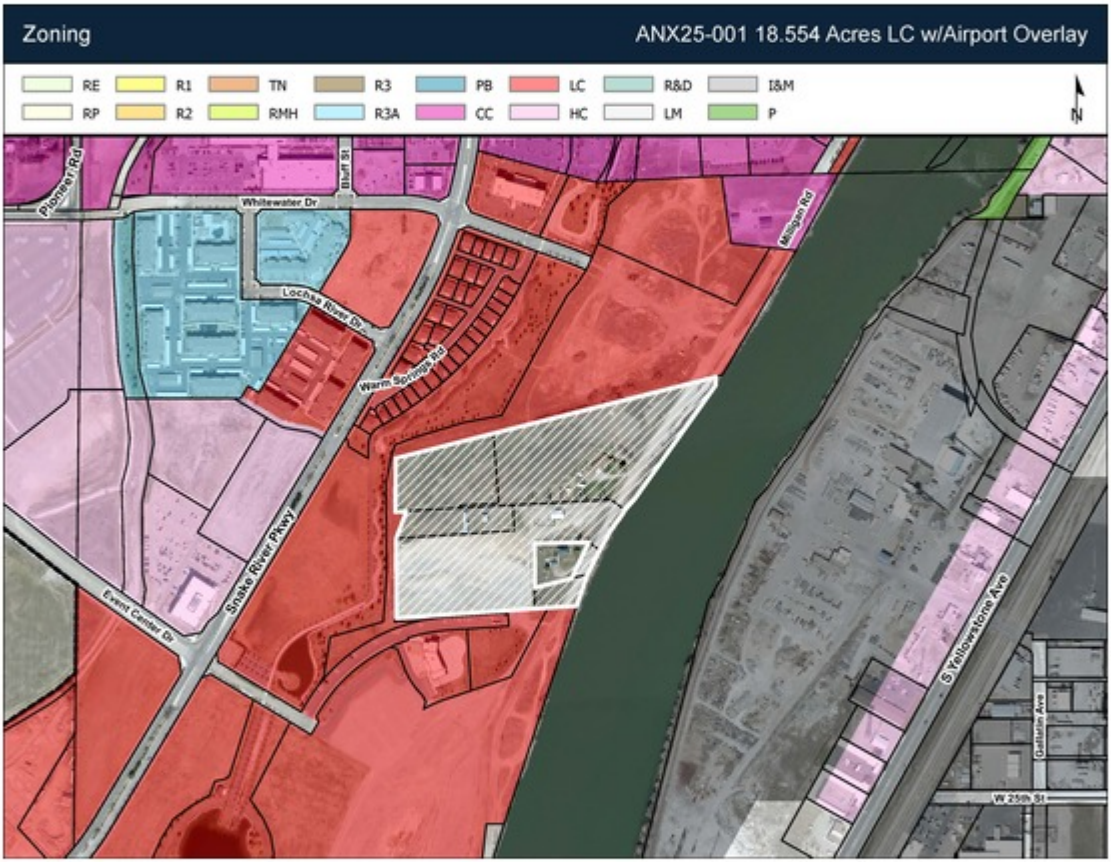
☐ ☒ ☒ ☐ ☒ ☐ ☐ ☐

Successful annexation consideration seeks consistency with the principles of the Comprehensive Plan, including Growth, Sustainability, and Livable Communities. Consideration of initial zoning must be consistent with the principles of the Comprehensive Plan which includes many policies and goals related to Good Governance, Growth, Sustainability, and Livable Communities

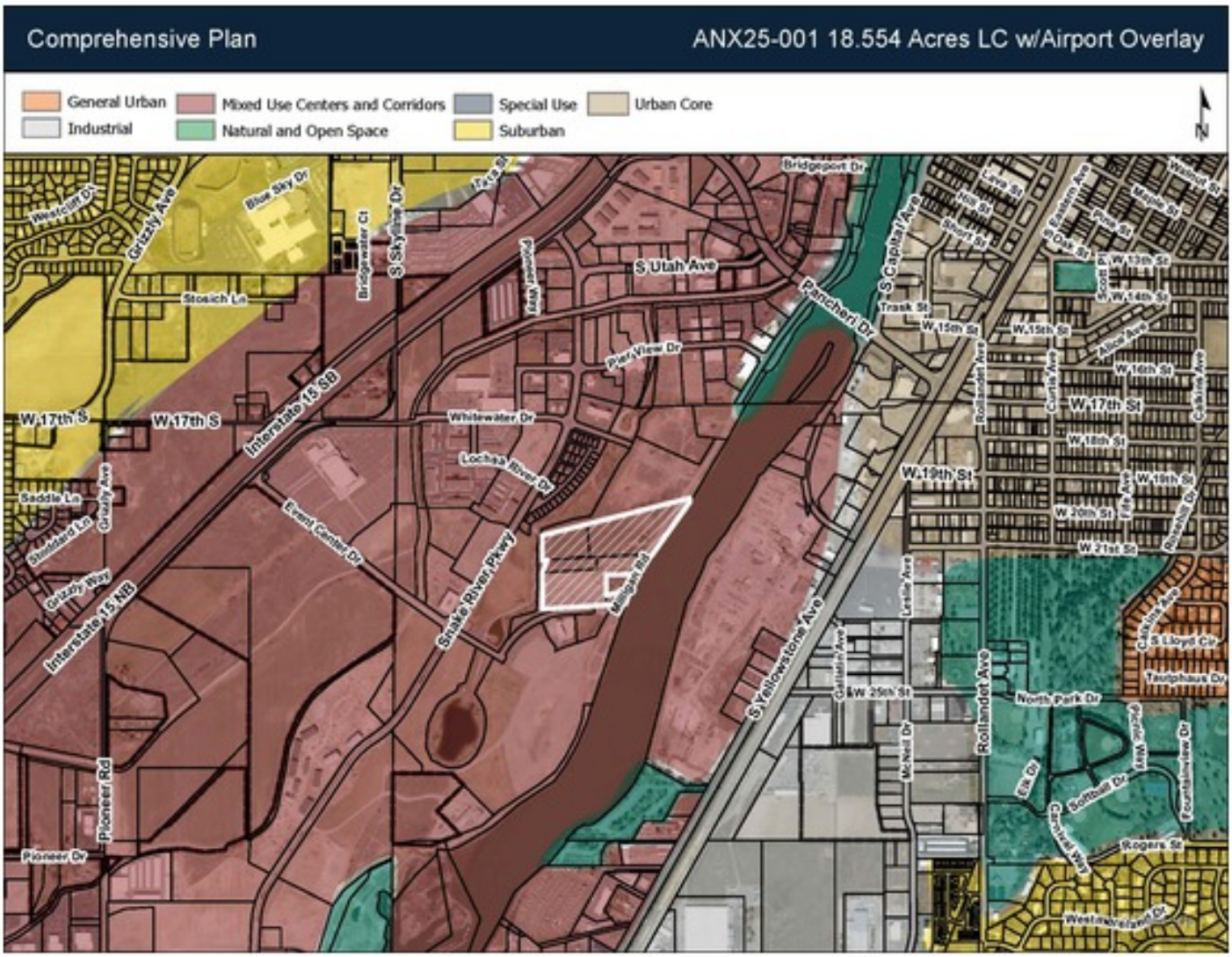
Interdepartmental Coordination
The annexation legal description has been reviewed for accuracy by professional surveyors in the Public Works Engineering Division.

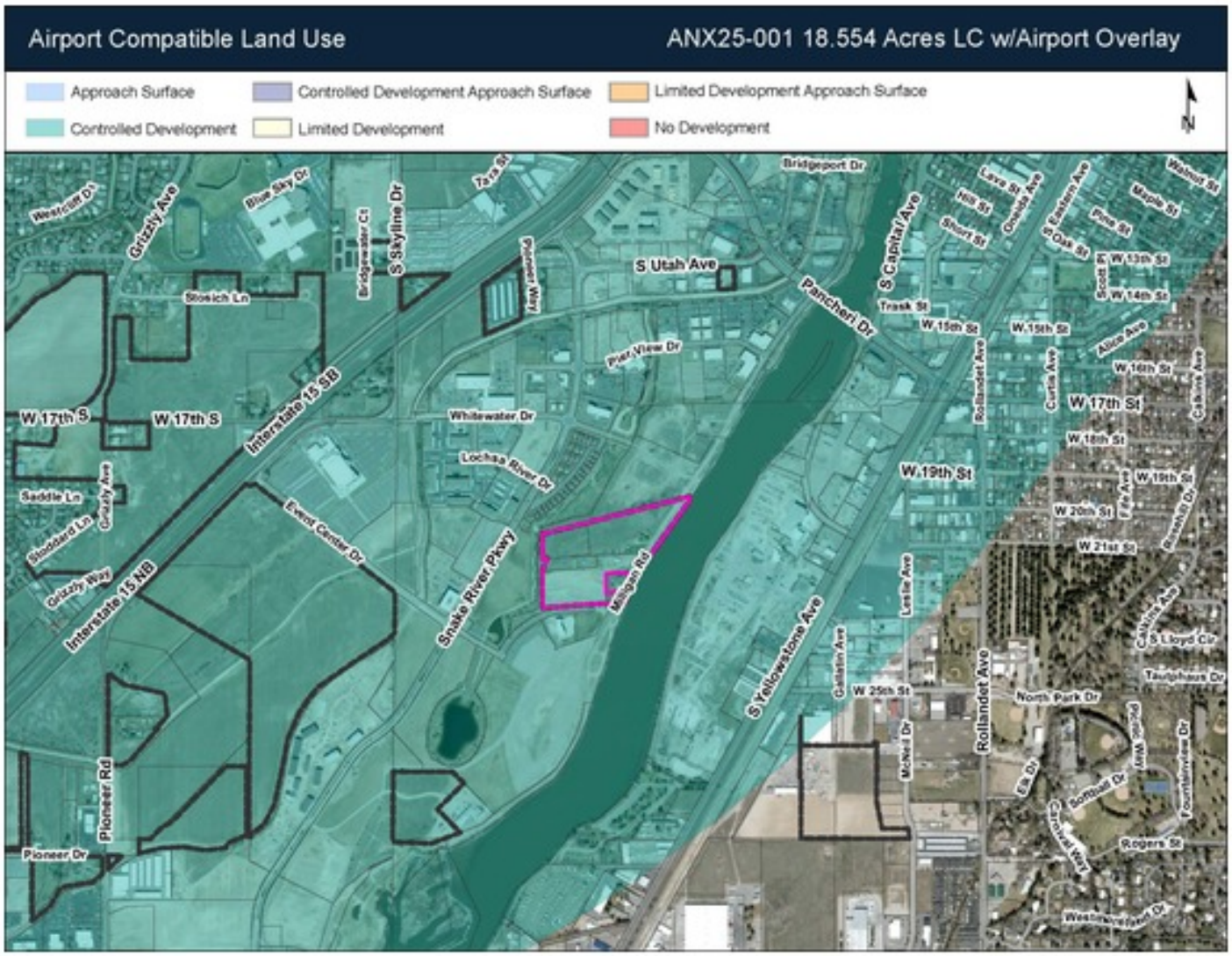
Fiscal Impact
NA

Legal Review
This application and ordinances have been reviewed by the Legal Department for consistency with state statues.


Zoning
ANX25-001 18.554 Acres LC w/Airport Overlay
RE
R1
TN
R3
PB
LC
R&D
I&M
RP
R2
RMH
R3A
CC
HC
LM
P
N
Pioneer Rd
Bluff St
Whitewater Dr
Lochsa River Dr
Warm Springs Rd
Millspin Rd
Snake River Pkwy
Event Center Dr
S Yellowstone Ave
Gallatin Ave
W 25th St


Aerial
ANX25-001 18.554 Acres LC w/Airport Overlay
Whitewater Dr
White Sand Creek Way
Saddlehook Ridge Ct
Millrun Rd
Lochsa River Dr
Warm Springs Rd
Snake River Pkwy
Event Center Dr
S Yellowstone Ave
W 25th St


Comprehensive Plan
ANX25-001 18.554 Acres LC w/Airport Overlay
General Urban
Industrial
Mixed Use Centers and Corridors
Natural and Open Space
Special Use
Suburban
Urban Core
N
Bridgepoint Dr
Blue Sky Dr
Westcliff Dr
Grizzly Ave
Bridgewater Ct
S Skyline Dr
Exa St
Pioneer Way
S Utah Ave
S Capital Ave
Trask St
W 15th St
Pancheri Dr
Pier View Dr
Stosich Ln
W 17th S
Interstate 15 SB
Whitewater Dr
Lochsa River Dr
Saddle Ln
Shinkard Ln
Grizzly Ave
Grizzly Way
Interstate 15 NB
Event Center Dr
Snake River Pkwy
Milligan Rd
Pioneer Rd
Pioneer Dr
S Yellowstone Ave
Rollandet Ave
Curtis Ave
Calkins Ave
Allison Ave
W 16th St
W 17th St
W 18th St
W 19th St
W 20th St
W 21st St
Fir Ave
Roanoke Dr
Leslie Ave
Gallatin Ave
W 25th St
McNeil Dr
S Lloyd Cir
Tautphaus Dr
North Park Dr
Elm Ct
Bottrell Dr
Pinecrest Way
Fountainview Dr
Rogers St
Westview Dr


Airport Compatible Land Use
ANX25-001 18.554 Acres LC w/Airport Overlay
Approach Surface
Controlled Development Approach Surface
Limited Development Approach Surface
Controlled Development
Limited Development
No Development
N
Bridgeport Dr
Western Dr
Grizzly Ave
Blue Sky Dr
Tara St
Bridgewater Ct
S Skyline Dr
Pheasant Way
S Utah Ave
S Capital Ave
Pancheri Dr
Stosich Ln
Trask St
W 15th St
Pier View Dr
Rollandet Ave
Curtis Ave
Alice Ave
W 14th St
W 17th St
Interstate 15 SB
W 17th S
Whitewater Dr
Lochsa River Dr
W 18th St
W 19th St
Saddle Ln
Shoddard Ln
Grizzly Ave
Event Center Dr
Grizzly Way
Interstate 15 NB
Snake River Pkwy
Milligan Rd
W 20th St
W 21st St
Leslie Ave
S Yellowstone Ave
Catalina Ave
W 25th St
S Lloyd Cir
Taughenbaugh Dr
North Park Dr
McNeil Dr
Rollandet Ave
Pioneer Rd
Pioneer Dr
Softball Dr
Fountainview Dr
Rogers St
Westbrook Dr

STAFF REPORT

ANNEXATION OF 18.554 ACRES
N ½ OF SECTION 25, T2N, R37E
INITIAL ZONING OF LC, LIMITED COMMERCIAL AND AIRPORT OVERLAY ZONE OF CONTROLLED DEVELOPMENT
December 11, 2025

IDAHO FALLS

Community Development Services

Applicant: Leith Sheets, Horrocks Engineers

Owner: Riverview Two LLC

Project Manager: Caitlin Long

Location: Generally located north of Event Center Dr, east of Snake River Pkwy, south of Whitewater Dr, and west of the Snake River.

Size: Approximately 18.554 Acres

Zoning:
Existing: County IM-1
North: LC
South: LC
East: I&M
West: LC

Proposed Zoning: LC with Airport Overlay Zone

Existing Land Uses:
Site: Residential
North: Commercial
South: Commercial
East: Industrial
West: Commercial

Future Land Use Map: Mixed Use Centers and Corridors

Attachments:
1. Comprehensive Plan Policies
2. Zoning Information
3. Allowed Uses
4. Annexation Exhibit
5. Maps & Aerial Photos

Requested Action: To **approve** the annexation and initial zoning of LC, Limited Commercial and Airport Overlay Zone of Controlled Development.

Annexation: This annexation was requested by the property owner. The property is in the Area of Impact and contiguous to City limits along all property lines. Annexation of the property is consistent with the policies of the City's Comprehensive Plan.

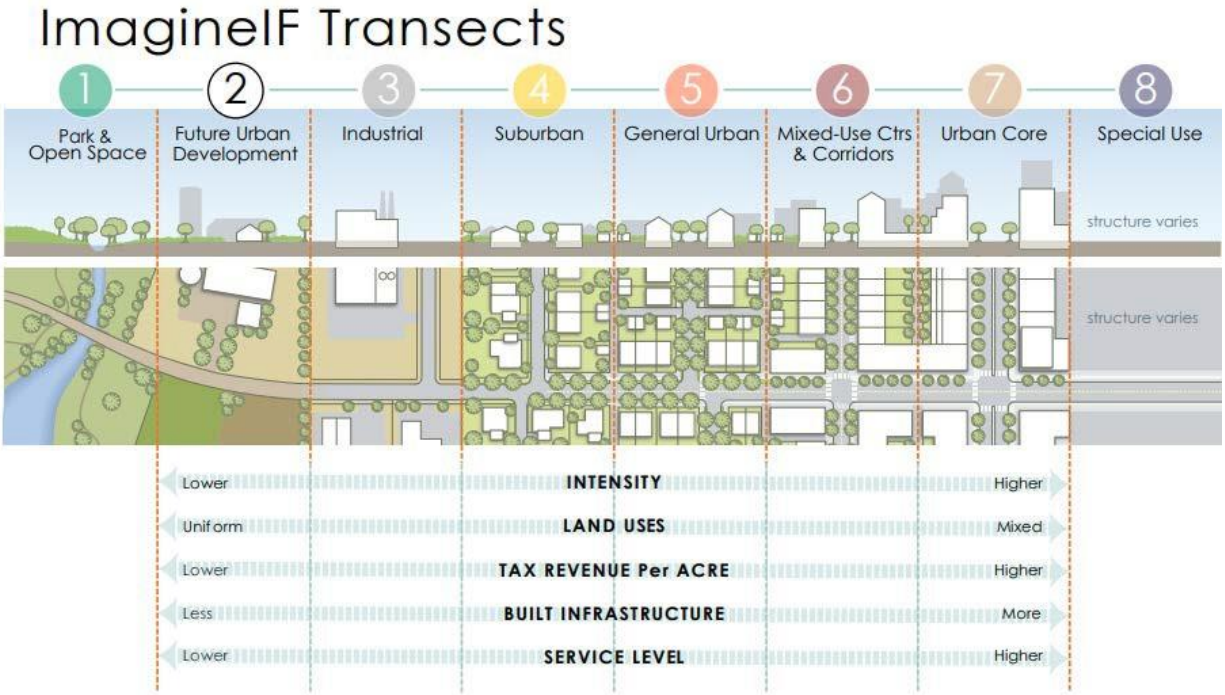
Initial Zoning: The proposed zoning is LC with the Airport Overlay zone of Controlled Development. The property is adjacent to LC zoning to the north, west, and south. The east side is adjacent to river, with the other side of the river being I&M. The proposed zoning is in accordance with the surrounding zoning and the Comprehensive Plan Transect of Mixed-Use Centers and Corridors. The LC Zone is a mixed used residential and commercial zone. The Airport Overlay Zone will not affect development of this land. Any residential in this zone would adhere to the R3A standards.

Staff Comments: This property is approx.18.554 acres of land that is currently a county enclave. This annexation includes all the enclave except for one parcel that has a residential home on it which is under different ownership. This annexation does include Milligan Road, a local street, including in front of the home that is not included. The proposed zoning is in line with the surrounding zoning and Compressive plan.

Staff Recommendation: Staff has reviewed the annexation and initial zoning application and finds that it is consistent with the Comprehensive Zoning Code and the City's Comprehensive Plan. Staff recommends approval of the annexation and initial zoning of LC and the Airport Overlay Zone.

Comprehensive Plan Land Use

Transects: pg. 60-70





6. **Mixed-Use Centers & Corridors**

Snapshot: The Mixed-Use Centers and Corridors Transect denotes areas where people tend to shop, eat and gather. These areas include all housing types but generally at a more intense scale than other areas. These areas also include mixed-use buildings, recreation centers and commercial uses. Mixed-Use Centers and corridors may vary in scale from large, regional commercial centers with supportive housing to smaller commercial pockets called walkable centers that support a well-connected, walkable neighborhood.

Local examples: Northgate Mile and 1st Street corridors, Intersection of 65th South and 5th West, Intersection of Skyline and Broadway, Snake River Landing

Zoning Ordinance:

11-3-5: PURPOSES OF COMMERCIAL ZONES.

(C) LC Limited Commercial Zone. This zone provides a commercial zone for retail and service uses which supply the daily household needs of the City's residents. This Zone is usually located on major streets contiguous to residential uses. This zone is characterized by smaller scale commercial uses which are easily accessible by pedestrians and non-motorized vehicles from the surrounding residential neighborhoods, although larger scale developments such as big-box stores may still serve as anchors. Connectivity is provided with walkways that provide access to and through the development site. Parking for vehicles is understated by the use of landscaping, location, and provision of pedestrian walkways to the businesses.

11-3-6: STANDARDS FOR COMMERCIAL ZONES

(A) Dimensional Standards. Table 11-3-6 Dimensional Standards for Commercial Zones shall be used for determining the minimum site area, minimum site width measured at the setback line, minimum setbacks, maximum building height, maximum lot coverage and maximum gross density in each Commercial Zone.

Table 11-3-5: Dimensional Standards for Commercial Zones

	CC	PB	LC	HC
Site width at front setback - Minimum in ft.		50	*	
Setbacks – Minimum in ft.				
Front		20	20*	20
Side			*	
Rear			*	
Landscape buffer contiguous to street* in ft.	7*	15	20*	20*
Landscape buffer contiguous to a residential Zones* in ft.	10	10	20/10	30/10
Building height – Maximum in ft.		*	*	
Lot Coverage- Maximum in %		80	80	
*See explanations, exceptions and qualifications that follow in Section 11-3-6A (1-3) of this Zoning Code.				

(Ord. 3233, 12-20-18) (Ord. 3277, 10-10-19)

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.								

11-5-3: AIRPORT OVERLAY ZONE

(B) Compatible Land Use Regulations.

(e) Controlled Development Zone. The Controlled Development Zone is the area where aircraft are transitioning to or from en route altitude or Airport over-flight altitude to or from the standard traffic pattern altitude of eight hundred (800) to one thousand (1,000) feet above airport elevation. In this Zone, the underlying Zone land use restrictions apply, and a 7460.1 Form from the FAA is required for structures that do not meet the exceptions of Section 11-5-3(D) FAA Form 7460.1, Notice of Proposed Construction or Alteration.

11-2-4: ALLOWED USES IN COMMERCIAL ZONES.

Table 11-2-2: Allowed Uses in Commercial Zones

P = permitted use. C1 = administrative conditional use. C2 = Board of Adjustment conditional use. C3 = City Council conditional use. A blank denotes a use that is not allowed in that zone.

*Indicates uses that are subject to specific land use provisions set forth in the Standards for Allowed Land Uses Section of this Chapter.

	Commercial				
Proposed Land Use Classification	**PB**	**CC**	**LC**	**HC**	**PT**
Accessory Use	P	P	P	P	P
Accessory Use, Fuel Station*		P	P	P	
Accessory Use, Storage Yard*		P	P	P	
Amusement Center, Indoor		P	P	P	
Amusement Center, Indoor Shooting Range*		P	P	P	
Amusement Center, Outdoor*				P	
Animal Care Clinic*	P	P	P	P	
Animal Care Facility*				P	
Bed and Breakfast*		P	P		P
Boarding /Rooming House		P	P		P
Building Material, Garden and Farm Supplies			P	P	
Cemetery*		C_2	C_2	C_2	
Club*		P	P	P	
Communication Facility		P	P	P	
Day Care, all Types*	P	P	P	P	P
Drinking Establishment		P		P	
Drive-through Establishment *	P*	P	P	P	P
Dry Cleaning				P	
Dwelling, Accessory Unit *		P	P	P	P
Dwelling, Multi-Unit*		P	P		P
Dwelling, Multi-Unit Attached*		P	P		P
Dwelling, Single Unit Attached*			P		
Dwelling, Single Unit Detached			P		
Dwelling, Two Unit			P		P
Eating Establishment		P	P	P	P
Eating Establishment, Limited	P	P	P	P	P
Financial Institutions	P	P	P	P	P
Entertainment and Cultural Facilities	P	P	P	P	P
Equipment Sales, Rental and Services			P	P	
Food Processing, Small Scale				P	
Food Store		P	P	P	P
Health Care and Social Services	P	P	P	P	P
Higher Education Center		P	P	P	P
Home Occupation*	P	P	P	P	P
Hospital*	C_2	C_2	C_2	C_2	C_2

Proposed Land Use Classification	PB	CC	LC	HC	PT
Industry, Craftsman	P	P	P	P	
Industry, Light		P		P	
Information Technology	P	P	P	P	P
Live-Work*	C_2	P	P	P	P
Lodging Facility		P	P	P	P
Mortuary				P	P
Parking Facility		P	P	P	P
Pawn Shop		P			
Personal Service	P	P	P	P	P
Professional Service	P	P	P	P	P
Planned Unit Development*		C_3	C_3		C_3
Public Service Facility*	C_2	C_2	C_2	C_2	C_2
Public Service Facility, Limited	P	P	P	P	P
Public Service Use	P	P	P	P	P
Recreation Vehicle Park*				P	
Religious Institution*		P	P	P	P
Residential Care Facility	P	P	P	P	P
Retail		P	P	P	P
School		P	P	P	P
Short Term Rental*		P	P		P
Fuel Station		P	P	P	
Fuel Station, Super		C_2	P	P	
Storage Facility, Indoor		P	P	P	P
Storage Facility, Outdoor				P	
Storage Yard*				P	
Transit Station		P	P	P	P
Vehicle Body Shop				P	
Vehicle Repair and Service		P	P	P	
Vehicle Sales, Rental and Service		P		P	
Vehicle Washing Facility		C_2	C_2	P	

(Ord. 3210, 8-23-18) (Ord. 3218, 9-13-18) (Ord. 3233, 12-20-18) (Ord 3277, 10-10-19) (Ord. 3358, 12-10-20) (Ord. 3451, 3-31-22) (Ord. 3574, 6-13-24)

November 5, 2025 7:00 p.m. Planning Department

City Annex Council Chambers

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

MEMBERS ABSENT: None.

ALSO PRESENT: Assistant Planning Director Kerry Beutler, 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 October 7, 2025 with a correction to show that Mr. Beck was present, Ihler seconded the motion. The motion passed unanimously.

Public Hearings:

1. ANNX 25-001: ANNEXATION AND INITIAL ZONING OF LC FOR 18.396 ACRES.

Applicant: Leith Sheet, Horrocks Engineering, 2194 Snake River Parkway, Suite 205, Idaho Falls, Idaho. Sheets presented for annexation and zoning 18.554 acres. Sheets showed the area as being surrounded by City and this is an infill annexation. The initial zoning request is LC and they are within the airport overlay. LC is surrounding this annexation request. No immediate plans for development.

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

Scott asked what the status of Milligan Road is. Long indicated that Milligan is City on both sides, and this property annexation would include the entire right of way on both sides.

Storer confirmed that access to this parcel will come from Milligan.

Meehan asked if this area can be included in the new urban renewal district. Long and Sanner indicated that it is part of the new urban renewal district.

Ogden opened the public hearing.

Support/Opposition: No one appeared in support or opposition.

Ogden closed the public hearing.

Cantu Moved to recommend to the Mayor and City Council approval of the Annexation of 18.554 acres with initial zoning of LC and airport overlay zone. Storer 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; PROVIDING FOR THE ANNEXATION OF APPROXIMATELY 18.554 ACRES DESCRIBED IN EXHIBIT A OF THIS ORDINANCE, AMENDING THE LEGAL DESCRIPTION OF THE CITY WITH THE APPROPRIATE COUNTY AND STATE AUTHORITIES; AND PROVIDING SEVERABILITY, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE.

WHEREAS, the lands described in Exhibit A of this Ordinance are contiguous and adjacent to the City limits of the City of Idaho Falls, Idaho; and

WHEREAS, such lands described herein are subject to annexation to the City pursuant to the provisions of Idaho Code Section 50-222, and other laws, as amended; and

WHEREAS, the annexation of the lands described in Exhibit A is reasonably necessary to assure the orderly development of the City in order to allow efficient and economically viable provision of tax-supported and fee-supported municipal services; to enable the orderly development of private lands which benefit from a cost-effective availability of City services in urbanizing areas; and to equitably allocate the costs of City/public services in management of development on the City's urban fringe; and

WHEREAS, the City has authority to annex lands into the City pursuant to procedures of Idaho Code Section 50-222, as amended; and

WHEREAS, any portion of a highway lying wholly or partially within the lands to be annexed are included in the lands annexed by this Ordinance; and

WHEREAS, the lands annexed by this Ordinance are not connected to the City only by a "shoestring" or a strip of land which comprises a railroad or right-of-way; and

WHEREAS, all private landowners have consented to annexation of such lands, where necessary; and

WHEREAS, City of Idaho Falls Comprehensive Plan includes the area of annexation; and

WHEREAS, after considering the written and oral comments of property owners whose lands would be annexed and other affected persons, City Council specifically makes the following findings:

1) That the lands annexed meet the applicable requirements of Idaho Code Section 50-222 and do not fall within exceptions or conditional exceptions contained in Idaho Code Section 50-222;

2) The annexation is consistent with public purposes addressed in annexation and related plans prepared by the City; and

3) Annexation of the lands described in Section 1 are reasonably necessary for the orderly development of the City; and

WHEREAS, it appears to the Council that the lands described herein below in Exhibit A of this Ordinance should be annexed to and become a part of the City of Idaho Falls, Idaho; and

WHEREAS, the City wishes to exercise jurisdiction over the annexed lands in a way that promotes the orderly development of such lands; and

WHEREAS, the City of Idaho Falls Comprehensive Plan sets out policies and strategies designed to promote and sustain future growth within the City; and

WHEREAS, such designation is consistent with policies and principles contained within the City of Idaho Falls Comprehensive Plan; and

WHEREAS, the City desires the City of Idaho Falls Comprehensive Plan Map to be amended to reflect the designation contained in this Ordinance.

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

SECTION 1. Annexation of Property. The lands described in Exhibit A are hereby annexed to the City of Idaho Falls, Idaho.

SECTION 2. Amended Map and Legal Description. The City Clerk shall file a certified copy of this Ordinance with the Bonneville County Auditor, Treasurer, and Assessor, within ten (10) days after the effective date hereof. The City Engineer shall, within ten (10) days after such effective date, file an amended legal description and map of the City, with the Bonneville County Recorder and Assessor and the Idaho State Tax Commission, all in accordance with Idaho Code Section 63-2215.

SECTION 3. Findings. The findings contained in the recitals of this Ordinance be, and the same are hereby adopted as the official City Council findings for this Ordinance, and any further findings relative to this Ordinance shall be contained in the officially adopted Council minutes of the meeting in which this Ordinance was passed.

SECTION 4. Savings and Severability Clause. The provisions and parts of this Ordinance are intended to be severable. If any section, sentence, clause or phrase of this Ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this Ordinance.

SECTION 5. Publication. This Ordinance, or a summary thereof in compliance with Idaho Code, shall be published once in the official newspaper of the City, and shall take effect immediately upon its passage, approval, and publication.

SECTION 6. Effective Date. This Ordinance shall be in full force and effect from and after its passage, approval and publication.

PASSED BY THE COUNCIL AND APPROVED BY THE MAYOR this_____day of _____, 2025.

_____
Rebecca L. Noah Casper, Mayor

ATTEST:

_____
Emily Geisler, City Clerk

(SEAL)

STATE OF IDAHO)
: ss.
County of Bonneville)

I, EMILY GEISLER, CITY CLERK OF THE CITY OF IDAHO FALLS, IDAHO, DO HEREBY CERTIFY:

That the above and foregoing is a full, true and correct copy of the Ordinance entitled: "AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO; PROVIDING FOR THE ANNEXATION OF APPROXIMATELY 18.554 ACRES DESCRIBED IN EXHIBIT A OF THIS ORDINANCE, AMENDING THE LEGAL DESCRIPTION OF THE CITY WITH THE APPROPRIATE COUNTY AND STATE AUTHORITIES; AND PROVIDING SEVERABILITY, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE."

_____
Emily Geisler, City Clerk

(SEAL)

REASONED STATEMENT OF RELEVANT CRITERIA AND STANDARDS

ANNEXATION OF APPROXIMATELY 18.554 ACRES GENERALLY LOCATED NORTH OF EVENT CENTER DRIVE, EAST OF SNAKE RIVER PARKWAY, SOUTH OF WHITEWATER DRIVE, AND WEST OF THE SNAKE RIVER

WHEREAS, the applicant filed an application for annexation on September 23, 2025; and

WHEREAS, this matter came before the Idaho Falls Planning and Zoning Commission during a duly noticed public hearing on November 5, 2025; and

WHEREAS, this matter came before the Idaho Falls City Council during a duly noticed public hearing on December 11, 2025; and

WHEREAS, having reviewed the application, including all exhibits entered and having considered the issues presented:

I. RELEVANT CRITERIA AND STANDARDS

1. The City Council considered the request pursuant to City of Idaho Falls Comprehensive Plan, City of Idaho Falls Zoning Ordinance, City of Idaho Falls Subdivision Ordinance, the Local Land Use Planning Act, and other applicable development regulations.
2. The property is approximately 18.554 acres generally located north of Event Center Drive, east of Snake River Parkway, south of Whitewater Drive, and west of the Snake River.
3. This property is in the Area of Impact and included in the Comprehensive Plan Map.
4. The property is contiguous to City limits along the north, west and south property lines.
5. The annexation was initiated by the property owner.
6. City utilities are in the vicinity of this property.
7. The Comprehensive Plan designates this area as Mixed-Use Centers and Corridors.
8. Idaho Falls Planning and Zoning Commission recommended approval of annexation.
9. The proposed annexation is consistent with the policies of the Comprehensive Plan.

II. DECISION

Based on the above Reasoned Statement of Relevant Criteria, the City Council of the City of Idaho Falls approved the annexation as presented.

PASSED BY CITY COUNCIL OF THE CITY OF IDAHO FALLS

THIS _____ DAY OF _____, 2025

_____

Rebecca L. Noah Casper - Mayor

ORDINANCE NO._____

AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO; PROVIDING FOR THE INITIAL ZONING OF APPROXIMATELY 18.554 ACRES DESCRIBED IN EXHIBIT A OF THIS ORDINANCE AS LC, LIMITED COMMERCIAL WITH THE CONTROLLED DEVELOPMENT AIRPORT OVERLAY ZONE ; AND PROVIDING SEVERABILITY, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE.

WHEREAS, the proposed initial zoning district of lands described in Exhibit A is LC, Limited Commercial with the Controlled Development Airport Overlay Zone for such annexed lands is consistent with the current City of Idaho Falls Comprehensive Plan Land use designation "Mixed Use Centers and Corridors"; and

WHEREAS, the proposed zoning district is consistent and compatible with the existing and surrounding zoning districts and is consistent with principles of the City of Idaho Falls Comprehensive Plan; and

WHEREAS, for consistency with the Comprehensive Plan, the Council desires to designate the lands within the area of annexation as "Mixed Use Centers and Corridors"; and

WHEREAS, Idaho Falls Planning and Zoning Commission held a duly noticed public hearing on November 5, 2025, and recommended approval of zoning the subject property to LC Zone with the Controlled Development Airport Overlay Zone; and

WHEREAS, the Council conducted a duly noticed public hearing and passed a motion to approve this zoning on December 11, 2025.

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

SECTION 1: Comprehensive Plan Designation. The area described in Exhibit A are hereby given a Comprehensive Plan designation of Mixed Use Centers and Corridors.

SECTION 2: Legal Description. The lands described in Exhibit A are hereby zoned as LC, Limited Commercial Zone with the Controlled Development Airport Overlay Zone.

SECTION 3. Zoning. The property described in Section 1 of this Ordinance be and the same hereby is zoned "LC, Limited Commercial Zone with Controlled Development Airport Overlay Zone" and the City Planner is hereby ordered to make the necessary amendments to the official maps of the City of Idaho Falls which are on file at the City Planning Department Offices, 680 Park Avenue.

SECTION 4. Savings and Severability Clause. The provisions and parts of this Ordinance are

intended to be severable. If any section, sentence, clause or phrase of this Ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this Ordinance.

SECTION 5. Publication. This Ordinance, or a summary thereof in compliance with Idaho Code, shall be published once in the official newspaper of the City, and shall take effect immediately upon its passage, approval, and publication.

SECTION 6. Effective Date. This Ordinance shall be in full force and effect from and after its passage, approval and publication.

PASSED by the City Council and APPROVED by the Mayor of the City of Idaho Falls, Idaho, this_____day of_____, 2025.

CITY OF IDAHO FALLS, IDAHO

_____
Rebecca L. Noah Casper, Mayor

ATTEST:

_____
Emily Geisler, City Clerk

(SEAL)

STATE OF IDAHO)
) ss:
County of Bonneville)

I, EMILY GEISLER, CITY CLERK OF THE CITY OF IDAHO FALLS, IDAHO, DO HEREBY CERTIFY:

That the above and foregoing is a full, true and correct copy of the Ordinance entitled, "AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO; PROVIDING FOR THE INITIAL ZONING OF APPROXIMATELY 18.554 ACRES DESCRIBED IN EXHIBIT A OF THIS ORDINANCE AS LC, LIMITED COMMERCIAL WITH THE CONTROLLED DEVELOPMENT AIRPORT OVERLAY ZONE; AND PROVIDING SEVERABILITY, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE."

_____

Emily Geisler, City Clerk

(SEAL)

EXHIBIT

LEGAL DESCRIPTION

A parcel of land located in the North half of Section 25, Township 2 North, Range 37 East, Boise Meridian, Bonneville County, Idaho, more particularly described as follows:

COMMENCING at the northwest corner of said Section 25, from which the West quarter corner of the same bears S00°40’30”W 2637.19 feet, thence along the West line of said Section 25, S00°40’30”W 1689.31 feet, thence N89°12’56”E 2131.80 feet to a point on the westerly bank of the Snake River, also being a corner point of City of Idaho Falls Annexation Ordinance Number 2539, also being the POINT OF BEGINNING;

Thence along the boundary of said Annexation Ordinance the following six (6) courses:
1.S86°50’25”W 813.21 feet;
2.N00°25’29”E 334.78 feet;
3.N20°32’20”E 132.89 feet;
4.S86°50’10”W 45.79 feet;
5.N00°25’29”E 218.47 feet;
6.N75°38’00”E 1400.33 feet to a point on said westerly bank and a corner point of said Annexation Ordinance, also being on the boundary of City of Idaho Falls Annexation Ordinance Number 1109;

Thence S29°20’18”W 1121.65 feet along the boundary of said Annexation Ordinance Number 1109 to the POINT OF BEGINNING.

Excepting therefrom:

A parcel of land located in the North half of Section 25, Township 2 North, Range 37 East, Boise Meridian, Bonneville County, Idaho, more particularly described as follows:

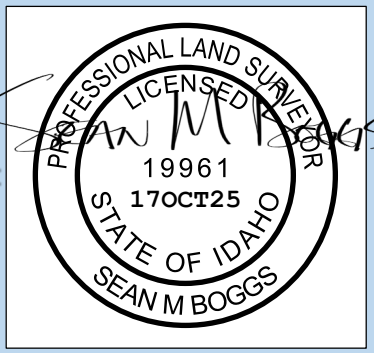
COMMENCING at the northwest corner of said Section 25, from which the West quarter corner of the same bears S00°40’30”W 2637.19 feet, thence along the West line of said Section 25, S00°40’30”W 1689.31 feet, thence N89°12’56”E 2131.80 feet to a point on the westerly bank of the Snake River, also being a corner point of City of Idaho Falls Annexation Ordinance Number 2539, thence N67°10’56”W 249.16 feet to the POINT OF BEGINNING;

Thence N00°25’49”W 184.07 feet;
Thence N88°48’50”E 225.09 feet to a point on the westerly edge of the historic prescriptive right-of-way of Milligan Road;
Thence S25°23’32”W 165.34 feet along said right-of-way;
Thence S75°33’07”W 157.75 feet to the POINT OF BEGINNING.

Said parcel contains 18.554 acres, more or less.

Submitted by:
Eng/Survey Firm Name: Horrocks
Contact Name: Sean Boggs
Phone Number: (208)607-4755
Email: sean.boggs@horrocks.com

PLS Seal:



ANNEXATION
ORDINANCE
_____

P.O.C.
NW COR. SEC. 25
BRASS CAP MONUMENT
CP&F INST. NO. 1705933



1689.31'

S00°40'30"W 2367.19'

677.88'



W 1/4 COR. SEC. 25
ALUMINUM CAP MONUMENT
CP&F INST. NO. 1699618

CITY OF IDAHO FALLS

LEGAL DESCRIPTION
ANNEXATION PARCEL

A parcel of land located in the North half of Section 25, Township 2 North, Range 37 East, Boise Meridian, Bonneville County, Idaho, more particularly described as follows:

COMMENCING at the northwest corner of said Section 25, from which the West quarter corner of the same bears S00°40'30"W 2637.19 feet, thence along the West line of said Section 25, S00°40'30"W 1689.31 feet, thence N89°12'56"E 2131.80 feet to a point on the westerly bank of the Snake River, also being a corner point of City of Idaho Falls Annexation Ordinance Number 2539, also being the **POINT OF BEGINNING**;

Thence along the boundary of said Annexation Ordinance the following six (6) courses:

1. S86°50'25"W 813.21 feet;
2. N00°25'29"E 334.78 feet;
3. N20°32'20"E 132.89 feet;
4. S86°50'10"W 45.79 feet;
5. N00°25'29"E 218.47 feet;
6. N75°38'00"E 1400.33 feet to a point on said westerly bank and a corner point of said Annexation Ordinance, also being on the boundary of City of Idaho Falls Annexation Ordinance Number 1109;

Thence S29°20'18"W 1121.65 feet along the boundary of said Annexation Ordinance Number 1109 to the **POINT OF BEGINNING**.

Excepting therefrom:

A parcel of land located in the North half of Section 25, Township 2 North, Range 37 East, Boise Meridian, Bonneville County, Idaho, more particularly described as follows:

COMMENCING at the northwest corner of said Section 25, from which the West quarter corner of the same bears S00°40'30"W 2637.19 feet, thence along the West line of said Section 25, S00°40'30"W 1689.31 feet, thence N89°12'56"E 2131.80 feet to a point on the westerly bank of the Snake River, also being a corner point of City of Idaho Falls Annexation Ordinance Number 2539, thence N67°10'56"W 249.16 feet to the **POINT OF BEGINNING**;

Thence N00°25'49"W 184.07 feet;

Thence N88°48'50"E 225.09 feet to a point on the westerly edge of the historic prescriptive right-of-way of Milligan Road;

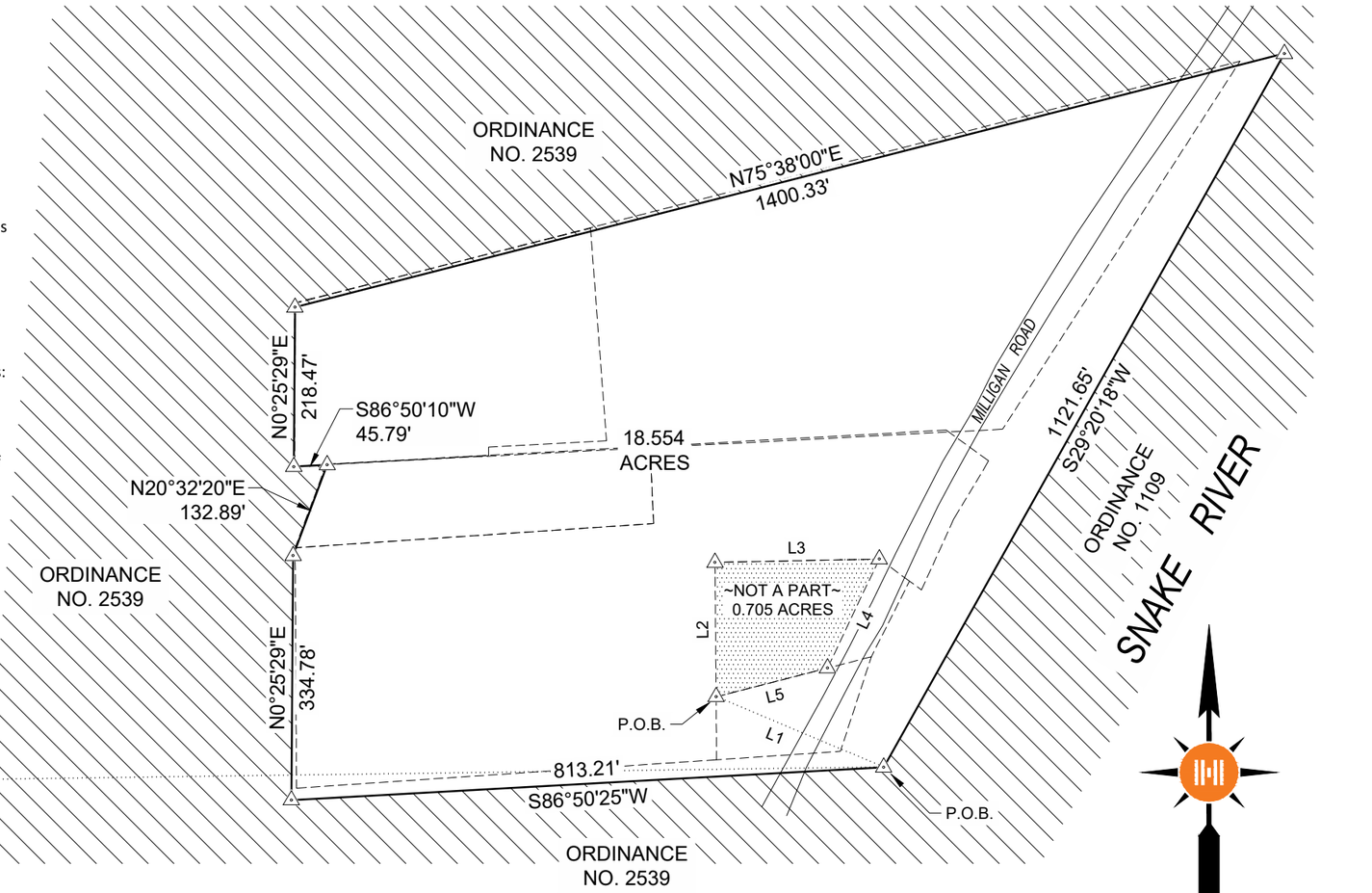
Thence S25°23'32"W 165.34 feet along said right-of-way;

Thence S75°33'07"W 157.75 feet to the **POINT OF BEGINNING**.

Said parcel contains 18.554 acres, more or less.

Line Table		
Line #	Length	Direction
L1	249.16'	N67°10'56"W
L2	184.07'	N0°25'49"W
L3	225.09'	N88°48'50"E
L4	165.34'	S25°23'32"W
L5	157.75'	S75°33'07"W

PROFESSIONAL LAND SURVEYOR
LICENSED
19961
17OCT25
STATE OF IDAHO
SEAN M BOGGS



RECORDED WITH THE BONNEVILLE COUNTY RECORDERS OFFICE
AS INSTRUMENT NO. _____

LIMITS OF USAGE
THIS EXHIBIT DOES NOT CONSTITUTE A RECORD OF SURVEY NOR SHOULD IT BE USED TO CONVEY TITLE. IT IS A GRAPHICAL REPRESENTATION OF A WRITTEN LEGAL DESCRIPTION.

Horrocks.
2194 Snake River Pkwy., Ste 205
Idaho Falls, ID 83402
(208) 522-1223
www.horrocks.com

OWNER:

CITY:

WARNING
0 1/2 1
IF THIS BAR DOES NOT MEASURE 1" THEN DRAWING IS NOT TO SCALE

SRL RIVERVIEW ANNEXATION

EXHIBIT

DRAWING INFO	
DATE	10/17/25
SCALE	1" = 200'
REV #	DATE

*SEE 2nd SHEET FOR LISTING
PROJ. NO: ID-11515-25

1

H:\2025\ID-11515-25 BV SRL Riverview Annexation\Project Data\04 Survey\4.04 Existing\20250902_SRL Annexation Boundary.dwg Sean Boggs 10/17/2025 1:40 PM

REASONED STATEMENT OF RELEVANT CRITERIA AND STANDARDS

INITIAL ZONING OF LC, LIMITED COMMERCIAL WITH THE CONTROLLED DEVELOPMENT AIRPORT OVERLAY ZONE APPROXIMATELY 18.554 ACRES, GENERALLY LOCATED NORTH OF EVENT CENTER DRIVE, EAST OF SNAKE RIVER PARKWAY, SOUTH OF WHITEWATER DRIVE, AND WEST OF THE SNAKE RIVER.

WHEREAS, the applicant filed an application for annexation on September 23, 2025; and

WHEREAS, this matter came before the Idaho Falls Planning and Zoning Commission during a duly noticed public hearing on November 5, 2025; and

WHEREAS, this matter came before the Idaho Falls City Council during a duly noticed public hearing on December 11, 2025; and

WHEREAS, having reviewed the application, including all exhibits entered and having considered the issues presented:

I. RELEVANT CRITERIA AND STANDARDS

1. The City Council considered the request pursuant to City of Idaho Falls Comprehensive Plan, City of Idaho Falls Zoning Ordinance, City of Idaho Falls Subdivision Ordinance, the Local Land Use Planning Act, and other applicable development regulations.
2. The property is approximately 18.554 acres generally located north of Event Center Drive, east of Snake River Parkway, south of Whitewater Drive, and west of the Snake River.
3. The Comprehensive Plan designates this area as Mixed Use Centers and Corridors.
4. The proposed zoning consists of 18.554 acres of LC, Limited Commercial with the Controlled Development Airport Overlay Zone. The proposed zones are consistent with the policies of the Comprehensive Plan and existing zoning and land uses in the area.
5. Idaho Falls Planning and Zoning Commission recommended approval of the LC, Limited Commercial with the Controlled Development Airport Overlay Zone.

II. DECISION

Based on the above Reasoned Statement of Relevant Criteria, the City Council of the City of Idaho Falls approved the initial zoning as presented.

PASSED BY CITY COUNCIL OF THE CITY OF IDAHO FALLS

THIS _____ DAY OF _____, 2025

_____

Rebecca L. Noah Casper - Mayor

Memorandum

File #: 25-482 **City Council Meeting**

FROM: Wade Sanner, Director
DATE: Monday, December 1, 2025
DEPARTMENT: Community Development Services

Subject
Legislative Public Hearing for the Annexation and Initial Zoning of R2, Mixed Residential with the Approach Surface Airport Overlay Zone - Annexation and Initial Zoning Ordinances and Reasoned Statements of Relevant Criteria and Standards for approximately 1.5 acres in the SE ¼ of Section 30, Township 3 North, Range 38 East.

Council Action Desired
☒ Ordinances ☒ Resolutions ☒ Public Hearing
☐ Other Action (Approval, Authorization, Ratification, etc.)
1. Approve the Ordinance annexing approximately 1.5 acres in the SE ¼ of Section 30, Township 3 North, Range 38 East; assign a Comprehensive Plan Designation of "General Urban;" and under a suspension of the rules requiring three complete and separate readings, request that it be read by title and published by summary (or consider the Ordinance on the first reading and that it be read by title, reject the Ordinance, or take other action deemed appropriate).

2. Approve the Reasoned Statement of Relevant Criteria and Standards for the annexation of approximately 1.5 acres in the SE ¼ of Section 30, Township 3 North, Range 38 East and give authorization for the Mayor to execute the necessary documents (or take other action deemed appropriate).

3. Approve the Ordinance establishing the initial zoning for R2, Mixed Residential with the Approach Surface Airport Overlay Zone as shown in the Ordinance exhibits under a suspension of the rules requiring three complete and separate readings; and request that it be read by title and published by summary; that the City limits documents be amended to include the area annexed herewith; and that the City Planner be instructed to reflect said annexation, amendment to the Comprehensive Plan, and initial zoning on the Comprehensive Plan and Zoning Maps located in the Planning office (or consider the Ordinance on the first reading and that it be read by title, reject the Ordinance, or take other action deemed appropriate).

4. Approve the Reasoned Statement of Relevant Criteria and Standards for the initial zoning of R2, Mixed Residential with the Approach Surface Airport Overlay Zone 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 Annexation and Initial Zoning of R2, Mixed Residential with the Approach Surface Airport Overlay Zone, which includes the Annexation and Initial Zoning Ordinances and Reasoned Statements of Relevant Criteria and Standards for approximately 1.5 acres in the SE ¼ of Section 30, Township 3 North, Range 38 East. On November 5, 2025, the Planning and Zoning Commission unanimously voted to recommend approval of the annexation with initial zoning of R2, Mixed Residential with the Approach Surface Airport Overlay Zone to the Mayor and City Council as presented.

Alignment with City & Department Planning Objectives



☐ ☒ ☒ ☐ ☒ ☐ ☐ ☐

Successful annexation consideration seeks consistency with the principles of the Comprehensive Plan, including Growth, Sustainability, and Livable Communities. Consideration of initial zoning must be consistent with the principles of the Comprehensive Plan which includes many policies and goals related to Good Governance, Growth, Sustainability, and Livable Communities.

Interdepartmental Coordination

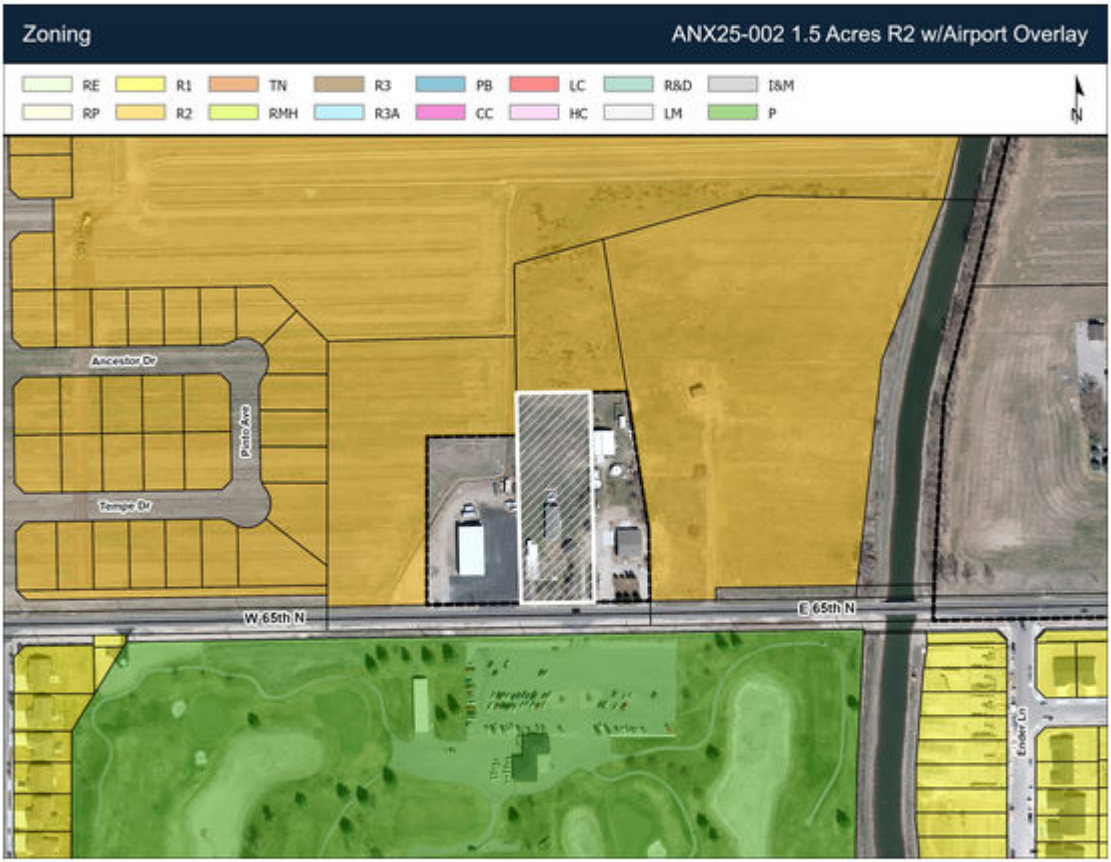
The annexation legal description has been reviewed for accuracy by professional surveyors in the Public Works Engineering Division.

Fiscal Impact

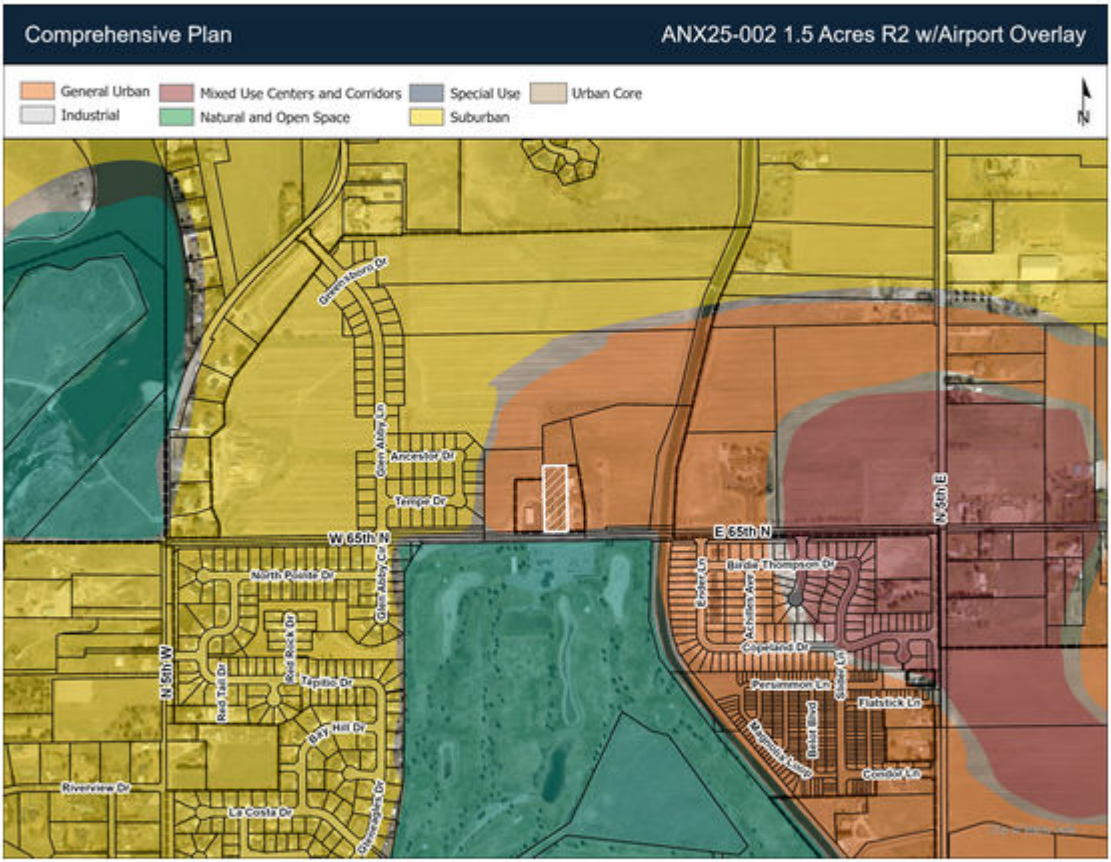
NA

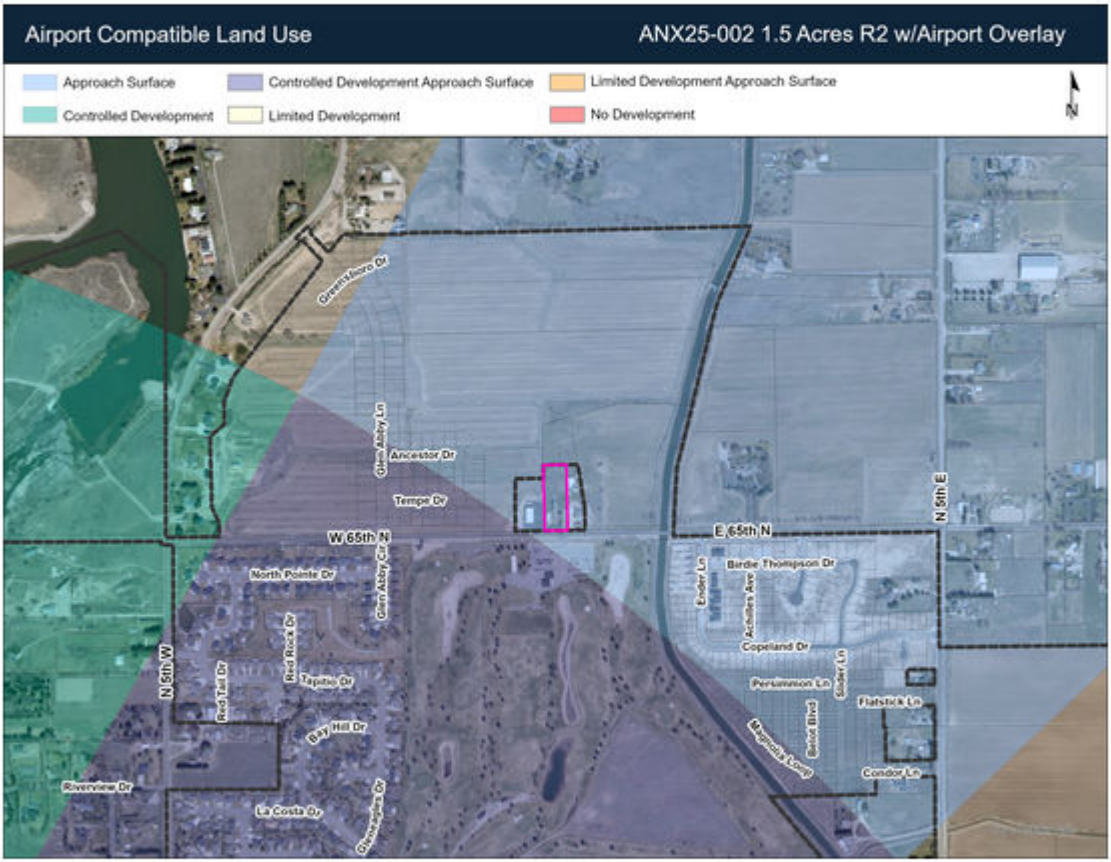
Legal Review

This application and ordinances have been reviewed by the Legal Department for consistency with state statues.


Zoning
ANX25-002 1.5 Acres R2 w/Airport Overlay
RE
R1
TN
R3
PB
LC
R&D
I&M
RP
R2
RMH
R3A
CC
HC
LM
P
N
Ancestor Dr
Pinto Ave
Tempe Dr
W 65th N
E 65th N
Ember Ln


Aerial
ANX25-002 1.5 Acres R2 w/Airport Overlay
W 65th N
E 65th N


Comprehensive Plan
ANX25-002 1.5 Acres R2 w/Airport Overlay
General Urban
Industrial
Mixed Use Centers and Corridors
Natural and Open Space
Special Use
Suburban
Urban Core
N
Greensboro Dr
Glen Abby Ln
Ancestor Dr
Tempe Dr
W 65th N
E 65th N
N 5th E
North Pointe Dr
Glen Abby Cir
Red Rock Dr
Red Tail Dr
N 5th W
Tapitso Dr
Bay Hill Dr
Riverview Dr
La Costa Dr
Greenshire Dr
Bardie Thompson Dr
Esser Ln
Athlon Ave
Copeland Dr
Persimmon Ln
Slater Ln
Flatstick Ln
Baker Blvd
Condor Ln


Airport Compatible Land Use
ANX25-002 1.5 Acres R2 w/Airport Overlay
Approach Surface
Controlled Development Approach Surface
Limited Development Approach Surface
Controlled Development
Limited Development
No Development
N
Greensboro Dr
Glen Abby Ln
Ancestor Dr
Tempe Dr
W 65th N
E 65th N
N 5th E
N 5th W
North Pointe Dr
Glen Abby Cir
Red Rock Dr
Red Tail Dr
Tepatio Dr
Bay Hill Dr
Riverview Dr
La Costa Dr
Chesapeake Dr
Ender Ln
Birdie Thompson Dr
Achilles Ave
Copeland Dr
Persimmon Ln
Sister Ln
Flatstick Ln
Bogey Blvd
Magnolia Loop
Condor Ln

STAFF REPORT

ANNEXATION OF 1.5 ACRES
SE ¼ OF SECTION 30, T3N, R38E
INITIAL ZONING OF R2, MIXED RESIDENTIAL AND AIRPORT OVERLAY ZONE OF APPROACH SURFACE
December 11, 2025

IDAHO FALLS

Community Development Services

Applicant: Robert Canfield

Owner: Chris and Christina Canfield

Project Manager: Caitlin Long

Location: Generally located north of E 65th N, east of N 5th West, south of Commons Rd, and west of N 5th East.

Size: Approximately 1.5 Acres

Zoning:
Existing: County A-1
North: R2
South: P
East: County A-1
West: County A1

Proposed Zoning: R2 with Airport Overlay Zone

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

Future Land Use Map:
General Urban

Attachments:
1. Comprehensive Plan Policies
2. Zoning Information
3. Allowed Uses
4. Annexation Exhibit
5. Maps & Aerial Photos

Requested Action: To **approve** of the annexation and initial zoning of R2, Mixed Residential and Airport Overlay Zone of Approach Surface.

Annexation: This annexation was requested by the property owner. The property is in the Area of Impact and contiguous to City limits along the north and south property lines. Annexation of the property is consistent with the policies of the City's Comprehensive Plan. The right-of-way for E 65th N, in front of this property has already been annexed.

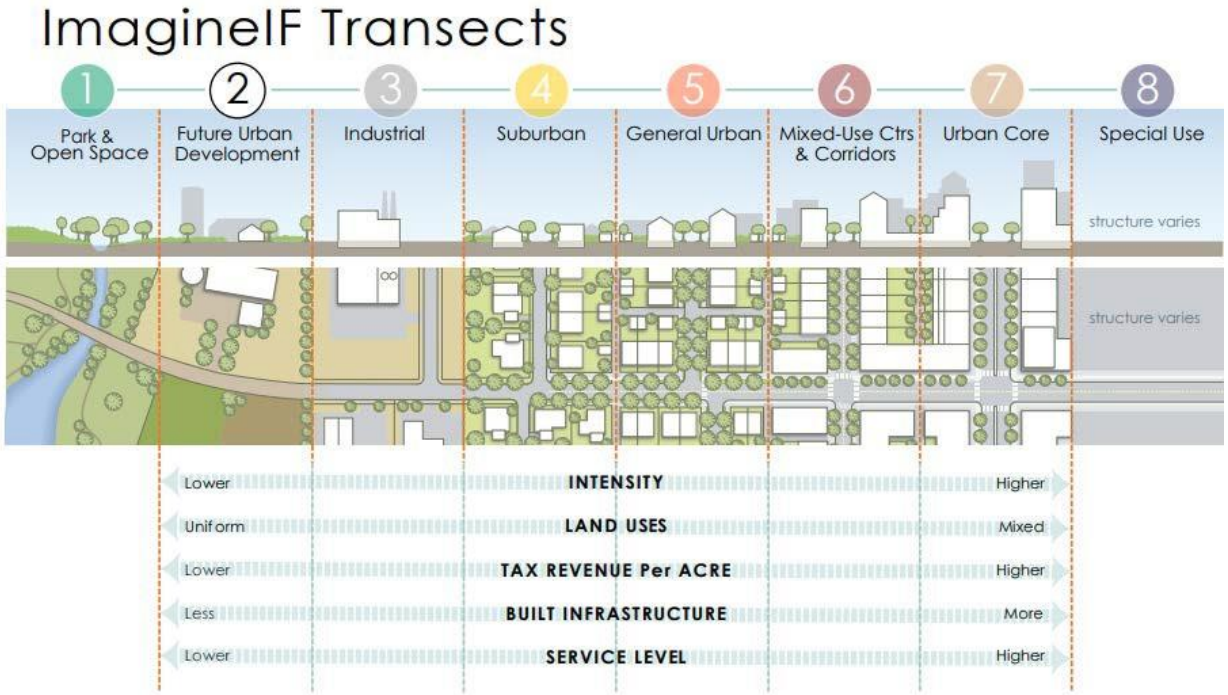
Initial Zoning: The proposed zoning is R2 with the Airport Overlay zone of Approach Surface. The property is adjacent to R2 to the north and P, Public to the south. There are also two small county parcels on each side of this parcel, but R2 surrounds those parcels as well so R2 is the prominent zoning in the area. The proposed zoning is in accordance with the surrounding zoning and the Comprehensive Plan Transect of General Urban. The R2 zone is a residential zone characterized by smaller lots and more compact and denser residential development. The Airport Overlay Zone will not affect development of this land.

Staff Comments: This property is approx.1.5 acres of land. The proposed zoning is in line with the surrounding zoning and Compressive plan. The General Urban transect includes a variety of housing types and lots are smaller and more compact than suburban areas. The R2 has similar traits of the transect of General Urban. Utilities are already in E 65th N including water, sewer, and power.

Staff Recommendation: Staff has reviewed the annexation and initial zoning application and finds that it is consistent with the Comprehensive Zoning Code and the City's Comprehensive Plan. Staff recommends approval of the annexation and initial zoning of R2 and the Airport Overlay Zone.

Comprehensive Plan Land Use

Transects: pg. 60-70





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

Zoning Ordinance:

11-3-3: PURPOSES OF RESIDENTIAL ZONES.

(D) R2 Mixed Residential Zone. This zone provides a residential zone characterized by smaller lots and dwellings, more compact and denser residential development; and higher volumes of vehicular and pedestrian traffic than are characteristic of the RE, RP and R1 Zones. The principal uses permitted in the R2 Zone shall be one (1), two (2), three (3), and four (4) dwelling units. This zone is also generally located near limited commercial services that provide daily household needs.

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

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

	RE	RP	R1	R2	TN	R3	R3A	RMH
Lot Area								
Lot Area Minimum in 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.								

11-2-3: ALLOWED USES IN RESIDENTIAL ZONES.

Table 11-2-1: Allowed Uses in Residential Zones

P = permitted use. C1 = administrative conditional use. C2 = Board of Adjustment conditional use. C3 = City Council conditional use. A blank denotes a use that is not allowed in that zone.

*Indicates uses that are subject to specific land use provisions set forth in the Standards for Allowed Land Uses Section of this Chapter.

	Residential							
Proposed Land Use Classification	**RE**	**RP**	**R1**	**R2**	**TN**	**RMH**	**R3**	**R3A**
Accessory Use	P	P	P	P	P	P	P	P
Agriculture*	P							
Animal Care Clinic*					P*			P
Artist Studio					P*			
Bed and Breakfast*								P
Boarding /Rooming House							P	P
Day Care, Center*	C_2	C_2	C_2	P	P		P	P
Day Care, Group*	C_1	C_1	C_1	P	P	C_1	P	P
Day Care, Home	C_1	C_1	C_1	P	P	C_1	P	P
Dwelling, Accessory Unit*	P	P	P	P	P	P	P	P
Dwelling, Multi-Unit*				P*	P		P	P
Dwelling, Multi-Unit Attached*				P	P		P	P
Dwelling, Single Unit Attached*			P	P	P	P	P	P
Dwelling, Single Unit Detached	P	P	P	P	P	P	P	P
Dwelling, Two Unit				P	P		P	P
Eating Establishment, Limited					P*			P
Financial Institutions					P*			P
Food Processing, Small Scale					P*			P
Food Store					P*			P
Fuel Station					P*			
Health Care and Social Services					P*			P
Home Occupation*	C_1	C_1	C_1	C_1	C_1	C_1	C_1	C_1
Information Technology								P
Live-Work*					C_1			P
Manufactured Home*	P	P	P	P	P	P	P	P
Mobile Home Park*						P		C_2
Mortuary								P
Park and Recreation Facility*	P	P	P	P	P	P	P	P
Parking Facility								P
Personal Service					P*			P
Planned Unit Development*	C_3	C_3	C_3	C_3	C_3	C_3	C_3	C_3
Professional Service					P			P
Public Service Facility*	C_2	C_2	C_2	C_2	C_2	C_2	C_2	C_2
Public Service Facility, Limited	P	P	P	P	P	P	P	P
Public Service Use								P
Recreational Vehicle Park*						P		

Proposed Land Use Classification	RE	RP	R1	R2	TN	RMH	R3	R3A
Religious Institution*	C_2	C_2	C_2	C_2	C_2	C_2	C_2	C_2
Residential Care Facility							P	P
Retail					P*			C_2
School	C_2	C_2	C_2	C_2	C_2	C_2	C_2	C_2
Short Term Rental*	P	P	P	P	P	P	P	P
Transit Station								P

(Ord. 3218, 9-13-18) (Ord. 3358, 12-10-20) (Ord. 3451, 3-31-22) (Ord. 3458, 4-14-22)

(Ord. 3496, 12-8-22) (Ord.3574, 6-13-24) (Ord. 3619, 7-31-25)

November 5, 2025 7:00 p.m. Planning Department

City Annex Council Chambers

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

MEMBERS ABSENT: None.

ALSO PRESENT: Assistant Planning Director Kerry Beutler, 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 October 7, 2025 with a correction to show that Mr. Beck was present, Ihler seconded the motion. The motion passed unanimously.

Public Hearings:

2. <u>ANNX 25-002: ANNEXATION AND INITIAL ZONING OF R2 FOR 1.5 ACRES</u>

Applicant: Chris Canfield, 6935 E Valverde, Idaho Falls, Idaho. Canfield stated that this property is near Sage Lakes Golf Course. Canfield is wanting to access City services and go through the annexation process.

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

Ihler opened the public hearing.

Support/Opposition: No one appeared in support or opposition.

Ogden closed the public hearing.

Ihler stated that this property is surrounded by City and makes sense to annex.

Ihler moved to recommend to the Mayor and City Council approval of the Annexation and Initial Zoning of R2 and Airport Overlay for Approach Surface for 1.5 acres of SE 1/.4 of Section 30, T3N, R38 E. Scott 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; PROVIDING FOR THE ANNEXATION OF APPROXIMATELY 1.5 ACRES DESCRIBED IN EXHIBIT A OF THIS ORDINANCE, AMENDING THE LEGAL DESCRIPTION OF THE CITY WITH THE APPROPRIATE COUNTY AND STATE AUTHORITIES; AND PROVIDING SEVERABILITY, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE.

WHEREAS, the lands described in Exhibit A of this Ordinance are contiguous and adjacent to the City limits of the City of Idaho Falls, Idaho; and

WHEREAS, such lands described herein are subject to annexation to the City pursuant to the provisions of Idaho Code Section 50-222, and other laws, as amended; and

WHEREAS, the annexation of the lands described in Exhibit A is reasonably necessary to assure the orderly development of the City in order to allow efficient and economically viable provision of tax-supported and fee-supported municipal services; to enable the orderly development of private lands which benefit from a cost-effective availability of City services in urbanizing areas; and to equitably allocate the costs of City/public services in management of development on the City's urban fringe; and

WHEREAS, the City has authority to annex lands into the City pursuant to procedures of Idaho Code Section 50-222, as amended; and

WHEREAS, any portion of a highway lying wholly or partially within the lands to be annexed are included in the lands annexed by this Ordinance; and

WHEREAS, the lands annexed by this Ordinance are not connected to the City only by a "shoestring" or a strip of land which comprises a railroad or right-of-way; and

WHEREAS, all private landowners have consented to annexation of such lands, where necessary; and

WHEREAS, City of Idaho Falls Comprehensive Plan includes the area of annexation; and

WHEREAS, after considering the written and oral comments of property owners whose lands would be annexed and other affected persons, City Council specifically makes the following findings:

1) That the lands annexed meet the applicable requirements of Idaho Code Section 50-222 and do not fall within exceptions or conditional exceptions contained in Idaho Code Section 50-222;

2) The annexation is consistent with public purposes addressed in annexation and related plans prepared by the City; and

3) Annexation of the lands described in Section 1 are reasonably necessary for the orderly development of the City; and

WHEREAS, it appears to the Council that the lands described herein below in Exhibit A of this Ordinance should be annexed to and become a part of the City of Idaho Falls, Idaho; and

WHEREAS, the City wishes to exercise jurisdiction over the annexed lands in a way that promotes the orderly development of such lands; and

WHEREAS, the City of Idaho Falls Comprehensive Plan sets out policies and strategies designed to promote and sustain future growth within the City; and

WHEREAS, such designation is consistent with policies and principles contained within the City of Idaho Falls Comprehensive Plan; and

WHEREAS, the City desires the City of Idaho Falls Comprehensive Plan Map to be amended to reflect the designation contained in this Ordinance.

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

SECTION 1. Annexation of Property. The lands described in Exhibit A are hereby annexed to the City of Idaho Falls, Idaho.

SECTION 2. Amended Map and Legal Description. The City Clerk shall file a certified copy of this Ordinance with the Bonneville County Auditor, Treasurer, and Assessor, within ten (10) days after the effective date hereof. The City Engineer shall, within ten (10) days after such effective date, file an amended legal description and map of the City, with the Bonneville County Recorder and Assessor and the Idaho State Tax Commission, all in accordance with Idaho Code Section 63-2215.

SECTION 3. Findings. The findings contained in the recitals of this Ordinance be, and the same are hereby adopted as the official City Council findings for this Ordinance, and any further findings relative to this Ordinance shall be contained in the officially adopted Council minutes of the meeting in which this Ordinance was passed.

SECTION 4. Savings and Severability Clause. The provisions and parts of this Ordinance are intended to be severable. If any section, sentence, clause or phrase of this Ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this Ordinance.

SECTION 5. Publication. This Ordinance, or a summary thereof in compliance with Idaho Code, shall be published once in the official newspaper of the City, and shall take effect immediately upon its passage, approval, and publication.

SECTION 6. Effective Date. This Ordinance shall be in full force and effect from and after its passage, approval and publication.

PASSED BY THE COUNCIL AND APPROVED BY THE MAYOR this_____day of _____, 2025.

_____
Rebecca L. Noah Casper, Mayor

ATTEST:

_____
Emily Geisler, City Clerk

(SEAL)

STATE OF IDAHO)
: ss.
County of Bonneville)

I, EMILY GEISLER, CITY CLERK OF THE CITY OF IDAHO FALLS, IDAHO, DO HEREBY CERTIFY:

That the above and foregoing is a full, true and correct copy of the Ordinance entitled: "AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO; PROVIDING FOR THE ANNEXATION OF APPROXIMATELY 1.5 ACRES DESCRIBED IN EXHIBIT A OF THIS ORDINANCE, AMENDING THE LEGAL DESCRIPTION OF THE CITY WITH THE APPROPRIATE COUNTY AND STATE AUTHORITIES; AND PROVIDING SEVERABILITY, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE."

_____
Emily Geisler, City Clerk

(SEAL)

REASONED STATEMENT OF RELEVANT CRITERIA AND STANDARDS

ANNEXATION OF APPROXIMATELY 1.5 ACRES GENERALLY LOCATED NORTH OF EAST 65TH NORTH, EAST OF NORTH 5TH WEST, SOUTH OF COMMONS ROAD, AND WEST OF NORTH 5TH EAST

WHEREAS, the applicant filed an application for annexation on September 29, 2025; and

WHEREAS, this matter came before the Idaho Falls Planning and Zoning Commission during a duly noticed public hearing on November 5, 2025; and

WHEREAS, this matter came before the Idaho Falls City Council during a duly noticed public hearing on December 11, 2025 and

WHEREAS, having reviewed the application, including all exhibits entered and having considered the issues presented:

I. RELEVANT CRITERIA AND STANDARDS

1. The City Council considered the request pursuant to City of Idaho Falls Comprehensive Plan, City of Idaho Falls Zoning Ordinance, City of Idaho Falls Subdivision Ordinance, the Local Land Use Planning Act, and other applicable development regulations.
2. The property is approximately 1.5 acres generally located north of E 65th N, east of N 5th West, south of Commons Rd, and west of N 5th East.
3. This property is in the Area of Impact and included in the Comprehensive Plan Map.
4. The property is contiguous to City limits along the north and south property lines.
5. The annexation was initiated by the property owner.
6. City utilities are in the vicinity of this property.
7. The Comprehensive Plan designates this area as General Urban.
8. Idaho Falls Planning and Zoning Commission recommended approval of annexation.
9. The proposed annexation is consistent with the policies of the Comprehensive Plan.

II. DECISION

Based on the above Reasoned Statement of Relevant Criteria, the City Council of the City of Idaho Falls approved the annexation as presented.

PASSED BY CITY COUNCIL OF THE CITY OF IDAHO FALLS

THIS _____ DAY OF _____, 2025

_____

Rebecca L. Noah Casper - Mayor

ORDINANCE NO._____

AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO; PROVIDING FOR THE INITIAL ZONING OF APPROXIMATELY 1.5 ACRES DESCRIBED IN EXHIBIT A OF THIS ORDINANCE AS R2 MIXED RESIDENTIAL AND APPROACH SURFACE AIRPORT OVERLAY ZONE AND PROVIDING SEVERABILITY, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE.

WHEREAS, the proposed initial zoning district of lands described in Exhibit A is R2, Mixed Residential with Approach Surface Airport Overlay Zone for such annexed lands is consistent with the current City of Idaho Falls Comprehensive Plan Land use designation "General Urban"; and

WHEREAS, the proposed zoning district is consistent and compatible with the existing and surrounding zoning districts and is consistent with principles of the City of Idaho Falls Comprehensive Plan; and

WHEREAS, for consistency with the Comprehensive Plan, the Council desires to designate the lands within the area of annexation as "General Urban"; and

WHEREAS, Idaho Falls Planning and Zoning Commission held a duly noticed public hearing on November 5, 2025, and recommended approval of zoning the subject property to R2 with Approach Surface Airport Overlay Zone; and

WHEREAS, the Council conducted a duly noticed public hearing and passed a motion to approve this zoning on December 11, 2025.

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

SECTION 1: Comprehensive Plan Designation. The area described in Exhibit A are hereby given a Comprehensive Plan designation of General Urban.

SECTION 2: Legal Description. The lands described in Exhibit A are hereby zoned as R2, Mixed Residential with Approach Surface Airport Overlay Zone.

SECTION 3. Zoning. The property described in Section 1 of this Ordinance be and the same hereby is zoned "R2 Mixed Residential Zone with Approach Surface Airport Overlay Zone " and the City Planner is hereby ordered to make the necessary amendments to the official maps of the City of Idaho Falls which are on file at the City Planning Department Offices, 680 Park Avenue.

SECTION 4. Savings and Severability Clause. The provisions and parts of this Ordinance are intended to be severable. If any section, sentence, clause or phrase of this Ordinance should be

held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this Ordinance.

SECTION 5. Publication. This Ordinance, or a summary thereof in compliance with Idaho Code, shall be published once in the official newspaper of the City, and shall take effect immediately upon its passage, approval, and publication.

SECTION 6. Effective Date. This Ordinance shall be in full force and effect from and after its passage, approval and publication.

PASSED by the City Council and APPROVED by the Mayor of the City of Idaho Falls, Idaho, this_____day of_____, 2025.

CITY OF IDAHO FALLS, IDAHO

_____
Rebecca L. Noah Casper, Mayor

ATTEST:

_____
Emily Geisler, City Clerk

(SEAL)

STATE OF IDAHO)
) ss:
County of Bonneville)

I, EMILY GEISLER, CITY CLERK OF THE CITY OF IDAHO FALLS, IDAHO, DO HEREBY CERTIFY:

That the above and foregoing is a full, true and correct copy of the Ordinance entitled, "AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO; PROVIDING FOR THE INITIAL ZONING OF APPROXIMATELY 1.5 ACRES DESCRIBED IN EXHIBIT A OF THIS ORDINANCE AS R2 MIXED RESIDENTIAL WITH APPROACH SURFACE AIRPORT OVERLAY ZONE; AND PROVIDING SEVERABILITY, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE."

_____

Emily Geisler, City Clerk

(SEAL)

REASONED STATEMENT OF RELEVANT CRITERIA AND STANDARDS

INITIAL ZONING OF R2 MIXED RESIDENTIAL WITH APPROACH SURFACE AIRPORT OVERLAY ZONE 1.5 ACRES, GENERALLY LOCATED NORTH OF EAST 65TH NORTH, EAST OF NORTH 5TH WEST, SOUTH OF COMMONS ROAD, AND WEST OF NORTH 5TH EAST.

WHEREAS, the applicant filed an application for annexation on September 29, 2025; and

WHEREAS, this matter came before the Idaho Falls Planning and Zoning Commission during a duly noticed public hearing on November 5, 2025; and

WHEREAS, this matter came before the Idaho Falls City Council during a duly noticed public hearing on December 11, 2025; and

WHEREAS, having reviewed the application, including all exhibits entered and having considered the issues presented:

I. RELEVANT CRITERIA AND STANDARDS

1. The City Council considered the request pursuant to City of Idaho Falls Comprehensive Plan, City of Idaho Falls Zoning Ordinance, City of Idaho Falls Subdivision Ordinance, the Local Land Use Planning Act, and other applicable development regulations.
2. The property is approximately 1.5 acres generally located north of E 65th N, east of N 5th West, south of Commons Rd, and west of N 5th East.
3. The Comprehensive Plan designates this area as General Urban.
4. The proposed zoning consists of 1.5 acres of R2 Mixed Residential with the Approach Surface Airport Overlay Zone. The proposed zones are consistent with the policies of the Comprehensive Plan and existing zoning and land uses in the area.
5. Idaho Falls Planning and Zoning Commission recommended approval of the R2 with Approach Surface Airport Overlay Zone.

II. DECISION

Based on the above Reasoned Statement of Relevant Criteria, the City Council of the City of Idaho Falls approved the initial zoning as presented.

PASSED BY CITY COUNCIL OF THE CITY OF IDAHO FALLS

THIS _____ DAY OF _____, 2025

_____

Rebecca L. Noah Casper - Mayor

ANNEXATION ORDINANCE NO. _____

ANNEXATION DESCRIPTION

ANEXATION - 1.500 ACRES

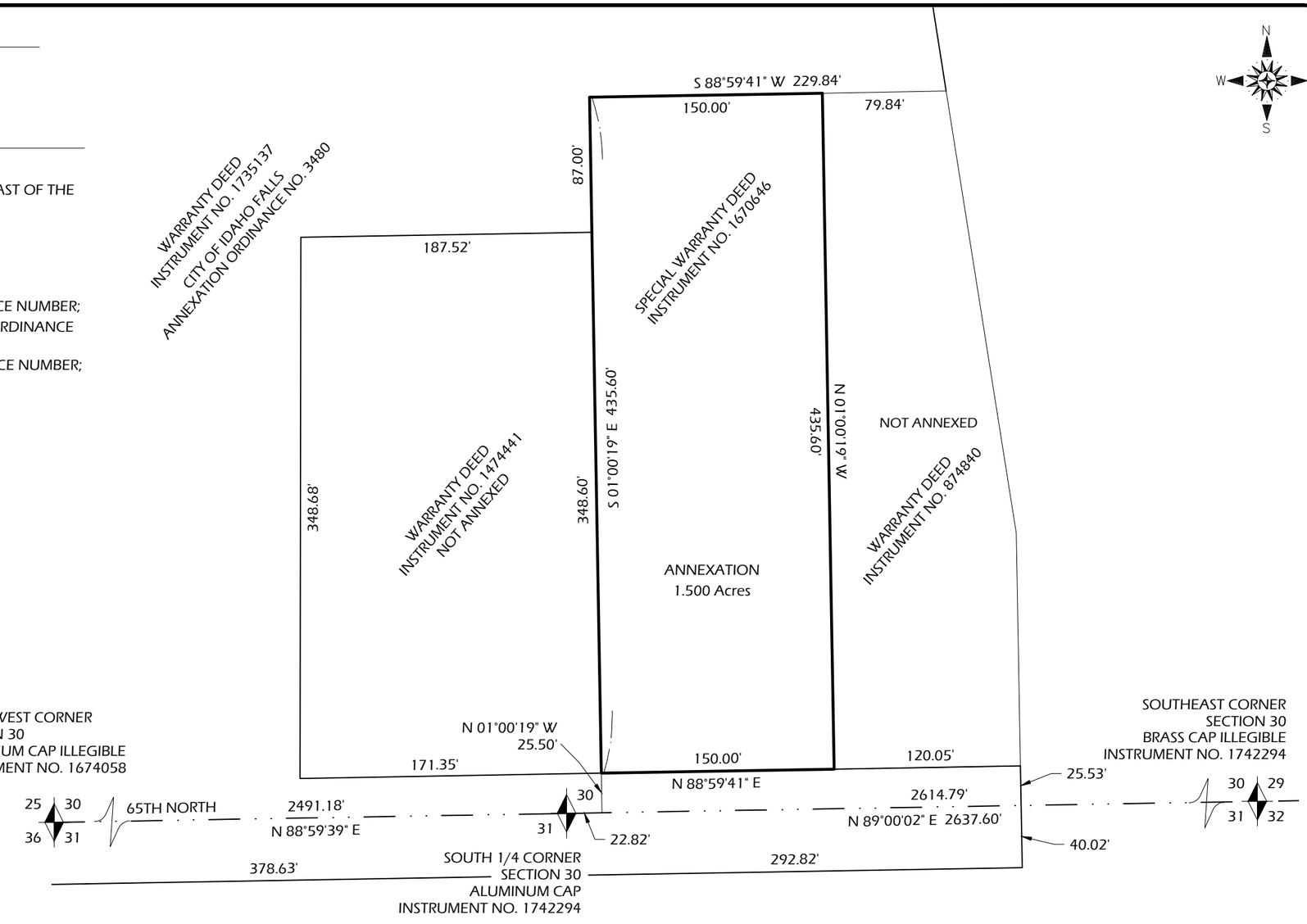
COMMENCING AT THE SOUTH1/4 CORNER OF SECTION 30, TOWNSHIP 3 NORTH, RANGE 38 EAST OF THE BOISE MERIDIAN, FROM WHICH THE SOUTHEAST CORNER OF SAID SECTION BEARS N 89°00'02" E 2637.60 FEET, THE BASIS OF BEARINGS FOR THIS DESCRIPTION;
THENCE N 89°00'02" E 22.82 FEET ALONG THE SOUTH LINE OF SAID SECTION;
THENCE N 01°00'19" W 25.50 FEET TO A POINT ON THE BOUNDARY OF CITY OF IDAHO FALLS ANNEXATION ORDINANCE NO. 3480, SAID POINT BEING THE POINT OF BEGINNING;
THENCE N 88°59'41" E 150.00 FEET ALONG THE BOUNDARY OF SAID ANNEXATION ORDINANCE NUMBER;
THENCE N 01°00'19" W 435.60 FEET TO A POINT ON THE BOUNDARY OF SAID ANNEXATION ORDINANCE NUMBER;
THENCE S 88°59'41" W 150.00 FEET ALONG THE BOUNDARY OF SAID ANNEXATION ORDINANCE NUMBER;
THENCE S 01°00'19" E 435.60 FEET ALONG THE EXTENDED BOUNDARY OF SAID ANNEXATION ORDINANCE TO THE POINT OF BEGINNING.

CONTAINING1.500 ACRES.

ORDINANCE FILED AS INSTRUMENT NO. _____

BASIS OF BEARINGS NOTE

CITY OF IDAHO FALLS COORDINATE SYSTEM OF 2004 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. ALL BEARINGS ARE GRID NORTH ALONG THE CENTRAL MERIDIAN.



CITY OF IDAHO FALLS
ANNEXATION ORDINANCE NO. 2062

LEGEND

P.L.S.S. SECTION CORNER CONTROL
SECTION LINE
SURVEYED BOUNDARY LINE
LINE BREAK - DIMENSION NOT TO SCALE

SURVEYOR'S CERTIFICATE

I, SHANE C. REMER, A LICENSED PROFESSIONAL LAND SURVEYOR IN THE STATE OF IDAHO, DO HEREBY CERTIFY THAT THE SURVEY DEPICTED HEREON, WAS MADE UNDER MY DIRECTION.

PROFESSIONAL LAND SURVEYOR
REGISTERED
11/14/2025
12222
STATE OF IDAHO
SHANE C. REMER

GRAPHIC SCALE
0 40 80 160
SCALE: 1" = 80'

SHEET 1 OF SHEETS 1

PROJECT NO. 1010

DATE 10/13/2025

CORNERSTONE GEOMATICS
A PROFESSIONAL LAND SURVEYING COMPANY
208-390-8643 | WWW.CORNERSTONEGEOMATICS.COM

"Commit to the Lord whatever you do, and He shall establish your plans."
PROVERBS 16:3

COPYRIGHT © 2025 CORNERSTONE GEOMATICS, LLC, ALL RIGHTS RESERVED.

EXHIBIT "A"

Commencing at the south 1/4 corner of Section 30, Township 3 North, Range 38 East of the Boise Meridian, from which the southeast corner of said section bears N 89°00'02" E 2637.60 feet, the basis of bearings for this description;
Thence N 89°00'02" E 22.82 feet along the south line of said section;
Thence N 01°00'19" W 25.50 feet to a point on the boundary of City of Idaho Falls Annexation Ordinance No. 3480, said point being the POINT OF BEGINNING;
Thence N 88°59'41" E 150.00 feet along the boundary of said annexation ordinance number;
Thence N 01°00'19" W 435.60 feet to a point on the boundary of said annexation ordinance number;
Thence S 88°59'41" W 150.00 feet along the boundary of said annexation ordinance number;
Thence S 01°00'19" E 435.60 feet along the extended boundary of said annexation ordinance to the POINT OF BEGINNING.

Containing 1.500 acres.



Digitally signed by Shane C. Remer
Location: Idaho Falls, ID
Date: 2025.10.13 10:40:39-06'00'

Memorandum

File #: 25-469 **City Council Meeting**

FROM: Pam Alexander, Municipal Services Director
DATE: Thursday, November 20, 2025
DEPARTMENT: Municipal Services

Subject
Full Rebuild of Idaho Falls Animal Shelter Crematorium

Council Action Desired
☐ Ordinance ☐ Resolution ☐ Public Hearing
☒ Other Action (Approval, Authorization, Ratification, etc.)
Declare Burnz-Well, Inc. for a sole source declaration pursuant to Idaho Code §67-2808(2)(a)(ii) and accept and approve the quote received from Burnz-Well for the full rebuilding of the animal shelter crematorium for an estimated total of $155,900.00 and authorize the Mayor and City Clerk to sign the necessary documents.

Description, Background Information & Purpose
The declaration of sole source met the criteria set forth in Idaho Code §67-67-2808(2)(a)(ii), specifically as it relates to the compatibility of equipment, components, accessories, replacement parts, and where service is the paramount factor to be considered. The project scope of work consists of a full rebuild of the animal shelter crematorium, including, but not limited to the demolition and removal of all interior refractory, brick and insulation; full rebuild of the interior machine; remove and replace hydraulic pump, cylinders and flexible lines; remove and replace old PLC and replace with new upgraded Siemens PLC and Touchscreen; remove and replace all flexible air lines, boots and clamps; use of crane and dumpster and onsite material storage container. The scope of work also includes the inspection of interior structure for damage, with any repairs needed billed on a time and materials basis. The quote for service includes a 50% deposit of $77,950.00 for the onsite work to be scheduled for completion.

Alignment with City & Department Planning Objectives



☐ ☐ ☒ ☐ ☐ ☐ ☐ ☐
This request supports the reliable public infrastructure community-oriented result by replacing and repairing equipment that is essential to animal shelter operations.

Interdepartmental Coordination
The Police Department has coordinated this purchase with the Municipal Services Department.

Fiscal Impact

Sufficient funding has been identified in the Police Department's 2025/26 operating budget to prioritize this project for funding.

Legal Review

The Legal Department has reviewed the matter and concurs that the Council action is compliant with Idaho Code §67-67 -2808(2)(a)(ii) as a sole source declaration.

BURNZ-WELL, INC
Specialized cremation equipment - sales and service
33218 Walnut Creek Road • Magnolia, Tx 77355
(281) 356-1211 • www.burnz-well.com

Proposal Prepared for:

Tobin Bird
Idaho Falls Animal Shelter

Full Rebuild, New Hydraulic System, PLC & Touch Screen Upgrade & Replace Rubber Boots & Clamps

BWI Proposal: 20251120 - CR 001
Proposal Date: November 20, 2025
Pricing Valid Through: December 30, 2025

Submitted By
Clint Roach
Sales Coordinator
Phone: 281-356-1211
Fax: 281-259-2040

Email: croach@burnz-well.com

Today's Date: 11/20/2025 | Job No.: 50245 | Phase No. 0 | Projt Mgr: Clint Roach | Proposal No. 20251120 - CR 001

Contact Information

Company Name: Idaho Falls Animal Shelter
Contact: Tobin Bird
Email: TBird@idahofalls.gov
Tel: 208-612-8673
Fax: 208-612-8679
Mobile: 208-973-1114
Street Address: 2450 Hemmert Ave.
City: Idaho Falls
State: ID **Zip:** 83401 **Country:** United States

Work To Be Performed At

Company Name: Idaho Falls Animal Shelter
Contact: Tobin Bird
Email: TBird@idahofalls.gov
Tel: 208-612-8673
Fax: 208-612-8679
Mobile: 208-973-1114
Street Address: 2450 Hemmert Ave.
City: Idaho Falls
State: ID **Zip:** 83401 **Country:** United States

Scope of Work

Services to be performed on (qty): 1 **OEM:** Crawford **Model:** C1000P

GENERAL SCOPE OF WORK: Full Rebuild, New Hydraulic System, PLC & Touch Screen Upgrade & Replace Rubber Boots & Clamps

1. Demo and remove all interior refractory, brick and insulation excluding the Stack, draft inducer and secondary floor.
2. Full rebuild of interior of machine excluding the stack, draft inducer and secondary floor. New insulation, brick and refractory. Door rope gasket.
3. Inspect interior structure for damage. Any repairs needed will be billed on a time & materials basis at BWI's standard "Bill Rates in Effect" at the time of service.
4. Remove and replace the hydraulic pump, cylinders and flexible lines. Excludes hard pipe.
5. Remove old PLC and Touchscreen replace with new upgraded Siemens PLC and Touchscreen.
6. Remove and replace all flexible air lines, boots and clamps.
7. Includes Crane and Dumpster.
8. Includes on site material storage container.

IT IS ESTIMATED THAT YOUR MACHINE WILL BE DOWN FOR A TOTAL OF 14 DAYS MACHINE SHOULD NOT HAVE RUN 24 HRS PRIOR TO TECH ARRIVAL

Cost Estimate

The estimated fee to perform the above services is **: $ 155,900.00 DISCOUNTED CASH PRICE - if NOT paying by cash or check, add 6%

$	-	Per/hr/Technician for all non-overtime hrs worked	$	-	Per/hr/Technician for all non holiday overtime hrs worked
$	-	Per/hr/Technician for all non-overtime hrs worked on holidays	$	-	Per/hr/Technician for all holiday overtime hrs worked

Terms Deposit 50%

50% with signed Agreement $77,950.00
Balance of remaining 50% upon completion of work $77,950.00

To Be Provided By Customer

8.50 LBS

1. Any and all utilities needed to complete the above described work (i.e. machine fuel, work permits, water & electricity)
2. Unloading of delivered materials and appropriate covered / tarped storage of same
3. Machine must be in a cold / off state prior to technician arrival (discontinue use 24 hours prior to technician arrival)
4. One (1) standard load to burn to fine-tune machine, customer supplied operator(s) to run, load and receive refresher training
5. **Copy of your Operating/Air Permit**

Not Included In This Proposal

1. Any additional materials, steel work, parts or service not specifically listed in General Scope of Work above.

Customer Acceptance / Credit Card Authorization

Please Print Legibly

Card Holder Name: _____ **Credit Card No.:** _____ **Expires:** _____ **CCV (3 digits back)** _____

Billing Address (street): _____ **City:** _____ **State:** _____ **Zip Code:** _____

Credit Card Type: _____ Visa _____ MasterCard _____ Discover _____ AmEx **Agreed Amount to Charge (USD)** _____

Signature: _____ **Phone:** _____ **Date:** _____

By my signature above, I accept this proposal and hereby contract with BURNZ-WELL, INC. to perform the services outlined in the General Scope Of Work and do further agree to be bound by the terms and conditions contained herein. By completing the remainder of the Credit Card Authorization section, I authorize BWI to charge my card in accordance with the information I have provided therein. I further agree that, if paying by credit card, I will pay for this purchase in accordance with the issuing bank's Cardholder Agreement.

BURNZ-WELL only orders materials once deposits have been received. Material lead time is approximately 3 weeks.
Faster service is occasionally available from our vendors, depending on their current materials in stock, however an expedite fee will be charged.

NOTES AND COMMENTS

BURNZ-WELL, INC.
WARRANTY STATEMENT

Material/Workmanship Warranty. Seller warrants that all equipment and machinery which it manufactures and furnishes and work provided will be free from defects in materials and workmanship for a period of thirty-six (36) months from the day the item is shipped or in the case of services performed, when the work is completed. Seller's sole obligation hereunder is to repair or replace, at Seller's option, any part, component, or work which, after Seller's inspection, proves to be defective. This warranty does not apply to consumable, replaceable parts or components normally subject to wear and replacement.

Seller's obligations hereunder are subject to the following conditions:

a) Receipt from Buyer of immediate written notice within 7 days of any defect containing a full description thereof.

b) Buyer shall not without Seller's approval have attempted to correct the defect.

c) Buyer shall have installed (if applicable), operated and maintained the equipment strictly in accordance with OEM/Seller's operating and maintenance instructions, including, but not limited to, the use of only those materials specified in the Proposal and in the quantities stated in the Proposal.

d) The defect has been caused solely by faulty materials or workmanship for which Seller is responsible, and is not due to such things as erosion, corrosion, or deterioration resulting from the manner in which the equipment is operated, accident (including damage during shipment), neglect, misuse or abuse, or exposure to conditions beyond the environmental power or operating constraints specified by Seller.

e) Buyer, at Buyer's expense shall, during the warranty term, cause yearly Preventative Maintenance Inspections (minimum once every 12 months) of the equipment to be performed solely by Seller. Failure of Buyer to do so, or by Buyer utilizing in-house maintenance, staff or a company other than Seller, will render all warranties null and void.

It is understood that Seller's warranty with respect to such products or work is limited to repair or replacement at Seller's option and includes labor and materials only. The Warranty does not include costs associated with Travel (air fare, hotels, meals, etc.), dumpster or disposal, equipment rentals or cranes and riggers.

IMPLIED WARRANTIES/GUARANTIES DISCLAIMER. THE WARRANTIES AND GUARANTIES FURNISHED BY SELLER, AS EXPRESSLY INCLUDED HEREIN, CONSTITUTE THE SELLER'S SOLE OBLIGATION HEREUNDER AND ARE IN LIEU OF ANY OTHER WARRANTIES OR GUARANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

Disclaimer of Consequential Damages. Seller, its subsidiaries, affiliates, agents, officers or employees shall not be liable to Buyer for incidental, indirect, special, liquidated or consequential damages, including, but not limited to, loss of profits or revenue, loss of use of equipment, costs of replacement or substitute goods or product, costs of capital, additional expenses incurred in the use of equipment or facilities, or claims of third parties. This disclaimer shall apply to consequential damages based upon any cause of action whatsoever asserted against Seller, including one arising out of any breach of warranty, express or implied; guarantee; products liability, negligence; tort; or any other theory of liability.

Indemnification by Buyer. Buyer shall indemnify Seller for, and hold Seller harm-less from, all costs and expenses incurred by Seller, including, without limitation, costs of investigation, attorney's fees, and amounts paid in settlement or satisfaction of claims, proceedings, or judgments, in connection with all claims and proceedings against Seller based upon claimed defects in design in any equipment or material manufactured for Buyer by Seller to Buyer's specifications or design.

Limitation of Liability. In no event will Seller's liability to the Buyer for any and all claims, including property damage and personal injury claims, allegedly resulting from breach of contract, tort, or any other theory of liability exceed the amount of the initial purchase price paid to Seller by Buyer.

Buyer's Negligence and Insurance. Seller shall not be responsible for losses or damages arising out of the negligence of the Buyer, its employees, agents or architects or those of third parties whom Seller is not responsible, or losses for which the Buyer has agreed to provide insurance. In the event that both Seller and the Buyer are negligent and the negligence of both is approximate cause of the accident, then in such event each party will be responsible for its portion of the liability or damages (excluding consequential or indirect damages which are disclaimed by Seller) resulting there from equal to such party's comparative share of the total negligence.

Memorandum

File #: 25-471 **City Council Meeting**

FROM: Pam Alexander, Municipal Services Director
DATE: Friday, November 21, 2025
DEPARTMENT: Municipal Services

Subject
Purchase of Replacement Tractor Mower for Parks and Recreation

Council Action Desired
☐ Ordinance ☐ Resolution ☐ Public Hearing
☒ Other Action (Approval, Authorization, Ratification, etc.)
Accept and approve the purchase of one TS6, 130 New Holland Cab, 4WD, and mid-mount side shift mower from the Sourcewell cooperative purchasing contract #032525-AGI from Metroquip for a total of $221,551.67 and authorize the Mayor and City Clerk to sign the necessary documents (or take other action deemed appropriate).

Description, Background Information & Purpose
This purchase will replace unit #2505, a 2008 John Deere 6330 mower that has reached the end of its useful life and is scheduled for replacement.

Alignment with City & Department Planning Objectives



☐ ☐ ☐ ☐ ☐ ☐ ☐ ☒

The purchase of the replacement mower supports the reliable public infrastructure and transportation community-oriented results by replacing equipment that has reached the end of its useful life.

Interdepartmental Coordination
The Parks and Recreation Department concurs with the award recommendation.

Fiscal Impact
Sufficient funding is available within Parks and Recreation's fiscal year 2025/26 Municipal Equipment Replacement Fund for this purchase.

Legal Review
The Legal Department concurs with the determination that the Sourcewell contract #032525-AGI is a compliant

cooperative solicitation process as required by Idaho Code §67-2807.

powered by Legistar™

Sourcewell Awarded Contract		**Please submit new orders to: orders@tigermowers.com**				Sourcewell Price, Contract # 032525-AGI Effective 11/01/2024			
TM		Quote Date		Order Date		Sales Order #		Terms	
Bill To		Idaho Falls Parks & Rec 2110 Rollandet Idaho Falls, Idaho 83402							
Ship To		Idaho Falls Parks & Rec 2110 Rollandet Idaho Falls, Idaho 83402							
End User		MTRQ-IFPR-10102025 SW						Member ID	
Servicing Dealer		Metroquip				Requested Ship Date			
Dealer PO#					End User PO#				
Dealer Contact		Gus			End User Contact	Tyler Smith			
Dealer Phone					End User Phone	(208) 360-0466			
Dealer Email					End User Email	tsmith@idahofalls.gov			

Wildkat

Qty	Part Number	Description	List Price	Discount	Sourcewell Price
		Tiger Supplied Tractor			
1		TS6.130, New Holland, Cab, 4WD, 16 x 8 Transmission	$134,732	17%	$111,827.56
		Section 1 Base Unit			
1		Mid-mount Side Shift Mower	$34,461	17%	$28,602.63
		Base Unit Includes: Mower Hydraulic Drive System, Travel Safety Lock,			
		Stow System,Mower On/Off Switch box, Operator Safety Screen/Poly,			
		500 lb Wheel Weight, 3OS Stow System			
1		3OS-BB-EXT, 3OS Boomrest Extension Bracket	$645	17%	$535.35
		Section 2 Heads			
		ARRT-60B, 60" Rotary Head with Blade Bar/Brush Knives & Hydraulic Door	$25,400	17%	$0.00
		ARRT-60D, 60" Rotary Head with Disk/Grass Knives & Hydraulic Door	$25,689	17%	$0.00
1		ARFL-75SD, 75" Flail Head with Standard Cut Knives	$25,067	17%	$20,805.61
		ARFL-75SDG, 75" Flail Head with Smooth Cut Knives	$25,181	17%	$0.00
		Section 3 Hydraulic Controls			
1		JSTK, Joystick, Electro-hydraulic and Valve Kit with EFS (Easy Float System)	$22,391	17%	$18,584.53
		Section 4 Installation			
1		Factory mounting, Installation of complete boom mower system	$8,976	17%	$7,450.08
		Field mounting, Installation of complete boom mower system	$8,976	17%	$0.00
		Section 5 Options			
		Wheel Weight - up charge 500 to 1300 lbs of counter balance	$2,548	17%	$0.00
		AXSTAB HYD, Cylinder Axle Stabilizer Kit - Verify tractor model	$2,029	17%	$0.00
		AXSTAB TIMBREN, Timbren Axle Stabilizer Kit - Verify Tractor Model	$630	17%	$0.00
		P GUARD, Pump Guard	$346	17%	$0.00
1		P/G GUARD, Pump/Grille Guard	$710	17%	$589.30
		06200670, 60" Blade Bar Kit (bar,knives,bolts,nuts) **BRUSH**	$1,347	17%	$0.00
		06744040, 60" Rotary Blade Bar Parts Kit (knives,bolts,nuts,filter,grease) **BRUSH**	$361	17%	$0.00
		06744001, 60" Rotary Disk Parts Kit (knives,bolts,nuts,filter,grease) **GRASS**	$279	17%	$0.00
1		BPS-WLDK, Electronic Boom Positioning System	$1,808	17%	$1,500.64
1		06744055, Knive Kit, 75" Flail (knives,bolts,nuts,clevis) STANDARD CUT	$476	17%	$395.08
		06744056, Knive Kit, 75" Flail (knives,bolts,nuts,clevis) SMOOTH CUT	$599	17%	$0.00
		PTO Driver Hydraulic Shift Rear Flails			
		Flail, Rear Mount 90", STANDARD CUT - **PTO Driven & Hyd Side Shift**	$22,764	17%	$0.00
		Flail, Rear Mount 90", SMOOTH CUT - **PTO Driven & Hyd Side Shift**	$22,869	17%	$0.00
		Flail, Rear Mount 96", STANDARD CUT - **PTO Driven & Hyd Side Shift**	$23,423	17%	$0.00
		Flail, Rear Mount 96", SMOOTH CUT - **PTO Driven & Hyd Side Shift**	$23,530	17%	$0.00
		Flail Includes: Cutter Head, Cat II Offset 3 Point Hitch Mounting,540 RPM PTO Drive Sys,		17%	$0.00
		Front & Rear Guards		17%	$0.00
		Additional Options from Price List			
1		RF-110ED, Flail, Rear Mount 110", Extreme Duty, STANDARD CUT	$23,403	17%	$19,424.49
1	06744078	Knive Kit 110" ED Flail (knives,bolts,nuts,clevis) STANDARD CUT	$680	17%	$564.40
1		Dealer PDI & Set Up & Operators Safety Training	$4,500.00		$4,500.00
		Section 6 Freight			
1		Freight from Tiger to Dealer Shipped Complete over-width	6772		$6,772.00
		Totals			$221,551.67

	Make	Model	Transmission	-Cab or ROPS-	-2wd or 4wd-	Front Tire	Rear Tire	ETA
SN:								

Accepted By: _____ **Date:** _____

Quotations are valid for 30 days, prices are subject without notice.
Dealer supplied tractors require a review of the build codes prior to accepting an order.
Standard Terms of Sale Apply.
Gov Mowing Territory Managers can supply standard tractor build codes upon request.
Refer to tractor adaptability list or consult a Gov Mowing TM for tractor / mower compatibility questions.

Memorandum

File #: 25-472 **City Council Meeting**

FROM: Pam Alexander, Municipal Services Director
DATE: Friday, November 21, 2025
DEPARTMENT: Municipal Services

Subject
Replacement mowers for Parks and Recreation, Sand Creek Golf Course

Council Action Desired
☐ Ordinance ☐ Resolution ☐ Public Hearing
☒ Other Action (Approval, Authorization, Ratification, etc.)
Accept and approve the purchase of two Toro Reelmaster 5410-D mowers from the Sourcewell cooperative purchasing contract #24221 from Turf Equipment and Irrigation, Inc. for a total of $182,535.32 and authorize the Mayor and City Clerk to sign the necessary documents (or take other action deemed appropriate).

Description, Background Information & Purpose
This purchase will replace unit #9325, a 2014 Jacobson LF550, and unit #9326, a 2016 John Deere 7500A which have reached the end of their useful lives and are scheduled for replacement. The delivery of the two Toro Reelmasters is scheduled for February 2026.

Alignment with City & Department Planning Objectives



☐ ☐ ☐ ☐ ☐ ☐ ☐ ☒

This purchase supports the reliable public infrastructure and transportation community-oriented result by replacing equipment for city golf operations.

Interdepartmental Coordination
Parks and Recreation's Golf Division concurs with this contract award.

Fiscal Impact
Sufficient Funds are available or this purchase within the 2025/26 Parks and Recreation's Sand Creek Golf Course Municipal Equipment Replacement Fund.

Legal Review
The Legal Department concurs with the determination the Sourcewell contract #24221 is compliant with a cooperative solicitation process, as required by Idaho Code §67-2807.

TURF EQUIPMENT & IRRIGATION INC

Proposal Date: 11/18/2025
Expiration Date: 12/19/2025
CPQ Quote ID: 04280014

TORO
Count on it.

Turf Equipment & Irrigation, Inc.
1630 S. Gladiola St. SLC, UT 84104
P.O. Box 26903 SLC, UT 84126-0903
(801) 566-3256

Prepared by:
Austin Petterborg

austin.petterborg@turfequip.com

Dereck Stanfield

Sand Creek Golf Course

Sourcewell Pricing

Idaho Falls Account # 24221

All pricing is subject to change at the time of delivery.
Availability and time of delivery may vary; please check when placing the order.

Qty	Model #	Name	Award	Ext Award
2	**03952**	**Toro Reelmaster 5410-D**	**$ 91,267.66**	**$ 182,535.32**
10	03621	22 Inch 5 Inch 8-Blade Radial Reel (RR) EdgeSeries		
10	107-2993-03	Wiehle Roller Scraper (22 Inch)		
2	03412	5 Inch Weight for CUs with No Attachments		
2	03667	Seat Suspension, Air Ride		
2	133-1308	Seat Cover		
2	03614	Operator Golf Ball Guard		
2	03406	5 Inch Powered Rear Roller Brush for Cutting Units without Groomers		
10	137-0842	Heavy Duty Brush for 22 Inch Rear Roller Brush Kit		

Equipment Total:	**$ 182,535.32**
Set-Up Fee:	**$ 0.00**
Sales Tax:	**$ 0.00**
Total:	**$ 182,535.32**

Does not include Sales Tax, Use Tax, or Personal Property Tax
Credit Card Payments will incur an additional 3.00% Fee

Memorandum

File #: 25-473 **City Council Meeting**

FROM: Pam Alexander, Municipal Services Director
DATE: Friday, November 21, 2025
DEPARTMENT: Municipal Services

Subject
Police Department Vehicle Lease and Upfit Program for FY 2025/26

Council Action Desired
☐ Ordinance ☒ Resolution ☐ Public Hearing
☒ Other Action (Approval, Authorization, Ratification, etc.)
Accept and approve the Police Department vehicle lease and upfit program for fiscal year 2025/26 and authorize the Mayor and City Clerk to sign the necessary documents (or take other action deemed appropriate).

Description, Background Information & Purpose
Resolution 2024-04 authorizes the execution of a lease-purchase agreement for the acquisition and leasing of certain equipment for the Idaho Falls Police Department for a cost not to exceed $1,500,000 over the 5-year lease term. This request will authorize the Police Department to enter into a lease purchase agreement with United Fleet Services (RFP 24-01) to lease an additional 15 law enforcement vehicles for a total of $947,843 and essential specialty law enforcement equipment (upfit) with Day Wireless Systems (RFP 24-02) for a total of $449,915. Resolution 2024-04 was adopted by City Council on January 11, 2024. Municipal Services has worked collaboratively with the Police Department on this program and estimates a total of $1,397,758 being expended for all leases and upfits for the fiscal year 2025/26 budget as follows: current lease payments with Bancorp (3-year payment) of $315,314; current lease payments with Unified (year 1 payment with Umpqua Bank) of $268,839; current lease payments with Unified (KS State Bank) of $172,104; new lease payment for 15 vehicles $161,000, plus upfit costs for 15 vehicles $450,000.

Alignment with City & Department Planning Objectives



☐ ☐ ☐ ☐ ☐ ☒ ☐ ☐

The approval of the Police Department vehicle lease and upfit program for fiscal year 2025/26 promotes public safety and supports the reliable public infrastructure and transportation community-oriented result by authorizing a law enforcement vehicle replacement program for equipment that has reached its useful life.

Interdepartmental Coordination
The Police Department recommends the vehicle and lease and upfit program for fiscal year 2025/26.

Fiscal Impact
A total of $1,367,257 is budgeted for the 2025/26 Police vehicle lease and upfit program, with sufficient cash balance in the Police Department Municipal Equipment Replacement Fund (MERF) to cover the $30,501.00 forecasted deficit.

Legal Review
The Legal Department concurs that the Council action complies with Resolution 2024-04 and is within State Statute.

RESOLUTION NO. 2024- 04

A RESOLUTION OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, AUTHORIZING THE EXECUTION OF A LEASE-PURCHASE AGREEMENT WITH RESPECT TO THE ACQUISITION AND LEASING OF CERTAIN EQUIPMENT FOR THE IDAHO FALLS POLICE DEPARTMENT WITHIN THE TERMS PROVIDED HEREIN; AUTHORIZING THE EXECUTION AND DELIVERY OF DOCUMENTS REQUIRED IN CONNECTION THEREWITH; AND AUTHORIZING THE TAKING OF ALL OTHER ACTIONS NECESSARY TO THE CONSUMMATION OF THE TRANSACTIONS APPROVED BY THE COUNCIL ON JANUARY 11, 2024, AND PROVIDING THAT THIS RESOLUTION BE EFFECTIVE UPON ITS PASSAGE, APPROVAL, AND PUBLICATION ACCORDING TO LAW.

WHEREAS, the City of Idaho Falls, Idaho, ("City") as a political subdivision of the State of Idaho is authorized by the laws of the State of Idaho to acquire and lease personal property for the benefit of the City and its inhabitants and to enter into contracts; and

WHEREAS, City desires to acquire and lease certain equipment with a cost not to exceed one million five hundred thousand dollars ($1,500,000.00) constituting personal property necessary for City to perform essential governmental functions, including emergency response and law enforcement functions, (the "Equipment"); and

WHEREAS, in order to acquire such Equipment, City has entered into Municipal Lease-Purchase Agreements (the "Agreements") with Financial Pacific Leasing, Inc. DBA Umpqua Bank Equipment Leasing & Finance, as lessor, (the "Lessor"), which was presented and approved by the Council on January 11, 2024.

BE IT RESOLVED THAT:

1. Findings and Determinations: The terms of the Agreements as approved by the Council on January 11, 2024, are in the best interests of the City for the acquisition and leasing of the Equipment.

2. Approval of Documents. The Mayor was authorized by the Council's approving vote on January 11, 2024, to enter into the Agreement and to execute all necessary documents to enter into the Agreement; and the execution of the Agreement and its associated documents by the Mayor is conclusive evidence of the City's approval of the Agreement; and that the Mayor was authorized and directed to deliver the executed Agreement, and all other necessary documents, to Lessor to finalize the Agreement and to consummate the transactions to acquire and lease the equipment contemplated by the Agreement.

3. Mayor and Staff Authorized to Take Additional Actions Required. The Mayor and City staff, including the Police Chief and any other City employee designated by the Mayor or Chief, are hereby directed to take all action necessary or reasonably required by the parties to the

Agreements to carry out, give effect to and consummate the transactions contemplated thereby (including the execution and delivery of a Final Acceptance Certificate, escrow agreements, disbursement requests and any tax certificate and agreement, as contemplated in the Agreements) and to take all action necessary in conformity therewith, including, without limitation, the execution and delivery of any closing and other documents required to be delivered in connection with the Agreements, including designation of the Agreements as "qualified tax-exempt obligations" under Section 265(b)(3)(B) of the Internal Revenue Code of 1986, as amended, if requirements for such designation can be met.

4. Appointment of Authorized City Representatives. The Mayor and the Police Chief are designated and authorized by the Council to act as authorized representatives of City for purposes of the Agreements and any escrow agreements until the Council designates any other or different authorized representative for purposes of the Agreements or any escrow agreement. In addition, the Council authorizes the Mayor and the Police Chief to delegate or designate any other City employee to serve as the City's authorized representative for the purposes of the Agreement.

5. Severability. If any section, paragraph, clause or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Resolution.

6. Repealer. All previously adopted bylaws, orders, or resolutions or parts thereof, inconsistent with this Resolution, are hereby repealed to the extent only of such inconsistency with respect to this Resolution. This section shall not be construed as reviving any bylaw, order, resolution or ordinance or part thereof.

ADOPTED and effective this 20 day of February 2024.

ATTEST:

Corrin Wilde, City Clerk

(SEAL)

CITY OF IDAHO FALLS, IDAHO

Rebecca L. Noah Casper, Mayor

STATE OF IDAHO)
) ss:
County of Bonneville)

I, Corrin Wilde, CITY CLERK OF THE CITY OF IDAHO FALLS, IDAHO, DO HEREBY CERTIFY:

That the above and foregoing is a full, true and correct copy of the Resolution entitled, "A RESOLUTION OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, AUTHORIZING THE EXECUTION OF A LEASE-PURCHASE AGREEMENT WITH RESPECT TO THE ACQUISITION AND LEASING OF CERTAIN EQUIPMENT FOR THE IDAHO FALLS POLICE DEPARTMENT WITHIN THE TERMS PROVIDED HEREIN; AUTHORIZING THE EXECUTION AND DELIVERY OF DOCUMENTS REQUIRED IN CONNECTION THEREWITH; AND AUTHORIZING THE TAKING OF ALL OTHER ACTIONS NECESSARY TO THE CONSUMMATION OF THE TRANSACTIONS APPROVED BY THE COUNCIL ON JANUARY 11, 2024, AND PROVIDING THAT THIS RESOLUTION BE EFFECTIVE UPON ITS PASSAGE, APPROVAL, AND PUBLICATION ACCORDING TO LAW."

Corrin Wilde, City Clerk

(SEAL)

Police Vehicle Leasing and Upfit Program Methodolgy and Forecast

Description	FY 26 Budgeted Estimate	FY 26 Expected Actual	Difference
Lease Payments - Bancorp yr 3 payment	315,314	315,314	-
Lease Payments - Unified yr 1 payment (Umpqua Bank)	268,839	268,839	-
Lease Payments for 14 units - Unified (FY 25 KS StateBank)	172,104	172,104	-
New Lease for 15 vehicles - Unified (KS State Bank)	161,000	191,586	30,586
	917,257	947,843	30,586
Upfit Cost Daylight Wireless	450,000	449,915	(85)
	1,367,257	1,397,758	30,501

FY	Total Lease Payment	# of vehicles	Avg Cost per Vehicle	Add 6%
2025	172,104	17	10,124	10,731
2026	160,968	15		

FY 2026 estimated lease payment for budget is the number of vehicles times the 'Add 6%' cost

The methodology used to budget for new vehicles is to take the average of the prior year first payment cost and add 6%. This method will be close to actual cost when like vehicles fromt he prior year are purchased. FY 2026 has more specialty vehicles than FY 2025 so the cost is higher than planned for by roughly $30k. Any overage in budget will be covered by existing MERF funds and a transfer from contingency if needed.

Worksheet prepared by: Municipal Services, Finance Division 11-24-25

Police Department Vehicle Lease Program (Resolution 2024-04)

15 vehicles			Upfit	Total Cost of UpFit per Vehicle	Vehicle Cost	Total Cost of Vehicles
	3	Patrol Interceptors	28,200	84,600	61,270.00	183,810.00
	1	F-150 Responder	31,400	31,400	67,355.00	67,355.00
	2	Expeition K-9	36,900	73,800	67,355.00	134,710.00
	1	Animal Control xl f150	18,332	18,332	53,795.00	53,795.00
Admin	4	Explorers	7,950	31,800	61,515.00	246,060.00
Admin	2	Chevy 1/2 ton	11,050	22,100	64,000.00	128,000.00
Admin	1	Expedition Max	12,700	12,700	72,100.00	72,100.00
Admin	1	F-150 xlt	15,075	15,075	72,100.00	72,100.00
		Upfit of van purchased 2 years ago				
		Tactical command	19802	19802		
15		Laptops	5,000	49,300		
15		Radios	70,750	70,750		
6		Wrap	2,176	13,056		
6		Ceramic Coat	1,200	7,200		
			Total Upfit Cost	449,915		957,930.00
				Total Do Not Exceed Estimated Amount		1,407,845.00

CAPITAL & OPERATING BUDGET REQUESTS

General Fund Capital and Operating Budget Requests					
Description	Amount Revenue Covers	Employee	Capital	Repair and Maintenance	Total
Municipal Services					
Security Upgrade to Treasurer & Billing Office (Prior Year Carryforward)	$ 215,000	$ -	$ 215,000	$ -	$ -
Fuel Canopy (Prior Year Carryforward)	275,000	-	275,000	-	-
Fuel Tank Design (Prior Year Carryforward)	100,000	-	100,000	-	-
ERP Replacement (Prior Year Carryforward)	5,000,000	-	5,000,000	-	-
IT Vehicle Replacement (MERF Funds)	32,963	-	32,963	-	-
Equipment Vehicle Replacement (MERF Funds)	39,118	-	39,118	-	-
Building Maintenance Vehicle Replacement x2 (MERF Funds)	105,062	-	105,062	-	-
Customer Service Representative	94,000	94,000	-	-	-
Total	**$ 5,861,143**	**$ 94,000**	**$ 5,767,143**	**$ -**	**$ -**
Community Development Services					
Permit Process Consulting	$ -	$ -	$ -	$ 65,000	$ 65,000
Vehicle Replacement (MERF Funds)	40,000	-	40,000	-	-
Total	**$ 40,000**	**$ -**	**$ 40,000**	**$ 65,000**	**$ 65,000**
Police					
School Resource Officer (78% funded)	$ 105,300	$ 105,300	$ -	$ -	$ -
Fleet Vehicle Replacement Lease & Upfitting (MERF Funds)	1,367,257	-	1,367,257	-	-
Shooting Range	-	-	950,000	-	950,000
ALPR Traffic Speed Trailer	-	-	24,500	-	24,500
Bearcat ($400K ARPA Grant and Prior Year Carryforward)	428,645		428,645	-	-
Total	**$ 1,901,202**	**$ 105,300**	**$ 2,770,402**	**$ -**	**$ 974,500**
Fire					
Station 1 USDD Upgrade to Dorm Rooms	$ -	$ -	$ 40,000	$ -	$ 40,000
Station 4 USDD Upgrade to Dorm Rooms	-	-	24,500	-	24,500
Thermal Imaging Cameras	-	-	48,000	-	48,000
Motorola 8000AX Radios	-	-	38,000	-	38,000
Total	**$ -**	**$ -**	**$ 150,500**	**$ -**	**$ 150,500**
Parks					
Cemetery Software	$ -	$ -	$ 65,567	$ -	$ 65,567
Cemetery UTV Replacement (MERF Funds)	40,000	-	40,000	-	-
Zoo Keeper (Mid-year Hire and Fee Increase)	-	30,897	-	-	30,897
Replace Lift Station in Zoo	-	-	60,000	-	60,000
Zoo Equipment Replacement (MERF Funds)	88,839	-	88,839	-	-
Mule UTV (Add to fleet)	-	-	12,500	-	12,500
Weed & Snow Removal Replacement (MERF Funds)	215,000	-	215,000	-	-
Parks Maintenance Replacement (MERF Funds)	278,000	-	278,000	-	-
Horticulture Equipment Replacement (MERF Funds)	87,000	-	87,000	-	-


IDAHO FALLS
POLICE
HONOR • INTEGRITY • TRUST • EXCELLENCE

POLICE FLEET VEHICLES

2024 Fleet Vehicles

Captain John A. Marley

Police Fleet Vehicle Yearly Estimation

1. 2019 – No vehicles were purchased
2. 2020 – 40
3. 2021 – No vehicles were purchased
4. 2022- 20
5. 2023 – No vehicles were purchased
6. 2024- 15
7. 2025- 16
8. 2026 – 16
9. 2027 – 17
10. 2028 – 17
11. 2029 – 18
12. 2030 – 18
13. 2031 – 19
14. 2032 -19

* Blue represents current lease cycles. (60 vehicles)
* Estimate of $83,629.16 per vehicle, including upfit.
* 1.2M in MERF with $400K from ARPA. $1.6M for vehicles.
* City Council granted “Do not exceed” of 1.5M on 11 September 2023.

2023-2024 Total Pricing

- 18 Vehicles
- 7 Unmarked (Lease)
- 3 Code Enforcement (Lease)
- 2 Animal Control (Purchase)
- 6 Patrol (Lease)
- Upfit 2 Patrol K9 Vehicles

- Unmarked Price (average) $78,418.95
  - $78,418.95 x 7 = $548,932.00
- Code Enforcement Price (high) $53,363.70
  - $53,363.70 x 3 = $160,091.10
- Animal Control Price (high) $60,982.00
  - $60,982 x 2 = $121,964.00
- Patrol Price (estimate) $82,698.67
  - $82,698.67 X 6 = $496,192.02
- Upfit of K9 Vehicles $49,388.19
  - $49,388.19 x 2 = $98,776.38

$548,932.00
$160,091.10
$121,964.00
$496,192.02
+ $98,776.38
Total $1,425,955.50

Police Fleet Rotation

- IFPD Leases vehicles for 5 years. (Began in 2019)
- After 5 years, vehicle is purchased for $1.00
- Vehicle is used in the fleet for 3 more years
- Vehicle rotation is every 8 years.
- 60 leased, 77 purchased
- 33 vehicles that are at or over the 8 year rotation mark.

Unforeseen Problems

- 2020 COVID-19 shutdowns caused significant supply chain problems.
- Late 2020 major manufacturers of police pursuit, patrol and special services vehicles stated they were suspending ordering and production of this type of vehicle in an effort to focus on their luxury models.
- As of 2023, police pursuit, patrol and special services vehicles are available in a limited quantity.
- It is usually “first come, first serve”. Meaning when special services vehicles come available, its the first agencies that provides a purchase order that gets them.

Lease Companies

- Bancorp
  - We have 19 vehicles under lease with Bancorp.
  - Bancorp has since stopped allowing agencies to custom build special services vehicle due to the low rate in which they are being manufactured.
  - Bancorp purchases vehicles to lease but their inventory if very low.
- Unified Fleet Services
  - Identical options as our current protocol. 5 year lease cycle with a $1.00 purchase.
  - Has a much larger inventory than Bancorp
  - Able to build to order special services vehicles.

Department Needs

- 2022 we leased 20 Patrol Dodge Durango's from Bancorp
- All 20 Durango's were under a major manufacturers recall for critical issues involving the transmissions.
- The 20 Dodge Durango's also sat at the upfit company, Vehicle Lighting Solution (VLS) in Utah for a year.
- The Idaho Falls Police took possession of all 20 vehicles in 2023.

2024 Unmarked Vehicles Needs

- Unmarked vehicles are easier to find that special services vehicles.
- Unmarked vehicles cost less to upfit than special services vehicles
- 7 Unmarked vehicles
- 2 Animal Control Vehicle
- 3 Code Enforcement Vehicles

- Administration (3)
- Detectives (4)
- Code Enforcement (3)
- Animal Control (2)

Unmarked Vehicles (Unified Fleet Services)

Unmarked (per year on 5 year lease)

- Ford F150 XLT (10) $15, 519.86
- Ford Explorer XLT (9) $12,672.38
- Chevy 1500 (3) $13,439.40
- Chevy 1500 LT $13,357.23
- GMC 1500 (4) $15,871.81
- RAM 1500 (4) $14,177.41
- GMC Acadia (5) $12,942.60
- Chevy Traverse (4) $12,529.52
- Jeep Grand Cherokee (5) $12,495.63
- Dodge Durango (4) $12,787.56
- Toyota Sienna (1) $12,528.19

Code Enforcement (per year / 5 year lease)

- Chevy Colorado (5) $8,548.24
- Toyota Tacoma (2) $9,672.74

New 2023 Models Currently on the Ground

- 2023 Explorer ST: $13,755.25
  - 7 black
  - 4 white

- 2023 Ford F150 Lariat: $14,950.41
  - 6-12 black

- Ford F150 XLT: $13,621.47
  - 6-12 black

Unmarked Vehicles. Total Price Estimate

- Vehicle: $15,871.81 x 5 = $79,359.05
- Upfit: $11,000
- Total Price of the Vehicle: $90,359.05. High Price.

- Vehicle Average (11 prices): $13,483.79
- Vehicle: $13,483.79 x 5 = $67,418.95
- Upfit: $11,000
- Total average price per vehicle $78,418.95 Average

Unmarked Fleet Upfit (Estimation)

- Unmarked Fleet: $11,000
- Unmarked K9 Fleet: $15,000
- Animal Control: $11,513.32 - $14,200
- Code Enforcement: $5,000

Animal Control

RAM 1500 Pro Master Van



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RAM 1500 Tradesman



©EVOX IMAGES

Animal Control (Purchase Price)

RAM 1500 Pro Master Van

- RAM 1500 Pro Master $47,940.00
- RAM 2500 Pro Master (136 inch) $47,839.00

- Upfit: (Day Wireless)
  - $7,513.22. Equipment Total
  - $4,000.00 Labor

- Total Price: $59,453.22

RAM 1500 Tradesman

- 2023 (On the ground) $43,764.00
- 2023 (on the ground) Big Horn $46,782.00

- Upfit: (Day Wireless
  - $6,000.00
  - $8,200.00 (Jones)

- Total Price: $57,964.00 - $60,982.00

Code Enforcement

- Chevy Colorado:
  - $8,548.24 x 5 = $42,741.20
  - Upfit (Day Wireless) $4,000.00
  - Wrap $1,000.00

  - Total Price of Vehicle $47,741.20

- Toyota Tacoma:
  - $9,672.74 x 5 = $48,363.70
  - Upfit (Day Wireless) $4,000.00
  - Wrap $1,000.00

  - Total Price of Vehicle $53,363.70

Patrol SSV (Unified Fleet Services. Per year / 5 year lease)

- Chevy Tahoe:
  - 2023 Sold Out.
  - 2024 Order banks will open soon. Pricing not released yet but estimated $10,820.90. PO will be needed ASAP.
- Ford F150:
  - 2023 Sold Out. Still accepting orders but no build dates.
  - 2024 Order bank will open soon. PO will be needed ASAP.
- Ford Explorer.
  - 2023 “Over-obligated”
  - 2024 No order bank available
  - 2025 “Allegedly” open order banks the end of 2024 with “plenty” of availability.
- Dodge Durango SSV:
  - 2023 (8-10) black in route, should arrive by November. $11,185.08
    - Durango’s tend to have a higher service interval making them slightly more expensive in total cost of ownership over 5-8 years, compared to other units.

Estimated Price Per Vehicle (Patrol)

- 2023 Ford F150. (prior build) $45,670.00
- 2024 Chevy Tahoe (est. per Unified). $54,104.00
- 2023 Dodge Durango (est. per Unified). $55,925.40
- 2024 Ford Expedition. (est. per Unified). $67,447.30
- Average price of 4 examples. $55,786.67

- Upfit:
- VLS: 2022 upfit price $26,835.83
- Day Wireless: 2022 upfit price $26,912.00

- Estimated Average Price per Patrol Vehicle: $82,698.67

2023 Patrol K9 Vehicles (purchased)

- 2 Patrol K9 Chevy Tahoe's have been purchased.
- I am working with Municipal Services and legal for upfit price.
- Estimated price of the upfit per vehicle: $49,388.19 (matches NASBO pricing)

Memorandum

File #: 25-475 **City Council Meeting**

FROM: Pam Alexander, Municipal Services Director
DATE: Monday, November 24, 2025
DEPARTMENT: Municipal Services

Subject
Purchase Replacement Dump Truck for Parks and Recreation

Council Action Desired
☐ Ordinance ☐ Resolution ☐ Public Hearing
☒ Other Action (Approval, Authorization, Ratification, etc.)
Accept and approve the purchase of one BeauRoc 14 cubic-yard dump body package and Freightliner Chassis from the Sourcewell cooperative purchasing contract #062222-VCM from Viking-Cives Midwest, Inc. for a total of $208,233.00 and authorize the Mayor and City Clerk to sign the necessary documents (or take other action deemed appropriate).

Description, Background Information & Purpose
This purchase will replace unit 259, a 2000 GMCX Topkick RWD dump truck that has reached the end of its useful life and is scheduled for replacement. The dump truck is primarily used to haul soil, rock and other landscape materials for Parks and Recreation operations.

Alignment with City & Department Planning Objectives



☐ ☐ ☐ ☐ ☐ ☐ ☐ ☒

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

Interdepartmental Coordination
The Parks and Recreation Department concurs with the award recommendation.

Fiscal Impact
Sufficient funding is available within the Parks and Recreation's 2025/26 Municipal Equipment Replacement Fund.

Legal Review
The Legal Department concurs with the determination that the Sourcewell contract #062222-VCM is compliant with a competitive solicitation process as required by Idaho Code §67-2807.

Prepared For :
Idaho Falls Purchasing
IDAHO FALLS CITY OF
308 CONSTITUTION WAY
IDAHO FALLS, ID 83402
UNITED STATES
Phone :208-612-8433

Prepared by:
Cliff Scoresby
Premier Truck Group - Idaho Falls
6413 DOUG ANDRUS DRIVE
IDAHO FALLS, ID 83402
Phone :

A proposal for
IDAHO FALLS CITY OF

Prepared by
Premier Truck Group - Idaho Falls

Cliff Scoresby

September 18, 2025

Freightliner 114SD Plus



Components shown may not reflect all spec'd options and are not to scale

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SPECIFICATION PROPOSAL

Data Code	Description	Weight Front	Weight Rear	Retail Price
Price Level				
PRL-29D	SD PRL-29D (EFF:MY26 ORDERS)			N/C
Data Version				
DRL-005	SPECPRO21 DATA RELEASE VER 005			N/C
Vehicle Configuration				
001-177	114SD PLUS CONVENTIONAL CHASSIS	7,934	6,476	$170,379.00
004-226	2026 MODEL YEAR SPECIFIED			N/C
002-004	SET BACK AXLE - TRUCK	480	-480	($2,235.00)
019-006	TRAILER TOWING PROVISION AT END OF FRAME WITH SAE J560	10	10	$1,025.00
003-001	LH PRIMARY STEERING LOCATION			STD
General Service				
AA1-003	TRUCK/TRAILER CONFIGURATION			N/C
AA6-001	DOMICILED, USA 50 STATES (EPA AND CARB CLEAN IDLE LABELS)			N/C
99D-019	CARB CLEAN IDLE LABELS NOT FOR INITIAL REGISTRATION IN STATES REQUIRING CARB EMISSIONS CERTIFICATION (INCLUDES 6X4 INCH LABELS ON LOWER FORWARD OF DRIVER DOOR)			$112.00
A85-011	CONSTRUCTION SERVICE			STD
A84-1CO	CONSTRUCTION BUSINESS SEGMENT			STD
AA4-003	DRY BULK COMMODITY			STD
AA5-002	TERRAIN/DUTY: 100% (ALL) OF THE TIME, IN TRANSIT, IS SPENT ON PAVED ROADS			STD
AB1-008	MAXIMUM 8% EXPECTED GRADE			STD
AB5-001	SMOOTH CONCRETE OR ASPHALT PAVEMENT - MOST SEVERE IN-TRANSIT (BETWEEN SITES) ROAD SURFACE			STD
995-1AE	FREIGHTLINER LEVEL II WARRANTY			N/C
A66-99D	EXPECTED FRONT AXLE(S) LOAD 20000.0 lbs			

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Data Code	Description	Weight Front	Weight Rear	Retail Price
A68-99D	EXPECTED REAR DRIVE AXLE(S) LOAD 46000.0 lbs			
A63-99D	EXPECTED GROSS VEHICLE WEIGHT CAPACITY 66000.0 lbs			
A70-99D	EXPECTED GROSS COMBINATION WEIGHT 80000.0 lbs			
Truck Service				
AA3-004	END DUMP BODY			N/C
AF3-2B1	VIKING-CIVES MIDWEST			N/C
Engine				
101-3FH	DETROIT DD13 GEN 5 12.8L 450 HP @ 1625 RPM, 1900 GOV RPM, 1650 LB-FT @ 975 RPM			$1,290.00
Electronic Parameters				
79A-065	65 MPH ROAD SPEED LIMIT			N/C
79B-000	CRUISE CONTROL SPEED LIMIT SAME AS ROAD SPEED LIMIT			N/C
79F-013	FLEET MANAGEMENT - DAILY ENGINE USAGE ENABLED			N/C
79G-006	5 MINUTES IDLE SHUTDOWN WITH CLUTCH AND SERVICE BRAKE OVERRIDE			N/C
80C-012	ENGINE BRAKE WITH GLOBAL CRUISE CONTROL ENABLED			N/C
80L-001	ENABLE AUTO ENGINE RPM ELEVATE FOR EXTENDED IDLE			N/C
Engine Equipment				
99C-124	EPA 2010 GHG 2024/CARB 2024 ULTRALOW NOX CONFIGURATION			N/C
13E-001	STANDARD OIL PAN			STD
105-001	ENGINE MOUNTED OIL CHECK AND FILL			STD
014-1B5	SIDE OF HOOD AIR INTAKE WITH DONALDSON HIGH CAPACITY AIR CLEANER WITH SAFETY ELEMENT, FIREWALL MOUNTED			$25.00
124-1D7	DR 12V 160 AMP 28-SI QUADRAMOUNT PAD ALTERNATOR WITH REMOTE BATTERY VOLT SENSE			STD
292-236	(3) DTNA GENUINE, FLOODED STARTING, MIN 3000CCA, 555RC, THREADED STUD BATTERIES			STD

Data Code	Description	Weight Front	Weight Rear	Retail Price
290-017	BATTERY BOX FRAME MOUNTED			STD
281-001	STANDARD BATTERY JUMPERS			STD
282-003	SINGLE BATTERY BOX FRAME MOUNTED LH SIDE BACK OF CAB			STD
291-017	WIRE GROUND RETURN FOR BATTERY CABLES WITH ADDITIONAL FRAME GROUND RETURN			STD
289-001	NON-POLISHED BATTERY BOX COVER			STD
306-015	PROGRESSIVE LOW VOLTAGE DISCONNECT AT 12.3 VOLTS FOR DESIGNATED CIRCUITS	2		STD
107-046	BW MODEL FE-921 19.0 CFM SINGLE CYLINDER AIR COMPRESSOR WITH SAFETY VALVE			STD
152-041	ELECTRONIC ENGINE INTEGRAL SHUTDOWN PROTECTION SYSTEM			STD
128-002	JACOBS COMPRESSION BRAKE			STD
016-1C2	RH OUTBOARD UNDER STEP MOUNTED HORIZONTAL AFTERTREATMENT SYSTEM ASSEMBLY WITH RH B-PILLAR MOUNTED VERTICAL TAILPIPE	30	25	$816.00
28F-014	ENGINE AFTERTREATMENT DEVICE, AUTOMATIC OVER THE ROAD REGENERATION AND VIRTUAL REGENERATION REQUEST SWITCH IN CLUSTER			STD
239-026	10 FOOT 06 INCH (126 INCH+0/-5.9 INCH) EXHAUST SYSTEM HEIGHT			($3.00)
237-1CR	RH CURVED VERTICAL TAILPIPE B-PILLAR MOUNTED ROUTED FROM STEP			N/C
23U-002	13 GALLON DIESEL EXHAUST FLUID TANK			STD
30N-003	100 PERCENT DIESEL EXHAUST FLUID FILL			STD
23Y-001	STANDARD DIESEL EXHAUST FLUID PUMP MOUNTING			STD
43X-002	LH MEDIUM DUTY STANDARD DIESEL EXHAUST FLUID TANK LOCATION			STD
43Y-001	STANDARD DIESEL EXHAUST FLUID TANK CAP			STD
242-011	ALUMINUM AFTERTREATMENT DEVICE/MUFFLER/TAILPIPE SHIELD(S)			N/C
273-059	ELECTRONICALLY CONTROLLED VARIABLE SPEED VISCOUS FAN DRIVE			$212.00
276-001	AUTOMATIC FAN CONTROL WITHOUT DASH SWITCH, NON ENGINE MOUNTED			STD

Data Code	Description	Weight Front	Weight Rear	Retail Price
110-068	DDC SUPPLIED ENGINE MOUNTED FUEL FILTER/FUEL WATER SEPARATOR WITH WATER-IN-FUEL INDICATOR			STD
118-001	FULL FLOW OIL FILTER			STD
120-998	NO COOLANT FILTER	-10		STD
266-107	1400 SQUARE INCH VOCATIONAL RADIATOR			STD
103-039	ANTIFREEZE TO -34F, OAT (NITRITE AND SILICATE FREE) EXTENDED LIFE COOLANT			STD
171-007	GATES BLUE STRIPE COOLANT HOSES OR EQUIVALENT			STD
172-001	CONSTANT TENSION HOSE CLAMPS FOR COOLANT HOSES			STD
270-023	HDEP FIXED RATIO COOLANT PUMP AND RADIATOR DRAIN VALVE			STD
360-013	1350 ADAPTER FLANGE FOR FRONT PTO PROVISION	25		$910.00
138-005	PHILLIPS-TEMRO 1500 WATT/115 VOLT BLOCK HEATER	4		$30.00
140-053	BLACK PLASTIC ENGINE HEATER RECEPTACLE MOUNTED UNDER LH DOOR			N/C
155-075	MITSUBISHI 12V MOD 3.175-DP60 STARTER WITH INTEGRATED MAGNETIC SWITCH	-45		N/C
Transmission				
342-1M3	ALLISON 4500 RDS AUTOMATIC TRANSMISSION WITH PTO PROVISION	260	100	$13,690.00
Transmission Equipment				
343-339	ALLISON VOCATIONAL PACKAGE 223 - AVAILABLE ON 3000/4000 PRODUCT FAMILIES WITH VOCATIONAL MODELS RDS, HS, MH AND TRV			STD
84B-012	ALLISON VOCATIONAL RATING FOR ON/OFF HIGHWAY APPLICATIONS AVAILABLE WITH ALL PRODUCT FAMILIES			N/C
84C-023	PRIMARY MODE GEARS, LOWEST GEAR 1, START GEAR 1, HIGHEST GEAR 6, AVAILABLE FOR 3000/4000 PRODUCT FAMILIES ONLY			STD
84D-023	SECONDARY MODE GEARS, LOWEST GEAR 1, START GEAR 1, HIGHEST GEAR 6, AVAILABLE FOR 3000/4000 PRODUCT FAMILIES ONLY			STD
84E-000	PRIMARY SHIFT SCHEDULE RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE			STD

Data Code	Description	Weight Front	Weight Rear	Retail Price
84F-000	SECONDARY SHIFT SCHEDULE RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE			STD
84G-000	PRIMARY SHIFT SPEED RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE			STD
84H-000	SECONDARY SHIFT SPEED RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE			STD
84J-000	ENGINE BRAKE RANGE PRESELECT RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE			STD
84K-002	2ND GEAR ENGINE BRAKE ALTERNATE PRESELECT WITH MODERATE DOWNSHIFT STRATEGY			STD
84N-011	NEUTRAL AT STOP ENABLED			$420.00
84U-000	DRIVER SWITCH INPUT - DEFAULT - NO SWITCHES			STD
341-018	MAGNETIC PLUGS, ENGINE DRAIN, TRANSMISSION DRAIN, AXLE(S) FILL AND DRAIN			STD
345-003	PUSH BUTTON ELECTRONIC SHIFT CONTROL, DASH MOUNTED			$254.00
97G-004	TRANSMISSION PROGNOSTICS - ENABLED 2013			STD
370-011	WATER TO OIL TRANSMISSION COOLER, FRAME MOUNTED			STD
346-003	TRANSMISSION OIL CHECK AND FILL WITH ELECTRONIC OIL LEVEL CHECK			STD
35T-001	ATF-SYNTHETIC AUTOMATIC TRANSMISSION FLUID			STD
Front Axle and Equipment				
400-1BB	DETROIT DA-F-20.0-5 20,000# FL1 71.0 KPI/3.74 DROP SINGLE FRONT AXLE	190		$3,436.00
402-030	MERITOR 16.5X6 Q+ CAST SPIDER CAM FRONT BRAKES, DOUBLE ANCHOR, FABRICATED SHOES	10		N/C
403-002	NON-ASBESTOS FRONT BRAKE LINING			STD
419-001	CAST IRON OUTBOARD FRONT BRAKE DRUMS			STD
409-006	FRONT OIL SEALS			STD
408-001	VENTED FRONT HUB CAPS WITH WINDOW, CENTER AND SIDE PLUGS - OIL			STD

Data Code	Description	Weight Front	Weight Rear	Retail Price
416-022	STANDARD SPINDLE NUTS FOR ALL AXLES			STD
405-002	MERITOR AUTOMATIC FRONT SLACK ADJUSTERS			STD
406-001	STANDARD KING PIN BUSHINGS			STD
536-055	TRW THP-60 POWER STEERING WITH RCH45 AUXILIARY GEAR	130		N/C
539-003	POWER STEERING PUMP			STD
534-003	4 QUART POWER STEERING RESERVOIR			N/C
533-001	OIL/AIR POWER STEERING COOLER			N/C
40T-001	MINERAL SAE 80/90 FRONT AXLE LUBE			STD
Front Suspension				
620-006	20,000# FLAT LEAF FRONT SUSPENSION	310		$815.00
619-004	GRAPHITE BRONZE BUSHINGS WITH SEALS - FRONT SUSPENSION			N/C
410-998	NO FRONT SHOCK ABSORBERS	-30		N/C
Rear Axle and Equipment				
420-111	MERITOR RT-46-160P 46,000# R-SERIES TANDEM REAR AXLE WITH PUMP		450	$4,398.00
421-321	3.21 REAR AXLE RATIO			N/C
424-001	IRON REAR AXLE CARRIER WITH STANDARD AXLE HOUSING			STD
386-067	RPL25SD MERITOR MAIN DRIVELINE	60	60	$339.00
388-039	RPL20 MERITOR INTERAXLE DRIVELINE			$8.00
452-006	DRIVER CONTROLLED TRACTION DIFFERENTIAL - BOTH TANDEM REAR AXLES		30	$1,317.00
878-023	(1) INTERAXLE LOCK VALVE, (1) DRIVER CONTROLLED DIFFERENTIAL LOCK FORWARD-REAR AND REAR-REAR AXLE VALVE			N/C
87A-005	INDICATOR LIGHT FOR EACH INTERAXLE LOCKOUT SWITCH			N/C
87B-024	INDICATOR LIGHT FOR EACH DIFFERENTIAL LOCKOUT SWITCH, ENGAGE AT SPEEDS 5 MPH OR LESS, DISENGAGE W/IGN OFF OR SPEEDS EXCEEDING 25			N/C

Data Code	Description	Weight Front	Weight Rear	Retail Price
	MPH			
423-020	MERITOR 16.5X7 Q+ CAST SPIDER CAM REAR BRAKES, DOUBLE ANCHOR, FABRICATED SHOES			STD
433-002	NON-ASBESTOS REAR BRAKE LINING			STD
434-019	ASPHALT SPREADER CLEARANCE REAR BRAKE GEOMETRY			N/C
451-001	CAST IRON OUTBOARD REAR BRAKE DRUMS		-20	STD
440-006	REAR OIL SEALS			STD
426-101	WABCO TRISTOP D LONGSTROKE 2-DRIVE AXLE SPRING PARKING CHAMBERS			STD
428-003	HALDEX AUTOMATIC REAR SLACK ADJUSTERS			$93.00
41T-002	CURRENT AVAILABLE SYNTHETIC 75W-90 REAR AXLE LUBE			STD
42T-001	STANDARD REAR AXLE BREATHER(S)			STD
Rear Suspension				
622-312	HENDRICKSON HAULMAAX EX 46,000# REAR SUSPENSION		120	$5,407.00
621-1AP	HENDRICKSON HAULMAAX/ULTIMAAX - 10.50" RIDE HEIGHT			N/C
624-009	54 INCH AXLE SPACING			N/C
628-010	HENDRICKSON HN, HAULMAAX AND ULTIMAAX SERIES STEEL BEAMS WITH BAR PIN			N/C
623-016	STANDARD DUTY FORE/AFT AND HEAVY DUTY TRANSVERSE CONTROL RODS			N/C
625-008	DOUBLE REBOUND STRAP - INBOARD AND OUTBOARD		13	$100.00
Pusher / Tag Equipment				
429-998	NO PUSHER/TAG BRAKE DUST SHIELDS			STD
Brake System				
490-121	WABCO 4S/4M ABS WITH TRACTION CONTROL			STD
871-001	REINFORCED NYLON, FABRIC BRAID AND WIRE BRAID CHASSIS AIR LINES			STD
904-001	FIBER BRAID PARKING BRAKE HOSE			STD

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Data Code	Description	Weight Front	Weight Rear	Retail Price
412-001	STANDARD BRAKE SYSTEM VALVES			STD
46D-002	STANDARD AIR SYSTEM PRESSURE PROTECTION SYSTEM			STD
413-002	STD U.S. FRONT BRAKE VALVE			STD
432-003	RELAY VALVE WITH 5-8 PSI CRACK PRESSURE, NO REAR PROPORTIONING VALVE			STD
480-009	BW AD-9 BRAKE LINE AIR DRYER WITH HEATER	20		N/C
483-003	BENDIX OIL COALESCING FILTER FOR AIR DRYER			$20.00
479-015	AIR DRYER FRAME MOUNTED			STD
460-001	STEEL AIR BRAKE RESERVOIRS			STD
477-001	PULL CABLE ON WET TANK, PETCOCK DRAIN VALVES ON ALL OTHER AIR TANKS			STD
Trailer Connections				
476-998	NO AIR HOSE HANGER			STD
914-001	AIR CONNECTIONS TO END OF FRAME WITH GLAD HANDS FOR TRUCK AND NO DUST COVERS			N/C
296-010	PRIMARY CONNECTOR/RECEPTACLE WIRED FOR SEPARATE STOP/TURN, ABS CENTER PIN POWERED THROUGH IGNITION			N/C
303-025	SAE J560 7-WAY PRIMARY TRAILER CABLE RECEPTACLE MOUNTED END OF FRAME			N/C
310-998	NO TRAILER ELECTRICAL CABLE			STD
Wheelbase & Frame				
545-515	5150MM (203 INCH) WHEELBASE			N/C
546-101	11/32X3-1/2X10-15/16 INCH STEEL FRAME (8.73MMX277.8MM/0.344X10.94 INCH) 120KSI	300	-30	$1,100.00
547-001	1/4 INCH (6.35MM) C-CHANNEL INNER FRAME REINFORCEMENT	190	380	$1,500.00
552-030	1600MM (63 INCH) REAR FRAME OVERHANG			STD
55W-006	FRAME OVERHANG RANGE: 61 INCH TO 70 INCH			N/C
549-002	24 INCH INTEGRAL FRONT FRAME EXTENSION	115	-20	$691.00

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Data Code	Description	Weight Front	Weight Rear	Retail Price
AC8-99D	CALC'D BACK OF CAB TO REAR SUSP C/L (CA) 137.2 in			
AE8-99D	CALCULATED EFFECTIVE BACK OF CAB TO REAR SUSPENSION C/L (CA) 134.2 in			
AE4-99D	CALC'D FRAME LENGTH - OVERALL 335.35 in			
FSS-0LH	CALCULATED FRAME SPACE LH SIDE 21.81 in			N/C
FSS-0RH	CALCULATED FRAME SPACE RH SIDE 82.08 in			N/C
AM6-99D	CALC'D SPACE AVAILABLE FOR DECKPLATE 0.0 in			
553-001	SQUARE END OF FRAME			STD
550-001	FRONT CLOSING CROSSMEMBER			STD
559-001	STANDARD WEIGHT ENGINE CROSSMEMBER			STD
562-001	STANDARD MIDSHIP #1 CROSSMEMBER(S)			STD
572-001	STANDARD REARMOST CROSSMEMBER			STD
565-001	STANDARD SUSPENSION CROSSMEMBER			STD
Chassis Equipment				
556-1E5	14 INCH PAINTED STEEL BUMPER	20		$228.00
558-001	FRONT TOW HOOKS - FRAME MOUNTED	15		$80.00
574-001	BUMPER MOUNTING FOR SINGLE LICENSE PLATE			STD
585-998	NO MUDFLAP BRACKETS			STD
590-998	NO REAR MUDFLAPS			STD
551-007	GRADE 8 THREADED HEX HEADED FRAME FASTENERS			STD
44Z-002	EXTERIOR HARNESSES WRAPPED IN ABRASION TAPE			STD
607-004	CLEAR FRAME RAIL 36 INCHES FROM BACK OF CAB OUTBOARD OF RH FRAME RAIL			$218.00
Fifth Wheel				
578-998	NO FIFTH WHEEL			STD

Prepared For :
Idaho Falls Purchasing
IDAHO FALLS CITY OF
308 CONSTITUTION WAY
IDAHO FALLS, ID 83402
UNITED STATES
Phone :208-612-8433

Prepared by:
Cliff Scoresby
Premier Truck Group - Idaho Falls
6413 DOUG ANDRUS DRIVE
IDAHO FALLS, ID 83402
Phone :

Data Code	Description	Weight Front	Weight Rear	Retail Price
Fuel Tanks				
204-156	100 GALLON/378 LITER ALUMINUM FUEL TANK - LH	20		$429.00
218-006	25 INCH DIAMETER FUEL TANK(S)			STD
215-005	PLAIN ALUMINUM/PAINTED STEEL FUEL/HYDRAULIC TANK(S) WITH PAINTED BANDS			STD
212-007	FUEL TANK(S) FORWARD			STD
664-001	PLAIN STEP FINISH			STD
205-001	FUEL TANK CAP(S)			STD
122-1K4	DAVCO 487 FUEL/WATER SEPARATOR WITH ESOC AND 12 VOLT PREHEATER	15		$890.00
216-020	EQUIFLO INBOARD FUEL SYSTEM			STD
202-016	HIGH TEMPERATURE REINFORCED NYLON FUEL LINE			STD
Tires				
093-16E	MICHELIN XZE 425/65R22.5 20 PLY RADIAL FRONT TIRES	170		$2,620.00
094-17X	MICHELIN X MULTI D+ 11R22.5 16 PLY RADIAL REAR TIRES		120	$4,160.00
Hubs				
418-060	CONMET PRESET PLUS PREMIUM IRON FRONT HUBS			STD
450-060	CONMET PRESET PLUS PREMIUM IRON REAR HUBS			STD
Wheels				
502-1H5	ALCOA LVL ONE 82462X 22.5X12.25 10-HUB PILOT 4.68 INSET 10-HAND ALUMINUM DISC FRONT WHEELS	-8		$656.00
505-1HB	ALCOA 88167X 22.5X8.25 10-HUB PILOT ALUMINUM DISC REAR WHEELS		-248	$1,072.00
496-011	FRONT WHEEL MOUNTING NUTS			STD
497-011	REAR WHEEL MOUNTING NUTS			STD
Cab Exterior				
829-1A2	114 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL CAB			STD
650-008	AIR CAB MOUNTING			STD

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Data Code	Description	Weight Front	Weight Rear	Retail Price
648-002	NONREMOVABLE BUGSCREEN MOUNTED BEHIND GRILLE			STD
667-037	SHORT FENDER WITH MUDFLAP			$141.00
678-001	LH AND RH GRAB HANDLES			STD
646-041	STATIONARY BLACK GRILLE			STD
65X-004	BLACK HOOD MOUNTED AIR INTAKE GRILLE			STD
644-004	FIBERGLASS HOOD			STD
652-001	FREIGHTLINER NAME PLATES			STD
690-998	NO NOISE SHIELD-ENG COMPARTMENT			($96.00)
727-1AH	SINGLE 14 INCH ROUND POLISHED AIR HORN ROOF MOUNTED			STD
726-001	SINGLE ELECTRIC HORN			STD
728-001	SINGLE HORN SHIELD			STD
575-001	REAR LICENSE PLATE MOUNT END OF FRAME			STD
312-068	HALOGEN COMPOSITE HEADLAMPS WITH BLACK BEZELS			STD
302-047	LED AERODYNAMIC MARKER LIGHTS			STD
311-001	DAYTIME RUNNING LIGHTS			STD
294-001	INTEGRAL STOP/TAIL/BACKUP LIGHTS			STD
300-015	STANDARD FRONT TURN SIGNAL LAMPS			STD
744-103	DUAL WEST COAST BRIGHT FINISH HEATED MIRRORS WITH LED LIGHTS AND LH AND RH REMOTE			$250.00
797-001	DOOR MOUNTED MIRRORS			STD
796-001	102 INCH EQUIPMENT WIDTH			STD
743-204	LH AND RH 8 INCH BRIGHT FINISH CONVEX MIRRORS MOUNTED UNDER PRIMARY MIRRORS			N/C
74B-005	RH VELVAC 8 INCH BRIGHT FINISH HOOD MOUNTED CONVEX MIRROR WITH SWING ARM BRACKET, DUAL	4		$122.00

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Data Code	Description	Weight Front	Weight Rear	Retail Price
	VIEW			
729-001	STANDARD SIDE/REAR REFLECTORS			STD
677-053	RH AFTERTREATMENT SYSTEM CAB ACCESS WITH PLAIN SHIELDING			STD
768-043	63X14 INCH TINTED REAR WINDOW			STD
661-004	TINTED DOOR GLASS LH AND RH WITH TINTED OPERATING WING WINDOWS			STD
654-011	RH AND LH ELECTRIC POWERED WINDOWS			STD
663-013	1-PIECE SOLAR GREEN GLASS WINDSHELD			STD
659-019	2 GALLON WINDSHIELD WASHER RESERVOIR WITHOUT FLUID LEVEL INDICATOR, FRAME MOUNTED			($80.00)
Cab Interior				
055-019	RUGGED TRIM PACKAGE			STD
707-107	GRAY & CARBON VINYL INTERIOR "RUGGED"			STD
70K-020	CARBON WITH PREMIUM GUNMETAL ACCENT (RUGGED)			STD
706-013	MOLDED DOOR PANEL			STD
708-013	MOLDED PLASTIC DOOR PANEL			STD
772-006	BLACK MATS WITH SINGLE INSULATION			STD
785-998	NO DASH MOUNTED ASH TRAYS AND LIGHTER			($6.00)
691-001	FORWARD ROOF MOUNTED CONSOLE			STD
693-019	LH AND RH DOOR STORAGE POCKETS INTEGRATED INTO MOLDED DOOR PANELS			STD
738-021	DIGITAL ALARM CLOCK IN DRIVER DISPLAY			STD
742-007	(2) CUP HOLDERS LH AND RH DASH			STD
680-029	M2/SD DASH			STD
720-003	5 LB. FIRE EXTINGUISHER	10		$60.00

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Data Code	Description	Weight Front	Weight Rear	Retail Price
700-002	HEATER, DEFROSTER AND AIR CONDITIONER			STD
701-001	STANDARD HVAC DUCTING			STD
703-005	MAIN HVAC CONTROLS WITH RECIRCULATION SWITCH			STD
170-015	STANDARD HEATER PLUMBING			STD
130-041	VALEO HEAVY DUTY A/C REFRIGERANT COMPRESSOR			STD
702-002	BINARY CONTROL, R-134A			STD
739-033	STANDARD INSULATION			STD
285-013	SOLID-STATE CIRCUIT PROTECTION AND FUSES			STD
280-007	12V NEGATIVE GROUND ELECTRICAL SYSTEM			STD
324-1B3	STANDARD LED CAB LIGHTING			STD
787-998	NO SECURITY DEVICE			N/C
657-001	DOOR LOCKS AND IGNITION SWITCH KEYED THE SAME			STD
78G-004	KEY QUANTITY OF 4			$18.00
655-005	LH AND RH ELECTRIC DOOR LOCKS			STD
740-998	NO MATTRESS	-20	-15	STD
722-002	TRIANGULAR REFLECTORS WITHOUT FLARES	10		$31.00
756-339	PREMIUM ISRINGHAUSEN HIGH BACK AIR SUSPENSION DRIVERS SEAT WITH 2 AIR LUMBAR, INTEGRATED CUSHION EXTENSION, TILT AND ADJUSTABLE SHOCK	70		$414.00
760-338	BASIC ISRINGHAUSEN HIGH BACK AIR SUSPENSION PASSENGER SEAT WTIH MECHANICAL LUMBAR AND INTEGRATED CUSHION EXTENSION	25	10	$255.00
711-004	LH AND RH INTEGRAL DOOR PANEL ARMRESTS			STD
758-1AK	BLACK VINYL DRIVER SEAT COVER			($78.00)
761-1AK	BLACK VINYL PASSENGER SEAT COVER			($74.00)
763-101	BLACK SEAT BELTS			STD

Data Code	Description	Weight Front	Weight Rear	Retail Price
532-002	ADJUSTABLE TILT AND TELESCOPING STEERING COLUMN			STD
540-070	4-SPOKE 18 INCH (450MM) LEATHER WRAPPED STEERING WHEEL WITH CHROME SWITCH BEZELS			STD
765-002	DRIVER AND PASSENGER INTERIOR SUN VISORS			STD
Instruments & Controls				
106-002	ELECTRONIC ACCELERATOR CONTROL			STD
732-998	NO INSTRUMENT PANEL-DRIVER			STD
734-022	FULLY CONFIGURABLE CENTER INSTRUMENT PANELS			STD
870-002	BRIGHT ARGENT FINISH GAUGE BEZELS			STD
486-001	LOW AIR PRESSURE INDICATOR LIGHT AND AUDIBLE ALARM			STD
840-001	DUAL NEEDLE PRIMARY AND SECONDARY AIR PRESSURE GAUGE			STD
198-003	DASH MOUNTED AIR RESTRICTION INDICATOR WITH GRADUATIONS			$25.00
721-001	97 DB BACKUP ALARM		3	$47.00
149-015	ELECTRONIC CRUISE CONTROL WITH CONTROLS ON STEERING WHEEL SPOKES			STD
156-007	KEY OPERATED IGNITION SWITCH AND INTEGRAL START POSITION; 4 POSITION OFF/RUN/START/ACCESSORY			STD
811-044	PREMIUM INSTRUMENT CLUSTER WITH 5.0 INCH TFT COLOR DISPLAY			STD
81B-003	DIGITAL PANEL LAMP DIMMER SWITCH IN DRIVER DISPLAY			STD
160-038	HEAVY DUTY ONBOARD DIAGNOSTICS INTERFACE CONNECTOR LOCATED BELOW LH DASH			STD
844-001	2 INCH ELECTRIC FUEL GAUGE			STD
845-011	FUEL FILTER RESTRICTION INDICATOR			STD
148-085	EMISSIONS LIMITED IDLE ADJUST			STD
48C-007	QUICKFIT PROGRAMMABLE INTERFACE CONNECTOR 1 UNDER CAB, CONNECTOR 2 BETWEEN SEATS, BOTH W/CAPS			N/C

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Data Code	Description	Weight Front	Weight Rear	Retail Price
856-001	ELECTRICAL ENGINE COOLANT TEMPERATURE GAUGE			STD
854-008	DIGITAL ENGINE OIL TEMPERATURE IN DRIVER DISPLAY			STD
852-002	ELECTRIC ENGINE OIL PRESSURE GAUGE			STD
864-998	NO TRANSMISSION TEMPERATURE GAUGE			($10.00)
867-004	ELECTRONIC OUTSIDE TEMPERATURE SENSOR DISPLAY IN DRIVER MESSAGE CENTER			STD
830-017	ENGINE AND TRIP HOUR METERS INTEGRAL WITHIN DRIVER DISPLAY			STD
736-998	NO OBSTACLE DETECTION SYSTEM			($4,324.00)
72J-998	NO DR ASSIST SYSTEM			($32.00)
49B-004	ELECTRONIC STABILITY CONTROL			STD
73B-998	NO LANE DEPARTURE WARNING SYSTEM			($1,080.00)
679-023	CENTER OVERHEAD INSTRUMENT PANEL BLANK			$168.00
35M-012	1 QUIKFIT PROGRAMABLE MODULE (QPMXMC) W/ (8) 20AMP FUSED RELAYS			$940.00
746-143	7" B-PANEL INTERACTIVE TOUCHSCREEN DISPLAY RADIO W/ USB-C, APPLE CARPLAY, ANDROID AUTO, BLUETOOTH/AM/FM/SXM/WB, WITH MICROPHONE			STD
747-001	DASH MOUNTED RADIO			STD
750-002	(2) RADIO SPEAKERS IN CAB			STD
753-998	NO AM/FM RADIO ANTENNA			STD
748-002	POWER AND GROUND STUDS ON TOP OF DASH			($5.00)
749-006	TOP OF DASH MOUNT CB RADIO PROVISION WITH PLATE AND STRAPS	2		$48.00
752-017	MULTI-BAND AM/FM/WB/CB LH MIRROR MOUNTED ANTENNA SYSTEM			$293.00
75W-998	NO MULTIBAND ANTENNA			($108.00)
78C-004	INTEROPERABLE SDAR ANTENNA, SHIP LOOSE			($4.00)

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Data Code	Description	Weight Front	Weight Rear	Retail Price
810-027	ELECTRONIC MPH SPEEDOMETER WITH SECONDARY KPH SCALE, WITHOUT ODOMETER			STD
817-001	STANDARD VEHICLE SPEED SENSOR			STD
812-001	ELECTRONIC 3000 RPM TACHOMETER			STD
813-1C8	DETROIT CONNECT PLATFORM HARDWARE			STD
8D1-213	3 YEARS DETROIT CONNECT BASE PACKAGE(FEATURES VARY BY MODEL) DETROIT CONNECT PLATFORM			N/C
6TS-008	(2) TMC RP1226 ACCESSORY CONNECTORS: (1) LOCATED BEHIND PASSENGER SIDE REMOVABLE DASH PANEL (1) CENTER OF OVERHEAD CONSOLE			$40.00
162-002	IGNITION SWITCH CONTROLLED ENGINE STOP			STD
81Y-005	PRE-TRIP INSPECTION FEATURE FOR EXTERIOR LAMPS ONLY			$43.00
264-032	(2) OVERHEAD MOUNTED LANYARD CONTROLS: (1) OFFICER AIR HORN AND (1) DRIVER AIR HORN			$105.00
482-001	STANDARD TRACTOR PROTECTION VALVE			N/C
883-001	TRAILER HAND CONTROL BRAKE VALVE			N/C
836-015	DIGITAL VOLTAGE DISPLAY INTEGRAL WITH DRIVER DISPLAY			STD
660-008	SINGLE ELECTRIC WINDSHIELD WIPER MOTOR WITH DELAY			STD
304-030	ROTARY HEADLAMP SWITCH, MARKER LIGHTS/HEADLIGHTS SWITCH WITH PULL OUT FOR OPTIONAL FOG/ROAD LAMPS			N/C
882-021	TWO VALVE PARKING BRAKE SYSTEM WITH DASH VALVE CONTROL AUTONEUTRAL AND WARNING INDICATOR			$13.00
299-020	SELF CANCELING TURN SIGNAL SWITCH WITH DIMMER, HEADLAMP FLASH, WASH/WIPE/INTERMITTENT			STD
298-046	INTEGRAL ELECTRONIC TURN SIGNAL FLASHER WITH 40 AMP (20 AMP PER SIDE) TRAILER LAMP CAPACITY			STD
87T-998	NO WRG/SW-OPTL #2,CHAS,AIR			STD

Design

065-000	PAINT: ONE SOLID COLOR			STD

Color

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Phone :

Data Code	Description	Weight Front	Weight Rear	Retail Price
980-5F6	CAB COLOR A: L0006EY WHITE ELITE EY			STD
986-020	BLACK, HIGH SOLIDS POLYURETHANE CHASSIS PAINT			STD
964-020	STANDARD BLACK BUMPER PAINT			STD
963-003	STANDARD E COAT/UNDERCOATING			STD

Certification / Compliance

996-001	U.S. FMVSS CERTIFICATION, EXCEPT SALES CABS AND GLIDER KITS			STD

Secondary Factory Options

998-998	DEALER ACCEPTS RESPONSIBILITY FOR IN-SERVICE PDI INSPECTION			STD
999-061	MUST MEET REQUIREMENTS IN PTO INSTALLATION GUIDELINE DOCUMENT ON DDCSN.COM, SPECIFICALLY MAX BENDING MOMENT & MIN ENGINE SPEED DURING PTO OPERATION			N/C

Sales Programs

PMY-3D7	SD QUOTE SALES PROGRAM			N/C

TOTAL VEHICLE SUMMARY

Adjusted List Price

Adjusted List Price ** $ 213,618.00

Weight Summary

	Weight Front	Weight Rear	Total Weight
Factory Weight+	10318 lbs	6984 lbs	17302 lbs
Total Weight+	10318 lbs	6984 lbs	17302 lbs

ITEMS NOT INCLUDED IN ADJUSTED LIST PRICE

Other Factory Charges

PNZ-003	CARB-COMPLIANT BASE WARRANTY DD13 / X12	$1,590.00
RD1-213	3 YEARS DETROIT CONNECT BASE PACKAGE(FEATURES VARY BY MODEL) DETROIT CONNECT PLATFORM	N/C
PAT-025	STEEL, ALUMINUM, AND CHINA TARIFF IMPACT FEE 108/114 SD AND M2 106/112	$1,500.00
R26-001	MY26 ESCALATOR	$3,750.00
P73-2FT	STANDARD DESTINATION CHARGE	$3,375.00

ADJUSTED SELL PRICE $154,823.00

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(+) Weights Shown are estimates only.
If weight is critical, contact Customer Application Engineering.

(**) Prices shown do not include taxes, fees, etc… "Net Equipment Selling Price" is located on the Quotation Details Proposal Report.

(***) All cost increases for major components (Engines, Transmissions, Axles, Front and Rear Tires) and government mandated requirements, tariffs, and raw material surcharges will be passed through and added to factory invoices.

Viking-Cives Midwest, Inc.
22956 Hwy 61
PO Box 295
Morley, MO 63767
Phone: 573-262-3545
Fax: 573-262-3369

Quote

Quote #	Date
173325	09/30/25

Customer	Ship To
CITY OF IDAHO FALLS *****email invoices***** P O BOX 50220 IDAHO FALLS ID 83405	City of Idaho Falls ATTN: STAN JAGIELSKI 2530 Hemmert Idaho Falls ID 83405

Customer PO	Terms	Sales Rep	Lead Time	Ship Via	FOB	VIN
	NET 30	KEVIN	09/30/25	CPU	UTAH	

Item	Description	Ordered	UOM	Price Per	Total Price
SOURCEWELL	Sourcewell Contract # 062222-VCM Customer member # 24211 Item sold NJ2400, SW-TK0115, SW-SP125, SW-SR0400, SW-CH0210, SW-TK0554, NJ2600	1.00	EA	0.00	0.00
46636AUG	2020 IDAHO FALLS 15' BEAUROC DB BeauRoc 14 cubic yard dump body package CSS model body with sloping rails 54"-36" with 42" sloped rear gate Air operated highlift tailgate with internal cylinders Steel side boards Air operated dup control PTO, pump and frame mounted oil reservoir Sand blasted, epoxy primed and sing stage Urethane White Cougar DC3200 vibrator mounted under body with cab control Heavy duty 600 series buck plate with 2300A air operated coupler and remounted trailer connections LED light kit All legal lights and flaps, Installed and ready for service	1.00	EA	49,560.00	49,560.00
SL02011	Electric tarp system for up to 19' Dump Body Aluminum arms with spring activation to cover load Aluminum tension arms to hold down front 12 volt high torque motor with in cab control switch and sealed relay system Aluminum roller assembly with bearings 84" wide Mesh fabric Installed in front dump body pockets with no housing for lower mounting height	1.00	EA	3,850.00	3,850.00
SALES	Freightliner chassis per attached spec	1.00	EA	154,823.00	154,823.00
NOTES	Customer to perform prepaint inspection	1.00	EA	0.00	0.00

Viking-Cives Midwest, Inc.
22956 Hwy 61
PO Box 295
Morley, MO 63767
Phone: 573-262-3545
Fax: 573-262-3369

Quote

Quote #	Date
173325	09/30/25

Customer	Ship To
CITY OF IDAHO FALLS *****email invoices***** P O BOX 50220 IDAHO FALLS ID 83405	City of Idaho Falls ATTN: STAN JAGIELSKI 2530 Hemmert Idaho Falls ID 83405

Customer PO	Terms	Sales Rep	Lead Time	Ship Via	FOB	VIN
	NET 30	KEVIN	09/30/25	CPU	UTAH	

Item	Description	Ordered	UOM	Price Per	Total Price
SALES	Chassis is provided as a courtesy item and must be paid within 30 days of arrival at Viking-Cives to avoid any flooring cost's	1.00	EA	0.00	0.00

Prepared By: knewson@vikingcivesmidwest.com

Memo: Price updated 11/21/2025 and valid for 30 days
Any Governmental surcharges and Tariffs will be added
Tyler Smith - Parks department

Customer must fill out the information below before the order can be processed.

Sub-Total	208,233.00
Shipping	0.000
Discount	0.00
Taxes	0.00
Total	208,233.00

Accepted by:_____ Date:_____ P.O.#:_____

**Quoted price does not include any applicable taxes.*
**Terms are Due Upon Receipt unless prior credit*
**Terms for established accounts, NET 30 days*
**Please note if chassis is furnished, it is as a convenience and terms are Net Due on Receipt of Chassis*

Memorandum

File #: 25-470 **City Council Meeting**

FROM: Pam Alexander, Impact Fee Administrator
DATE: Thursday, December 4, 2025
DEPARTMENT: Municipal Services

Subject
Public Hearing and Consideration of Proposed Capital Improvement Plan, Development Impact Fee Study Update, and Amendments to City Code, Title 10, Chapter 8, Development Impact Fees

Council Action Desired
☒ Ordinance ☐ Resolution ☒ Public Hearing
☐ Other Action (Approval, Authorization, Ratification, etc.)
Conduct a public hearing for the proposed Capital Improvement Plan, Development Impact Fee Study Update, and amendments to City Code, Title 10, Chapter 8, Development Impact Fees and Approve the proposed Capital Improvement Plan, Development Impact Fee Study Update, and amendments to City Code, Title 10, Chapter 9, Development Impact Fees, under a suspension of the rules requiring three complete and separate readings, and request that the ordinance be read by title and published by summary, with the required effective date to be 30-days from the effective passage date, or take other action deemed appropriate.

Description, Background Information & Purpose
Pursuant to Idaho Code § 67-8206(3) and (5), Development Impact Fees and City Code, Title 10, Chapter 8, Development Impact Fees, to hear public comment on the proposed Impact Fee Capital Improvement Plan, Development Impact Fee Study Update (dated October 7, 2025) and amendments to City Code, Title 10, Chapter 8, Development Impact Fees. This public hearing notification was published in the legal section of the Post Register on Wednesday, November 19, 2025, and Saturday, November 22, 2025.

Alignment with City & Department Planning Objectives



☐ ☒ ☒ ☐ ☒ ☒ ☐ ☐

The public hearing supports the good governance, well-planned growth and development, livable community, and reliable public infrastructure and transportation.

Interdepartmental Coordination
Reviews have been conducted with all relevant city departments.

Fiscal Impact
There is no direct fiscal impact associated with this hearing and policy action.

Legal Review
The Legal Department concurs that the proposed Council actions comply with Idaho Code § 67-8206(3) and (5), and City Code, Title 10, Chapter 8, Development Impact Fees.

Capital Improvements Plan and Development Impact Fee Study

Submitted to:

City of Idaho Falls, Idaho

October 7, 2025

Prepared by:

TischlerBise
FISCAL | ECONOMIC | PLANNING

999 W Main Street
Suite 100
Boise, ID 83702
208.515.7480
www.tischlerbise.com

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Impact Fee Study
City of Idaho Falls, Idaho

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EXECUTIVE SUMMARY

The City of Idaho Falls, Idaho, retained TischlerBise, Inc. to update its development impact fee program. It is the intent of the City of Idaho Falls to evaluate and update impact fees for: (1) parks & recreation, (2) transportation, (3) police, and (4) fire/EMS. This report presents the methodologies and calculations used to generate current levels of service and maximum supportable impact fees. It is intended to serve as supporting documentation for the evaluation and update of impact fees in the City of Idaho Falls.

The purpose of this study is to demonstrate the City's compliance with Idaho Statutes as authorized by the Idaho Legislature. Consistent with the authorization (Idaho Code§ 67-8202), it is the intent of the City of Idaho Falls to:

1. Collect impact fees to ensure that adequate public facilities are available to serve new growth and development;
2. Promote orderly growth and development by establishing uniform standards by which local governments may require that those who benefit from new growth and development pay a proportionate share of the cost of new public facilities needed to serve new growth and development;
3. Establish minimum standards for the adoption of development impact fee ordinances by government entities;
4. Ensure that those who benefit from new growth and development are required to pay no more than their proportionate share of the cost of public facilities needed to serve new growth and development and to prevent duplicate and ad hoc development requirements.

Impact fees are one-time payments used to construct system improvements needed to accommodate new development. An impact fee represents new growth's fair share of capital facility needs. By law, impact fees can only be used for capital improvements, not operating or maintenance costs. Impact fees are subject to legal standards, which require fulfillment of three key elements: need, benefit and proportionality.

- First, to justify a fee for public facilities, it must be demonstrated that new development will create a need for capital improvements.
- Second, new development must derive a benefit from the payment of the fees (i.e., in the form of public facilities constructed within a reasonable timeframe).
- Third, the fee paid by a particular type of development should not exceed its proportional share of the capital cost for system improvements.

TischlerBise evaluated possible methodologies and documented appropriate demand indicators by type of development for the levels of service and fees. Local demographic data and improvement costs were used to identify specific capital costs attributable to growth. This report includes summary tables indicating the specific factors, referred to as level of service standards, used to derive the impact fees.

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The service area for all fees is the City of Idaho Falls. The Parks & Recreation fees are based on residential demand, while the Transportation, Police, and Fire/EMS fees are calculated for both residential and nonresidential development.

IDAHO DEVELOPMENT IMPACT FEE ENABLING LEGISLATION

The Enabling Legislation governs how development fees are calculated for municipalities in Idaho. All requirements of the Idaho Development Impact Fee Act (IDIFA) have been met in the supporting documentation prepared by TischlerBise. There are four requirements of the Idaho Act that are not common in the development impact fee enabling legislation of other states. This overview offers further clarification of these unique requirements.

First, as specified in 67-8204(2) of the Idaho Act, "development impact fees shall be calculated on the basis of levels of service for public facilities . . . applicable to existing development as well as new growth and development."

Second, Idaho requires a Capital Improvements Plan (CIP) [see Idaho Code § 67-8208]. The CIP requirements are summarized in this report, with detailed documentation provided in the discussion on infrastructure.

Third, the Idaho Act also requires documentation of any existing deficiencies in the types of infrastructure to be funded by development impact fees [see 67-8208(1)(a)]. The intent of this requirement is to prevent charging new development to cure existing deficiencies. In the context of development impact fees for the City of Idaho Falls, the term "deficiencies" means a shortage or inadequacy of current system improvements when measured against the levels of service to be applied to new development. It does not mean a shortage or inadequacy when measured against some "hoped for" level of service.

TischlerBise used the current infrastructure cost per service unit (i.e., existing standards), or future levels of service where appropriate, multiplied by the projected increase in service units over an appropriate planning timeframe, to yield the cost of growth-related system improvements. The relationship between these three variables can be reduced to a mathematical formula, expressed as A x B = C. In section 67-8204(16), the Idaho Act simply reorganizes this formula, stating the cost per service unit (i.e., development impact fee) may not exceed the cost of growth-related system improvements divided by the number of projected service units attributable to new development (i.e., A = C ÷ B). By using existing infrastructure standards to determine the need for growth-related capital improvements, the City of Idaho Falls ensures the same level-of-service standards are applicable to existing and new development. Using existing infrastructure standards also means there are no existing deficiencies in the current system that must be corrected from non-development impact fee funding.

Fourth, IDIFA requires a proportionate share determination (Idaho Code § 67-8207). Basically, local government must consider various types of applicable credits and/or other revenues that may reduce the capital costs attributable to new development. The development impact fee methodologies and the cash

flow analysis have addressed the need for credits to avoid potential double payment for growth-related infrastructure.

SUMMARY OF CAPITAL IMPROVEMENTS PLANS AND DEVELOPMENT IMPACT FEES

Development impact fees can be calculated by any one of several legitimate methods. The choice of a particular method depends primarily on the service characteristics and planning requirements for each facility type. Each method has advantages and disadvantages in a particular situation, and to some extent can be interchangeable, because each allocates facility costs in proportion to the needs created by development.

Reduced to its simplest terms, the process of calculating development impact fees involves two main steps: (1) determining the cost of development-related capital improvements and (2) allocating those costs equitably to various types of development. In practice, though, the calculation of impact fees can become quite complicated because of the many variables involved in defining the relationship between development and the need for facilities. The following paragraphs discuss three basic methods for calculating development impact fees, and how each method can be applied.

***Cost Recovery or Buy-In Fee Calculation*.** The rationale for the cost recovery approach is that new development is paying for its share of the useful life and remaining capacity of facilities already built or land already purchased from which new growth will benefit. This methodology is often used for systems that were oversized such as sewer and water facilities.

***Incremental Expansion Fee Calculation*.** The incremental expansion method documents the current level of service (LOS) for each type of public facility in both quantitative and qualitative measures, based on an existing service standard (such as park land acres per 1,000 residents). This approach ensures that there are no existing infrastructure deficiencies or surplus capacity in infrastructure. New development is only paying its proportionate share for growth-related infrastructure. An incremental expansion cost method is best suited for public facilities that will be expanded in regular increments, with LOS standards based on current conditions in the community.

***Plan-Based Fee Calculation*.** The plan-based method allocates costs for a specified set of improvements to a specified amount of development. Facility plans identify needed improvements, and land use plans identify development. In this method, the total cost of relevant facilities is divided by total demand to calculate a cost per unit of demand. Then, the cost per unit of demand is multiplied by the amount of demand per unit of development (e.g., housing units or square feet of building area) in each category to arrive at a cost per specific unit of development (e.g., single family detached unit).

Credits. Regardless of the methodology, a consideration of "credits" is integral to the development of a legally valid impact fee methodology. There are two types of "credits," each with specific and distinct characteristics, but both of which should be addressed in the calculation of development impact fees. The first is a credit due to possible double payment situations. This could occur when contributions are made

by the property owner toward the capital costs of the public facility covered by the impact fee. This type of credit is integrated into the impact fee calculation. The second is a credit toward the payment of a fee for dedication of public sites or improvements provided by the developer and for which the facility fee is imposed. This type of credit is addressed in the administration and implementation of a facility fee program.

The following table summarizes the method(s) used to derive the impact fee for each type of public facility in Idaho Falls.

Figure 1. Summary of Impact Fee Methodologies

Fee Category	Service Area	Incremental Expansion	Plan-Based	Cost Recovery	Cost Allocation
Parks and Recreation	Citywide	Community & Civic Parks	n/a	Impact Fee Study	Population
Transportation	Citywide	Arterial Capacity Improvements	n/a	Impact Fee Study	Vehicle Miles Traveled (VMT)
Police	Citywide	Police Vehicles	n/a	Police Station & Impact Fee Study	Population, Nonresidential Vehicle Trips
Fire/EMS	Citywide	Station Facilities, Apparatus	Training Center Design Plans	Impact Fee Study	Fire/EMS Calls for Service

A summary of the system improvements including in the CIP for each infrastructure category included in the study is provided below. See the chapters below for further details. Additionally, the City of Idaho Falls prepared a comprehensive schedule of infrastructure improvements that are not eligible for funding by impact fees, such as replacement of existing capital improvements.

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Figure 2. Parks & Recreation 10-Year Growth-Related CIP

Idaho Falls Parks & Recreation Department 10-Year Growth-Related Capital Improvement Plan					
Project	**Park Type**	**Fiscal Year**	**Estimated Cost**	**Acres**	**Amenities**
Dedicate Meppen Park into the City's park system	Neighborhood	2026	$0	8	-
Install irrigation system in Meppen Park	Neighborhood	2026	$30,000	-	-
Water Slide at the Aquatic Center	Indoor Rec Center	2026	$450,000	-	1
Sandy Downs - Earthwork & Grading	Community	2027	$800,000	45	-
Sandy Downs - Run Utilities throughout the Park	Community	2027	$700,000	-	-
Sandy Downs - Irrigation system and water feature from canal	Community	2028	$700,000	-	1
Sandy Downs - Trees & landscaping	Community	2028	$600,000	-	5
Sandy Downs - Parking lots and roadways	Community	2029	$800,000	-	1
Sandy Downs - South side maintenance shop	Community	2029	$250,000	-	1
Heritage Park - Build heritage stops and water feature in park	Civic	2029	$132,000	-	2
Sandy Downs - Restroom and concession stand in clover	Community	2030	$400,000	-	2
Sandy Downs - 4 baseball/softball diamonds	Community	2030	$600,000	-	4
Sandy Downs - 5 sets of soccer goals and bleachers	Community	2030	$100,000	-	5
Sandy Downs - Install lighting on 4 baseball diamonds	Community	2031	$800,000	-	4
Sandy Downs - 4 pickleball courts	Community	2032	$200,000	-	4
Sandy Downs - Playground with ADA poured in place surfacing	Community	2032	$250,000	-	1
Sandy Downs - Install lighting on 6 soccer fields	Community	2032	$800,000	-	6
Sandy Downs - Perimeter Walking Path with benches, trees & a drinking fountain	Community	2033	$1,000,000	-	5
John's Hole - Irrigate, turf and landscape land across canal from marina	Civic	2033	$132,000	-	2
Northern Park - Purchase of Property	Community	2034	$1,000,000	50	-
Parks & Recreation Impact Fee Studies	-	'30,'35	$34,000	-	-
		Total	**$9,778,000**	**103**	**44**

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Figure 3. Transportation 6-Year Growth-Related CIP

Transportation 6-Year Impact Fee Projects	Year	Lane Miles	Cost Estimate
Pancheri Dr & Utah Ave Right Turn Lane Improvements	2025	0.04	$50,000
Holmes Ave and 49th E Intersection (Federal Aid, Participation with County)	2025	0.15	$200,000
65th N and 5th E (Teton View Estates)	2025	0.40	$600,000
Utah Ave (Eagle Ridge)	2025	0.35	$500,000
Skyline Dr (Barnwood Estates)	2025	0.21	$300,000
Skyline Dr (Freeway Commercial Center)	2025	0.18	$275,000
S Holmes Ave (Southbridge)	2025	0.04	$75,000
33rd N (Maverik)	2025	0.27	$400,000
S Holmes (Taylorview Homes)	2025	0.04	$75,000
15th E from 49th S along Faraday Subdivision	2026	1.53	$1,600,000
33rd N (Recycle Road West & E of N 5th W Intersection)	2026	0.44	$650,000
15th E and 49th S Intersection	2027	0.61	$900,000
N 5th W Expansion from City Limits through W 33rd N	2027	1.19	$2,600,000
5th W Ridgewood Park to Bristol Heights	2028	0.25	$750,000
N 15th E from Yellowstone Hwy to E Iona Road	2028	1.42	$2,600,000
25th E from Watersprings to 49th S	2029	0.97	$1,925,000
N 5th W Expansion from W 33rd N to Pevero Drive (Consultant Design)	2029	2.56	$3,800,000
15th E from Elk Creek to Sunny Pine	2029	0.72	$1,100,000
15th E from Sunny Pine to 49th S	2030	1.53	$2,275,000
Holmes from Castlerock to 49th S	2030	1.19	$2,275,000
49th S from 25th E to Brookside	2030	0.42	$650,000
49th S from 15th E to Holmes Ave	2030	1.00	$1,500,000
	6-Year Total	**15.51**	**$25,100,000**

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Figure 4. Police 5-Year Growth-Related CIP

Idaho Falls Police Department 5-Year Growth-Related Capital Improvement Plan						
Project	Year	Unit	Cost	Impact Fee Eligible	Proj. Impact Fee Revenue	Other Revenues
Police Station COP Debt Service	2026-2030	annual payments	$9,993,200	$3,306,643	$1,616,618	$8,376,583
Police Vehicle Additions to Fleet	2026-2030	11 units	$1,045,000	$1,045,000	$1,045,000	$0
Impact Fee Study Updates (2)	2030	-	$16,883	$16,883	$16,883	$0
		Total	**$11,055,083**	**$4,368,526**	**$2,678,500**	**$8,376,583**

Figure 5. Fire/EMS 10-Year Growth-Related CIP

Idaho Falls Fire/EMS 10-Year Growth-Related Capital Improvement Plan						
Project	Year	Unit	Cost	Impact Fee Eligible	Proj. Impact Fee Revenue	Other Revenues
Fire Station #6 - Yellowstone & HWY26	2025	7,284 square feet	$2,950,000	$2,950,000	$2,950,000	$0
Station #6 Engine	2025	1 unit	$930,000	$930,000	$930,000	$0
Station #6 Ambulance	2025	1 unit	$265,338	$265,338	$265,338	$0
Station #6 Storage	2027	18,400 square feet	$2,000,000	$2,000,000	$834,000	$1,166,000
Training Facility Design & Engineering Study	2027	-	$80,000	$80,000	$80,000	$0
Fire Station #8 - TBD	2032	5,000-6,000 sq ft	$2,200,000	$2,200,000	$0	$2,200,000
Station #8 Engine	2032	1 unit	$930,000	$930,000	$930,000	$0
Station #8 Ambulance	2032	1 unit	$265,338	$265,338	$265,338	$0
Impact Fee Study Updates (2)	2030-2035	-	$33,765	$33,765	$33,765	$0
		Total	**$9,654,441**	**$9,654,441**	**$6,288,441**	**$3,366,000**

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Maximum Supportable Development Impact Fees by Type of Land Use

Figure 6 provides a schedule of the maximum supportable development impact fees by type of land use for the City of Idaho Falls. The fees represent the highest supportable amount for each type of applicable land use and represents new growth's fair share of the cost for capital facilities. The City may adopt fees that are less than the amounts shown. However, a reduction in impact fee revenue will necessitate an increase in other revenues, a decrease in planned capital expenditures, and/or a decrease in levels of service.

The fees for residential development are to be assessed per housing unit based on the square footage of the dwelling unit. For nonresidential development, the fees are assessed per square foot of floor area. Nonresidential development categories are consistent with the terminology and definitions contained in the reference book, Trip Generation 11th Edition, published by the Institute of Transportation Engineers. Housing unit square footage and land use definitions are provided in the Appendix A. Development Type Definitions.

Figure 6. Summary of Maximum Supportable Development Impact Fees by Land Use

Housing Type	Parks & Recreation	Transp.	Police	Fire/EMS	Maximum Supportable Fee	Current Fee [1]	Change
Residential (per housing unit by square footage)							
Under 1,000	$518	$1,295	$187	$177	**$2,177**	$2,943	($766)
1,000 to 1,499	$790	$1,864	$285	$270	**$3,209**	$5,274	($2,065)
1,500 to 1,999	$1,072	$2,451	$387	$368	**$4,278**	$5,274	($996)
2,000 to 2,499	$1,276	$2,890	$460	$438	**$5,064**	$5,274	($210)
2,500 to 2,999	$1,443	$3,239	$521	$496	**$5,699**	$5,274	$426
3,000 to 3,499	$1,585	$3,530	$572	$543	**$6,230**	$5,274	$957
3,500 to 3,999	$1,700	$3,780	$613	$583	**$6,676**	$5,274	$1,403
4,000 to 4,499	$1,804	$3,998	$651	$620	**$7,073**	$5,274	$1,800
4,500 to 4,999	$1,898	$4,190	$685	$652	**$7,425**	$5,274	$2,152
5,000 or More	$1,977	$4,363	$713	$678	**$7,731**	$5,274	$2,458
Nonresidential (per 1,000 square feet)							
Retail	$0	$3,320	$1,060	$550	**$4,930**	$5,548	($618)
Office	$0	$1,944	$408	$93	**$2,445**	$1,961	$484
Industrial	$0	$874	$183	$49	**$1,106**	$997	$109
Institutional	$0	$1,932	$406	$1,978	**$4,316**	$3,348	$969

[1] Note: The current fee listed for housing units less than 1,000 square feet is for multifamily development

Change in Residential Fee Schedule

The Idaho Falls City Council and Development Impact Fee Advisory Committee have both requested that the residential impact fee schedule be changed from assessing the fee by housing type to the square footage of the housing unit. The revisions moves the assessment from two housing types (single family and multifamily) to ten size groupings, as shown in Figure 6. This report establishes the service units by size groupings. Local census data and analysis supporting these groupings can be found on page 100. This approach further refines and builds on the proportionately of the existing (2021) fee schedule.

The City Council has defined the square footage to be used in the assessment of the fee as the climate-controlled square footage of the structure. The City has determined that unfinished basements should be included in the square footage calculation for impact fee assessment. This decision was made with the consideration that unfinished basements in Idaho Falls tend to become finished basements over time, often including bedrooms which would indicate an addition to the service units being generated by that housing unit. However, many basements are finished without building permits, creating enforcement challenges and unfairness and excluding unfinished basements would penalize those who comply with permit requirements while rewarding those who do not comply. In other words, the City does not wish to discourage residents from improving their homes or create incentives to avoid building permits and assessing the impact fee when the initial construction is most equitable.

This approach ensures the "rough proportionality" as required by IDIFA and constitutional standards, recognizing that unfinished spaces typically generate future demand for City services. The City has exercised its judgment and discretion in determining to include all habitable space in the square footage calculation to maintain fairness and administrative efficiency.

The residential square footage excludes attics, crawl spaces, automobile garages, and accessory storage structures that are not climate controlled.

IDAHO DEVELOPMENT IMPACT FEE ACT (IDIFA)

The Idaho Falls Capital Improvements Plan and Development Impact Fee Study complies with IDIFA and constitutional requirements of substantial nexus and rough proportionality. The following provides a summary of a few elements that are required in IDIFA and where in the report further details can be found.

- Land Use Assumptions. IDIFA defines land use assumptions as “a description of the service area and projections of land uses, densities, intensities, and population in the service area over at least a twenty (20) year period.” Idaho Code § 67-8203(16). The CIP has established the service area as one citywide area and has incorporated a variety of adopted planning documents that exceed the required 20-year planning horizon (page 89).
- System Improvements Timeframe. IDIFA provides that the CIP project demand for system improvements over a timeframe of 20 years or less. Idaho Code § 67-8208(1)(h). This shorter timeframe reflects the Idaho Legislature’s recognition that the CIP is a concrete, project-level planning tool used to identify and fund specific system improvements. Idaho Falls’s CIP employes a 10-year timeframe for projecting demand for system improvements.
- Definitive Table. IDIFA requires a CIP to include a definitive table that establishes “the specific level or quantity of use, consumption, generation or discharge of a service unit for each category of system improvements and an equivalency or conversion table establishing the ratio of a service unit to various types of land uses, including residential, commercial, agricultural and industrial.” Idaho Code § 67-8208(1)(e). This can be found on page 81 in Figure 71. The table reflects analysis in the applicable chapter in the body of the report. Refer to those chapters for details on the calculations related to the definitive table.

- The CIP and associated impact fees address only the impacts of new development structure. Based on the Idaho Falls land use assumptions, no new agricultural uses will be allowed within the service area. Thus, there is no need to evaluate the cost of providing capital improvements to serve new agricultural land. Additionally, residential or nonresidential structures built on existing agricultural land will be assessed based on the appropriate development type in the fee schedule. For those reasons, agriculture has been excluded from the tables.
- The CIP must include a commitment "to use other available sources of revenue to cure existing system deficiencies where practical." Idaho Code § 67-8208(2). See discussion in under "Other Funding Sources for System Improvements" on page 27.

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KEY TERMS AND DEFINITIONS

PUBLIC FACILITIES

IDIFA authorizes local governmental entities to impose impact fees to fund certain new or expanded "public facilities" needed to serve new developments. "Public facilities" are defined to include six categories of capital expenditures (water supply, wastewater facilities, roads, storm water collection facilities, parks and open space, and public safety facilities. Idaho Code § 67-8203(24).

CAPITAL IMPROVEMENTS

Capital improvements are improvements with a useful life of 10 years or more which increase the service capacity of a public facility. Idaho Code § 67-8203(3). Capital improvements may be either "project improvements" or "system improvements." Idaho Code §§ 67-8203(22), 67-8203(28).

SYSTEM IMPROVEMENTS

"System improvements" are a set of capital improvements identified by a governmental entity in its CIP. In contrast to "project improvements" (which serve a particular new development), system improvements serve an entire "service area" identified by the governmental entity. Idaho Code § 67-8203(28). Impact fees may be used only to fund system improvements. Idaho Code §§67-8203(9), 67-8210(2). Projected demand for system improvements (which drives the impact fee calculation) is based on a planning timeframe not to exceed 20 years. Idaho Code § 67-8208(1)(h).

SERVICE AREA

IDIFA requires local governmental entities to identify one or more "service areas" in which system improvements will be funded with impact fees. Idaho Code §§ 67-8203(26), 67-8208(1)(f), 67-8210(2).

Idaho Falls's CIP identifies only one service area—the entire city. See discussion under the "Service Area" subheading under each "Impact Fee Analysis" chapter.

CAPITAL IMPROVEMENTS PLAN (CIP).

IDIFA sets out detailed procedures for the establishment of impact fees. Central to this procedure is adoption of a "capital improvements plan" (CIP) which must be developed in coordination with the development impact fee impact fee advisory committee. Idaho Code §§ 67-8203(5), 67-8206(2), 67-8208. The capital improvements plan will identify one or more "service areas" within which future growth is to be projected based on "land use assumptions" adopted by the governmental entity. The capital improvements plan identifies a set of specific "system improvements" that may be funded with impact fees. The CIP must be updated at least once every five years. Idaho Code § 67-8208(2).

This document (2025 Capital Improvements Plan and Development Impact Fee Study) serves as Idaho Falls's 2025 CIP. It replaces Idaho Falls's 2021 CIP.

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ADVISORY COMMITTEE

IDIFA requires that a governmental entity choosing to enact an impact fee ordinance must establish a "development impact fee impact fee advisory committee." Idaho Code § 67-8205. See discussion under "Implementation and Administration" on page 85.

LAND USE ASSUMPTIONS

The CIP must describe the land use assumptions used by the governmental entity. Idaho Code § 67-8208(1)(d). IDIFA defines "land use assumptions" as "a description of the service area and projections of land uses, densities, intensities, and population in the service area over at least a twenty (20) year period." Idaho Code § 67-8203(16). In contrast to this timeframe, projected demand for system improvements (which drives the impact fee calculation) is based on a planning timeframe not to exceed 20 years. Idaho Code § 67-8208(1)(h).

SERVICE UNIT

To assure proportionality, IDIFA requires that impact fees be based on a quantification of the need for system improvements generated by each category and size of development. To accomplish this, IDIFA employs the term "service unit," which is defined as "a standardized measure of consumption, use, generation or discharge attributable to an individual unit of development calculated in accordance with generally accepted engineering or planning standards for a particular category of capital improvements." Idaho Code § 67-8203(27). Service units are also discussed in Idaho Code § 67-8204(16).

Service units vary depending on the category of system improvements. The service unit for parks and recreation is "persons per housing unit" (PPHU). (See "Parks & Recreation Service Units " on page 29.) The service unit for transportation is "vehicle miles of travel" (VMT). (See "Transportation Service Units" on page 42.) The service unit for police system improvements needed for residential development is "persons per housing unit" (PPHU). The service unit for police system improvements needed for non-residential development is "non-residential vehicle trips." (See "Police Service Units" on page 53.) The service unit for Fire/EMT is the number of "calls for service" attributable to each category of development (single family, multifamily, retail, office, industrial, and institutional). (See "Cost Allocation for Fire/EMS Infrastructure & Service Units" on page 67.)

The service unit allows the need for system improvements to be measured on an apples-to-apples basis across various types and sizes of development. For example, in this CIP, a home of under 1,000 square feet is assigned 0.99 service units, while a home of over 5,000 square feet has 3.78 service units. This reflects the fact that, on average, larger homes have more people living in them.

Thus, for example, the need for parks and recreation system improvements is broken down into (1) acres of park land, (2) number of community park amenities, and (3) number of civic park amenities. The need for each of these is then quantified for each service unit (i.e., per person). A residential home or apartment of less than 1,000 square feet will house an average of 0.99 people (0.99 service units). (See Figure 14 on page 30.) The number of service units is then multiplied by the cost of parks and recreation land and

amenities per person (with a small addition to cover the cost of the impact fee study) to determine the parks and recreation component of the impact fee.

DEFINITIVE AND CONVERSION TABLES

The CIP must include a "definitive table establishing the specific level or quantity of use, consumption, generation or discharge of a service unit for each category of system improvements and an equivalency or conversion table establishing the ratio of a service unit to various types of land uses, including residential, commercial, agricultural and industrial." Idaho Code § 67-8208(1)(e).

The purpose of the definitive table or tables is to display the extent of use per "service unit" for each category of system improvements. For example, for parks and recreation, the definitive table specifies the number of acres of parks and the number of park amenities per housing unit by square footage based on the persons per housing unit.

The purpose of the conversion table or tables is to take the cost per service unit for each category of system improvement and multiply that number of service units associated with each category of development. A further adjustment may then be made to reduce the fee based on the availability of other funding sources. This enables the reader to determine, for example, the cost of park system improvements needed by a single residential home of 1,000 to 1,499 square feet.

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System Improvements

The following section provides a summary of the growth-related demands for system improvements (and costs thereof) on which the fees are based. Each infrastructure category is discussed in turn. First, Figure 7 and Figure 8 lists the projected growth over the next ten years in Idaho Falls. Further details can be found in the Impact Fee Analysis chapters for each category system improvement.

Figure 7. Ten-Year Projected Residential Growth

Idaho Falls, ID	Base Year 2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	Total Increase
Population [1]	69,538	71,022	72,507	73,992	75,477	76,962	78,446	79,931	81,416	82,901	84,386	**14,848**
Percent Increase		*2.1%*	*2.1%*	*2.0%*	*2.0%*	*2.0%*	*1.9%*	*1.9%*	*1.9%*	*1.8%*	*1.8%*	*21.4%*
Housing Units [2]												
Single Family	20,340	20,699	21,058	21,417	21,776	22,135	22,494	22,853	23,212	23,571	23,930	**3,590**
Multifamily	8,315	8,582	8,849	9,116	9,383	9,650	9,917	10,184	10,451	10,718	10,985	**2,670**
Total Housing Units	28,654	29,280	29,906	30,532	31,158	31,784	32,410	33,036	33,662	34,288	34,914	**6,260**

[1] Population growth is based on housing development and persons per housing unit factors

[2] The building permit annual average without 2024 is assumed to continue over the next ten years

Figure 8. Ten-Year Projected Nonresidential Growth

Idaho Falls, ID	Base Year 2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	Total Increase
Jobs [1]												
Retail	13,990	14,235	14,480	14,725	14,970	15,215	15,460	15,705	15,950	16,195	16,440	**2,450**
Office	18,013	18,422	18,832	19,241	19,650	20,059	20,469	20,878	21,287	21,696	22,106	**4,093**
Industrial	10,724	10,933	11,141	11,350	11,559	11,767	11,976	12,185	12,393	12,602	12,811	**2,087**
Institutional	13,677	14,083	14,488	14,894	15,299	15,705	16,110	16,516	16,921	17,327	17,732	**4,055**
Total	56,404	57,672	58,941	60,209	61,478	62,746	64,015	65,283	66,552	67,820	69,089	**12,685**
Percent Increase		*2.2%*	*2.2%*	*2.2%*	*2.1%*	*2.1%*	*2.0%*	*2.0%*	*1.9%*	*1.9%*	*1.9%*	*22.5%*
Nonresidential Floor Area (1,000 sq. ft.) [2]												
Retail	6,002	6,117	6,232	6,348	6,463	6,578	6,694	6,809	6,924	7,040	7,155	**1,153**
Office	6,046	6,172	6,298	6,424	6,549	6,675	6,801	6,926	7,052	7,178	7,304	**1,257**
Industrial	6,615	6,747	6,880	7,013	7,146	7,279	7,411	7,544	7,677	7,810	7,943	**1,328**
Institutional	4,835	4,977	5,119	5,261	5,403	5,545	5,687	5,829	5,971	6,113	6,255	**1,420**
Total	23,498	24,014	24,530	25,045	25,561	26,077	26,593	27,109	27,624	28,140	28,656	**5,158**

[1] Source: Bonneville Metropolitan Planning Organization; American Census Bureau OnTheMap

[2] Source: TischlerBise analysis; Institute of Transportation Engineers, Trip Generation, 2021

Idaho Code § 67-8208(1) details items necessary in a CIP and the following project lists conform to the requirements.

- *Identification of all sources and levels of funding available to the governmental entity for the financing of the system improvements;*
- *A schedule setting forth estimated dates for commencing and completing construction of all improvements identified in the capital improvements plan.*

IDIFA requires that the CIP be updated regularly, at least once every five years (Idaho Code § 67-8208(2)). This report projects revenue and fees based on a forecast up to ten years (five years for police system improvements, six years for transportation improvements, and ten years for the others) in an effort to provide the public and elected officials with illustrative guidance of probable growth demands based on current trends however, per Idaho Code, it is expected that an update to all Capital Improvements Plans included in this study will occur within five years.

A summary of the impact fee related system improvements for each infrastructure category included in the CIP is provided below. Additionally, the City of Idaho Falls prepared a comprehensive schedule of infrastructure improvements that are not eligible for funding by impact fees, such as replacement of existing capital improvements.

PARKS & RECREATION SYSTEM IMPROVEMENTS

To serve projected growth at current levels of service for the next ten years the City will need to provide approximately 85 community park acres, 30 community park amenities, and 3 civic park amenities. Listed in Figure 9 and Figure 10 is the ten-year CIP for park expansion. The Parks & Recreation Department has prepared a long-range 23-Year CIP, but only the first ten years are included in this analysis. The long-range plan can be shared when requested. The planned, ten-year system improvements meet and slightly exceed the growth-related needs to continue providing the current level of service. Impact fees are calculated and collected only at the current level of service. Accordingly, the City will use other revenues to fully fund the projects or delay the projects for when impact fee revenues are available.

The CIP includes a neighborhood park expansion project which was being collected for in the previous impact fee study. The City is moving to remove neighborhood parks from its impact fee collection but can provide funding for the project with previously collected impact fees.

Similarly, the CIP includes a couple of indoor recreation center projects which were being collected for in the previous impact fee study. The City is moving to remove recreation facilities from its impact fee collection but can fund a project with the previously collected impact fees.

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The CIP will be reviewed annually to ensure the project list reflects growth trends and, at City Council discretion, the CIP can be revised. Through the impact fee adoption, the City is committing to continue the current level of service and City Council may replace projects on the list as long as it is consistent with the total expansion plan needed to accommodate future growth.

Figure 9. Parks & Recreation 10-Year Growth-Related System Improvements – Acres & Amenities

Idaho Falls Parks & Recreation Department 10-Year Growth-Related Capital Improvement Plan					
Project	Park Type	Fiscal Year	Estimated Cost	Acres	Amenities
Dedicate Meppen Park into the City's park system	Neighborhood	2026	$0	8	-
Install irrigation system in Meppen Park	Neighborhood	2026	$30,000	-	-
Water Slide at the Aquatic Center	Indoor Rec Center	2026	$450,000	-	1
Sandy Downs - Earthwork & Grading	Community	2027	$800,000	45	-
Sandy Downs - Run Utilities throughout the Park	Community	2027	$700,000	-	-
Sandy Downs - Irrigation system and water feature from canal	Community	2028	$700,000	-	1
Sandy Downs - Trees & landscaping	Community	2028	$600,000	-	5
Sandy Downs - Parking lots and roadways	Community	2029	$800,000	-	1
Sandy Downs - South side maintenance shop	Community	2029	$250,000	-	1
Heritage Park - Build heritage stops and water feature in park	Civic	2029	$132,000	-	2
Sandy Downs - Restroom and concession stand in clover	Community	2030	$400,000	-	2
Sandy Downs - 4 baseball/softball diamonds	Community	2030	$600,000	-	4
Sandy Downs - 5 sets of soccer goals and bleachers	Community	2030	$100,000	-	5
Sandy Downs - Install lighting on 4 baseball diamonds	Community	2031	$800,000	-	4
Sandy Downs - 4 pickleball courts	Community	2032	$200,000	-	4
Sandy Downs - Playground with ADA poured in place surfacing	Community	2032	$250,000	-	1
Sandy Downs - Install lighting on 6 soccer fields	Community	2032	$800,000	-	6
Sandy Downs - Perimeter Walking Path with benches, trees & a drinking fountain	Community	2033	$1,000,000	-	5
John's Hole - Irrigate, turf and landscape land across canal from marina	Civic	2033	$132,000	-	2
Northern Park - Purchase of Property	Community	2034	$1,000,000	50	-
Parks & Recreation Impact Fee Studies	-	'30,'35	$34,000	-	-
		Total	**$9,778,000**	**103**	**44**

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Figure 10. Parks & Recreation 10-Year Growth-Related System Improvements – Funding Projections

Idaho Falls Parks & Recreation Department 10-Year Growth-Related Capital Improvement Plan					
Project	Park Type	Fiscal Year	Estimated Cost	Proj. Impact Fee Revenue [1]	Other Revenues
Dedicate Meppen Park into the City's park system	Neighborhood	2026	$0	$0	$0
Install irrigation system in Meppen Park	Neighborhood	2026	$30,000	$30,000	$0
Water Slide at the Aquatic Center	Indoor Rec Center	2026	$450,000	$450,000	$0
Sandy Downs - Earthwork & Grading	Community	2027	$800,000	$800,000	$0
Sandy Downs - Run Utilities throughout the Park	Community	2027	$700,000	$700,000	$0
Sandy Downs - Irrigation system and water feature from canal	Community	2028	$700,000	$700,000	$0
Sandy Downs - Trees & landscaping	Community	2028	$600,000	$600,000	$0
Sandy Downs - Parking lots and roadways	Community	2029	$800,000	$800,000	$0
Sandy Downs - South side maintenance shop	Community	2029	$250,000	$250,000	$0
Heritage Park - Build heritage stops and water feature in park	Civic	2029	$132,000	$132,000	$0
Sandy Downs - Restroom and concession stand in clover	Community	2030	$400,000	$400,000	$0
Sandy Downs - 4 baseball/softball diamonds	Community	2030	$600,000	$600,000	$0
Sandy Downs - 5 sets of soccer goals and bleachers	Community	2030	$100,000	$100,000	$0
Sandy Downs - Install lighting on 4 baseball diamonds	Community	2031	$800,000	$800,000	$0
Sandy Downs - 4 pickleball courts	Community	2032	$200,000	$200,000	$0
Sandy Downs - Playground with ADA poured in place surfacing	Community	2032	$250,000	$250,000	$0
Sandy Downs - Install lighting on 6 soccer fields	Community	2032	$800,000	$800,000	$0
Sandy Downs - Perimeter Walking Path with benches, trees & a drinking fountain	Community	2033	$1,000,000	$1,000,000	$0
John's Hole - Irrigate, turf and landscape land across canal from marina	Civic	2033	$132,000	$59,000	$73,000
Northern Park - Purchase of Property	Community	2034	$1,000,000	$600,000	$400,000
Parks & Recreation Impact Fee Studies	-	'30,'35	$34,000	$34,000	$0
		Total	**$9,778,000**	**$9,305,000**	**$473,000**

[1] Impact fee revenue includes the previously collected, but not yet used fund balance

10-Year Parks & Recreation CIP Cost	**$9,778,000**
Projected 10-Year Impact Fee Revenue [1]	**$9,305,000**
Other Revenues	**$473,000**

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TRANSPORTATION SYSTEM IMPROVEMENTS

The transportation development impact fee is based on the incremental expansion approach which examines the current level of service and City's committed level of service of the arterial roadway network. To serve projected growth, the City has identified arterial expansion projects to be completed over the next six years Figure 11. Shown in the body of the report, the City's CIP commitment is approximately 80 percent of the growth-related need at current level of service. To ensure that future development is not assessed a fee which is greater than what will be provided, the impact fee is calculated based on the lower committed level of service.

Furthermore, there is a reduction in the impact fees to account for federal grants funding a portion of the CIP. This results in a gap in funding from impact fees, but those other revenues will fund the gap. Lastly, the funding arrangement for each project will be determined by City staff based on its impact fee eligibility portion and available grant funding.

The project list included in this report has been prepared based on the City's best guess on how and where development will occur throughout the city. The transportation CIP will be reviewed, at least, annually to ensure the project list reflects growth trends and, at City Council discretion, the CIP can be revised. Through the impact fee adoption, the City is committing to the 15.51 lane miles (if growth occurs as expected) over the next six years and City Council may replace projects on the list as long as it is consistent with the total expansion plan.

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Figure 11. Transportation 6-Year System Improvements

Transportation 6-Year Impact Fee Projects	Year	Lane Miles	Cost Estimate
Pancheri Dr & Utah Ave Right Turn Lane Improvements	2025	0.04	$50,000
Holmes Ave and 49th E Intersection (Federal Aid, Participation with County)	2025	0.15	$200,000
65th N and 5th E (Teton View Estates)	2025	0.40	$600,000
Utah Ave (Eagle Ridge)	2025	0.35	$500,000
Skyline Dr (Barnwood Estates)	2025	0.21	$300,000
Skyline Dr (Freeway Commercial Center)	2025	0.18	$275,000
S Holmes Ave (Southbridge)	2025	0.04	$75,000
33rd N (Maverik)	2025	0.27	$400,000
S Holmes (Taylorview Homes)	2025	0.04	$75,000
15th E from 49th S along Faraday Subdivision	2026	1.53	$1,600,000
33rd N (Recycle Road West & E of N 5th W Intersection)	2026	0.44	$650,000
15th E and 49th S Intersection	2027	0.61	$900,000
N 5th W Expansion from City Limits through W 33rd N	2027	1.19	$2,600,000
5th W Ridgewood Park to Bristol Heights	2028	0.25	$750,000
N 15th E from Yellowstone Hwy to E Iona Road	2028	1.42	$2,600,000
25th E from Watersprings to 49th S	2029	0.97	$1,925,000
N 5th W Expansion from W 33rd N to Pevero Drive (Consultant Design)	2029	2.56	$3,800,000
15th E from Elk Creek to Sunny Pine	2029	0.72	$1,100,000
15th E from Sunny Pine to 49th S	2030	1.53	$2,275,000
Holmes from Castlerock to 49th S	2030	1.19	$2,275,000
49th S from 25th E to Brookside	2030	0.42	$650,000
49th S from 15th E to Holmes Ave	2030	1.00	$1,500,000
	6-Year Total	**15.51**	**$25,100,000**

6-Year Transportation CIP Cost	**$25,100,000**
Projected 6-Year Impact Fee Revenue	**$15,864,600**
Other Revenues (including federal grants [25%])	**$9,235,400**

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POLICE SYSTEM IMPROVEMENTS

The police development impact fee is based on the expanded level of service from the new police station (and related debt payments) and the current level of service for police vehicles. The CIP covers the next five years. Since the police station is projected to reach capacity starting in 2032 the City will need to evaluate police facility needs beyond repayment of the COP in the following impact fee study in five years (2030). Furthermore, only a portion of the future debt service for the COP that was issued for the police station is considered impact fee eligible. Also, a credit included to ensure there is no double payment reduces the projected impact fee revenue for the COP payments. To serve the projected growth at current levels of service, the City will need to expand its fleet by 11 units over the next five years as well.

Figure 12. Police 5-Year Growth-Related System Improvements

Idaho Falls Police Department 5-Year Growth-Related Capital Improvement Plan						
Project	Year	Unit	Cost	Impact Fee Eligible	Proj. Impact Fee Revenue	Other Revenues
Police Station COP Debt Service	2026-2030	annual payments	$9,993,200	$3,306,643	$1,701,618	$8,291,583
Police Vehicle Additions to Fleet	2026-2030	11 units	$1,045,000	$1,045,000	$1,045,000	$0
Impact Fee Study Updates (2)	2030	-	$16,883	$16,883	$16,883	$0
		Total	**$11,055,083**	**$4,368,526**	**$2,763,500**	**$8,291,583**

5-Year Impact Fee Eligible Costs	**$4,368,526**
Projected 5-Year Impact Fee Revenue	**$2,763,500**
Other Revenues (including general funds for COP)	**$8,291,583**

FIRE/EMS CAPITAL SYSTEM IMPROVEMENTS

The fire/EMS development impact fee is based on the current level of service for facilities and apparatus. To serve the projected growth at current levels of service, the City will need to add approximately 9,000 square feet of facility space and 4 fleet units. Listed in Figure 13 are the system improvements for fire/EMS infrastructure identified by Idaho Falls. As noted in the figure, the projected impact fee revenue is anticipated to fund Fire Station #6, a portion of the Station #6 storage needs, the 4 additional fleet units, the training facility design plans, and future impact fee studies. However, a portion of the storage project and Fire Station #8 will not be able to be funded through impact fees over the next ten years. To fund these projects that go above and beyond the growth-related need at current level of service, the City will have to raise other revenues or delay the projects for when impact fee revenues are available.

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Figure 13. Fire/EMS 10-Year Growth-Related System Improvements

Idaho Falls Fire/EMS 10-Year Growth-Related Capital Improvement Plan						
Project	Year	Unit	Cost	Impact Fee Eligible	Proj. Impact Fee Revenue	Other Revenues
Fire Station #6 - Yellowstone & HWY26	2025	7,284 square feet	$2,950,000	$2,950,000	$2,950,000	$0
Station #6 Engine	2025	1 unit	$930,000	$930,000	$930,000	$0
Station #6 Ambulance	2025	1 unit	$265,338	$265,338	$265,338	$0
Station #6 Storage	2027	18,400 square feet	$2,000,000	$2,000,000	$834,000	$1,166,000
Training Facility Design & Engineering Study	2027	-	$80,000	$80,000	$80,000	$0
Fire Station #8 - TBD	2032	5,000-6,000 sq ft	$2,200,000	$2,200,000	$0	$2,200,000
Station #8 Engine	2032	1 unit	$930,000	$930,000	$930,000	$0
Station #8 Ambulance	2032	1 unit	$265,338	$265,338	$265,338	$0
Impact Fee Study Updates (2)	2030-2035	-	$33,765	$33,765	$33,765	$0
		Total	**$9,654,441**	**$9,654,441**	**$6,288,441**	**$3,366,000**

10-Year Impact Fee Eligible Costs	**$9,654,441**
Projected 10-Year Impact Fee Revenue	**$6,288,441**
Other Revenues	**$3,366,000**

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OTHER FUNDING SOURCES FOR SYSTEM IMPROVEMENTS

IDIFA requires the City to make a "commitment by the governmental entity to use other available sources of revenue to cure existing system deficiencies where practical." Idaho Code § 67-8208(1)(b). In addition, IDIFA requires local governments to consider: "The availability of other sources of funding system improvements including, but not limited to, user charges, general tax levies, intergovernmental transfers, and special taxation. The governmental entity shall develop a plan for alternative sources of revenue." Idaho Code § 67-8207(2)(h).

The following are other sources of revenue that were accounted for in the impact fee study:

- Third-party private contributions may be available to the City to build a new indoor recreation center. These contributions have the potential of fully funding the new facility, resulting indoor recreation centers being removed from future impact fee collection.
- Idaho Falls continues to pursue grants for transportation expansion projects. City staff estimate this accounts for 25 percent of their growth-related CIP. As a result, a credit is included in the transportation impact fee to account for the additional revenue.
- The City issued a Certificate of Participation (COP) to fund the police station expansion project. Future impact fees will fund the growth-related share of the annual debt service payments. While general fund revenue will fund the remaining share. Conservatively, a credit is included in the impact fee analysis to account for future residents' portion of the COP payments.
- Lastly, the City of Idaho Falls has existing balances in its impact fee funds. These funds will be used in the future to fund the City's CIPs. To ensure that the impact fees are only capturing the unfunded cost burden to the City's budget, a credit is included to account for these revenue sources. Further details can be found in the body of the report.

Funding sources are also discussed under the "Funding Sources" and "Impact Fee Credit Analysis" subheadings within each of the "Impact Fee Analysis" chapters.

Idaho Falls has committed to using these and other available funding sources to cure existing system deficiencies.

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PARKS & RECREATION - IMPACT FEE ANALYSIS

The Parks & Recreation development impact fee is based on the cost per service unit method specified in Idaho Code § 67-8204(16), also referred to as the incremental expansion method elsewhere in this report. Parks & Recreation capital improvements are allocated 100 percent to residential development. In other words, retail, office, industrial, and institutional developments are not deemed to increase the need for parks and recreation system improvements.

The parks & recreation infrastructure components included in the impact fee analysis are:

- Community parks – land and amenities
- Civic parks – amenities
- Share of the development impact fee

Notably, the City is moving to remove "neighborhood parks"" from its impact fee collection. This is consistent with their focuses on community and civic parks. Additionally, the operating cost to maintain future small, scale neighborhood parks was considered by the City when making this decision.

Similarly, the updated impact fee program removes "indoor recreation centers" from the collection. In the future, third-party private contributions may be available to the City to build a new indoor recreation center. These contributions have the potential of fully funding the new facility, negating the need for additional impact fee revenue.

PARKS & RECREATION FUNDING SOURCES

The City has studied various ways of providing the funding for Parks & Recreation facilities. The sources of revenue for Parks & Recreation are General Fund revenues, grants, or impact fees. In comparing an equitable allocation to the costs borne in the past and to be borne in the future, in comparison to the benefits already received and yet to be received, the City has determined that impact fees are the most equitable way of financing the growth-related Parks & Recreation facilities.

IDIFA requires that local governments must consider available and alternative sources of funding for system improvements. Idaho Code §§ 67-8207(2)(h) and 67-8208(1)(b). Currently, there is an existing fund balance in the Parks & Recreation Development Impact Fee Fund which will be used towards the funding of system improvements. To ensure that the impact fees are only capturing the cost burden to the City's budget, a credit is included to account for these revenue sources. Further details can be found below in this chapter. Evidence is given in this chapter that the projected capital costs from new development will be entirely offset by the development impact fees. Thus, no general tax dollars are assumed to be used to fund growth-related capital costs, requiring no further revenue credits.

In accordance with Idaho Code § 67-8207(2)(h), if any maintenance or repair is required, these costs will need to be funded by other sources, such as property taxes, because replacement and addressing existing deficiencies are not eligible to be funded with impact fees. The City Council retains discretion and

authority to fund deficiencies through the City's annual CIP budget process, accumulate savings annually, or through the deferred maintenance budget annually appropriated to the Parks & Recreation Department for these sorts of expenses.

EXISTING PARKS & RECREATION FACILITY DEFICIENCY ANALYSIS

Idaho Code § 67-8208 (1)(a) requires a CIP to include:

> *A general description of all existing public facilities and their existing deficiencies within the service area or areas of the governmental entity and a reasonable estimate of all costs and a plan to develop the funding resources related to curing the existing deficiencies including, but not limited to, the upgrading, updating, improving, expanding or replacing of such facilities to meet existing needs and usage;*

In the following chapter the current level of service for Parks & Recreation infrastructure is examined. The resulting impact fee is calculated based on the levels of service the City of Idaho Falls is providing to the existing demand. As a result, there is no existing deficiency between the level of service being provided to current residents and the level of service that is being assessed in the impact fee. Thus, no other revenues are required to address facility deficiencies.

PARKS SERVICE AREA

The City's previous and future capital planning and service levels for parks and recreation services are evaluated at a citywide basis. Additionally, the projects in the CIP provide a benefit to all future residents throughout the City. Thus, the service area for the Parks & Recreation CIP and resulting impact fees is one citywide area.

PARKS & RECREATION SERVICE UNITS

The service units for the Parks & Recreation development impact fee are the persons per housing unit (PPHU) for residential development by the square footage of the dwelling unit. Figure 14 lists the PPHU factors for the size groupings included in the impact fee study. Details on the PPHU factors can be found in the Appendix C. Demographic Assumptions. The determined consumption of system improvement by land use are found by comparing the persons per housing unit and system improvement levels of service calculated in the following section.

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Figure 14. Parks & Rec Ratio of Service Units and System Improvement Consumption by Land Use

	Parks & Recreation			
Housing Size (dwelling sq. ft.)	Persons per Housing Unit	Community Park Acres	Community Park Amenities	Civic Park Amenities
Under 1,000	0.99	0.0057	0.0020	0.0002
1,000 to 1,499	1.51	0.0087	0.0031	0.0003
1,500 to 1,999	2.05	0.0118	0.0042	0.0004
2,000 to 2,499	2.44	0.0140	0.0050	0.0005
2,500 to 2,999	2.76	0.0158	0.0057	0.0006
3,000 to 3,499	3.03	0.0174	0.0062	0.0006
3,500 to 3,999	3.25	0.0187	0.0067	0.0007
4,000 to 4,499	3.45	0.0198	0.0071	0.0007
4,500 to 4,999	3.63	0.0208	0.0075	0.0007
5,000 or More	3.78	0.0217	0.0078	0.0008

	Parks & Recreation			
Development Type (per 1,000 sq. ft.)	Service Units	Community Park Acres	Community Park Amenities	Civic Park Amenities
Retail	n/a	n/a	n/a	n/a
Office/Service	n/a	n/a	n/a	n/a
Industrial	n/a	n/a	n/a	n/a
Institutional	n/a	n/a	n/a	n/a

The CIP and associated impact fees address only the impacts of new development structure. Based on the Idaho Falls land use assumptions, no new agricultural uses will be allowed within the service area. Thus, there is no need to evaluate the cost of providing capital improvements to serve new agricultural land. Additionally, residential or nonresidential structures built on existing agricultural land will be assessed based on the appropriate development type in the fee schedule. For those reasons, agriculture has been excluded from the table.

PARKS & RECREATION LEVEL OF SERVICE AND COST ANALYSIS

Idaho Code § 67-8208(1)(c) requires a CIP to include:

> *An analysis of the total capacity, the level of current usage, and commitments for usage of capacity of existing capital improvements, which shall be prepared by a qualified professional planner or by a qualified engineer licensed to perform engineering services in this state.*

The following section details the level of service calculations and capital cost per person for each infrastructure category.

COMMUNITY PARKS

Listed in Figure 15, there are a total of 389.8 acres and 143 park amenities within the community parks. With a population of 69,538 the level of service is found to be 5.74 acres per 1,000 persons (389.8 acres / 69,538 residents = 5.74 acres per 1,000 persons) and 2.06 amenities per 1,000 persons. The level of service

is combined with anticipated cost to purchase and improve community park land and average cost of existing park amenities to find the capital cost per person. As a result, the capital cost per person is $344 for community park land (5.74 acres per 1,000 persons x $60,000 per acre = $344 per person, rounded) and $233 per person for community park amenities.

Figure 15. Parks Level of Service & Cost Analysis – Community Parks

Community Parks	Acres	Park Amenities	Park Amenities Value [1]
Central Park	8.1	5	$885,092
Civitan Park	3.0	5	$599,796
Community Park	30.3	10	$1,598,684
Compass Academy Skate Park	0.5	1	$200,000
Esquire Acres Park	10.4	7	$643,796
Freeman Park	60.8	10	$1,135,592
Highland Park and Melaleuca	4.3	5	$599,796
Lincoln Park	6.4	8	$1,036,092
North Tourist Park	2.1	3	$252,500
Reinhart Park	9.3	5	$599,796
Rollandet Park	8.4	6	$1,201,388
Ryder Park	39.5	5	$295,500
Snake River Animal Park	2.5	4	$214,500
Soccer Complex - Old Butte	85.8	18	$883,500
South Tourist Park	9.7	3	$352,500
Sugar Mill Substation Park	7.6	5	$760,092
Sunnyside Park	20.4	16	$1,747,388
Taupthaus Park	76.1	17	$2,400,684
Tennis Courts IFHS	0.5	4	$240,000
Tennis Courts SHHS	0.5	4	$240,000
Troy Ave Storm Pond	12.8	2	$318,796
Total	398.8	143	$16,205,492

Level-of-Service Standards	**Land**	**Amenities**
Residential Share	100%	100%
Share of Acreage and Improvements	398.8	143
2025 Population	69,538	69,538
Acres/Improvements per 1,000 Persons	**5.74**	**2.06**

Cost Analysis	**Land**	**Amenities**
Acres/Improvements per 1,000 Persons	5.74	2.06
Average Cost per Acre/Improvement [2]	$60,000	$113,000
Capital Cost Per Person	**$344**	**$233**

[1] Source: City of Idaho Falls Parks & Recreation

[2] Source: Based on available information regarding land costs in Idaho Falls, City staff anticipates future park land to cost $30,000 per acre plus an additional $30,000 per acre to prepare the land for amenities.

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CIVIC PARKS

Listed in Figure 16, there are a total of 14 park amenities within the civic parks. With a population of 69,538 the level of service is found to be 0.20 amenities per 1,000 persons. The level of service is combined with the average cost of existing park amenities to find the capital cost per person. As a result, the capital cost per person is $13 per person for civic park amenities.

Figure 16. Parks Level of Service & Cost Analysis – Civic Parks

Civic Parks	Acres	Park Amenities	Park Amenities Value [1]
Capital Park-South	5.2	4	$283,500
Civitan Plaza	0.1	1	$2,500
Eagle Rock Plaza	0.5	3	$183,500
River Walk Eastside	10.4	2	$152,500
River Walk Westside	11.8	2	$152,500
Rock Garden @ Taylor Crossing (Spring Hills)	0.8	2	$152,500
Total	28.7	14	$927,000

Level-of-Service Standards	Amenities
Residential Share	100%
Share of Acreage and Improvements	14
2025 Population	69,538
Acres/Improvements per 1,000 Persons	**0.20**

Cost Analysis	Amenities
Acres/Improvements per 1,000 Persons	0.20
Average Cost per Acre/Improvement [1]	$66,000
Capital Cost Per Person	**$13**

[1] Source: City of Idaho Falls Parks & Recreation

SHARE OF THE DEVELOPMENT IMPACT FEE STUDY

In accordance with IDIFA (Idaho Code § 67-8208(1)), Idaho Falls is authorized to recover the cost of the impact fee study through the collection of future impact fees. The cost of the Parks & Recreation portion of the study is $16,883. An impact fee study must be completed every five years, so the attributed cost is compared to the five-year projected increase in population. As a result, the cost per person is $2.

Figure 17. Parks Share of the Development Impact Fee Study

Impact Fee Study Park Portion	5-Year Population Increase	Cost per Person
$16,883	7,424	**$2**

PARKS & RECREATION CAPITAL IMPROVEMENTS NEEDED TO SERVE GROWTH

Idaho Code §§ 67-8208(1)(f) to (h) requires a CIP to include:

- *A description of all system improvements and their costs necessitated by and attributable to new development in the service area based on the approved land use assumptions, to provide a level of service not to exceed the level of service adopted in the development impact fee ordinance;*
- *The total number of service units necessitated by and attributable to new development within the service area based on the approved land use assumptions and calculated in accordance with generally accepted engineering or planning criteria;*
- *The projected demand for system improvements required by new service units projected over a reasonable period of time not to exceed twenty (20) years;*

Needs due to future growth were calculated using the levels of service and cost factors for the infrastructure components. Growth-related needs are a projection of the infrastructure and estimated costs over a specified period needed to maintain levels of service for expected unit increases.

The current levels of service per 1,000 persons for each park infrastructure category are combined with the population projections to illustrate the need for new park infrastructure. Shown in Figure 18, over the next ten years are the needs for 85.2 new community park acres, 30.6 community park amenities, and 2.9 civic park amenities, totaling $8.7 million. Each category is the product of projected need and average cost per unit type discussed in the levels of service section above.

Figure 18. Projected Demand for Park Infrastructure

Level of Service and Cost Factors					
Community Park LOS	5.74	acres	2.06	improvements	per 1,000 persons
Civic Park LOS	-		0.20	improvements	per 1,000 persons

Community Park Costs	$60,000	per acre	$113,000	per amenity
Civic Park Costs	-		$66,000	per amenity

Year		Population	Community Park Acres	Community Park Amenities	Civic Park Amenities
Base	2025	69,538	399.1	143.2	13.9
Year 1	2026	71,022	407.6	146.3	14.2
Year 2	2027	72,507	416.1	149.3	14.5
Year 3	2028	73,992	424.7	152.4	14.7
Year 4	2029	75,477	433.2	155.4	15.0
Year 5	2030	76,962	441.7	158.5	15.3
Year 6	2031	78,446	450.2	161.5	15.6
Year 7	2032	79,931	458.8	164.6	15.9
Year 8	2033	81,416	467.3	167.7	16.2
Year 9	2034	82,901	475.8	170.7	16.5
Year 10	2035	84,386	484.3	173.8	16.8
Ten-Year Increase		14,848	85.2	30.6	2.9
Growth Related Costs			$5,112,000	$3,457,800	$191,400

Total Parks & Recreation Ten-Year Growth-Related Cost **$8,761,200**

PARKS & RECREATION SYSTEM IMPROVEMENTS

The Parks & Recreation development impact fee is based on the existing level of service provided for community and civic parks. The development impact fee is calculated for residential development. To serve projected growth at current levels of service for the next ten years the City will need to provide approximately 85 community park acres, 30 community park amenities, and 3 civic park amenities.

Listed in Figure 19 and Figure 20 are the ten-year system improvements for park expansion. The Parks & Recreation Department has prepared a long-range 23-year plan of system improvements, but only the first ten years are included in this CIP analysis. The long-range plan can be shared when requested.

The ten-year system improvements meet and slightly exceed the growth-related needs to continue providing the current level of service. Impact fees are calculated and collected at the current level of service. Accordingly, the City will use other revenues to fully fund the projects or delay the projects for when impact fee revenues are available. This gap in funding is reflected in the "other revenues" column displayed in Figure 20.

The 2021 CIP included a neighborhood park expansion project which was being collected for in the previous impact fee study. The City is moving to remove neighborhood parks from its impact fee collection but can provide funding for the project with previously collected impact fees.

Similarly, the 2021 CIP included a couple of indoor recreation center projects which were being collected for in the previous impact fee study. The City is moving to remove recreation facilities from its impact fee collection but can fund a project with the previously collected impact fees.

The 2025 CIP will be reviewed annually to ensure the project list reflects growth trends and, at City Council discretion, the CIP can be revised. Through the impact fee adoption, the City is committing to continue the current level of service and City Council may replace projects on the list as long as it is consistent with the total expansion plan needed to accommodate future growth.

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Figure 19. Parks & Recreation 10-Year Growth-Related System Improvements – Acres and Amenities

Idaho Falls Parks & Recreation Department 10-Year Growth-Related Capital Improvement Plan					
Project	Park Type	Fiscal Year	Estimated Cost	Acres	Amenities
Dedicate Meppen Park into the City's park system	Neighborhood	2026	$0	8	-
Install irrigation system in Meppen Park	Neighborhood	2026	$30,000	-	-
Water Slide at the Aquatic Center	Indoor Rec Center	2026	$450,000	-	1
Sandy Downs - Earthwork & Grading	Community	2027	$800,000	45	-
Sandy Downs - Run Utilities throughout the Park	Community	2027	$700,000	-	-
Sandy Downs - Irrigation system and water feature from canal	Community	2028	$700,000	-	1
Sandy Downs - Trees & landscaping	Community	2028	$600,000	-	5
Sandy Downs - Parking lots and roadways	Community	2029	$800,000	-	1
Sandy Downs - South side maintenance shop	Community	2029	$250,000	-	1
Heritage Park - Build heritage stops and water feature in park	Civic	2029	$132,000	-	2
Sandy Downs - Restroom and concession stand in clover	Community	2030	$400,000	-	2
Sandy Downs - 4 baseball/softball diamonds	Community	2030	$600,000	-	4
Sandy Downs - 5 sets of soccer goals and bleachers	Community	2030	$100,000	-	5
Sandy Downs - Install lighting on 4 baseball diamonds	Community	2031	$800,000	-	4
Sandy Downs - 4 pickleball courts	Community	2032	$200,000	-	4
Sandy Downs - Playground with ADA poured in place surfacing	Community	2032	$250,000	-	1
Sandy Downs - Install lighting on 6 soccer fields	Community	2032	$800,000	-	6
Sandy Downs - Perimeter Walking Path with benches, trees & a drinking fountain	Community	2033	$1,000,000	-	5
John's Hole - Irrigate, turf and landscape land across canal from marina	Civic	2033	$132,000	-	2
Northern Park - Purchase of Property	Community	2034	$1,000,000	50	-
Parks & Recreation Impact Fee Studies	-	'30,'35	$34,000	-	-
		Total	**$9,778,000**	**103**	**44**

[1] Impact fee revenue includes the previously collected, but not yet used fund balance

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Figure 20. Parks & Recreation 10-Year Growth-Related System Improvements – Funding Projections

Idaho Falls Parks & Recreation Department 10-Year Growth-Related Capital Improvement Plan					
Project	Park Type	Fiscal Year	Estimated Cost	Proj. Impact Fee Revenue [1]	Other Revenues
Dedicate Meppen Park into the City's park system	Neighborhood	2026	$0	$0	$0
Install irrigation system in Meppen Park	Neighborhood	2026	$30,000	$30,000	$0
Water Slide at the Aquatic Center	Indoor Rec Center	2026	$450,000	$450,000	$0
Sandy Downs - Earthwork & Grading	Community	2027	$800,000	$800,000	$0
Sandy Downs - Run Utilities throughout the Park	Community	2027	$700,000	$700,000	$0
Sandy Downs - Irrigation system and water feature from canal	Community	2028	$700,000	$700,000	$0
Sandy Downs - Trees & landscaping	Community	2028	$600,000	$600,000	$0
Sandy Downs - Parking lots and roadways	Community	2029	$800,000	$800,000	$0
Sandy Downs - South side maintenance shop	Community	2029	$250,000	$250,000	$0
Heritage Park - Build heritage stops and water feature in park	Civic	2029	$132,000	$132,000	$0
Sandy Downs - Restroom and concession stand in clover	Community	2030	$400,000	$400,000	$0
Sandy Downs - 4 baseball/softball diamonds	Community	2030	$600,000	$600,000	$0
Sandy Downs - 5 sets of soccer goals and bleachers	Community	2030	$100,000	$100,000	$0
Sandy Downs - Install lighting on 4 baseball diamonds	Community	2031	$800,000	$800,000	$0
Sandy Downs - 4 pickleball courts	Community	2032	$200,000	$200,000	$0
Sandy Downs - Playground with ADA poured in place surfacing	Community	2032	$250,000	$250,000	$0
Sandy Downs - Install lighting on 6 soccer fields	Community	2032	$800,000	$800,000	$0
Sandy Downs - Perimeter Walking Path with benches, trees & a drinking fountain	Community	2033	$1,000,000	$1,000,000	$0
John's Hole - Irrigate, turf and landscape land across canal from marina	Civic	2033	$132,000	$59,000	$73,000
Northern Park - Purchase of Property	Community	2034	$1,000,000	$600,000	$400,000
Parks & Recreation Impact Fee Studies	-	'30,'35	$34,000	$34,000	$0
		Total	**$9,778,000**	**$9,305,000**	**$473,000**

[1] Impact fee revenue includes the previously collected, but not yet used fund balance

10-Year Parks & Recreation CIP Cost	**$9,778,000**
Projected 10-Year Impact Fee Revenue [1]	**$9,305,000**
Other Revenues	**$473,000**

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PARKS & RECREATION IMPACT FEE CREDIT ANALYSIS

Idaho Code §§ 67-8207(2)(h) and 67-8208(1)(b) required that impact fee calculations examine and account for funding of system improvements with non-impact fee revenue including:

> *The availability of other sources of funding system improvements including, but not limited to, user charges, general tax levies, intergovernmental transfers, and special taxation. The governmental entity shall develop a plan for alternative sources of revenue.*

Currently, there is $1.55 million in the City's Parks & Recreation Impact Fee Fund for future projects in the CIP. As mentioned above, there is $30,000 earmarked for a neighborhood park project and $450,000 for an indoor recreation center project. Reducing the fund balance by the project costs results in $1.1 million as available park impact fee revenue.

Additionally, the CIP totals $9.3 million for community and civic park expansion. The remaining fund balance accounts for 11.5 percent of the growth-related CIP. To ensure that future impact fees are only capturing the growth-related costs to the City's budget, the balance's percentage of the CIP is applied as a credit.

Figure 21. Parks & Recreation Existing Impact Fee Fund Balance Credit

Idaho Falls Parks & Recreation Department	
Existing Impact Fee Fund Balance	$1,548,137
Earnmarked for Neighborhood Park CIP	$30,000
Earnmarked for Indoor Rec Center Designs	$450,000
Available Fund Balance	**$1,068,137**

Available Fund Balance	$1,068,137
10-Year Park Capital Improvement Plan	$9,298,000
Balance % of CIP Cost	**11.5%**

Besides the existing impact fee fund balance there are no other dedicated revenues for the parks & recreation growth-related CIP including previously issued bonds to fund infrastructure expansion. In this case, no other revenue credit is needed.

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PARKS & RECREATION INPUT VARIABLES AND DEVELOPMENT IMPACT FEES

Figure 22 provides a summary of the input variables (described in the chapter sections above) used to calculate the net cost per person including the credit for the existing fund balance resulting in a net cost per person of $523 ($304 per person for land + $219 per person for amenities = $523 per person). The lower section of the figure is the conversion table for the Parks & Recreation impact fee which is the product of persons per housing unit multiplied by the total net cost per person. Fees are based on the persons per housing unit based on the square footage of the dwelling unit. For example, a 2,100 square foot home would be assessed $1,276 per unit ($523 per person x 2.44 persons per housing unit = $1,276 per unit).

The fees represent the highest supportable amount for each type of applicable land use and represent new growth's fair share of the cost for capital facilities. The City may adopt fees that are less than the amounts shown. However, a reduction in impact fee revenue will necessitate an increase in other revenues, a decrease in planned capital expenditures, and/or a decrease in levels of service.

Figure 22. Parks & Recreation Conversion Table & Maximum Supportable Impact Fees

Fee Component	Land Cost per Person	Park Amenity Cost per Person	
Community Parks	$344	$233	
Civic Parks	-	$13	***Total per***
Impact Fee Study	-	$2	***Person***
Gross Total	**$344**	**$248**	***$592***
Credit for Fund Balance (11.5%)	**($40)**	**($29)**	***($69)***
Net Total	**$304**	**$219**	***$523***

Residential Conversion Table

Housing Size (dwelling sq. ft.)	Net Total Cost per Person	Persons per Housing Unit	Maximum Supportable Fee	Current Fee [1]	Change
Residential (per housing unit by square footage)					
Under 1,000	$523	0.99	**$518**	$962	($444)
1,000 to 1,499	$523	1.51	**$790**	$1,391	($601)
1,500 to 1,999	$523	2.05	**$1,072**	$1,391	($319)
2,000 to 2,499	$523	2.44	**$1,276**	$1,391	($115)
2,500 to 2,999	$523	2.76	**$1,443**	$1,391	$53
3,000 to 3,499	$523	3.03	**$1,585**	$1,391	$195
3,500 to 3,999	$523	3.25	**$1,700**	$1,391	$310
4,000 to 4,499	$523	3.45	**$1,804**	$1,391	$414
4,500 to 4,999	$523	3.63	**$1,898**	$1,391	$508
5,000 or More	$523	3.78	**$1,977**	$1,391	$587

[1] Noted that the current fee listed for housing units less than 1,000 square feet is for multifamily development

CASH FLOW PROJECTIONS FOR PARKS & RECREATION MAXIMUM SUPPORTABLE IMPACT FEE

This section summarizes the potential cash flow to the City of Idaho Falls if the Parks & Recreation development impact fee is implemented at the maximum supportable amounts. The cash flow projections are based on the assumptions detailed in this chapter and the development projections discussed in Appendix C. Demographic Assumptions. Since the residential fee schedule structure has been adjusted to account for square footage, the fee amounts used in the revenue projections are based on PPHU averages for single family and multifamily units in Idaho Falls.

At the top of Figure 23 are the growth-related cost by infrastructure type over the next ten years to continue the existing level of service, totaling $8.8 million. Shown at the bottom of the figure, the maximum supportable Parks & Recreation impact fee is estimated to cover 88 percent of growth-related capital costs. The gap in funding is the result of the credit due to existing impact fee monies already collected. Under the incremental expansion approach fee revenue will match the growth-related needs over the next ten years. In the case that growth is slower than projected development, revenue collection will be lower but so will the growth-related need to expand infrastructure.

Figure 23. Projected Revenue for Parks & Recreation Maximum Supportable Impact Fee

Infrastructure Costs for Park Facilities

	Total Cost	Growth Cost
Community Parks	$8,569,800	$8,569,800
Civic Parks	$191,400	$191,400
Impact Fee Study	$33,765	$33,765
Total Expenditures	**$8,794,965**	**$8,794,965**

Projected Development Impact Fee Revenue

		Single Family $1,443 per unit	Multifamily $968 per unit
Year		**Housing Units**	**Housing Units**
Base	2025	20,340	8,315
Year 1	2026	20,699	8,582
Year 2	2027	21,058	8,849
Year 3	2028	21,417	9,116
Year 4	2029	21,776	9,383
Year 5	2030	22,135	9,650
Year 6	2031	22,494	9,917
Year 7	2032	22,853	10,184
Year 8	2033	23,212	10,451
Year 9	2034	23,571	10,718
Year 10	2035	23,930	10,985
Ten-Year Increase		3,590	2,670
Projected Revenue		$5,180,370	$2,584,560
		Projected Revenue	**$7,765,000**
		Total Expenditures	**$8,795,000**
		Non-Impact Fee Funding	**$1,030,000**

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TRANSPORTATION - IMPACT FEE ANALYSIS

The City of Idaho Falls Transportation impact fees are calculated using an incremental expansion approach for major and minor arterial growth-related expansion projects. The incremental expansion methodology documents the current level of service provided to development and serves to maintain this as new development occurs.

The transportation system in the City of Idaho Falls includes roads, streets, arterials, and collectors in addition to multimodal pathways and bike lanes. Reasonably allocating the cost of transportation system improvements requires consideration of several transportation planning challenges. Because street networks are "open" systems, newly expanded capacity can be readily absorbed by driver adaptations. For example, drivers may change their route of travel, departure times and even mode (i.e., automobile, bicycle, walking, or transit) to take advantage of street improvements.

Vehicular travel within a jurisdiction requires a system of controlled access streets, major and minor arterials, collectors, major access roads, and local streets. However, streets development impact fees typically are based on a subset of the system reflecting streets to be funded in whole or part by the locality as opposed to other sources (e.g., federal, state, private) as well as other considerations discussed below.

To clarify the question of who pays for what for transportation improvements, it is useful to distinguish between project-level improvements and system improvements (i.e., infrastructure that benefits multiple development projects and typically located offsite). The need for project-level improvements may be addressed through development exactions that remain roughly proportional to the specific project. Project-level improvements are typically specified in a development agreement or similar instrument and should be distinguished from the need for system improvements, determined by adopted standards. Because system improvements are larger and more costly, they typically require funding from multiple development projects and/or broad-based revenues. Thus, only future growth-related capital costs for arterial roadway improvements are included in the development impact fee analysis.

TRANSPORTATION FUNDING SOURCES

The City has studied various ways of providing the funding for arterial network expansion. The sources of revenue for expansion projects are General Fund revenues, grants, or impact fees. In comparing an equitable allocation to the costs borne in the past and to be borne in the future, in comparison to the benefits already received and yet to be received, the City has determined that impact fees are the most equitable way of financing the growth-related arterial network.

IDIFA requires that local governments must consider available and alternative sources of funding for system improvements. Idaho Code §§ 67-8207(2)(h) and 67-8208(1)(b). Currently, there is an existing fund balance in the Transportation Development Impact Fee Fund which will be used towards the funding of system improvements. To ensure that the impact fees are only capturing the cost burden to the City's budget, a credit is included to account for these revenue sources. Further details can be found below in this chapter. Furthermore, the City pursues federal grants for expansion projects. Although difficult to

precisely project future federal grants, the City estimates that 25 percent of arterial projects will be funded by grants. An additional credit is included in the analysis to account for this revenue. Evidence is given in this chapter that the remaining projected capital costs from new development will be entirely offset by the development impact fees. Thus, no general tax dollars are assumed to be used to fund growth-related capital costs, requiring no further revenue credits.

In accordance with Idaho Code § 67-8207(2)(h), if any maintenance or repair is required, these costs will need to be funded by other sources, such as property taxes, because replacement and addressing existing deficiencies are not eligible to be funded with impact fees. The City Council retains discretion and authority to fund deficiencies through the City's annual CIP budget process, accumulate savings annually, or through the deferred maintenance budget annually appropriated to departments for these sorts of expenses.

EXISTING ARTERIAL TRANSPORTATION NETWORK DEFICIENCY ANALYSIS

Idaho Code § 67-8208 (1)(a) requires a CIP to include:

> *A general description of all existing public facilities and their existing deficiencies within the service area or areas of the governmental entity and a reasonable estimate of all costs and a plan to develop the funding resources related to curing the existing deficiencies including, but not limited to, the upgrading, updating, improving, expanding or replacing of such facilities to meet existing needs and usage;*

In the following chapter the growth-related CIP for arterial infrastructure is examined. The resulting impact fee is calculated based on the levels of service the City of Idaho Falls is committed to the existing demand. As a result, there is no existing deficiency between the level of service being provided to current demand and the level of service that is being assessed in the impact fee. Thus, no other revenues are required to address facility deficiencies.

TRANSPORTATION SERVICE AREA

The City's previous and future capital planning and service levels for the arterial roadway network is evaluated at a citywide basis. Additionally, the projects in the CIP provide a benefit to all future residents and business throughout the City. Thus, the service area for the Transportation CIP and resulting impact fees is one citywide area.

ARTERIAL NETWORK LEVEL OF SERVICE ANALYSIS

Idaho Code § 67-8208(1)(c) requires a CIP to include:

> *An analysis of the total capacity, the level of current usage, and commitments for usage of capacity of existing capital improvements, which shall be prepared by a qualified professional planner or by a qualified engineer licensed to perform engineering services in this state.*

Transportation impact fees are based on established daily per-lane capacities for each classification of roadways. The daily per-lane capacity of arterials in Idaho Falls was established to be 6,200. Furthermore, there are 176.8 lane miles of major and minor arterial roadways maintained by Idaho Falls. As a result, there is a total network capacity of 1,096,160 vehicle miles of capacity (VMC) (6,200 vehicle trips of capacity x 176.8 lane miles = 1,096,160 VMC).

Furthermore, detailed later in this chapter, there are 964,621 vehicle miles of travel (VMT) from existing demand in Idaho Falls. The level of service for the arterial network is found by comparing the current volume by the current capacity. As a result, there is a Volume/Capacity Ratio of 0.880 (964,621 VMT / 1,096,160 VMC = 0.880 V/C).

Figure 24. Idaho Falls Current Arterial Network Level of Service

Idaho Falls Arterial Level of Service	
Current Major & Minor Arterial Lane Miles	176.8
Capacity per Lane Mile	6,200
Arterial Network Capacity	**1,096,160**

Arterial Vehicle Miles of Travel	964,621
Arterial Network Capacity	1,096,160
LOS: Volume to Capacity Ratio	**0.880**

TRANSPORTATION SERVICE UNITS

The service units for Idaho Falls transportation impact fees are daily vehicle miles of travel (VMT). VMT is similar to vehicle trip generation, but VMT also includes the distance of the trip. Thus, quantifying demand on the arterial road network in distance per day.

To begin calculating VMT by land use, Figure 25 lists the vehicle trip rates the Institute for Transportation Engineers' land use code, daily vehicle trip end rate, and trip adjustment factor for each land use. Appendix C. Demographic Assumptions provides details regarding the vehicle trip factors.

Figure 25. Daily Vehicle Trip Factors

Land Use	ITE Codes	Daily Vehicle Trip Ends	Trip Adj. Factor	Daily Vehicle Trips
Residential (per housing unit)				
Single Family	210	10.50	58%	6.09
Multifamily	220	4.90	58%	2.84
Nonresidential (per 1,000 square feet)				
Retail	820	37.01	38%	14.06
Office	710	10.84	50%	5.42
Industrial	110	4.87	50%	2.44
Institutional	610	10.77	50%	5.39

Source: Institute of Transportation Engineers, *Trip Generation* , 11th Edition (2021); National Household Travel Survey, 2022

Average Vehicle Trip Length

Currently, there are 176.8 lane miles of major and minor arterials maintained by the City of Idaho Falls. Detailed above, the arterial network has volume to capacity ratio of 0.880, which represents the current level of service. This in turn results in the capacity of each lane miles being adjusted from 6,200 vehicle trips per day to 5,456 (6,200 vehicle trips x 0.88 volume/capacity ratio = 5,456 vehicle trips per day). As a result, there are 964,621 VMT on arterials in Idaho Falls (176.8 lane miles x 5,456 daily vehicle trips per lane = 964,621 vehicle miles of travel). Additionally, there are 306,821 vehicle trips. By comparing the VMT to the vehicle trips the average trip length is found, 3.14 miles (964,621 VMT / 306,821 vehicle trips = 3.14 miles per trip).

Figure 26. Average Vehicle Trip Length

Road Classification	Lane Miles	Capacity Standard per Lane	LOS V/C 0.88	Base Year VMT
Major & Minor Arterials	176.8	6,200	5,456	964,621

Base Year VMT	964,621
Base Year Vehicle Trips	306,821
Average Trip Length	**3.14**

Trip Length Weighting Factor by Type of Land Use

The Transportation Development Impact Fee methodology includes a percentage adjustment, or weighting factor, to account for trip length variation by type of land use. As documented in the 2022 National Household Travel Survey, vehicle trips from residential development are approximately 117 percent of the average trip length. The residential trip length adjustment factor includes data on home-based work trips, social, and recreational purposes. Conversely, shopping trips associated with commercial development are roughly 50 percent of the average trip length while other nonresidential development typically accounts for trips that are 76 percent of the average for all trips.

Figure 27. Vehicle Trip Length by Trip Purpose

Trip Purpose	Trip Length Adj.
Residential Trip	117%
Commercial Trip	50%
Other Nonres Trip	76%

Source: National Household Travel Survey, 2022

Figure 28 summarizes all the factors above and calculates the VMT by land use by multiplying them together. As a result, an average single family unit generates 22.37 VMT per day (10.50 vehicle trip ends x 0.58 trip end adjustment x 3.14 miles per trip x 1.17 trip length weighting = 22.37 VMT per unit). These factors are used later in this chapter to project the growth-related demand for arterial expansion.

Figure 28. Summary of Travel Demand Input Variables

Development Type	Avg. Daily Veh. Trip Ends [1]	Trip End Adj. [2]	Avg. Miles per Veh. Trip [3]	Trip Length Weighting [2]	Vehicle Miles of Travel (VMT)
Residential (per housing unit)					
Single Family	10.50	58%	3.14	117%	**22.37**
Multifamily	4.90	58%	3.14	117%	**10.44**
Nonresidential (per 1,000 square feet)					
Retail	37.01	38%	3.14	50%	**22.08**
Office/Service	10.84	50%	3.14	76%	**12.93**
Industrial	4.87	50%	3.14	76%	**5.81**
Institutional	10.77	50%	3.14	76%	**12.85**

[1] Source: Institute of Transportation Engineers, *Trip Generation* , 11th Edition (2021)
[2] Source: National Household Travel Survey, 2022
[3] TischlerBise analysis

A revision in the Idaho Falls impact fee program is to assess residential impact fees by the square footage of the dwelling unit. As a result, the vehicle trip ends used to calculate the VMT need to be estimated by housing size. Details on vehicle trip ends by square footage can be found in the Appendix C. Demographic Assumptions. Figure 29 provides a summary of the resulting VMTs. Note that nonresidential VMT is unaffected by the adjustment to the residential fee structure.

Figure 29. Transportation Impact Fee Service Units

Development Type	Avg. Daily Veh. Trip Ends [1]	Trip End Adj. [2]	Avg. Miles per Veh. Trip [3]	Trip Length Weighting [2]	Vehicle Miles of Travel (VMT)
Residential (per housing unit by square footage)					
Under 1,000	4.04	58%	3.14	117%	**8.61**
1,000 to 1,499	5.82	58%	3.14	117%	**12.40**
1,500 to 1,999	7.65	58%	3.14	117%	**16.30**
2,000 to 2,499	9.02	58%	3.14	117%	**19.22**
2,500 to 2,999	10.11	58%	3.14	117%	**21.54**
3,000 to 3,499	11.02	58%	3.14	117%	**23.48**
3,500 to 3,999	11.80	58%	3.14	117%	**25.14**
4,000 to 4,499	12.48	58%	3.14	117%	**26.59**
4,500 to 4,999	13.08	58%	3.14	117%	**27.87**
5,000 or More	13.62	58%	3.14	117%	**29.02**
Nonresidential (per 1,000 square feet)					
Retail	37.01	38%	3.14	50%	**22.08**
Office/Service	10.84	50%	3.14	76%	**12.93**
Industrial	4.87	50%	3.14	76%	**5.81**
Institutional	10.77	50%	3.14	76%	**12.85**

[1] Source: TischlerBise analysis of U.S. Census PUMS data; Institute of Transportation Engineers, *Trip Generation* , 11th Edition (2021)
[2] Source: National Household Travel Survey, 2022
[3] TischlerBise analysis

The CIP and associated impact fees address only the impacts of new development structure. Based on the Idaho Falls land use assumptions, no new agricultural uses will be allowed within the service area. Thus,

there is no need to evaluate the cost of providing capital improvements to serve new agricultural land. Additionally, residential or nonresidential structures built on existing agricultural land will be assessed based on the appropriate development type in the fee schedule. For those reasons, agriculture has been excluded from the tables.

PROJECTED TRAVEL DEMAND

Idaho Code §§ 67-8208(1)(f) to (h) requires a CIP to include:

- *A description of all system improvements and their costs necessitated by and attributable to new development in the service area based on the approved land use assumptions, to provide a level of service not to exceed the level of service adopted in the development impact fee ordinance;*
- *The total number of service units necessitated by and attributable to new development within the service area based on the approved land use assumptions and calculated in accordance with generally accepted engineering or planning criteria;*
- *The projected demand for system improvements required by new service units projected over a reasonable period of time not to exceed twenty (20) years;*

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The projected need for network lane miles is a function of the ten-year development projection (see Appendix C. Demographic Assumptions) and the existing infrastructure standards discussed above. As shown in Figure 30, new development increases vehicle miles of travel on arterial roads from 964,921 in 2025 to 1,140,503 in 2035, for a net increase of 175,882 VMT. When VMT is compared to the current infrastructure (existing level of service) standards new development generates the need for an additional 32.2 lane miles of City-maintained arterial roads in the next 10 years.

Figure 30. Arterial Roadway Expansion Demand Model

Idaho Falls, ID	Base Year 2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	Total Increase
Single Family Units	20,340	20,699	21,058	21,417	21,776	22,135	22,494	22,853	23,212	23,571	23,930	3,590
Multifamily Units	8,315	8,582	8,849	9,116	9,383	9,650	9,917	10,184	10,451	10,718	10,985	2,670
Retail KSF	6,002	6,117	6,232	6,348	6,463	6,578	6,694	6,809	6,924	7,040	7,155	1,153
Office KSF	6,046	6,172	6,298	6,424	6,549	6,675	6,801	6,926	7,052	7,178	7,304	1,257
Industrial KSF	6,615	6,747	6,880	7,013	7,146	7,279	7,411	7,544	7,677	7,810	7,943	1,328
Institutional KSF	4,835	4,977	5,119	5,261	5,403	5,545	5,687	5,829	5,971	6,113	6,255	1,420
Single Family Units Trips	123,868	126,054	128,240	130,427	132,613	134,799	136,986	139,172	141,358	143,545	145,731	21,863
Multfamily Units Trips	23,630	24,389	25,148	25,907	26,666	27,424	28,183	28,942	29,701	30,460	31,219	7,588
Residential Subtotal	*147,498*	*150,443*	*153,388*	*156,334*	*159,279*	*162,224*	*165,169*	*168,114*	*171,059*	*174,004*	*176,949*	*29,451*
Retail Trips	84,407	86,029	87,651	89,273	90,894	92,516	94,138	95,760	97,382	99,003	100,625	16,218
Office Trips	32,771	33,453	34,134	34,816	35,497	36,179	36,860	37,541	38,223	38,904	39,586	6,814
Industrial Trips	16,107	16,430	16,753	17,077	17,400	17,724	18,047	18,370	18,694	19,017	19,341	3,234
Institutional Trips	26,038	26,802	27,567	28,331	29,096	29,860	30,625	31,389	32,153	32,918	33,682	7,644
Nonresidential Subtotal	*159,323*	*162,714*	*166,105*	*169,496*	*172,887*	*176,278*	*179,669*	*183,060*	*186,452*	*189,843*	*193,234*	*33,911*
Total Vehicle Trips	306,821	313,157	319,494	325,830	332,166	338,502	344,838	351,174	357,511	363,847	370,183	63,362
Arterial VMT	964,621	982,209	999,797	1,017,385	1,034,974	1,052,562	1,070,150	1,087,738	1,105,326	1,122,915	1,140,503	175,882
Arterial Lane Miles	**176.8**	**180.0**	**183.2**	**186.5**	**189.7**	**192.9**	**196.1**	**199.4**	**202.6**	**205.8**	**209.0**	**32.2**

TRANSPORTATION SYSTEM IMPROVEMENTS

Figure 31 lists the 6-Year Idaho Falls Transportation system improvements. In total, the CIP will be adding 15.51 lane miles to the roadway network costing $25.1 million ($1,618,000 per lane mile). Future impact fee collection is projected to generate $15.9 million over the next six years. The remaining portion of the CIP is anticipated to be funded by federal grants (25 percent) and the existing impact fee fund balance. These are discussed further in this chapter. The funding arrangement for each project will be determined by City staff based on its impact fee eligibility portion and available grant funding.

The project list included in this report has been prepared based on the City's best guess on how and where development will occur throughout the city. The transportation CIP will be reviewed, at least, annually to ensure the project list reflects growth trends and, at City Council discretion, the CIP can be revised. Through the impact fee adoption, the City is committing to the 15.51 lane miles (if growth occurs as expected) over the next six years and City Council may replace projects on the list with another arterial expansion project as long as it is consistent with the total expansion plan.

Figure 31. Transportation 6-Year System Improvements

Transportation 6-Year Impact Fee Projects	Year	Lane Miles	Cost Estimate
Pancheri Dr & Utah Ave Right Turn Lane Improvements	2025	0.04	$50,000
Holmes Ave and 49th E Intersection (Federal Aid, Participation with County)	2025	0.15	$200,000
65th N and 5th E (Teton View Estates)	2025	0.40	$600,000
Utah Ave (Eagle Ridge)	2025	0.35	$500,000
Skyline Dr (Barnwood Estates)	2025	0.21	$300,000
Skyline Dr (Freeway Commercial Center)	2025	0.18	$275,000
S Holmes Ave (Southbridge)	2025	0.04	$75,000
33rd N (Maverik)	2025	0.27	$400,000
S Holmes (Taylorview Homes)	2025	0.04	$75,000
15th E from 49th S along Faraday Subdivision	2026	1.53	$1,600,000
33rd N (Recycle Road West & E of N 5th W Intersection)	2026	0.44	$650,000
15th E and 49th S Intersection	2027	0.61	$900,000
N 5th W Expansion from City Limits through W 33rd N	2027	1.19	$2,600,000
5th W Ridgewood Park to Bristol Heights	2028	0.25	$750,000
N 15th E from Yellowstone Hwy to E Iona Road	2028	1.42	$2,600,000
25th E from Watersprings to 49th S	2029	0.97	$1,925,000
N 5th W Expansion from W 33rd N to Pevero Drive (Consultant Design)	2029	2.56	$3,800,000
15th E from Elk Creek to Sunny Pine	2029	0.72	$1,100,000
15th E from Sunny Pine to 49th S	2030	1.53	$2,275,000
Holmes from Castlerock to 49th S	2030	1.19	$2,275,000
49th S from 25th E to Brookside	2030	0.42	$650,000
49th S from 15th E to Holmes Ave	2030	1.00	$1,500,000
	6-Year Total	**15.51**	**$25,100,000**

6-Year Transportation CIP Cost	**$25,100,000**
Projected 6-Year Impact Fee Revenue	**$15,861,600**
Other Revenues (including federal grants)	**$9,238,400**
Average Constructin Cost per Lane Mile	**$1,618,000**

By extrapolating the 6-year system improvements over the next ten years, the City will be expanding the roadway network by 25.86 lane miles ([15.51 lane miles / 6 years] x 10 years = 25.86 lane miles). Shown in the travel demand model, at the current level of service there is a need of 32.24 lane miles over the next ten years. Thus, the CIP is providing less than the projected need. In this case, the impact fee is calculated based on the lower CIP cost to ensure that growth is not being assessed a fee which is greater than the planned infrastructure expansion.

Figure 32. Arterial Expansion in CIP Compared to Growth-Related Need

Idaho Falls CIP vs Growth-Related Need	
CIP Lane Miles over 10-Years	25.86
10-Year Growth Need @ Current LOS	32.24
CIP Expansion % of Growth Need	**80%**

TRANSPORTATION IMPACT FEE CREDIT ANALYSIS

Idaho Code §§ 67-8207(2)(h) and 67-8208(1)(b) required that impact fee calculations examine and account for funding of system improvements with non-impact fee revenue including:

> *The availability of other sources of funding system improvements including, but not limited to, user charges, general tax levies, intergovernmental transfers, and special taxation. The governmental entity shall develop a plan for alternative sources of revenue.*

The City pursues federal grants for transportation expansion projects. Although difficult to precisely project future federal grants, the City estimates that 25 percent of arterial projects will be funded by grants. Also, there is an existing fund balance in the Transportation Development Impact Fee Fund ($4,970,000) which will be used towards funding the CIP. To ensure that the impact fees are only capturing the remaining cost burden to the City's budget, the federal funding percentage and fund balance are reduced from the growth-related capital cost used to determine the maximum supportable impact fee (see Figure 33)

Besides the previously mentioned revenues there are no other dedicated revenues for the arterial roadway growth-related CIP including previously issued bonds to fund infrastructure expansion. In this case, no other revenue credit is needed.

Lastly, if a developer constructs a roadway improvement on the CIP project list, it is necessary to either reimburse the developer or provide a credit against the transportation impact fee assessed. Depending on the scale of the development and roadway improvement made, the developer may receive a credit which offsets a portion or the entire development's transportation impact fee. Credits from roadway improvements may not be used to offset the other impact fee categories.

ARTERIAL NETWORK COST ANALYSIS

Shown in Figure 33, based on the 6-year CIP, the City will be expanding the arterial roadway network by 25.86 lane miles over the next ten years. The current construction cost of a lane mile is $1,618,000, resulting in a ten-year growth cost of $41.8 million.

However, based on previous and future funding of projects, City staff anticipates federal funding providing 25 percent of the total cost. This results in a reduction of $10,460,370 to the City's future burden over the next ten years. Additionally, there is an existing balance of $4,970,000 in the transportation impact fee fund. This will be used to fund future projects, further reducing the remaining growth-related burden. As a result, the remaining growth-related cost to the City of Idaho Falls is $26.4 million.

The remaining growth cost is compared to the increase in VMT to find an average capital cost. As a result, there is a cost of $150.16 per VMT ($6,411,110 ten-year remaining cost / 175,882 VMT ten-year increase = $150.16 per VMT).

Figure 33. Summary of Capital Cost to Expand Arterial Roadways

Idaho Falls Arterial Cost Analysis	
10-Year Arterial Needs (lane miles)	25.86
Average Cost per Lane Mile [1]	$1,618,000
Total 10-Year Growth-Related Costs	**$41,841,480**

Total 10-Year Growth Related Costs	$41,841,480
Federal Funding for Future Projects (25%)	($10,460,370)
Existing Impact Fee Fund Balance	($4,970,000)
Remaining Growth-Related Cost	**$26,411,110**

Remaining Growth-Related Cost	$26,411,110
10-Year Increase in VMT	175,882
Capital Cost per VMT	**$150.16**

[1] Source: City of Idaho Falls estimated current cost of an arterial lane mile

SHARE OF THE DEVELOPMENT IMPACT FEE STUDY

In accordance with IDIFA (Idaho Code § 67-8208(1)), Idaho Falls is authorized to recover the cost of the impact fee study through the collection of future impact fees. The cost of the Transportation portion of the study is $16,883. An impact fee study must be completed every five years, so the attributed cost is compared to the five-year projected increase in vehicle miles of travel. As a result, the cost per VMT is $0.19.

Figure 34. Transportation Share of the Development Impact Fee Study

Impact Fee Study Road Portion	5-Year VMT Increase	Cost per VMT
$16,883	87,941	**$0.19**

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TRANSPORTATION INPUT VARIABLES AND DEVELOPMENT IMPACT FEES

Figure 35 provides a summary of the input variables used to calculate the net cost per VMT ($150.35) for transportation capital infrastructure. The figure continues with the conversion table for the maximum supportable fee amounts. The residential Transportation Development Impact Fees are the product of the VMT per housing unit by square footage and the nonresidential fees are the product of the VMT per 1,000 square feet. For example, the fee for a 2,100 square foot housing unit is $2,890 ($150.35 per VMT x 19.22 VMT per unit = $2,890 per unit, rounded).

The fees represent the highest supportable amount for each type of applicable land use and represent new growth's fair share of the cost for capital facilities. The City may adopt fees that are less than the amounts shown. However, a reduction in impact fee revenue will necessitate an increase in other revenues, a decrease in planned capital expenditures, and/or a decrease in levels of service.

Figure 35. Transportation Conversion Table & Maximum Supportable Impact Fees

Fee Component	Cost per VMT
Arterial Roadway Expansion	$150.16
Impact Fee Study	$0.19
Gross Total	$150.35
Net Total	**$150.35**

Residential Conversion Table

Housing Size (dwelling sq. ft.)	Net Cost per VMT	Vehicle Miles of Travel (VMT)	Maximum Supportable Fee	Current Fee [1]	Change
Residential (per housing unit by square footage)					
Under 1,000	$150.35	8.61	**$1,295**	$1,336	($41)
1,000 to 1,499	$150.35	12.40	**$1,864**	$3,013	($1,149)
1,500 to 1,999	$150.35	16.30	**$2,451**	$3,013	($562)
2,000 to 2,499	$150.35	19.22	**$2,890**	$3,013	($123)
2,500 to 2,999	$150.35	21.54	**$3,239**	$3,013	$226
3,000 to 3,499	$150.35	23.48	**$3,530**	$3,013	$517
3,500 to 3,999	$150.35	25.14	**$3,780**	$3,013	$767
4,000 to 4,499	$150.35	26.59	**$3,998**	$3,013	$985
4,500 to 4,999	$150.35	27.87	**$4,190**	$3,013	$1,177
5,000 or More	$150.35	29.02	**$4,363**	$3,013	$1,350

Nonresidential Conversion Table

Development Type	Net Cost per VMT	Vehicle Miles of Travel (VMT)	Maximum Supportable Fee	Current Fee [1]	Change
Nonresidential (per 1,000 square feet)					
Retail	$150.35	22.08	**$3,320**	$3,835	($515)
Office/Service	$150.35	12.93	**$1,944**	$1,440	$504
Industrial	$150.35	5.81	**$874**	$733	$141
Institutional	$150.35	12.85	**$1,932**	$1,585	$347

[1] Noted that the current fee listed for housing units less than 1,000 square feet is for multifamily development

CASH FLOW PROJECTIONS FOR TRANSPORTATION MAXIMUM SUPPORTABLE IMPACT FEE

This section summarizes the potential cash flow to the City of Idaho Falls if the Transportation Development Impact Fee is implemented at the maximum supportable amounts. The cash flow projections are based on the assumptions detailed in this chapter and the development projections discussed in Appendix C. Demographic Assumptions. Since the residential fee schedule structure has been adjusted to account for square footage, the fee amounts used in the revenue projections are based on VMT averages for single family and multifamily units in Idaho Falls.

At the top of Figure 36 are the growth-related cost over the next ten years, totaling $41.9 million. Shown at the bottom of the figure, the maximum supportable impact fee is estimated to generate $26.4 million in revenue, 63 percent of growth-related capital costs. The gap in funding is the result of the credits due to existing impact fee monies already collected and federal grant funding. Under the incremental expansion approach fee revenue will match the growth-related needs over the next ten years. In the case that growth is slower than projected development, revenue collection will be lower but so will the growth-related need to expand infrastructure.

Figure 36. Cash Flow Summary for Transportation Development Impact Fees

Infrastructure Costs for Road Facilities

	Total CIP Cost	Growth Cost
10-Year Capital Needs	$41,833,333	$41,833,333
Impact Fee Study	$33,765	$33,765
Total Expenditures	**$41,867,098**	**$41,867,098**

Projected Development Impact Fee Revenue

Year		Single Family $3,363 per unit	Multifamily $1,570 per unit	Retail $3,320 per KSF	Office $1,944 per KSF	Industrial $874 per KSF	Institutional $1,932 per KSF
		Housing Units	Housing Units	KSF	KSF	KSF	KSF
Base	2025	20,340	8,315	6,002	6,046	6,615	4,835
Year 1	2026	20,699	8,582	6,117	6,172	6,747	4,977
Year 2	2027	21,058	8,849	6,232	6,298	6,880	5,119
Year 3	2028	21,417	9,116	6,348	6,424	7,013	5,261
Year 4	2029	21,776	9,383	6,463	6,549	7,146	5,403
Year 5	2030	22,135	9,650	6,578	6,675	7,279	5,545
Year 6	2031	22,494	9,917	6,694	6,801	7,411	5,687
Year 7	2032	22,853	10,184	6,809	6,926	7,544	5,829
Year 8	2033	23,212	10,451	6,924	7,052	7,677	5,971
Year 9	2034	23,571	10,718	7,040	7,178	7,810	6,113
Year 10	2035	23,930	10,985	7,155	7,304	7,943	6,255
Ten-Year Increase		3,590	2,670	1,153	1,257	1,328	1,420
Projected Revenue		$12,073,170	$4,191,900	$3,828,540	$2,444,046	$1,160,814	$2,742,632

Projected Revenue	**$26,441,000**
Total Expenditures	**$41,867,000**
Non-Impact Fee Funding	**$15,426,000**

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POLICE - IMPACT FEE ANALYSIS

The police development impact fee is calculated based on the cost recovery approach for the previously issued debt for the police station expansion and incremental expansion for future police vehicle fleet expansion. Detailed in the body of this chapter, the new police station is projected to reach capacity by 2032. Impact fees are required to be updated every five years, thus, the next update for Idaho Falls will be in 2030. At that point, the City may have to begin exploring further expansion plans of the police station and revise the cost recovery methodology.

Per IDIFA, capital improvements (which include system improvements funded by impact fees) are limited to those improvements that have a useful life of ten years or more. Idaho Code § 67-8203(3). The City of Idaho Falls Police Department has committed to using the impact fee funded patrol vehicles for at least ten years. Also, impact fees are used only to purchase new equipment necessitated by growth. Impact fees are not used for replacement of aging rolling stock. Idaho Falls has a leasing agreement in place to address the replacement of existing vehicles.

POLICE FUNDING SOURCES

The City has studied various ways of providing the funding for police facilities. The sources of revenue for Police are General Fund revenues, grants, or impact fees. In comparing an equitable allocation to the costs borne in the past and to be borne in the future, in comparison to the benefits already received and yet to be received, the City has determined that impact fees are the most equitable way of financing the growth-related police facilities.

IDIFA requires that local governments must consider available and alternative sources of funding for system improvements. Idaho Code §§ 67-8207(2)(h) and 67-8208(1)(b). Currently, there is an existing fund balance in the Police Development Impact Fee Fund which will be used towards the funding of system improvements. To ensure that the impact fees are only capturing the cost burden to the City's budget, a credit is included to account for these revenue sources. Additionally, the City issued a Certificate of Participation (COP) to fund the police station expansion project. Future impact fees will fund the growth-related share of the annual debt service payments. While general fund revenue will fund the remaining share. Conservatively, a credit is included in the impact fee analysis to account for future residents' portion of the non-impact fee funded COP payments to ensure there is no double payment. Further details can be found below in this chapter.

In accordance with Idaho Code § 67-8207(2)(h), if any maintenance or repair is required, these costs will need to be funded by other sources, such as property taxes, because replacement and addressing existing deficiencies are not eligible to be funded with impact fees. The City Council retains discretion and authority to fund deficiencies through the City's annual CIP budget process, accumulate savings annually, or through the deferred maintenance budget annually appropriated to the Idaho Falls Police Department for these sorts of expenses.

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EXISTING POLICE FACILITY DEFICIENCY ANALYSIS

Idaho Code § 67-8208 (1)(a) requires a CIP to include:

> *A general description of all existing public facilities and their existing deficiencies within the service area or areas of the governmental entity and a reasonable estimate of all costs and a plan to develop the funding resources related to curing the existing deficiencies including, but not limited to, the upgrading, updating, improving, expanding or replacing of such facilities to meet existing needs and usage;*

In 2024, the City of Idaho Falls opened its new police station. This facility consolidated six previous locations for the Police Department along with adding capacity for departmental expansion related to future growth and demand on police services. In this case, the new police station addressed facility level of service for both existing and future residents of Idaho Falls compared to previous facilities. The resulting impact fee calculates a level of service which is uniform for existing and future residents. As a result, there is no existing deficiency between the level of service being provided to current residents and the level of service standard that is being assessed in the impact fee.

As noted, the City issued a COP which is paid through 2039 to fund the new police station. Future impact fees will fund the growth-related share of the annual debt service payments. While general fund revenue will fund the remaining share. Conservatively, a credit is included in the impact fee analysis to account for future residents' portion of the non-impact fee funded COP payments.

POLICE SERVICE AREA

The City's previous and future capital planning and service levels for police services are evaluated at a citywide basis. Additionally, the projects in the CIP provide a benefit to all future residents and business throughout the City. Thus, the service area for the Police CIP and resulting impact fees is one citywide area.

POLICE SERVICE UNITS

The residential service units for the Police Development Impact Fee are the persons per housing unit (PPHU) by the square footage of the dwelling unit. Figure 37 lists the PPHU factors for the size groupings included in the impact fee study. See Appendix C. Demographic Assumptions for details on PPHU estimates. The determined consumption of system improvement by land use are found by comparing the persons per housing unit and system improvement levels of service calculated in the following section.

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Figure 37. Police Residential Ratio of Service Units and System Improvement Consumption

	Police		
Housing Size (dwelling sq. ft.)	Persons per Housing Unit	Station Square Feet	Police Vehicles
Under 1,000	0.99	0.2950	0.0008
1,000 to 1,499	1.51	0.4500	0.0011
1,500 to 1,999	2.05	0.6109	0.0016
2,000 to 2,499	2.44	0.7271	0.0019
2,500 to 2,999	2.76	0.8225	0.0021
3,000 to 3,499	3.03	0.9029	0.0023
3,500 to 3,999	3.25	0.9685	0.0025
4,000 to 4,499	3.45	1.0281	0.0026
4,500 to 4,999	3.63	1.0817	0.0028
5,000 or More	3.78	1.1264	0.0029

To calculate nonresidential police development impact fees, nonresidential vehicle trips are used as the service units. Trip generation rates are highest for commercial developments, such as shopping centers, and lowest for industrial/warehouse development. Office/institutional trip rates fall between the other two categories. This ranking of trip rates is consistent with the relative demand for police from nonresidential development and thus are the best demand indicators. Other possible nonresidential demand indicators, such as employment or floor area, do not accurately reflect the demand for service. If employees per thousand square feet were used as the demand indicator, police development impact fees would be too high for office/institutional development. If floor area were used as the demand indicator, the development impact fees would be too high for industrial development. Figure 38 lists the service units for nonresidential development types. See Appendix C. Demographic Assumptions for further discussion on trip rates and calculations. The determined consumption of system improvement by land use are found by comparing the vehicle trips per 1,000 square feet and system improvement levels of service calculated in the following section.

Figure 38. Police Nonresidential Ratio of Service Units and System Improvement Consumption

	Police		
Development Type (per 1,000 sq. ft.)	Vehicle Trips per 1,000 Sq. Ft.	Station Square Feet	Police Vehicles
Retail	14.06	1.4908	0.0045
Office/Service	5.42	0.5745	0.0017
Industrial	2.44	0.2581	0.0008
Institutional	5.39	0.5708	0.0017

The CIP and associated impact fees address only the impacts of new development structure. Based on the Idaho Falls land use assumptions, no new agricultural uses will be allowed within the service area. Thus, there is no need to evaluate the cost of providing capital improvements to serve new agricultural land. Additionally, residential or nonresidential structures built on existing agricultural land will be assessed based on the appropriate development type in the fee schedule. For those reasons, agriculture has been excluded from the tables.

COST ALLOCATION FOR POLICE INFRASTRUCTURE

Calls for service were used to allocate police facilities to residential and nonresidential development. The City of Idaho Falls Police Department provided an annual report of calls for service categorized by residential locations, nonresidential locations, and traffic. Traffic calls for service accounted for a significant share of the demand and must be attributed to residential and nonresidential activity.

Figure 39. Calls for Service for Police

Land Use	Calls for Service	% of Total
Residential	15,828	35%
Nonresidential	14,507	32%
Traffic	14,681	33%
Total	**45,016**	**100%**

Source: City of Idaho Falls Police Department

Traffic calls for service are allocated to either residential or nonresidential land uses based on the percentage share of base year vehicle trips for residential and nonresidential land uses. Shown in Figure 40, 48 percent of vehicle trips in Idaho Falls are from residential development while 52 percent of vehicle trips are from nonresidential development.

Figure 40. Base Year Vehicle Trips

Land Use	Base Year Vehicle Trips	% of Total
Residential	147,498	48%
Nonresidential	159,323	52%
Total	**306,821**	**100%**

After attributing the traffic calls to residential and nonresidential development, the adjusted calls for service area totaled in Figure 41. As a result, the cost allocation is 51 percent for residential development and 49 percent for nonresidential development.

Figure 41. Adjusted Calls for Service for Police

Land Use	Adj. Calls for Service	% of Total
Residential	22,886	**51%**
Nonresidential	22,130	**49%**
Total	**45,016**	**100%**

POLICE LEVEL OF SERVICE AND COST ANALYSIS

Idaho Code § 67-8208(1)(c) requires a CIP to include:

> *An analysis of the total capacity, the level of current usage, and commitments for usage of capacity of existing capital improvements, which shall be prepared by a qualified professional planner or by a qualified engineer licensed to perform engineering services in this state.*

The following section details the level of service calculations and capital cost per demand unit for each infrastructure category.

POLICE STATION

As shown in Figure 42, the new police station space totals 61,189 square feet. The station was financed with the Certificate of Participation (COP) 2020 series with payments through 2039. Including interest, the COP will total $36.3 million, or $593 per square foot.

Figure 42. Police Station Cost

Facility	Square Feet	Total COP Series 2020 Payments	Cost per Square Feet
New Police Station	61,189	$36,280,997	**$593**

Source: City of Idaho Falls Police Department

The call for service split is applied to allocate the square footage of the police station. As a result, 31,206 square feet are allocated to residential demand (51 percent), and 29,983 square feet are allocated to nonresidential demand (49 percent).

The new police station consolidated six previous locations for the Police Department along with adding capacity for departmental expansion related to future growth and demand on police services. In this case, the new police station is providing a uniform level of service for existing and future residents. In the 2021 Idaho Falls impact fee study, the capacity of the police station was found to service a citywide population of 79,485 residents and 190,965 nonresidential vehicle trips. This represented a residential growth share of 20 percent and a nonresidential growth share of 21 percent. This impact fee update continues that estimation.

Importantly, based on the updated growth projections, Idaho Falls will reach a population of 79,485 (residential capacity of the police station) by 2032 and nonresidential capacity by 2034. Impact fees are required to be updated every five years, thus, the next update for Idaho Falls will be in 2030. At that point, The City may have to begin exploring further expansion plans of the police station.

Detailed in Figure 43, the residential and nonresidential level of service is found by comparing the allocated square footage to the total capacity. For example, the uniform residential level of service is 0.393 square feet per person (31,206 square feet / 79,485 residents = 0.393 square feet per person). As noted, this is a facility level of service being provided to existing and future residents until the police station hits the indicated capacities (79,485 residents and 190,965 nonresidential vehicle trips).

To find the capital cost per person and per nonresidential vehicle trip, the level of service standards are applied to the average cost per square foot. For example, the residential cost per person is $232.79 (0.393 square feet per person x $593 per square foot = $232.79 per person).

Figure 43. Police Station Level of Service and Cost Analysis

Residential Analysis

Residential Share	Residential Floor Area (sq. ft.)	Population Served*
51%	31,206	79,485

Square Feet per Person	Cost per Square Feet	Capital Cost per Person
0.393	$593	**$232.79**

Nonresidential Analysis

Nonresidential Share	Nonresidential Floor Area (sq. ft.)	Nonres. Veh. Trips Served*
49%	29,983	190,965

Square Feet per Veh Trip	Cost per Square Feet	Capital Cost per Veh Trip
0.157	$593	**$93.09**

*Note: Population/nonresidential vehicle trips served is based on 2021 Impact Fee Study level of service analysis of new Police Station.

POLICE VEHICLES

As shown in Figure 44, there are 104 law enforcement specific vehicles in the police fleet. The vehicles are allocated to residential and nonresidential demand based on the calls for service analysis. As a result, 53 units are allocated to residential demand and 51 units are allocated to nonresidential demand.

The current level of service is found by dividing the allocated fleet by the 2025 residential and nonresidential service units (population and nonresidential vehicle trips). Specifically, 0.76 units per 1,000 persons and 0.32 units per 1,000 nonresidential vehicle trips.

Additionally, to purchase a fully loaded patrol vehicle the City anticipates a cost of $95,000 per unit. To find the capital cost per person and per nonresidential vehicle trip, the level of service standards are applied to the cost per vehicle. For example, the residential cost per person is $72.20 (0.76 units per 1,000 persons x $95,000 per unit = $72.20 per person, rounded).

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Figure 44. Police Vehicles Level of Service and Cost Allocation

Vehicle Type	Total Units
Mini Van	1
Pickup	6
Sedan	21
SUV	76
Total	**104**

Level-of-Service Standards	Residential	Nonres
Proportionate Share	51%	49%
Share of Vehicle Fleet	53.04	50.96
2025 Population and Nonres Vehicle Trips	69,538	159,323
Vehicles per 1,000 Persons/Vehicle Trips	**0.76**	**0.32**

Cost Analysis	Residential	Nonres
Vehicles per 1,000 Persons/Vehicle Trips	0.76	0.32
Average Cost per Vehicle [1]	$95,000	$95,000
Capital Cost per Person and Vehicle Trip	**$72.20**	**$30.40**

[1] Average cost to purchase a fully loaded patrol vehicle over the next five years

Share of the Development Impact Fee Study

In accordance with IDIFA (Idaho Code § 67-8208(1)), Idaho Falls is authorized to recover the cost of the impact fee study through the collection of future impact fees. The total cost of the study has been evenly attributed to the four infrastructure categories, resulting in the police share being $16,883. An impact fee study must be completed every five years, so the attributed cost is compared to the five-year projected increase in population and nonresidential vehicle trips. As a result, the cost per person is $1.16 and the cost per vehicle trip is $0.49.

Figure 45. Police Share of the Development Impact Fee Study

Impact Fee Study Police Portion	Residential Share (51%)	Nonresidential Share (49%)
$16,883	$8,610	$8,272

Residential Share	5-Year Population Increase	Cost per Person
$8,610	7,424	**$1.16**

Nonresidential Share	5-Year Veh Trip Increase	Cost per Veh Trip
$8,272	16,955	**$0.49**

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POLICE CAPITAL IMPROVEMENTS NEEDS TO SERVE GROWTH

Idaho Code § 67-8208(1)(f-h) requires a CIP to include:

- *A description of all system improvements and their costs necessitated by and attributable to new development in the service area based on the approved land use assumptions, to provide a level of service not to exceed the level of service adopted in the development impact fee ordinance;*
- *The total number of service units necessitated by and attributable to new development within the service area based on the approved land use assumptions and calculated in accordance with generally accepted engineering or planning criteria;*
- *The projected demand for system improvements required by new service units projected over a reasonable period of time not to exceed twenty (20) years;*

Needs due to future growth were calculated using the levels of service and cost factors for the infrastructure components. Growth-related needs are a projection of the amount of infrastructure and estimated costs.

POLICE STATION

The current police station was expanded to accommodate additional demand from development. It was determined that the station would be able to serve a total population of 79,485 residents and 190,965 nonresidential vehicle trips. Based on the updated growth projections, Idaho Falls will reach residential capacity of the police station by 2032 and nonresidential capacity by 2034. Impact fees are required to be updated every five years, thus, the next update for Idaho Falls will be in 2030. Unless there is an unforeseen rapid increase in development before 2030, capacity exists at the station to continue providing the committed level of service through 2030. However, at that point, the City may have to begin exploring further expansion plans of the police station.

Illustrated in Figure 46 is the five-year projected increase in service units, station square footage, and station cost associated with growth.

Figure 46. Projected Demand for Police Station Space

Service Units	2025	2030	5-Year Increase
Population	69,538	76,962	7,424
Nonres. Veh. Trips	159,323	176,278	16,955

Growth-Related Demand	5-Year Station Sq. Ft. Need	5-Year Station Cost
Residential	2,915	$1,728,211
Nonresidential	2,662	$1,578,432
Total	**5,577**	**$3,306,643**

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POLICE VEHICLES

Shown in Figure 47, based on a projected development over the next 10 years, the police fleet will have to expand by 22.2 vehicles to continue the current level of service. As a result, the growth-related costs for vehicle purchases are $2,109,000 (22.2 units x $95,000 per unit = $2,109,000).

Figure 47. Projected Demand for Police Vehicles

Infrastructure	Level of Service			Demand Unit	Cost / Unit
Police Vehicles	Residential	0.76	Vehicles	per 1,000 persons	$95,000
	Nonresidential	0.32		per 1,000 trips	

Growth-Related Need for Police Vehicles						
Year		Population	Nonres. Vehicle Trips	Residential Vehicles	Nonresidential Vehicles	Total Vehicles
Base	2025	69,538	159,323	52.8	50.9	103.7
Year 1	2026	71,022	162,714	53.9	52.0	105.9
Year 2	2027	72,507	166,105	55.1	53.1	108.2
Year 3	2028	73,992	169,496	56.2	54.2	110.4
Year 4	2029	75,477	172,887	57.3	55.3	112.6
Year 5	2030	76,962	176,278	58.4	56.4	114.8
Year 6	2031	78,446	179,669	59.6	57.4	117.0
Year 7	2032	79,931	183,060	60.7	58.5	119.2
Year 8	2033	81,416	186,452	61.8	59.6	121.4
Year 9	2034	82,901	189,843	63.0	60.7	123.7
Year 10	2035	84,386	193,234	64.1	61.8	125.9
Ten-Year Increase		14,848	33,911	**11.3**	**10.9**	**22.2**
			Projected Expenditure	**$1,073,500**	**$1,035,500**	**$2,109,000**

Growth-Related Expenditures for Police Vehicles	$2,109,000

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POLICE SYSTEM IMPROVEMENTS

The Police Development Impact Fee is based on the expanded level of service from the new police station (and related debt payments) and the current level of service for police vehicles. Since the police station is projected to reach capacity starting in 2032 the CIP covers the next five years. The City will need to evaluate police facility needs beyond repayment of the COP in the following impact fee study in five years (2030).

To serve the projected growth at current levels of service, the City will need to expand its fleet by 11 units over the next five years. The projects from the plan are consistent with growth-related needs to continue providing the current level of service. Furthermore, only a portion of the future debt service for the COP that was issued for the police station is considered impact fee eligible. Furthermore, the credit included to ensure there is no double payment reduces the projected impact fee revenue for the COP payments (discussed next in this chapter).

Figure 48. Police 5-Year Growth-Related System Improvements

Idaho Falls Police Department 5-Year Growth-Related Capital Improvement Plan						
Project	Year	Unit	Cost	Impact Fee Eligible	Proj. Impact Fee Revenue	Other Revenues
Police Station COP Debt Service	2026-2030	annual payments	$9,993,200	$3,306,643	$1,701,618	$8,291,583
Police Vehicle Additions to Fleet	2026-2030	11 units	$1,045,000	$1,045,000	$1,045,000	$0
Impact Fee Study Updates (2)	2030	-	$16,883	$16,883	$16,883	$0
		Total	**$11,055,083**	**$4,368,526**	**$2,763,500**	**$8,291,583**

5-Year Impact Fee Eligible Costs	**$4,368,526**
Projected 5-Year Impact Fee Revenue	**$2,763,500**
Other Revenues (including general funds for COP)	**$8,291,583**

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POLICE IMPACT FEE CREDIT ANALYSIS

Idaho Code §§ 67-8207(2)(h) and 67-8208(1)(b) required that impact fee calculations examine and account for funding of system improvements with non-impact fee revenue including:

> *The availability of other sources of funding system improvements including, but not limited to, user charges, general tax levies, intergovernmental transfers, and special taxation. The governmental entity shall develop a plan for alternative sources of revenue.*

To ensure there is no double payment or overcollection of police impact fees a revenue credit is included in the analysis to account for future COP payments for the police station project. Under the Idaho Act, impact fees can be used to offset the growth-related portion of debt service. In the case of the COP, the cost recovery methodology examines the growth share of the police station and calculates the remaining debt payments which is impact fee eligible. However, there is a portion of the debt (approximately 80 percent) which is not impact fee eligible and general revenues to the City are being used to fund. A credit is included in the analysis to account for future residents and businesses' share of the remaining payments to ensure there is no double payment. To begin, Figure 49 lists the remaining annual payments of the COP and allocates those payments to residential and nonresidential demand based on the calls for service data.

Figure 49. Future Debt Payments for Police Station

Fiscal Year	Payment	Residential 51%	Nonresidential 49%
2026	$1,999,600	$1,019,796	$979,804
2027	$1,998,000	$1,018,980	$979,020
2028	$1,999,600	$1,019,796	$979,804
2029	$1,999,200	$1,019,592	$979,608
2030	$1,996,800	$1,018,368	$978,432
2031	$1,997,400	$1,018,674	$978,726
2032	$1,995,800	$1,017,858	$977,942
2033	$1,997,000	$1,018,470	$978,530
2034	$1,995,800	$1,017,858	$977,942
2035	$1,997,200	$1,018,572	$978,628
2036	$1,996,000	$1,017,960	$978,040
2037	$1,997,200	$1,018,572	$978,628
2038	$1,995,600	$1,017,756	$977,844
2039	$1,591,200	$811,512	$779,688
Total	**$27,556,400**	**$14,053,764**	**$13,502,636**

As mentioned, 20 percent of the residential costs are growth-related and 21 percent of the nonresidential costs are growth-related. As a result, 80 percent of the residential payments and 79 percent of the nonresidential payments remain to be funded through other revenues. In Figure 50 those remaining annual payments are listed and compared to the service units through 2039 to find a payment per service unit. Those payments are summed into net present value using the current discount rate. As a result, there is a credit of $111.69 per person and $46.21 per nonresidential vehicle trip. This represents the

average additional payments through other general fund revenues from a future resident or business towards the COP. This credit is included in the final impact fee calculation, reducing the fee.

Figure 50. Credit for Future Debt Payments for Police Station

Non-Impact Fee Payments

Residential 80%

Fiscal Year	Payment	Projected Population	Payment/ Capita
2026	$814,361	71,022	$11.47
2027	$813,710	72,507	$11.22
2028	$814,361	73,992	$11.01
2029	$814,198	75,477	$10.79
2030	$813,221	76,962	$10.57
2031	$813,465	78,446	$10.37
2032	$812,814	78,446	$10.36
2033	$813,302	79,931	$10.18
2034	$812,814	81,416	$9.98
2035	$813,384	82,901	$9.81
2036	$812,895	84,386	$9.63
2037	$813,384	85,870	$9.47
2038	$812,732	87,355	$9.30
2039	$648,035	88,840	$7.29
Total	**$11,222,678**		**$141.45**
		Discount Rate	3.50%
		Total Credit	**$111.69**

Non-Impact Fee Payments

Nonresidential 79%

Fiscal Year	Payment	Projected Nonres. Vehicle Trips	Payment/ Trip
2026	$771,365	162,714	$4.74
2027	$770,748	166,105	$4.64
2028	$771,365	169,496	$4.55
2029	$771,211	172,887	$4.46
2030	$770,285	176,278	$4.37
2031	$770,516	179,669	$4.29
2032	$769,899	179,669	$4.29
2033	$770,362	183,060	$4.21
2034	$769,899	186,452	$4.13
2035	$770,439	189,843	$4.06
2036	$769,976	193,234	$3.98
2037	$770,439	196,433	$3.92
2038	$769,822	199,633	$3.86
2039	$613,821	202,833	$3.03
Total	**$10,630,148**		**$58.53**
		Discount Rate	3.50%
		Total Credit	**$46.21**

The growth-related need for the next ten years to expand the police fleet is $2,109,000 and there is currently $168,000 available in the police impact fee fund for future vehicle purchases, accounting for 8 percent of the CIP. To ensure the impact fees are only capturing the growth-related costs to the City's budget, the percentage of the current fee funding of the CIP is applied as a credit.

Figure 51. Police Existing Impact Fee Fund Balance Credit

Idaho Falls Police Department	
Available Impact Fee Fund Balance for Vehicles	$168,000
10-Year Vehicle Capital Improvement Plan	$2,109,000
Balance % of Vehicle CIP Cost	**8%**

POLICE INPUT VARIABLES AND DEVELOPMENT IMPACT FEES

Figure 69 provides a summary of the input variables (described in the chapter sections above) used to calculate the net cost per service unit. After accounting for the credits included in the fee analysis, the net cost per person is $188.68 and the net cost per nonresidential vehicle trip is $75.34. The figure continues with the residential and nonresidential conversion tables for the maximum supportable fee amounts. The residential Police Development Impact Fees are the product of persons per housing unit by square footage of the dwelling unit multiplied by the total net capital cost per person. The nonresidential fees are the product of trips per 1,000 square feet multiplied by the net capital cost per nonresidential vehicle trip.

The fees represent the highest supportable amount for each type of applicable land use and represents new growth's fair share of the cost for capital facilities. The City may adopt fees that are less than the amounts shown. However, a reduction in impact fee revenue will necessitate an increase in other revenues, a decrease in planned capital expenditures, and/or a decrease in levels of service.

Figure 52. Police Conversion Table & Maximum Supportable Impact Fees

Fee Component	Cost per Person	Cost per Nonres. Vehicle Trip
Police Station	$232.79	$93.09
Police Vehicles	$72.20	$30.40
Impact Fee Study	$1.16	$0.49
Gross Total	**$306.15**	**$123.98**
Credit for Future Debt Payments	**($111.69)**	**($46.21)**
Existing Balance for Vehicles (8%)	**($5.78)**	**($2.43)**
Net Total	**$188.68**	**$75.34**

Residential Conversion Table

Housing Size (dwelling sq. ft.)	Net Cost per Person	Persons per Housing Unit	Maximum Supportable Fee	Current Fee [1]	Change
Residential (per housing unit by square footage)					
Under 1,000	$188.68	0.99	**$187**	$332	($145)
1,000 to 1,499	$188.68	1.51	**$285**	$481	($196)
1,500 to 1,999	$188.68	2.05	**$387**	$481	($94)
2,000 to 2,499	$188.68	2.44	**$460**	$481	($21)
2,500 to 2,999	$188.68	2.76	**$521**	$481	$40
3,000 to 3,499	$188.68	3.03	**$572**	$481	$91
3,500 to 3,999	$188.68	3.25	**$613**	$481	$132
4,000 to 4,499	$188.68	3.45	**$651**	$481	$170
4,500 to 4,999	$188.68	3.63	**$685**	$481	$204
5,000 or More	$188.68	3.78	**$713**	$481	$232

[1] Noted that the current fee listed for housing units less than 1,000 square feet is for multifamily development

Nonresidential Conversion Table

Development Type	Net Cost per Vehicle Trip	Vehicle Trips per 1,000 Sq. Ft.	Maximum Supportable Fee	Current Fee	Change
Nonresidential (per 1,000 square feet)					
Retail	$75.34	14.06	**$1,060**	$1,367	($307)
Office	$75.34	5.42	**$408**	$464	($56)
Industrial	$75.34	2.44	**$183**	$236	($53)
Institutional	$75.34	5.39	**$406**	$511	($105)

CASH FLOW PROJECTIONS FOR POLICE MAXIMUM SUPPORTABLE IMPACT FEE

This section summarizes the potential cash flow to Idaho Falls if the Police Development Impact Fee is implemented at the maximum supportable amounts. The cash flow projections are based on the assumptions detailed in this chapter and the development projections discussed in Appendix C. Demographic Assumptions. Since the residential fee schedule structure has been adjusted to account for square footage, the fee amounts used in the revenue projections are based on PPHU averages for single family and multifamily units in Idaho Falls.

At the top of Figure 53 are the growth-related cost by infrastructure type over the next ten years, totaling $8.8 million. To approximate growth cost for police station space over the next ten years, the growth cost for the next five years ($3.3 million) is doubled. Shown at the bottom of the figure, the maximum supportable impact fee is estimated to generate $5.4 million, approximately 61 percent of growth-related capital costs. The gap in funding is the result of the credit due to future payments towards the police station COP. Additionally, the majority of the total police station cost is not growth-related and not eligible for impact fee funding.

Figure 53. Cash Flow Summary for Police Impact Fees

Infrastructure Costs for Police Facilities

	Total Cost	Growth Cost
Police Station	$36,280,997	$6,613,287
Police Vehicles	$2,109,000	$2,109,000
Impact Fee Study	$33,765	$33,765
Total Expenditures	**$38,423,762**	**$8,756,052**

Projected Development Impact Fee Revenue

Year		Single Family $521 per unit	Multifamily $349 per unit	Retail $1,060 per KSF	Office $408 per KSF	Industrial $183 per KSF	Institutional $406 per KSF
		Housing Units	Housing Units	KSF	KSF	KSF	KSF
Base	2025	20,340	8,315	6,002	6,046	6,615	4,835
Year 1	2026	20,699	8,582	6,117	6,172	6,747	4,977
Year 2	2027	21,058	8,849	6,232	6,298	6,880	5,119
Year 3	2028	21,417	9,116	6,348	6,424	7,013	5,261
Year 4	2029	21,776	9,383	6,463	6,549	7,146	5,403
Year 5	2030	22,135	9,650	6,578	6,675	7,279	5,545
Year 6	2031	22,494	9,917	6,694	6,801	7,411	5,687
Year 7	2032	22,853	10,184	6,809	6,926	7,544	5,829
Year 8	2033	23,212	10,451	6,924	7,052	7,677	5,971
Year 9	2034	23,571	10,718	7,040	7,178	7,810	6,113
Year 10	2035	23,930	10,985	7,155	7,304	7,943	6,255
Ten-Year Increase		3,590	2,670	1,153	1,257	1,328	1,420
Projected Revenue		$1,870,390	$931,830	$1,222,365	$512,948	$243,054	$576,350

Projected Revenue	**$5,357,000**
Total Expenditures	**$38,423,762**
Non-Impact Fee Funding	**$33,066,762**

FIRE/EMS - IMPACT FEE ANALYSIS

The Fire/EMS Development Impact Fee is based on the cost per service unit method specified in Idaho Code § 67-8204(16), also referred to as the incremental expansion method elsewhere in this report. The Fire/EMS infrastructure components included in the impact fee analysis are:

- Fire/EMS stations
- Fire/EMS training facilities
- Fire/EMS apparatus
- Share of the development impact fee

Per IDIFA, capital improvements are limited to those improvements that have a certain lifespan. As specified in 67-8203(3), "'Capital improvements' means improvements with a useful life of ten (10) years or more, by new construction or other action, which increase the service capacity of a public facility." The City of Idaho Falls Fire Department has committed to using the impact fee funded apparatus for at least ten years, consistent with IDIFA. Also, impact fees are used only to purchase new equipment necessitated by growth. Impact fees are not used for replacement of aging rolling stock.

FIRE/EMS FUNDING SOURCES

The City has studied various ways of providing the funding for Fire/EMS facilities. The sources of revenue for Fire/EMS are General Fund revenues, grants, or impact fees. In comparing an equitable allocation to the costs borne in the past and to be borne in the future, in comparison to the benefits already received and yet to be received, the City has determined that impact fees are the most equitable way of financing the growth-related Fire/EMS facilities.

IDIFA requires that local governments must consider available and alternative sources of funding for system improvements. Idaho Code §§ 67-8207(2)(h) and 67-8208(1)(b). Currently, there is an existing fund balance in the Fire/EMS Development Impact Fee Fund which will be used towards the funding of system improvements. To ensure that the impact fees are only capturing the cost burden to the City's budget, a credit is included to account for these revenue sources. Further details can be found below in this chapter. Evidence is given in this chapter that the projected capital costs from new development will be entirely offset by the development impact fees. Thus, no general tax dollars are assumed to be used to fund growth-related capital costs, requiring no further revenue credits.

In accordance with Idaho Code § 67-8207(2)(h), if any maintenance or repair is required, these costs will need to be funded by other sources, such as property taxes, because replacement and addressing existing deficiencies are not eligible to be funded with impact fees. The City Council retains discretion and authority to fund deficiencies through the City's annual CIP budget process, accumulate savings annually, or through the deferred maintenance budget annually appropriated to the Fire/EMS Department for these sorts of expenses.

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EXISTING FIRE/EMS FACILITY DEFICIENCY ANALYSIS

In the following chapter the current level of service for Fire/EMS infrastructure is examined. The resulting impact fee is calculated based on the levels of service the City of Idaho Falls is providing to the existing demand. As a result, there is no existing deficiency between the level of service being provided to current residents and the level of service standard that is being assessed in the impact fee. Thus, no other revenues are required to address facility deficiencies.

FIRE/EMS SERVICE AREA

The City's previous and future capital planning and service levels for fire and EMS services are evaluated at a citywide basis. Additionally, the projects in the CIP provide a benefit to all future residents and business throughout the City. Thus, the service area for the Fire & EMS CIP and resulting impact fees is one citywide area.

However, the Idaho Falls Fire Department (IFFD) serves the entirety of the City, as well as areas outside the City. To determine the City's share of IFFD services, TischlerBise has used data on IFFD calls for service broken down by location. The data shows that the City of Idaho Falls was responsible for approximately 85 percent of IFFD calls for service. This information will be used to attribute the demand for fire department capital facilities to just the demand from the City of Idaho Falls.

Figure 54. Fire/EMS Calls for Service with City Limits

Station	2023 Total Calls	Idaho Falls Calls	% of Calls to Idaho Falls
Station 1	4,740	4,349	92%
Station 2	1,611	572	36%
Station 4	4,643	4,417	95%
Station 5	1,865	1,615	87%
Station 7	390	278	71%
Total	13,249	11,231	85%

Source: City of Idaho Falls Fire Department

COST ALLOCATION FOR FIRE/EMS INFRASTRUCTURE & SERVICE UNITS

Calls for service, shown in Figure 55, were used to allocate capital costs to residential and nonresidential development. The IFFD provided calls for service for the City and categorized the calls by housing type, development type, and traffic. Overall, there were 11,231 calls and the institutional development type was responsible for the largest share.

Figure 55. Calls for Service for Fire/EMS

Housing Type	Fire/EMS Calls
Single Family	3,377
Multifamily	1,268
Subtotal	4,645

Development Type	Fire/EMS Calls
Retail	1,020
Office	89
Industrial	61
Institutional	3,983
Subtotal	5,153
Traffic	1,433
Grand Total	11,231

Calls for service attributed to traffic were allocated to the different housing and nonresidential development types shown in Figure 55 based on the percentage share of base year vehicle trips of residential and nonresidential land uses. As shown in Figure 56, the single family housing type features the greatest share of vehicle trips (40 percent).

Figure 56. Base Year Vehicle Trips

Housing Type	Vehicle Trips	% of Total
Single Family	123,868	40%
Multifamily	23,630	8%
Subtotal	147,498	48%

Development Type	Vehicle Trips	% of Total
Retail	84,407	28%
Office	32,771	11%
Industrial	16,107	5%
Institutional	26,038	8%
Subtotal	159,323	52%
Grand Total	306,821	

The traffic calls are added to each land use based on its share of vehicle trips. For example, with 40 percent of the 1,433 traffic calls for service allocated to its total calls for service, the single family housing type's new calls for service for fire/EMS totals 3,956. As further shown in Figure 57, all 1,433 traffic calls for service are distributed between the other development types, based upon their share of projected base year vehicle trips.

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Figure 57. Calls for Service for Fire/EMS – Allocated

Housing Type	Fire/EMS Calls	% of Total
Single Family	3,956	35%
Multifamily	1,378	12%
Subtotal	5,334	47%

Development Type	Fire/EMS Calls	% of Total
Retail	1,414	13%
Office	242	2%
Industrial	136	1%
Institutional	4,105	37%
Subtotal	5,897	53%
Grand Total	11,231	100%

Fire/EMS service units from housing and nonresidential development is found by comparing call totals to the existing housing units or nonresidential floor area. For example, the demand factor from single family housing is 0.194 (3,956 calls for service / 20,340 base year housing units = 0.194 calls per housing unit, rounded).

Also, the data results in an average of 0.077 calls per person from residential development. This factor is used when determining call rates from housing units based on square footage of the dwelling unit.

Figure 58. Fire/EMS Demand Factors

Housing Type	Fire/EMS Calls	Housing Units	Calls per Housing Unit
Single Family	3,956	20,340	**0.194**
Multifamily	1,378	8,315	**0.166**

Development Type	Fire/EMS Calls	1,000 Sq. Ft.	Calls per 1,000 Sq. Ft.
Retail	1,414	6,002	**0.236**
Office	242	6,046	**0.040**
Industrial	136	6,615	**0.021**
Institutional	4,105	4,835	**0.849**

Housing Type	Fire/EMS Calls	Population	Calls per Person
All Residential	5,334	69,538	**0.077**

The CIP and associated impact fees address only the impacts of new development structure. Based on the Idaho Falls land use assumptions, no new agricultural uses will be allowed within the service area. Thus, there is no need to evaluate the cost of providing capital improvements to serve new agricultural land. Additionally, residential or nonresidential structures built on existing agricultural land will be assessed

based on the appropriate development type in the fee schedule. For those reasons, agriculture has been excluded from the tables.

The growth-related increase in calls for service can be estimated by applying the projected development over the next ten years (as detailed in Appendix C. Demographic Assumptions) and the call rates by development. Shown in Figure 59 there is an estimated increase of 2,695 annual calls for service over the next ten years, a 24 percent increase.

Figure 59. Projected Fire/EMS Calls for Service

Idaho Falls Fire/EMS Calls	Base Year 2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	10-Year Increase
Single Family	3,956	4,025	4,095	4,164	4,234	4,304	4,373	4,443	4,513	4,582	4,652	696
Multifamily	1,378	1,423	1,467	1,511	1,556	1,600	1,644	1,689	1,733	1,777	1,822	443
Subtotal	*5,334*	*5,448*	*5,562*	*5,676*	*5,790*	*5,904*	*6,018*	*6,132*	*6,246*	*6,360*	*6,474*	*1,140*
Retail	1,414	1,441	1,469	1,496	1,523	1,550	1,578	1,605	1,632	1,659	1,686	272
Office	242	247	252	257	262	267	272	277	282	287	292	50
Industrial	136	139	142	145	147	150	153	156	159	161	164	28
Institutional	4,105	4,225	4,346	4,466	4,587	4,707	4,828	4,948	5,069	5,189	5,310	1,205
Subtotal	*5,897*	*6,053*	*6,208*	*6,364*	*6,519*	*6,675*	*6,830*	*6,986*	*7,142*	*7,297*	*7,453*	*1,556*
Grand Total	11,231	11,501	11,770	12,040	12,309	12,579	12,848	13,118	13,387	13,657	13,926	2,695

To find fire/EMS service units by housing size, the calls for service per person (0.077) is combined with the PPHU. Further detail on PPHU by square footage of dwelling unit can be found in Appendix C. Demographic Assumptions. Listed in Figure 60 are the resulting calls for service by housing size.

Figure 60. Fire/EMS Residential Service Units by Square Footage of Dwelling Unit

Housing Type	Persons per Unit	Fire/EMS Calls per Unit
Residential (per housing unit by square footage)		
Under 1,000	0.99	**0.076**
1,000 to 1,499	1.51	**0.116**
1,500 to 1,999	2.05	**0.158**
2,000 to 2,499	2.44	**0.188**
2,500 to 2,999	2.76	**0.213**
3,000 to 3,499	3.03	**0.233**
3,500 to 3,999	3.25	**0.250**
4,000 to 4,499	3.45	**0.266**
4,500 to 4,999	3.63	**0.280**
5,000 or More	3.78	**0.291**

The determined consumption of system improvement by land use are found by comparing the fire/EMS calls per housing size and nonresidential development and system improvement levels of service calculated in the following section.

Figure 61. Fire/EMS Ratio of System Improvement Consumption by Land Use

	Fire		
Housing Size (dwelling sq. ft.)	Fire/EMS Calls per Housing Unit	Station Square Feet	Fire/EMS Vehicles
Under 1,000	0.076	0.2561	0.0001
1,000 to 1,499	0.116	0.3909	0.0002
1,500 to 1,999	0.158	0.5325	0.0003
2,000 to 2,499	0.188	0.6336	0.0003
2,500 to 2,999	0.213	0.7178	0.0004
3,000 to 3,499	0.233	0.7852	0.0004
3,500 to 3,999	0.250	0.8425	0.0004
4,000 to 4,499	0.266	0.8964	0.0005
4,500 to 4,999	0.280	0.9436	0.0005
5,000 or More	0.291	0.9807	0.0005

	Fire		
Development Type (per 1,000 sq. ft.)	Fire/EMS Calls per 1,000 Sq Ft	Station Square Feet	Fire/EMS Vehicles
Retail	0.236	0.7953	0.00041
Office/Service	0.040	0.1348	0.00007
Industrial	0.021	0.0708	0.00004
Institutional	0.849	2.8611	0.00146

FIRE/EMS LEVEL OF SERVICE AND COST ANALYSIS

Idaho Code § 67-8208(1)(c) requires a CIP to include:

> *An analysis of the total capacity, the level of current usage, and commitments for usage of capacity of existing capital improvements, which shall be prepared by a qualified professional planner or by a qualified engineer licensed to perform engineering services in this state.*

The following section details the level of service calculations and capital cost per person for each infrastructure category.

FIRE/EMS STATIONS

Listed in Figure 62, the IFFD occupies 47,475 square feet of station space. The floor area of each station is attributed to City demand based on the City's call demand, resulting in 38,366 square feet. The current level of service is found by comparing the attributed square feet to the total calls for service to Idaho Falls. As a result, there are 3.37 square feet per call (38,366 square feet / 11,376 calls for service = 3.37 square feet per call, rounded).

From recent construction bids for the future Station 6, the current fire/EMS station construction cost per square foot is found to be $405. The average cost per square foot is combined with the current levels of service to find the capital cost per demand unit. This results in a cost of $1,365 per call (3.37 square feet per call x $405 per square foot = $1,365 per call, rounded).

Figure 62. Fire/EMS Station Level of Service & Cost Analysis

Facility	Total Square Feet [1]	% of Calls to Idaho Falls [1]	Idaho Falls Square Feet
Station 1	19,286	92%	17,695
Station 2	6,744	36%	2,395
Station 4	9,618	95%	9,150
Station 5	4,543	87%	3,934
Station 7	7,284	71%	5,192
Total	**47,475**		**38,366**

Level-of-Service Standards	Square Feet
Share of Floor Area (sq. ft.)	38,366
Total Idaho Falls Fire/EMS Calls	11,376
Square Feet per Fire/EMS Call	**3.37**

Cost Analysis	Square Feet
Square Feet per Fire/EMS Call	3.37
Average Cost per Square Foot [2]	$405
Capital Cost per Fire/EMS Call	**$1,365**

[1] Source: Idaho Falls Fire Department
[2] Based on CIP and construction bid for Station 6

FIRE/EMS TRAINING FACILITIES

The City anticipates the need for an expanded training facility. However, design and engineering studies are needed to provide a facility plan. Such studies are anticipated to cost $80,000. The City has already collected $7,664 in impact fees for fire/EMS training facilities, thus, $72,336 remaining for the effort. The City plans to begin the facility planning in the next few years. The cost of growth is found by comparing the remaining cost with the 5-year increase in fire/EMS calls. As a result, there is a cost of $54 per call.

Figure 63. Fire/EMS Facilities Level of Service & Cost Analysis – Training Facilities

Fire Training Facility Design & Eng. Study	Existing Balance for Study	Remaining Cost
$80,000	$7,664	$72,336

Remaining Cost	5-Year Call Increase	Cost per Call
$72,336	1,348	**$54**

FIRE/EMS APPARATUS

As shown in Figure 64, there is a total of 24 units (ladder trucks, engines, ambulance) in the Fire/EMS Department. The units are attributed to City demand based on the specific call volume at each station. As a result, there are 19.5 units attributed to the City. The current level of service is found by dividing the share of the fleet by the total fire/EMS calls for service from the City of Idaho Falls. Resulting in 1.72 units per 1,000 fire/EMS call.

Based on the current replacement cost of the inventory ($12,168,235), the average cost per unit is $624,000. To find the capital cost per call, the vehicles per 1,000 fire/EMS call is combined with the average cost per unit. As a result, the capital cost per call is $1,073 (1.72 vehicles per 1,000 fire/EMS call x $624,000 per unit = $1,073 per call, rounded).

Figure 64. Fire/EMS Apparatus Level of Service & Cost Analysis

Vehicle Type	Total Units	Idaho Falls Units*	Cost per Vehicle [1]	City of Idaho Falls Replacement Cost
Ladder Truck	2	1.8	$2,150,000	$3,805,500
Engine	7	5.5	$930,000	$5,115,000
Ambulance	15	12.2	$265,338	$3,247,737
Total	**24**	**19.5**		**$12,168,237**

Level-of-Service Standards	Apparatus
Share of Vehicle Fleet	19.5
Total Idaho Falls Fire/EMS Calls	11,376
Units per 1,000 Fire/EMS Call	**1.72**

Cost Analysis	Apparatus
Units per 1,000 Fire/EMS Call	1.72
Average Cost per Unit	$624,000
Capital Cost per Fire/EMS Call	**$1,073**

[1] Source: Idaho Falls Fire Department
*Units attributed to Idaho Falls based on calls for service by fire station

SHARE OF THE DEVELOPMENT IMPACT FEE STUDY

In accordance with IDIFA (Idaho Code § 67-8208(1)), Idaho Falls is authorized to recover the cost of the impact fee study through the collection of future impact fees. The fire/EMS portion of the study is $16,883. An impact fee study must be completed every five years, so the attributed cost is compared to the five-year projected increase in calls for service. As a result, the cost per person is $13.

Figure 65. Fire/EMS Share of the Development Impact Fee Study

Impact Fee Study Fire Portion	5-Year Call Increase	Cost per Call
$16,883	1,348	**$13**

FIRE/EMS CAPITAL IMPROVEMENTS NEEDED TO SERVE GROWTH

Idaho Code §§ 67-8208(1)(f) to (h) requires a CIP to include:

- *A description of all system improvements and their costs necessitated by and attributable to new development in the service area based on the approved land use assumptions, to provide a level of service not to exceed the level of service adopted in the development impact fee ordinance;*

- *The total number of service units necessitated by and attributable to new development within the service area based on the approved land use assumptions and calculated in accordance with generally accepted engineering or planning criteria;*
- *The projected demand for system improvements required by new service units projected over a reasonable period of time not to exceed twenty (20) years;*

Needs due to future growth were calculated using the levels of service and cost factors for the infrastructure components. Growth-related needs are a projection of the amount of infrastructure and estimated costs over the next ten years needed to maintain levels of service.

The current levels of service are combined with the projected increase in calls for service to illustrate the need for new fire/EMS infrastructure. Shown in Figure 66, over the next ten years there is a need for 9,083 square feet of station space. The current cost per square foot is multiplied by the need to find the projected capital need from growth ($3.7 million).

Following the same approach there is a need for 4.6 new apparatus units with a current cost of $2.9 million. The projected growth-related cost at the current level of service is $6.6 million over the next ten years.

Figure 66. Projected Demand for Fire/EMS Infrastructure

Infrastructure	Level of Service		Demand Unit	Unit Cost
Fire & EMS Stations	3.37	Square Feet	per Calls for Service	$405
Fire & EMS Apparatus	1.72	Units	per 1,000 Calls for Service	$624,000

Growth-Related Need for Fire & EMS Facilities				
Year		Calls for Service	Total Station Square Feet	Total Apparatus
Base	2025	11,231	37,848	19.3
Year 1	2026	11,501	38,757	19.8
Year 2	2027	11,770	39,665	20.2
Year 3	2028	12,040	40,573	20.7
Year 4	2029	12,309	41,482	21.2
Year 5	2030	12,579	42,390	21.6
Year 6	2031	12,848	43,298	22.1
Year 7	2032	13,118	44,207	22.6
Year 8	2033	13,387	45,115	23.0
Year 9	2034	13,657	46,023	23.5
Year 10	2035	13,926	46,931	24.0
Ten-Year Increase		2,695	**9,083**	**4.6**
			$3,678,566	**$2,892,741**

Total Growth-Related Expenditures for Fire & EMS Facilities	$6,571,307

FIRE & EMS SYSTEM IMPROVEMENTS

The fire/EMS development impact fee is based on the current level of service for facilities and apparatus. To serve the projected growth at current levels of service, the City will need to add approximately 9,000 square feet of facility space and 4 fleet units. Listed in Figure 67 are the system improvements for fire/EMS infrastructure identified by Idaho Falls.

As noted in the figure, the projected impact fee revenue is anticipated to fund Fire Station #6, a portion of the Station #6 storage needs, the 4 additional fleet units, the training facility design plans, and future impact fee studies. However, a portion of the storage project and Fire Station #8 will not be able to be funded through impact fees over the next ten years. To fund these projects that go above and beyond the growth-related need at current level of service, the City will have to raise other revenues or delay the projects for when impact fee revenues are available.

The CIP will be reviewed annually to ensure the project list reflects growth trends and, at City Council discretion, the CIP can be revised. Through the impact fee adoption, the City is committing to continue the current level of service and City Council may replace projects on the list as long as it is consistent with the total expansion plan needed to accommodate future growth.

Figure 67. Fire/EMS 10-Year Growth-Related System Improvements

Idaho Falls Fire/EMS 10-Year Growth-Related Capital Improvement Plan						
Project	Year	Unit	Cost	Impact Fee Eligible	Proj. Impact Fee Revenue	Other Revenues
Fire Station #6 - Yellowstone & HWY26	2025	7,284 square feet	$2,950,000	$2,950,000	$2,950,000	$0
Station #6 Engine	2025	1 unit	$930,000	$930,000	$930,000	$0
Station #6 Ambulance	2025	1 unit	$265,338	$265,338	$265,338	$0
Station #6 Storage	2027	18,400 square feet	$2,000,000	$2,000,000	$834,000	$1,166,000
Training Facility Design & Engineering Study	2027	-	$80,000	$80,000	$80,000	$0
Fire Station #8 - TBD	2032	5,000-6,000 sq ft	$2,200,000	$2,200,000	$0	$2,200,000
Station #8 Engine	2032	1 unit	$930,000	$930,000	$930,000	$0
Station #8 Ambulance	2032	1 unit	$265,338	$265,338	$265,338	$0
Impact Fee Study Updates (2)	2030-2035	-	$33,765	$33,765	$33,765	$0
		Total	**$9,654,441**	**$9,654,441**	**$6,288,441**	**$3,366,000**

10-Year Impact Fee Eligible Costs	**$9,654,441**
Projected 10-Year Impact Fee Revenue	**$6,288,441**
Other Revenues	**$3,366,000**

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FIRE/EMS IMPACT FEE CREDIT ANALYSIS

Idaho Code §§ 67-8207(2)(h) and 67-8208(1)(b) required that impact fee calculations examine and account for funding of system improvements with non-impact fee revenue including:

> *The availability of other sources of funding system improvements including, but not limited to, user charges, general tax levies, intergovernmental transfers, and special taxation. The governmental entity shall develop a plan for alternative sources of revenue.*

The Fire/EMS growth-related CIP totals $9.7 million. Currently, there is $653,264 in the City's Fire/EMS Impact Fee Fund for future projects in the CIP. The fund balance accounts for 7 percent of the growth-related CIP. To ensure that future impact fees are only capturing the growth-related costs to the City's budget, the balance's percentage of the CIP is applied as a credit.

Figure 68. Fire/EMS Existing Impact Fee Fund Balance Credit

Idaho Falls Fire Department	
Available Impact Fee Fund Balance	$653,264
10-Year Vehicle Capital Improvement Plan	$9,654,441
Balance % of CIP Cost	**7%**

Besides the existing impact fee fund balance there are no other dedicated revenues for the fire/EMS growth-related CIP including previously issued bonds to fund infrastructure expansion. In this case, no other revenue credit is needed.

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FIRE/EMS INPUT VARIABLES AND DEVELOPMENT IMPACT FEES

Figure 69 provides a summary of the input variables (described in the chapter sections above) used to calculate the net cost per call for service resulting in $2,330 per call. The figure continues with the residential and nonresidential conversion tables for the maximum supportable fee amounts. The residential Fire/EMS Development Impact Fees are the product of service calls per housing unit by square footage of the dwelling unit multiplied by the total net capital cost per call. The nonresidential fees are the product of calls for service per 1,000 square feet multiplied by the net capital cost per call.

The fees represent the highest supportable amount for each type of applicable land use and new growth's fair share of the cost for capital facilities. The City may adopt fees that are less than the amounts shown. However, a reduction in impact fee revenue will necessitate an increase in other revenues, a decrease in planned capital expenditures, and/or a decrease in levels of service.

Figure 69. Fire/EMS Conversion Table & Maximum Supportable Impact Fees

Fee Component	Cost per Fire/EMS Call
Fire/EMS Stations	$1,365
Fire/EMS Training Facility	$54
Fire/EMS Vehicles and Apparatuses	$1,073
Impact Fee Study	$13
Gross Total	**$2,505**
Credit for Existing Fund Balance (7%)	**($175)**
Net Total	**$2,330**

Residential Conversion Table

Housing Size (dwelling sq. ft.)	Net Cost per Fire/EMS Call	Fire/EMS Calls per Housing Unit	Maximum Supportable Fee	Current Fee [1]	Change
Residential (per housing unit by square footage)					
Under 1,000	$2,330	0.076	**$177**	$314	($137)
1,000 to 1,499	$2,330	0.116	**$270**	$389	($119)
1,500 to 1,999	$2,330	0.158	**$368**	$389	($21)
2,000 to 2,499	$2,330	0.188	**$438**	$389	$49
2,500 to 2,999	$2,330	0.213	**$496**	$389	$107
3,000 to 3,499	$2,330	0.233	**$543**	$389	$154
3,500 to 3,999	$2,330	0.250	**$583**	$389	$194
4,000 to 4,499	$2,330	0.266	**$620**	$389	$231
4,500 to 4,999	$2,330	0.280	**$652**	$389	$263
5,000 or More	$2,330	0.291	**$678**	$389	$289

[1] Noted that the current fee listed for housing units less than 1,000 square feet is for multifamily development

Nonresidential Conversion Table

Development Type	Net Cost per Fire/EMS Call	Fire/EMS Calls per 1,000 Sq. Ft.	Maximum Supportable Fee	Current Fee	Change
Nonresidential (per 1,000 square feet)					
Retail	$2,330	0.236	**$550**	$347	$204
Office	$2,330	0.040	**$93**	$58	$35
Industrial	$2,330	0.021	**$49**	$28	$21
Institutional	$2,330	0.849	**$1,978**	$1,252	$726

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CASH FLOW PROJECTIONS FOR FIRE/EMS MAXIMUM SUPPORTABLE IMPACT FEE

This section summarizes the potential cash flow to the City of Idaho Falls if the fire/EMS development impact fee is implemented at the maximum supportable amounts. The cash flow projections are based on the assumptions detailed in this chapter and the development projections discussed in Appendix C. Demographic Assumptions. Since the residential fee schedule structure has been adjusted to account for square footage, the fee amounts used in the revenue projections are based on PPHU averages for single family and multifamily units in Idaho Falls.

At the top of Figure 70 are the growth-related cost by infrastructure type over the next ten years, totaling $6.3 million. Shown at the bottom of the figure, the maximum supportable impact fee is estimated to cover 94 percent of growth-related capital costs. The gap in funding is the result of the credit due to existing impact fee monies already collected. Under the incremental expansion approach fee revenue will match the growth-related needs over the next ten years. In the case that growth is slower than projected development, revenue collection will be lower but so will the growth-related need to expand infrastructure.

Figure 70. Cash Flow Summary for Fire/EMS Maximum Supportable Impact Fees

Infrastructure Costs for Fire/EMS Facilities

	Total Cost	Growth Cost
Fire/EMS Stations	$3,678,566	$3,678,566
Fire/EMS Training Facility	$80,000	$72,336
Fire/EMS Vehicles and Apparatuses	$2,892,741	$2,892,741
Impact Fee Study	$33,765	$33,765
Total Expenditures	**$6,685,072**	**$6,677,408**

Projected Development Impact Fee Revenue

Year		Single Family $495 per unit	Multifamily $332 per unit	Retail $550 per KSF	Office $93 per KSF	Industrial $49 per KSF	Institutional $1,978 per KSF
		Housing Units	Housing Units	KSF	KSF	KSF	KSF
Base	2025	20,340	8,315	6,002	6,046	6,615	4,835
Year 1	2026	20,699	8,582	6,117	6,172	6,747	4,977
Year 2	2027	21,058	8,849	6,232	6,298	6,880	5,119
Year 3	2028	21,417	9,116	6,348	6,424	7,013	5,261
Year 4	2029	21,776	9,383	6,463	6,549	7,146	5,403
Year 5	2030	22,135	9,650	6,578	6,675	7,279	5,545
Year 6	2031	22,494	9,917	6,694	6,801	7,411	5,687
Year 7	2032	22,853	10,184	6,809	6,926	7,544	5,829
Year 8	2033	23,212	10,451	6,924	7,052	7,677	5,971
Year 9	2034	23,571	10,718	7,040	7,178	7,810	6,113
Year 10	2035	23,930	10,985	7,155	7,304	7,943	6,255
Ten-Year Increase		3,590	2,670	1,153	1,257	1,328	1,420
Projected Revenue		$1,777,050	$886,440	$634,246	$116,922	$65,080	$2,807,933

Projected Revenue	**$6,288,000**
Total Expenditures	**$6,677,000**
Non-Impact Fee Funding	**$389,000**

PROPORTIONATE SHARE ANALYSIS

Development impact fees for the City of Idaho Falls are based on reasonable and fair formulas or methods. The fees do not exceed a proportionate share of the costs incurred or to be incurred by the City in the provision of system improvements to serve new development. The City will fund non-growth-related improvements with non-development impact fee funds as it has in the past. As specified in IDIFA (Idaho Code § 67-8207), several factors must be evaluated in the development impact fee study and are discussed below.

1) The development impact fees for the City of Idaho Falls are based on new growth's share of the costs of previously built projects along with planned public facilities as provided by the City of Idaho Falls. Projects are included in the City's capital improvements plan and will be included in annual capital budgets.
2) TischlerBise estimated development impact fee revenue based on the maximum supportable development impact fees for the one, citywide service area; results are shown in the cash flow analyses in this report. Development impact fee revenue will entirely fund growth-related improvements less funding from other sources (i.e., federal and state grants).
3) TischlerBise has evaluated the extent to which new development may contribute to the cost of public facilities.
4) The relative extent to which properties will make future contributions to the cost of existing public facilities has also been evaluated in regard to existing debt.
5) The City will evaluate the extent to which newly developed properties are entitled to a credit for system improvements that have been provided by property owners or developers. These "site-specific" credits will be available for system improvements identified in the annual capital budget and long-term Capital Improvements Plan. Administrative procedures for site-specific credits should be addressed in the development impact fee ordinance.
6) Extraordinary costs, if any, in servicing newly developed properties should be addressed through administrative procedures that allow independent studies to be submitted to the City. These procedures should be addressed in the development impact fee ordinance. One service area represented by the City of Idaho Falls is appropriate for the fees herein.
7) The time-price differential inherent in fair comparisons of amounts paid at different times has been addressed. All costs in the development impact fee calculations are given in current dollars with no assumed inflation rate over time. Necessary cost adjustments can be made as part of the annual evaluation and update of development impact fees.

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DEFINITIVE AND CONVERSION TABLES

In compliance with IDIFA (Idaho Code § 67-8208(1)(e)), the analyses set out in the chapters above are summarized in the following definitive and conversion tables. Figure 71 mirrors information presented in the analysis chapters and represents the CIP's definitive table. The reader should refer to the applicable impact fee analysis chapter for details on the analysis. Note that the figure continues on the next four pages.

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Figure 71. Idaho Falls CIP Definitive and Conversion Table

Parks & Recreation				
LOS: Infrastructure per Person		**0.00574**	**0.00206**	**0.0002**
Housing Size (dwelling sq. ft.)	**Persons per Housing Unit**	**Community Park Acres**	**Community Park Amenities**	**Civic Park Amenities**
Under 1,000	0.99	0.0057	0.0020	0.0002
1,000 to 1,499	1.51	0.0087	0.0031	0.0003
1,500 to 1,999	2.05	0.0118	0.0042	0.0004
2,000 to 2,499	2.44	0.0140	0.0050	0.0005
2,500 to 2,999	2.76	0.0158	0.0057	0.0006
3,000 to 3,499	3.03	0.0174	0.0062	0.0006
3,500 to 3,999	3.25	0.0187	0.0067	0.0007
4,000 to 4,499	3.45	0.0198	0.0071	0.0007
4,500 to 4,999	3.63	0.0208	0.0075	0.0007
5,000 or More	3.78	0.0217	0.0078	0.0008

Parks & Recreation				
Development Type (per 1,000 sq. ft.)	**Service Units**	**Community Park Acres**	**Community Park Amenities**	**Civic Park Amenities**
Retail	n/a	n/a	n/a	n/a
Office/Service	n/a	n/a	n/a	n/a
Industrial	n/a	n/a	n/a	n/a
Institutional	n/a	n/a	n/a	n/a

Fee Component	**Land Cost per Person**	**Park Amenity Cost per Person**	
Community Parks	$344	$233	
Civic Parks	-	$13	***Total per Person***
Impact Fee Study	-	$2	
Gross Total	**$344**	**$248**	***$592***
Credit for Fund Balance (11.5%)	**($40)**	**($29)**	***($69)***
Net Total	**$304**	**$219**	***$523***

Residential Conversion Table

Housing Size (dwelling sq. ft.)	**Net Total Cost per Person**	**Persons per Housing Unit**	**Maximum Supportable Fee**
Residential (per housing unit by square footage)			
Under 1,000	$523	0.99	**$518**
1,000 to 1,499	$523	1.51	**$790**
1,500 to 1,999	$523	2.05	**$1,072**
2,000 to 2,499	$523	2.44	**$1,276**
2,500 to 2,999	$523	2.76	**$1,443**
3,000 to 3,499	$523	3.03	**$1,585**
3,500 to 3,999	$523	3.25	**$1,700**
4,000 to 4,499	$523	3.45	**$1,804**
4,500 to 4,999	$523	3.63	**$1,898**
5,000 or More	$523	3.78	**$1,977**

Transportation	
Housing Size (dwelling sq. ft.)	**Vehicle Miles of Travel**
Under 1,000	8.61
1,000 to 1,499	12.40
1,500 to 1,999	16.30
2,000 to 2,499	19.22
2,500 to 2,999	21.54
3,000 to 3,499	23.48
3,500 to 3,999	25.14
4,000 to 4,499	26.59
4,500 to 4,999	27.87
5,000 or More	29.02

Transportation	
Development Type (per 1,000 sq. ft.)	**Vehicle Miles of Travel**
Retail	22.08
Office/Service	12.93
Industrial	5.81
Institutional	12.85

Fee Component	Cost per VMT
Arterial Roadway Expansion	$150.16
Impact Fee Study	$0.19
Gross Total	$150.35
Net Total	**$150.35**

Residential Conversion Table

Housing Size (dwelling sq. ft.)	Net Cost per VMT	Vehicle Miles of Travel (VMT)	Maximum Supportable Fee
Residential (per housing unit by square footage)			
Under 1,000	$150.35	8.61	**$1,295**
1,000 to 1,499	$150.35	12.40	**$1,864**
1,500 to 1,999	$150.35	16.30	**$2,451**
2,000 to 2,499	$150.35	19.22	**$2,890**
2,500 to 2,999	$150.35	21.54	**$3,239**
3,000 to 3,499	$150.35	23.48	**$3,530**
3,500 to 3,999	$150.35	25.14	**$3,780**
4,000 to 4,499	$150.35	26.59	**$3,998**
4,500 to 4,999	$150.35	27.87	**$4,190**
5,000 or More	$150.35	29.02	**$4,363**

Nonresidential Conversion Table

Development Type	Net Cost per VMT	Vehicle Miles of Travel (VMT)	Maximum Supportable Fee
Nonresidential (per 1,000 square feet)			
Retail	$150.35	22.08	**$3,320**
Office/Service	$150.35	12.93	**$1,944**
Industrial	$150.35	5.81	**$874**
Institutional	$150.35	12.85	**$1,932**

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Police			
LOS: Infrastructure per Person		0.298	0.00076
Housing Size (dwelling sq. ft.)	Persons per Housing Unit	Station Square Feet	Police Vehicles
Under 1,000	0.99	0.2950	0.0008
1,000 to 1,499	1.51	0.4500	0.0011
1,500 to 1,999	2.05	0.6109	0.0016
2,000 to 2,499	2.44	0.7271	0.0019
2,500 to 2,999	2.76	0.8225	0.0021
3,000 to 3,499	3.03	0.9029	0.0023
3,500 to 3,999	3.25	0.9685	0.0025
4,000 to 4,499	3.45	1.0281	0.0026
4,500 to 4,999	3.63	1.0817	0.0028
5,000 or More	3.78	1.1264	0.0029

Police			
LOS: Infrastructure per Veh. Trip		0.106	0.00032
Development Type (per 1,000 sq. ft.)	Vehicle Trips per	Station Square Feet	Police Vehicles
Retail	14.06	1.4908	0.0045
Office/Service	5.42	0.5745	0.0017
Industrial	2.44	0.2581	0.0008
Institutional	5.39	0.5708	0.0017

Fee Component	Cost per Person	Cost per Nonres. Vehicle Trip
Police Station	$232.79	$93.09
Police Vehicles	$72.20	$30.40
Impact Fee Study	$1.16	$0.49
Gross Total	**$306.15**	**$123.98**
Credit for Future Debt Payments	**($111.69)**	**($46.21)**
Existing Balance for Vehicles (8%)	**($5.78)**	**($2.43)**
Net Total	**$188.68**	**$75.34**

Residential Conversion Table

Housing Size (dwelling sq. ft.)	Net Cost per Person	Persons per Housing Unit	Maximum Supportable Fee
Residential (per housing unit by square footage)			
Under 1,000	$188.68	0.99	**$187**
1,000 to 1,499	$188.68	1.51	**$285**
1,500 to 1,999	$188.68	2.05	**$387**
2,000 to 2,499	$188.68	2.44	**$460**
2,500 to 2,999	$188.68	2.76	**$521**
3,000 to 3,499	$188.68	3.03	**$572**
3,500 to 3,999	$188.68	3.25	**$613**
4,000 to 4,499	$188.68	3.45	**$651**
4,500 to 4,999	$188.68	3.63	**$685**
5,000 or More	$188.68	3.78	**$713**

Nonresidential Conversion Table

Development Type	Net Cost per Vehicle Trip	Vehicle Trips per 1,000 Sq. Ft.	Maximum Supportable Fee
Nonresidential (per 1,000 square feet)			
Retail	$75.34	14.06	**$1,060**
Office	$75.34	5.42	**$408**
Industrial	$75.34	2.44	**$183**
Institutional	$75.34	5.39	**$406**

Fire			
LOS: Infrastructure per Call		3.37	0.00172
Housing Size (dwelling sq. ft.)	Fire/EMS Calls per	Station Square Feet	Fire/EMS Vehicles
Under 1,000	0.076	0.2561	0.0001
1,000 to 1,499	0.116	0.3909	0.0002
1,500 to 1,999	0.158	0.5325	0.0003
2,000 to 2,499	0.188	0.6336	0.0003
2,500 to 2,999	0.213	0.7178	0.0004
3,000 to 3,499	0.233	0.7852	0.0004
3,500 to 3,999	0.250	0.8425	0.0004
4,000 to 4,499	0.266	0.8964	0.0005
4,500 to 4,999	0.280	0.9436	0.0005
5,000 or More	0.291	0.9807	0.0005

Fire			
LOS: Infrastructure per Call		3.37	0.00172
Development Type (per 1,000 sq. ft.)	Fire/EMS Calls per 1,000 Sq Ft	Station Square Feet	Fire/EMS Vehicles
Retail	0.236	0.7953	0.00041
Office/Service	0.040	0.1348	0.00007
Industrial	0.021	0.0708	0.00004
Institutional	0.849	2.8611	0.00146

Fee Component	Cost per Fire/EMS Call
Fire/EMS Stations	$1,365
Fire/EMS Training Facility	$54
Fire/EMS Vehicles and Apparatuses	$1,073
Impact Fee Study	$13
Gross Total	**$2,505**
Credit for Existing Fund Balance (7%)	**($175)**
Net Total	**$2,330**

Residential Conversion Table

Housing Size (dwelling sq. ft.)	Net Cost per Fire/EMS Call	Fire/EMS Calls per Housing Unit	Maximum Supportable Fee
Residential (per housing unit by square footage)			
Under 1,000	$2,330	0.076	**$177**
1,000 to 1,499	$2,330	0.116	**$270**
1,500 to 1,999	$2,330	0.158	**$368**
2,000 to 2,499	$2,330	0.188	**$438**
2,500 to 2,999	$2,330	0.213	**$496**
3,000 to 3,499	$2,330	0.233	**$543**
3,500 to 3,999	$2,330	0.250	**$583**
4,000 to 4,499	$2,330	0.266	**$620**
4,500 to 4,999	$2,330	0.280	**$652**
5,000 or More	$2,330	0.291	**$678**

Nonresidential Conversion Table

Development Type	Net Cost per Fire/EMS Call	Fire/EMS Calls per 1,000 Sq. Ft.	Maximum Supportable Fee
Nonresidential (per 1,000 square feet)			
Retail	$2,330	0.236	**$550**
Office	$2,330	0.040	**$93**
Industrial	$2,330	0.021	**$49**
Institutional	$2,330	0.849	**$1,978**

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IMPLEMENTATION AND ADMINISTRATION

IDIFA requires jurisdictions to form a Development Impact Fee Advisory Committee. Idaho Code § 67-8205. The committee must have at least five members with a minimum of two members active in the business of real estate, building, or development. The committee acts in an advisory capacity and is tasked to do the following:

- Assist the governmental entity in adopting land use assumptions;
- Review the capital improvements plan, and proposed amendments, and file written comments;
- Monitor and evaluate implementation of the capital improvements plan;
- File periodic reports, at least annually, with respect to the capital improvements plan and report to the governmental entity any perceived inequities in implementing the plan or imposing the development impact fees; and
- Advise the governmental entity of the need to update or revise land use assumptions, the capital improvements plan, and development impact fees.

Per the above, the City formed a Development Impact Fee Advisory Committee (DIFAC). TischlerBise and City staff met with the DIFAC during the process and provided information on land use assumptions, level of service and cost assumptions, and draft development impact fee schedules. This report reflects comments and feedback received from the DIFAC.

The City must develop and adopt a CIP that includes those improvements for which fees were developed. IDIFA defines a capital improvement as an "improvement with a useful life of ten years or more, by new construction or other action, which increases the service capacity of a public facility." Requirements for the CIP are outlined in Idaho Code § 67-8208. Certain procedural requirements must be followed for adoption of the CIP and the development impact fee ordinance. Requirements are described in detail in Idaho Code § 67-8206. The City has a CIP that meets the above requirements.

TischlerBise recommends that development impact fees be updated annually to reflect recent data. One approach is to adjust for inflation in construction costs by means of an index like the RSMeans or Engineering News Record (ENR). This index can be applied against the calculated development impact fee. If cost estimates change significantly the City should evaluate an adjustment to the CIP and development impact fees.

Idaho's enabling legislation requires an annual development impact fees report that accounts for fees collected and spent during the preceding year (Idaho Code § 67-8210). Development impact fees must be deposited in interest-bearing accounts earmarked for the associated capital facilities as outlined in capital improvements plans. Also, fees must be spent within eight years of when they are collected (on a first in, first out basis) unless the local governmental entity identifies in writing (a) a reasonable cause why the fees should be held longer than eight years; and (b) an anticipated date by which the fees will be expended but in no event greater than eleven years from the date they were collected.

Credits must be provided for in accordance with Idaho Code § Section 67-8209 regarding site-specific credits or developer reimbursements for system improvements that have been included in the development impact fee calculations. Project improvements normally required as part of the development approval process are not eligible for credits against development impact fees. Specific policies and procedures related to site-specific credits or developer reimbursements for system improvements should be addressed in the ordinance that establishes the City's fees.

The general concept is that developers may be eligible for site-specific credits or reimbursements only if they provide system improvements that have been included in CIP and development impact fee calculations. If a developer constructs a system improvement that was included in the fee calculations, it is necessary to either reimburse the developer or provide a credit against the fees in the area that benefits from the system improvement. The latter option is more difficult to administer because it creates unique fees for specific geographic areas. Based on TischlerBise's experience, it is better for a reimbursement agreement to be established with the developer that constructs a system improvement. For example, if a developer elects to construct a system improvement, then a reimbursement agreement can be established to payback the developer from future development impact fee revenue. The reimbursement agreement should be based on the actual documented cost of the system improvement, if less than the amount shown in the CIP. However, the reimbursement should not exceed the CIP amount that has been used in the development impact fee calculations.

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APPENDIX A. DEVELOPMENT TYPE DEFINITIONS

RESIDENTIAL DEVELOPMENT

As discussed below, residential development categories are based on data from the U.S. Census Bureau, American Community Survey.

Single Family Units:

- Single family detached is a one-unit structure detached from any other house, that is, with open space on all four sides. Such structures are considered detached even if they have an adjoining shed or garage. A one-family house that contains a business is considered detached as long as the building has open space on all four sides.
- Single family attached (townhouse) is a one-unit structure that has one or more walls extending from ground to roof separating it from adjoining structures. In row houses (sometimes called townhouses), double houses, or houses attached to nonresidential structures, each house is a separate, attached structure if the dividing or common wall goes from ground to roof.
- Mobile home includes both occupied and vacant mobile homes, to which no permanent rooms have been added. Mobile homes used only for business purposes or for extra sleeping space and mobile homes for sale on a dealer's lot, at the factory, or in storage are not counted in the housing inventory.

Multifamily Units:

- 2+ units (duplexes and apartments) are units in structures containing two or more housing units, further categorized as units in structures with "2, 3 or 4, 5 to 9, 10 to 19, 20 to 49, and 50 or more apartments."
- Boat, RV, Van, etc. includes any living quarters occupied as a housing unit that does not fit the other categories (e.g., houseboats, railroad cars, campers, and vans). Recreational vehicles, boats, vans, railroad cars, and the like are included only if they are occupied as a current place of residence.

The Idaho Falls City Council and Development Impact Fee Advisory Committee have both requested that the residential impact fee schedule be changed from assessing the fee by housing type to the square footage of the housing unit. The revisions moves the assessment from two housing types (single family and multifamily) to ten size groupings. This report establishes the service units by size groupings with local census data and analysis can be found on page 100. This approach further builds on the proportionately of the existing fee schedule.

The City Council has defined the square footage to be used in the assessment of the fee as the climate-controlled square footage of the structure. The City has determined that unfinished basements should be included in the square footage calculation for impact fee assessment. This decision was made with the consideration that unfinished basements in Idaho Falls tend to become finished basements over time, often including bedrooms which would indicate an addition to the service units being generated by that housing unit. However, many basements are finished without building permits, creating enforcement challenges and unfairness and excluding unfinished basements would penalize those who comply with

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permit requirements while rewarding those who do not comply. In other words, the City does not wish to discourage residents from improving their homes or create incentives to avoid building permits and assessing the impact fee when the initial construction is most equitable.

The residential square footage excludes attics, crawl spaces, automobile garages, and accessory storage structures that are not climate controlled. Basements, which are necessarily heated to avoid freezing of pipes, are included in the residential square footage.

This approach ensures the "rough proportionality" as required by IDIFA and constitutional standards, recognizing that unfinished spaces typically generate future demand for City services. The City has exercised its judgment and discretion in determining to include all habitable space in the square footage calculation to maintain fairness and administrative efficiency.

NONRESIDENTIAL DEVELOPMENT CATEGORIES

Nonresidential development categories used throughout this study are based on land use classifications from the book *Trip Generation* (ITE, 2021).

Retail: Establishments primarily selling merchandise, eating/drinking places, and entertainment uses. By way of example, *Retail* includes shopping centers, supermarkets, pharmacies, restaurants, bars, nightclubs, automobile dealerships, movie theaters, and lodging (hotel/motel).

Office: Establishments providing management, administrative, professional, or business services. By way of example, *Office* includes banks, business offices, medical offices, and veterinarian clinics.

Industrial: Establishments primarily engaged in the production and transportation of goods. By way of example, *Industrial* includes manufacturing plants, trucking companies, and warehousing facilities.

Institutional: Public and quasi-public buildings providing educational, social assistance, or religious services. By way of example, *Institutional* includes schools, daycare facilities, and health care facilities.

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APPENDIX B. LAND USE ASSUMPTIONS

IDIFA requires that a CIP include a "description of the land use assumptions by the government entity." Idaho Code § 67-8208(1)(d). IDIFA defines land use assumptions as "a description of the service area and projections of land uses, densities, intensities, and population in the service area over at least a twenty (20) year period." Idaho Code § 67-8203(16)

First, the service area for this CIP and the resulting impact fees is the entire City of Idaho Falls boundary. In other cases when a CIP addresses a larger geographies (i.e., a county) multiple services areas may be included to ensure there is a nexus between the fee collection and infrastructure projects being funded by the revenue. However, all the infrastructure being funded by the Idaho Falls impact fees are providing a citywide benefit. Thus, there is no need to establish smaller service areas in this CIP.

Second, IDIFA in essence requires a City to establish underlying demographic and developmental assumptions that form the basis for long term (20+ years) growth projections that drive the need for capital improvements to serve that growth. The CIP is based on and consistent with the land use assumptions set out in the following planning documents:

- **Idaho Falls Comprehensive Plan (2021)** - The City's Comprehensive Plan reflects its long-term vision for Idaho Falls. It includes an analysis of population trends and projections covering a 90-year period (1940 to 2030) (pp. 57). The Comprehensive Plan references and connects to the City's IDIFA-based impact fee planning process (pp. 45, 52, 83, 101, 205, 231, and 239).
- **Future Land Use Map** - The Future Land Use Map divides the City into areas reflecting the type of anticipated development (industrial, suburban, urban core, parks, etc.). Note that the map includes no areas whose future use is designated as agricultural, even within the area of impact. The map is set out and discussed at pp. 71-73 of Comprehensive Plan.
- **Idaho Falls's Zoning Ordinance** – Establishes the land use zones and zoning map.
- **Idaho Falls Parks & Recreation Comprehensive & Strategic Master Plan (2020)** – A guide for future acquisition and development of Parks & Recreation facilities for the next 20 years that incorporates results from public survey and participation.
- **Idaho Falls Strategic Plan Framework (Draft for Review) (December 2020)** – Similar to the Comprehensive Plan, the Strategic Plan captures the community's vison for Idaho Falls.
- **Bonneville Metropolitan Planning Organization (MPO) 2040 Long Range Transportation Plan (May 18, 2016) ("2040 Transportation Plan")** - The 2040 Transportation Plan evaluates existing and future multi-modal transportation deficiencies over a 24-year planning horizon throughout Bonneville County including the City of Idaho Falls.

In sum, these land use assumptions envision that the City will soon be entirely urbanized within its boundaries, with a mix of uses identified in the Future Land Use Map. The City's population, size, and resulting demand for governmental services will continue to increase along the trajectory described in the Comprehensive Plan with an annual population increase ranging from 1.4 to 7 percent.

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APPENDIX C. DEMOGRAPHIC ASSUMPTIONS

IDIFA's requirement to identify "land use assumptions" (see Appendix B. Land Use Assumptions) includes a reference to "densities, intensities, and population." Idaho Code § 67-8203(16). These demographic assumptions play a key role in impact fee calculations. Demographic assumptions used in this impact fee analysis are described below.

The following estimates and projections are used in the study's calculations and to illustrate the possible future pace of service demands on the City's infrastructure. Furthermore, the chapter demonstrates the history of development and base year development levels in Idaho Falls. The demographic assumptions are used in the impact fee calculations to determine current and future levels of service.

This chapter includes discussion and findings on:

- Household/housing unit size
- Residential Building Permits
- Current population and housing unit estimates
- Residential projections
- Current employment and nonresidential floor area estimates
- Nonresidential projections
- Functional population
- Vehicle trip generation and projections
- Residential demand factors by square footage of dwelling

Note: calculations throughout this chapter are based on an analysis conducted using Excel software. Results are discussed in the chapter using one-and two-digit places (in most cases), which represent rounded figures. However, the analysis itself uses figures carried to their ultimate decimal places; therefore, the sums and products generated in the analysis may not equal the sum or product if the reader replicates the calculation with the factors shown in the report (due to the rounding of figures shown, not in the analysis).

POPULATION AND HOUSING CHARACTERISTICS

Impact fees often use per capita standards and persons per housing unit or persons per household to derive proportionate share fee amounts. Housing types have varying household sizes and, consequently, a varying demand on City infrastructure and services. Thus, it is important to differentiate between housing types and size.

When persons per housing unit (PPHU) is used in the development impact fee calculations, infrastructure standards are derived using year-round population. In contrast, when persons per household (PPHH) is used in the development impact fee calculations, the fee methodology assumes all housing units will be occupied, thus requiring seasonal or peak population to be used when deriving infrastructure standards.

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Thus, TischlerBise recommends that fees for residential development in Idaho Falls be imposed according to persons per housing unit.

Based on housing characteristics, TischlerBise recommends using two housing unit categories for the Impact Fee study: (1) Single Family and (2) Multifamily. Each housing type has different characteristics which results in a different demand on City facilities and services. Figure 72 shows the US Census American Community Survey 2023 5-Year Estimates data for the City of Idaho Falls. Single family units have a household size of 2.76 persons and multifamily units have a household size of 1.85 persons. The PPHU factors are similar to the factors found during the previous Idaho Falls impact fee study (2021).

The estimates in Figure 72 are for household size calculations. Base year population and housing units are estimated with another, more recent data source.

Figure 72. Persons per Housing Unit

Housing Type	Persons	Housing Units	Persons per Housing Unit	Households	Persons per Household	Housing Unit Mix
Single Family [1]	52,884	19,148	**2.76**	18,286	2.89	74%
Multifamily [2]	12,457	6,741	**1.85**	5,930	2.10	26%
Total	65,341	25,889	**2.52**	24,216	2.70	

[1] Includes attached and detached single family homes and mobile homes
[2] Includes structures with 2+ units
Source: U.S. Census Bureau, 2023 American Community Survey 5-Year Estimates

RESIDENTIAL BUILDING PERMITS

The City provided residential building permit data for single family and multifamily housing units over the previous five years, from 2020 to 2024. Attached housing is considered single family housing in the residential building permit data. In 2021, there was a spike in development compared to previous years (based on the previous impact fee study there was an annual average of 349 housing units). However, housing development in 2023 exceed the spike and in 2024 building permits doubled the 2021 activity.

Overall, there has been an average annual growth of 788 housing units (Figure 73). This is over double the annual average found in the previous impact fee study (349 units). In recent years there has been a noticeable uptick in multifamily construction, representing nearly 50 percent of housing development.

Following the approach applied in the previous impact fee study, building permit data is used for residential growth projections. However, it may be too ambitious to assume that the 5-year average will continue since it includes an outlier of growth in 2024. In this case, the annual average without 2024 is assumed to continue, 359 single family units and 267 multifamily units.

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Figure 73. Residential Building Permits Issued

Housing Type	2020	2021	2022	2023	2024	Total	5-Year Average	Average w/o 2024
Single Family [1]	360	532	326	217	661	2,096	419	359
Multifamily	126	239	95	607	780	1,847	369	267
Total	486	771	421	824	1,441	3,943	788	626

Source: City of Idaho Falls
[1] Single Family building permits include attached housing units

BASE YEAR POPULATION AND HOUSING UNITS

The base year (2025) population and housing units are found by comparing the 2021 estimates from the previous impact fee study and residential development since 2021. To begin, in 2021 there was an estimated 63,473 residents and 25,968 housing units. Since 2021 there have been 1,204 single family and 1,482 multifamily units constructed. Based on PPHU factors, the housing development results in 6,065 net new residents to Idaho Falls. As a result, the base year population is estimated to be 69,538 and 28,654 housing units.

Figure 74. Base Year Population and Housing Units

Idaho Falls, ID	2021 [1]	Net New Since 2021 [2]	Base Year 2025
Population	63,473	6,065	69,538
Housing Units			
Single Family	19,136	1,204	20,340
Multifamily	6,833	1,482	8,315
Total Housing Units	25,968	2,686	28,654

[1] TischlerBise 2021 Idaho Falls impact fee study
[2] Building permit data; Net new population is found by combining the net new housing units and PPHU factors.

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RESIDENTIAL PROJECTIONS

As noted, following the approach used in the previous impact fee study, the building permit annual average without the outlier in 2024 is assumed to continue over the next ten years. Population growth is based on persons per housing unit factors and housing development. Shown in Figure 75, an annual growth rate of about 2 percent, 21.4 percent over the next ten years. As a result, an increase of 14,848 residents and 6,260 housing units are assumed over that time period. Single family development accounts for approximately 57 percent of the total housing growth.

Figure 75. Residential Development Projections

Idaho Falls, ID	Base Year 2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	Total Increase
Population [1]	69,538	71,022	72,507	73,992	75,477	76,962	78,446	79,931	81,416	82,901	84,386	**14,848**
Percent Increase		*2.1%*	*2.1%*	*2.0%*	*2.0%*	*2.0%*	*1.9%*	*1.9%*	*1.9%*	*1.8%*	*1.8%*	*21.4%*
Housing Units [2]												
Single Family	20,340	20,699	21,058	21,417	21,776	22,135	22,494	22,853	23,212	23,571	23,930	**3,590**
Multifamily	8,315	8,582	8,849	9,116	9,383	9,650	9,917	10,184	10,451	10,718	10,985	**2,670**
Total Housing Units	28,654	29,280	29,906	30,532	31,158	31,784	32,410	33,036	33,662	34,288	34,914	**6,260**

[1] Population growth is based on housing development and persons per housing unit factors
[2] The building permit annual average without 2024 is assumed to continue over the next ten years

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CURRENT EMPLOYMENT AND NONRESIDENTIAL FLOOR AREA

The impact fee study will include nonresidential development as well. Estimates from the previous impact fee study (2021) are combined with commercial development since 2021. To begin, in 2021 there was an estimated 53,959 jobs and 22.3 million square feet of nonresidential floor area (Figure 76). Since 2021 there has been 334,000 retail square feet, 202,000 office square feet, 591,000 industrial square feet, and 52,000 institutional square feet constructed. Based on employee density factors (Figure 77), the commercial development results in 2,442 net new jobs to Idaho Falls. As a result, base year employment is estimated to be 56,404.

Figure 76. Base Year Employment by Industry

Idaho Falls, ID	2021 [1]	Net New Since 2021 [2]	Base Year 2025
Jobs			
Retail	13,281	709	13,990
Office	17,354	659	18,013
Industrial	9,796	928	10,724
Institutional	13,528	149	13,677
Total Jobs	**53,959**	**2,445**	**56,404**
Floor Area (1,000 Square Feet)			
Retail	5,668	334	6,002
Office	5,844	202	6,046
Industrial	6,024	591	6,615
Institutional	4,783	52	4,835
Total KSF	**22,319**	**1,179**	**23,498**

[1] TischlerBise 2021 Idaho Falls impact fee study
[2] Net new square footage is from building permit data; Net new jobs is found by combining the net new square foot and employee density factors (ITE, 2021)

The base year nonresidential floor area for the industry sectors is calculated with the Institution of Transportation Engineers' (ITE) square feet per employee averages, Figure 77. For Retail the Shopping Center factors are used; for Office the General Office factors are used; for Industrial the Light Industrial factors are used; for Institutional the Hospital factors are used.

Figure 77. Institute of Transportation Engineers (ITE) Employment Density Factors

Industry	ITE Code	Land Use	Demand Unit	Emp Per Dmd Unit	Sq Ft Per Emp
Retail	820	Shopping Center	1,000 Sq Ft	2.12	471
Office	710	General Office	1,000 Sq Ft	3.26	307
Industrial	110	Light Industrial	1,000 Sq Ft	1.57	637
Institutional	610	Hospital	1,000 Sq Ft	2.86	350

Source: Trip Generation, Institute of Transportation Engineers, 11th Edition (2021)

NONRESIDENTIAL PROJECTIONS

The Bonneville MPO traffic analysis zone (TAZ) model provides employment projections for small areas within Idaho Falls for 2035 and 2050. By using GIS software, the TAZs are combined to estimate 2035 job growth. Over the ten-year projection period, it is estimated that there will be an increase of 12,685 jobs. The majority of the employment growth will come from office and institutional (i.e. education and healthcare) development. In the previous impact fee study, the Bonneville MPO TAZ model was also used and indicated approximately 8,800 jobs over ten years. The updated projections represent about a 40 percent increase in projected job growth.

The nonresidential floor area projections are calculated by applying the ITE square feet per employee factors to the job growth. In the next ten years, the nonresidential floor area is projected to increase by 5.2 million square feet, a 22 percent increase from the base year. There is a relatively even split in floor area development between the four industry categories.

Figure 78. Employment and Nonresidential Floor Area Projections

Idaho Falls, ID	Base Year 2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	Total Increase
Jobs [1]												
Retail	13,990	14,235	14,480	14,725	14,970	15,215	15,460	15,705	15,950	16,195	16,440	**2,450**
Office	18,013	18,422	18,832	19,241	19,650	20,059	20,469	20,878	21,287	21,696	22,106	**4,093**
Industrial	10,724	10,933	11,141	11,350	11,559	11,767	11,976	12,185	12,393	12,602	12,811	**2,087**
Institutional	13,677	14,083	14,488	14,894	15,299	15,705	16,110	16,516	16,921	17,327	17,732	**4,055**
Total	56,404	57,672	58,941	60,209	61,478	62,746	64,015	65,283	66,552	67,820	69,089	**12,685**
Percent Increase		*2.2%*	*2.2%*	*2.2%*	*2.1%*	*2.1%*	*2.0%*	*2.0%*	*1.9%*	*1.9%*	*1.9%*	*22.5%*
Nonresidential Floor Area (1,000 sq. ft.) [2]												
Retail	6,002	6,117	6,232	6,348	6,463	6,578	6,694	6,809	6,924	7,040	7,155	**1,153**
Office	6,046	6,172	6,298	6,424	6,549	6,675	6,801	6,926	7,052	7,178	7,304	**1,257**
Industrial	6,615	6,747	6,880	7,013	7,146	7,279	7,411	7,544	7,677	7,810	7,943	**1,328**
Institutional	4,835	4,977	5,119	5,261	5,403	5,545	5,687	5,829	5,971	6,113	6,255	**1,420**
Total	23,498	24,014	24,530	25,045	25,561	26,077	26,593	27,109	27,624	28,140	28,656	**5,158**

[1] Source: Bonneville Metropolitan Planning Organization; American Census Bureau OnTheMap
[2] Source: TischlerBise analysis; Institute of Transportation Engineers, Trip Generation, 2021

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VEHICLE TRIP GENERATION

RESIDENTIAL VEHICLE TRIPS BY HOUSING TYPE

A customized trip rate is calculated for the single family and multifamily units in Idaho Falls. In Figure 79, the most recent data from the US Census American Community Survey is inputted into equations provided by the ITE to calculate the trip ends per housing unit factor. A single family unit is estimated to generate 10.50 trip ends and a multifamily unit is estimated to generate 4.90 trip ends on an average weekday. The trip rates have not noticeably changed from the previous impact fee study.

Figure 79. Customized Residential Trip End Rates by Housing Type

		Households (2)			
Tenure by Units in Structure	Vehicles	Single Family*	Multifamily	Total	Vehicles per HH by Tenure
Owner-occupied	36,041	15,334	186	15,520	2.32
Renter-occupied	13,788	2,952	5,744	8,696	1.59
TOTAL	49,829	18,286	5,930	24,216	2.06
Housing Units		19,148	6,741	25,889	

Housing Type	Persons (3)	Trip Ends (4)	Vehicles by ype of Housin	Trip Ends (5)	Average Trip Ends	Local Trip Ends per HH	ITE Trip Ends Per Unit
Single Family*	52,884	141,308	40,290	261,870	201,589	**10.50**	9.44
Multifamily	12,457	28,446	9,539	37,879	33,162	**4.90**	5.44
TOTAL	65,341	169,753	49,829	299,748	234,751	**9.70**	

** Includes Single Family Detached, Single Family Attached, and Manufactured Homes*

1. Vehicles available by tenure from Table B25046, US Census ACS, 2023 5-Year Estimates.
2. Households by tenure and units in structure from Table B25032, US Census ACS, 2023 5-Year Estimates.
3. Housing units from Table B25024, US Census ACS, 2022 5-Year Estimates.
4. Total population in households from Table B25033, US Census ACS, 2023 5-Year Estimates.
5. Vehicle trips ends based on persons using formulas from ITE *Trip Generation*. For single-family housing (ITE 210), the fitted curve equation is EXP(0.89*LN(persons)+1.72) [ITE 2017]. To approximate the average population of the ITE studies, persons were divided by 65 and the equation result multiplied by 65. For multi-family housing (ITE 221), the fitted curve equation is (2.29*persons)-81.02 [ITE 2017].
6. Vehicle trip ends based on vehicles available using formulas from ITE *Trip Generation*. For single-family housing (ITE 210), the fitted curve equation is EXP(0.99*LN(vehicles)+1.93) [ITE 2017]. To approximate the average number of vehicles in the ITE studies, vehicles available were divided by 119 and the equation result multiplied by 119. For multifamily housing (ITE 220), the fitted curve equation is (3.94*vehicles)+293.58 [ITE 2012].
7. *Trip Generation*, Institute of Transportation Engineers, 11th Edition (2021).

RESIDENTIAL VEHICLE TRIPS ADJUSTMENT FACTORS

A vehicle trip end is the out-bound or in-bound leg of a vehicle trip. As a result, so to not double count trips, a standard 50 percent adjustment is applied to trip ends to calculate a vehicle trip. For example, the out-bound trip from a person's home to work is attributed to the housing unit and the trip from work back home is attributed to the employer.

However, an additional adjustment is necessary to capture City residents' work bound trips that are outside of the City. The trip adjustment factor includes two components. According to the National Household Travel Survey (2009), home-based work trips are typically 31 percent of out-bound trips (which

are 50 percent of all trip ends). Also, utilizing the most recent data from the Census Bureau's web application "OnTheMap", 45 percent of Idaho Falls workers travel outside the City for work. In combination, these factors account for 7 percent of additional production trips (0.31 x 0.50 x 0.45 = 0.07). Shown in Figure 80, the total adjustment factor for residential housing units includes attraction trips (50 percent of trip ends) plus the journey-to-work commuting adjustment (7 percent of production trips) for a total of 57 percent.

Figure 80. Residential Trip Adjustment Factor for Commuters

Trip Adjustment Factor for Commuters	
Employed Idaho Falls Residents (2022)	31,063
Residents Working in the City (2022)	16,955
Residents Commuting Outside of the City for Work	14,108
Percent Commuting Out of the City	**45%**
Additional Production Trips	7%
Standard Trip Adjustment Factor	50%
Residential Trip Adjustment Factor	**57%**

Source: U.S. Census, OnTheMap Application, 2022

NONRESIDENTIAL VEHICLE TRIPS

Vehicle trip generation for nonresidential land uses are calculated by using ITE's average daily trip end rates and adjustment factors found in their recently published 11th edition of Trip Generation. To estimate the trip generation in Idaho Falls, the weekday trip end per 1,000 square feet factors listed in Figure 81 are used.

Figure 81. Institute of Transportation Engineers Nonresidential Factors

Industry	ITE Code	Land Use	Demand Unit	Wkdy Trip Ends Per Dmd Unit	Wkdy Trip Ends Per Employee
Retail	820	Shopping Center	1,000 Sq Ft	37.01	17.42
Office	710	General Office	1,000 Sq Ft	10.84	3.33
Industrial	110	Light Industrial	1,000 Sq Ft	4.87	3.10
Institutional	610	Hospital	1,000 Sq Ft	10.77	3.77

Source: Trip Generation, Institute of Transportation Engineers, 11th Edition (2021)

For nonresidential land uses, the standard 50 percent adjustment is applied to Office, Industrial, and Institutional sectors. A lower vehicle trip adjustment factor is used for Retail because this type of development attracts vehicles as they pass-by on arterial and collector roads. For example, when someone stops at a convenience store on their way home from work, the convenience store is not their primary destination.

In Figure 82, the ITE land use code, daily vehicle trip end rate, and trip adjustment factor is listed for each land use. The previous impact fee study used the 10th edition of *Trip Generation* for nonresidential trip rates. In the updated edition, the trip rates have changed slightly.

Figure 82. Daily Vehicle Trip Factors

Land Use	ITE Codes	Daily Vehicle Trip Ends	Trip Adj. Factor	Daily Vehicle Trips
Residential (per housing unit)				
Single Family	210	10.50	58%	6.09
Multifamily	220	4.90	58%	2.84
Nonresidential (per 1,000 square feet)				
Retail	820	37.01	38%	14.06
Office	710	10.84	50%	5.42
Industrial	110	4.87	50%	2.44
Institutional	610	10.77	50%	5.39

Source: Institute of Transportation Engineers, *Trip Generation* , 11th Edition (2021); National Household Travel Survey, 2022

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VEHICLE TRIP PROJECTIONS

The base year vehicle trip totals and vehicle trip projections are calculated by combining the vehicle trip end factors, the trip adjustment factors, and the residential and nonresidential assumptions for housing stock and floor area. Citywide, residential land uses account for 147,498 vehicle trips and nonresidential land uses account for 159,323 vehicle trips in the base year (Figure 83).

Through 2035, it is projected that daily vehicle trips will increase by 63,362 trips with the majority of the growth being generated by single family (35 percent) and retail (26 percent) development.

Figure 83. Total Daily Vehicle Trip Projections

Idaho Falls, ID	Base Year 2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	Total Increase
Residential Trips												
Single Family	123,868	126,054	128,240	130,427	132,613	134,799	136,986	139,172	141,358	143,545	145,731	**21,863**
Multifamily	23,630	24,389	25,148	25,907	26,666	27,424	28,183	28,942	29,701	30,460	31,219	**7,588**
Subtotal	147,498	150,443	153,388	156,334	159,279	162,224	165,169	168,114	171,059	174,004	176,949	**29,451**
Nonresidential Trips												
Retail	84,407	86,029	87,651	89,273	90,894	92,516	94,138	95,760	97,382	99,003	100,625	**16,218**
Office	32,771	33,453	34,134	34,816	35,497	36,179	36,860	37,541	38,223	38,904	39,586	**6,814**
Industrial	16,107	16,430	16,753	17,077	17,400	17,724	18,047	18,370	18,694	19,017	19,341	**3,234**
Institutional	26,038	26,802	27,567	28,331	29,096	29,860	30,625	31,389	32,153	32,918	33,682	**7,644**
Subtotal	159,323	162,714	166,105	169,496	172,887	176,278	179,669	183,060	186,452	189,843	193,234	**33,911**
Vehicle Trips												
Grand Total	306,821	313,157	319,494	325,830	332,166	338,502	344,838	351,174	357,511	363,847	370,183	**63,362**

Source: Institute of Transportation Engineers, *Trip Generation* , 11th Edition (2021)

RESIDENTIAL FACTORS BY SQUARE FOOTAGE OF DWELLING UNIT

The following section details residential demand factors based on the square footage of the dwelling unit. This analysis will assist if the impact fee schedule assesses residential fees based on the size rather than type of housing type. Key inputs needed for the analysis (i.e., average number of persons and vehicles available per household) are available from American Community Survey (ACS) and Public Use Microdata (PUM). Figure 84 lists the average household size for single family and multifamily units in Idaho Falls. The overall average is 2.52 persons per housing unit.

Figure 84. Persons per Housing Unit

Housing Type	Persons	Housing Units	Persons per Housing Unit	Households	Persons per Household	Housing Unit Mix
Single Family [1]	52,884	19,148	**2.76**	18,286	2.89	74%
Multifamily [2]	12,457	6,741	**1.85**	5,930	2.10	26%
Total	65,341	25,889	**2.52**	24,216	2.70	

[1] Includes attached and detached single family homes and mobile homes
[2] Includes structures with 2+ units
Source: U.S. Census Bureau, 2023 American Community Survey 5-Year Estimates

Trip generation rates are also dependent upon the average number of vehicles available per dwelling. Key independent variables needed for the analysis (i.e., vehicles available, households, and persons) are available from U.S. Census ACS, indicating an average of 1.92 vehicles per housing unit in Idaho Falls.

Figure 85. Vehicles per Housing Unit

Housing Type	Vehicles Available	Housing Units	Vehicles per Housing Unit
Single Family	40,269	19,148	**2.10**
Multifamily	9,564	6,741	**1.42**
Total	49,833	25,889	**1.92**

Source: U.S. Census Bureau, 2023 American Community Survey 5-Year Estimates

PUMS SURVEY RESULTS

Impact fees must be proportionate to the demand for infrastructure. Because averages per housing unit, for both persons and vehicle trip ends, have a strong, positive correlation to the number of bedrooms, TischlerBise recommends residential fee schedules that increase by unit size. Custom tabulations of demographic data by bedroom range can be created from individual survey responses provided by the U.S. Census Bureau in files known as Public Use Microdata Samples (PUMS). PUMS files are only available for areas of at least 100,000 persons with Idaho Falls included in Public Use Microdata Areas (PUMA) 1200. Cells shaded yellow below are survey results for PUMA 1200. Unadjusted persons per housing unit (2.58), derived from PUMS data, are adjusted downward to match the control totals for Idaho Falls (2.52), as shown above in Figure 86. Adjusted persons per housing unit totals are shaded in gray.

Rather than rely on one methodology, the recommended trip generation rates shown at the bottom of Figure 86, shaded gray, are an average of trip rates based on persons and vehicles available for all types of housing units. In Idaho Falls, the average housing unit is expected to yield 9.35 average weekday vehicle trip ends (AWVTE), compared to the national weighted average of 8.40 trip ends per housing unit.

Figure 86. Average Weekday Vehicle Trip Ends by Bedroom Range

Bedroom Range	Persons[1]	Vehicles Available[1]	Households[1]	Housing Mix	Unadjusted PPHU	Adjusted PPHU[2]	Unadjusted VPHU	Adjusted VPHU[2]
0-1	174	142	143	7%	1.22	**1.19**	0.99	0.91
2	754	640	425	19%	1.77	**1.73**	1.51	1.38
3	1,440	1,253	617	28%	2.33	**2.28**	2.03	1.86
4	1,417	1,198	496	23%	2.86	**2.79**	2.42	2.21
5+	1,876	1,370	513	23%	3.66	**3.57**	2.67	2.44
Total	5,661	4,603	2,194	100%	2.58	**2.52**	2.10	1.92

National Averages According to ITE

ITE Code	AWVTE per Person	AWVTE per Vehicle	AWVTE per HU	Housing Mix	Persons per Housing Unit	Vehicles per Housing Unit
210 SFD	2.65	6.36	9.44	74%	3.56	1.48
221 Apt	3.31	5.10	5.44	26%	1.64	1.07
Weighted Avg	2.82	6.03	8.40	100%	3.06	1.37

Recommended AWVTE per Household

Bedroom Range	AWVTE per HU Based on Persons[3]	AWVTE per HU Based on Vehicles[4]	AWVTE per Unit[5]
0-1	3.36	5.49	**4.43**
2	4.88	8.32	**6.60**
3	6.43	11.22	**8.83**
4	7.87	13.33	**10.60**
5+	10.07	14.71	**12.39**
Average	7.11	11.58	**9.35**

1. American Community Survey, Public Use Microdata Sample for Idaho PUMA 1200 (2023 5-Year unweighted data).
2. Adjusted multipliers are scaled to make the average PUMS values match control totals for Idaho based on 2023 American Community Survey 5-Year Estimates.
3. Adjusted persons per housing unit multiplied by national weighted average trip rate per person.
4. Adjusted vehicles available per household multiplied by national weighted average trip rate per vehicle.
5. Average trip rates based on persons and vehicles per housing unit.

ITE Code	AWVTE per Person	AWVTE per Vehicle	AWVTE per HU	Unadjusted PPHU	Unadjusted VPHU
210 SFD	7.78	12.66	**10.22**	2.76	2.10
220 Apt	5.22	8.56	**6.89**	1.85	1.42
All Types	7.11	11.58	**9.35**	2.52	1.92

PERSONS BY DWELLING SIZE

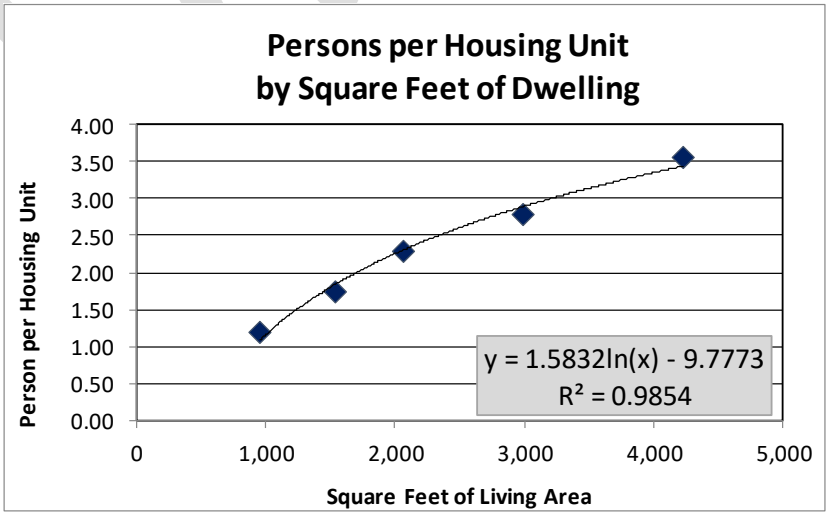
Average floor area and number of persons by bedroom range are plotted in Figure 87 with a logarithmic trend line derived from 2023 square footage estimates provided by the U.S. Census Bureau (West Region). Dwellings with one bedroom or less average 952 square feet of floor area—based on multifamily dwellings constructed in the West Census Region. Two-bedroom dwellings average 1,532 square feet, three-bedroom dwellings average 2,070 square feet, four-bedroom dwellings average 2,986 square feet, and dwellings with five or more bedrooms average 4,235 square feet—based on single family dwellings constructed in West Census Region. Using the trend line formula shown in the chart, TischlerBise derived the estimated average number of persons for groupings of 500 square feet.

As shown in the upper-right corner of the table below, the smallest floor area range (1,000 square feet or less) has an estimated average of 0.99 persons per dwelling (note that the PPHU includes vacancy). The largest floor area range (5,000 square feet or more) has an estimated 3.78 persons per dwelling.

Figure 87. Persons per Housing Unit by Dwelling Size

Actual Averages per Hsg Unit			Fitted-Curve Values	
Bedrooms	Square Feet	Persons	Sq Ft Range	Persons
0-1	952	1.19	Under 1,000	0.99
2	1,532	1.73	1,000 to 1,499	1.51
3	2,070	2.28	1,500 to 1,999	2.05
4	2,986	2.79	2,000 to 2,499	2.44
5+	4,235	3.57	2,500 to 2,999	2.76
			3,000 to 3,499	3.03
			3,500 to 3,999	3.25
			4,000 to 4,499	3.45
			4,500 to 4,999	3.63
			5,000 or More	3.78

Average persons per household derived from 2023 ACS PUMS data for the area that includes Idaho Falls. Unit size for 0-1 bedroom is from the 2023 U.S. Census Bureau average for all multifamily units constructed in the Census West region. Unit size for all other bedrooms is from the 2023 U.S. Census Bureau average for single family units constructed in the Census Mountain division.



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VEHICLE TRIP ENDS BY DWELLING SIZE

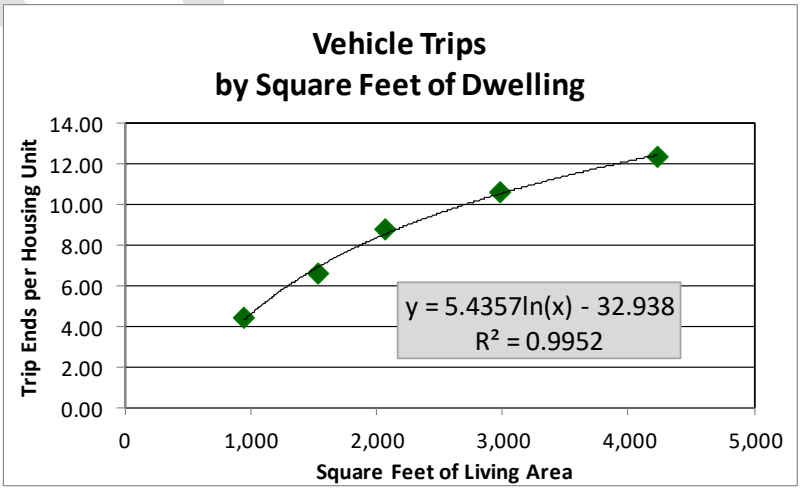
To derive AWVTE by dwelling size, TischlerBise matched trip generation rates and average floor area, by bedroom range, as shown in Figure 88, with a logarithmic trend line derived from 2023 square footage estimates provided by the U.S. Census Bureau (West Region). Dwellings with one bedroom or less average 952 square feet of floor area—based on multifamily dwellings constructed in the West Census Region. Two-bedroom dwellings average 1,532 square feet, three-bedroom dwellings average 2,070 square feet, four-bedroom dwellings average 2,986 square feet, and dwellings with five or more bedrooms average 4,235 square feet—based on single family dwellings constructed in West Census Region. Using the trend line formula shown in the chart, TischlerBise derived the estimated average weekday vehicle trip ends for groupings of 500 square feet.

As shown in the upper-right corner of the table below, the smallest floor area range (1,000 square feet or less) generates an estimated average of 4.04 trip ends per dwelling. The largest floor area range (5,000 square feet or more) generates an estimated average of 13.62 trip ends per dwelling.

Figure 88. Vehicle Trip Ends by Dwelling Size

Actual Averages per Hsg Unit			Fitted-Curve Values	
Bedrooms	Square Feet	Trip Ends	Sq Ft Range	Trip Ends
0-1	952	4.43	Under 1,000	4.04
2	1,532	6.60	1,000 to 1,499	5.82
3	2,070	8.83	1,500 to 1,999	7.65
4	2,986	10.60	2,000 to 2,499	9.02
5+	4,235	12.39	2,500 to 2,999	10.11
			3,000 to 3,499	11.02
			3,500 to 3,999	11.80
			4,000 to 4,499	12.48
			4,500 to 4,999	13.08
			5,000 or More	13.62

Vehicle trips by dwelling size are derived from 2023 ACS PUMS data for the area that includes Idaho Falls. Unit size for 0-1 bedroom is from the 2023 U.S. Census Bureau average for all multifamily units constructed in the Census West region. Unit size for all other bedrooms is from the 2023 U.S. Census Bureau average for single family units constructed in the Census Mountain division.



ORDINANCE NO.

AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO; AMENDING TITLE 10, CHAPTER 8, MODIFYING THE DEFINITION FOR RESIDENTIAL DEVELOPMENT AND AMENDING THE IMPACT FEE AMOUNTS AND CALCULATION IN LIGHT OF THE AMENDMENT OF THE CITY'S IMPACT FEE STUDY; REMOVING AFFORDABLE HOUSING IMPACT FEE; PROVIDING SEVERABILITY, CODIFICATION, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE.

WHEREAS, the City's development impact fee program provides an equitable means to provide public facilities and infrastructure needed to serve the new and sustained growth and development in the City; and

WHEREAS, Idaho Code § 67-8208(2) requires that governmental entities imposing development impact fees update the entity's capital improvement plan at least every five (5) years; and

WHEREAS, the Impact Fee Advisory Committee has reviewed and recommended updates and amendments to the City's Impact Fee Study and Capital Improvement Plan; and

WHEREAS, the recommended changes include changing the City's land use assumptions from evaluating impacts from Residential development from a per unit basis to a square footage basis; and

WHEREAS, the Council has received a recommendation from the Impact Fee Advisory Committee recommending the revocation of the Affordable Housing Impact Fee Waiver program.

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

SECTION 1: Title 10, Chapter 8, Section 1 of the City Code of the City of Idaho Falls, Idaho, is hereby amended as follows:

10-8-1: LEGISLATIVE FINDINGS. The City finds that:

A. Based on the City Comprehensive Plan adopted pursuant to Title 67, Chapter 65, Idaho Code, including, but not limited to, the capital improvements element of the Comprehensive Plan, the capital facilities plans of various City Departments, and the general governmental goal of protecting the health, safety, and general welfare of the residents of the City, and its area of City impact, it is necessary that the City's public facilities for public safety (police and fire/EMS); and parks and recreation; and transportation to accommodate new growth and development within the City and its area of City impact.

B. New residential and nonresidential growth and development imposes and will continue

to impose increasing demands upon the Public Facilities, as defined in this Chapter.

C. The revenues generated from new residential and nonresidential growth and development often do not generate sufficient general funds to provide the necessary improvements of these Public Facilities to accommodate new growth and development.

D. New growth and development are expected to continue and will place ever increasing demands on the City to provide and expand the Public Facilities to serve new growth and development.

E. The City has planned for the improvement of the Public Facilities in the capital improvements element of the City Comprehensive Plan.

F. The creation of an equitable impact fee system will enable the City to impose a proportionate share of the costs of needed improvements to the Public Facilities to accommodate new growth and development, and will assist the City in implementing the capital improvements element of the Comprehensive Plan.

G. In order to implement an equitable impact fee system for the Public Facilities, the City ~~retained TischlerBise to~~has prepared and, from time to time, has amended and updated the Impact Fee Study~~an impact fee study for these types of facilities~~. The ~~resulting document titled "Capital Improvement Plan and Development Impact Fee Study of City of Idaho Falls, Idaho 2021", dated December 15, 2021, as amended from time to time by the Council, (the~~ current ~~"~~Impact Fee Study~~")~~, that has been recommended for approval by the Impact Fee Advisory Committee and approved by the Idaho Falls City Council, is on file in the office of the Clerk.

H. The Impact Fee Study is consistent with the capital improvements element of the Comprehensive Plan, and uses the levels of service set forth in the Comprehensive Plan and the Capital Improvement Plan for these Public Facilities.

I. The Impact Fee Study sets forth reasonable methodologies and analyses for determining the impacts of various types of new growth and development on the Public Facilities and determines the cost of acquiring or constructing the improvements necessary to meet the demands for such Public Facilities created by new growth and development.

J. The Impact Fee Study uses a calculation methodology in accordance with generally accepted accounting principles that is net of credits for the present value of revenues that will be generated by new growth and development based on historical funding patterns and that are anticipated to be available to pay for system improvements, including taxes, assessments, user fees, and intergovernmental transfers, and includes consideration of the following factors:

1. The cost of existing system improvements within the service area;

2. The means by which existing system improvements have been financed;

3. The extent to which the new growth and development will contribute to the cost of system improvements through taxation, assessment, or developer or landowner contributions, or has previously contributed to the cost of system improvements

through developer or landowner contributions;

4. The extent to which the new growth and development is required to contribute to the cost of existing system improvements in the future;

5. The extent to which the new growth and development should be credited for providing system improvements, without charge to other properties within the service area;

6. Extraordinary costs, if any, incurred in serving the new growth and development;

7. The time and price differential inherent in a fair comparison of impact fees paid at different times; and

8. The availability of other sources of funding system improvements including, but not limited to, user charges, general tax levies, transfers, and special taxation.

K. The maximum allowable impact fees described in this Chapter are based on the Impact Fee Study, and do not exceed the costs of system improvements for the Public Facilities to serve new growth and development that will pay the impact fees.

L. The police, fire/EMS, parks and recreation, and transportation Public Facilities included in the calculation of impact fees in the Impact Fee Study will benefit all new growth and development throughout the City, and it is therefore appropriate to treat all areas of the City and the area of City impact as a single service area for purposes of calculating, collecting and spending the impact fees collected.

M. There is both a rational nexus and a rough proportionality between the development impacts created by each type of development covered by this Chapter and the impact fees that such development will be required to pay.

N. This Chapter creates a system by which impact fees paid by new growth and development will be used to finance, defray or to provide capital improvements for the Public Facilities in ways that benefit the development for which impact fees were paid.

O. This Chapter creates a system under which impact fees shall not be used to correct existing deficiencies in Public Facilities, or to replace or rehabilitate existing Public Facilities, or to pay for routine operation or maintenance of those Public Facilities.

P. This Chapter is consistent with all applicable provisions of Title 67, Chapter 82, Idaho Code, concerning impact fee ordinances.

SECTION 2: Title 10, Chapter 8, Section 4 of the City Code of the City of Idaho Falls, Idaho, is hereby amended as follows:

10-8-4: DEFINITIONS. The following words and phrases, when used in this Chapter, shall have, unless the context clearly indicates otherwise, the following meanings:

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~~AFFORDABLE HOUSING: Housing affordable to families whose incomes do not exceed eighty (80) percent of the median income for the service area.~~

APPLICATION: A form, process, or procedure established by the City to gather information to determine a person's compliance with Code requirements related to licenses, permits, authorizations, approvals, uses, or other permission granted to persons pursuant to this Code, authority delegated to Idaho municipalities by the Idaho Code, or Idaho Constitution.

BUILDING PERMIT: An official document or certificate by that name issued by the City authorizing the construction or siting of any building.

CAPITAL IMPROVEMENTS: Improvements with a useful life of ten (10) years or more, by new construction or other action, which increase the service capacity of a Public Facility.

CAPITAL IMPROVEMENTS ELEMENT: A component of the City's Comprehensive Plan.

CAPITAL IMPROVEMENTS PLAN: A plan adopted pursuant to this Chapter that, in part, identifies capital improvements for which impact fees may be used as a funding source.

DAY: Each twenty-four (24) hour period of time when the City is generally open for business and which is not a holiday or weekend day (i.e., business day not calendar day).

DEVELOPER: A person who subdivides or proposes to subdivide land, whether as an owner or an agent of an owner, and any person who installs improvements or structures on such land.

DEVELOPMENT: Any construction or installation of a building or structure, or any change in use of a building or structure, or any change in the use, character, or appearance of land, which creates additional demand and need for Public Facilities or the subdivision of property that would permit any change in the use, character, or appearance of land.

DEVELOPMENT APPROVAL: Any written authorization from a governmental entity which authorizes the commencement of a development.

DEVELOPMENT REQUIREMENT: A requirement attached to a development approval or other governmental action approving or authorizing a particular development including, without limitation, a rezoning, which development requirement compels the payment, dedication or contribution of goods, services, land and/or money as a condition of approval.

EXTRAORDINARY COSTS: Those costs incurred as a result of extraordinary impact, as defined in this Chapter.

EXTRAORDINARY IMPACT: An impact which is reasonably determined by the City to result in the need for police, fire/EMS, parks and recreation, and/or transportation system improvements, the cost of which will significantly exceed the sum of the impact fees to be generated from the project; or result in the need for police, fire/EMS, parks and recreation, and transportation system improvements that are not identified in the capital improvements plans.

FEE ADMINISTRATOR: The official appointed by the Mayor, with Council approval, and

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authorized to administer this Chapter.

FEE PAYER: A person who pays or is required to pay an impact fee or the fee payer's successor in interest including, but not limited to, taxing districts, as defined in Idaho Code 63-201, and authorized public charter schools, as defined in Idaho Code 33-5202A.

GOVERNMENTAL ENTITY: Any unit of local government that is empowered by Idaho Code § 67-8201, et seq., to adopt an impact fee ordinance.

IMPACT FEE: A payment of money imposed as a condition of development approval to pay for a proportionate share of the cost of system improvements needed to serve development. The term does not include a charge or fee to pay the administrative, plan review or inspection costs associated with permits required for development.

IMPACT FEE STUDY: The document entitled the "Capital Improvement Plan and Development Impact Fee Study of City of Idaho Falls, Idaho 2021", dated December 15, 2021, as amended on [fill in date, 2025], and as amended from time to time by the Council.

LAND USE ASSUMPTIONS: A description of the service area and projections of land uses, densities, intensities, and population in the service area over at least a twenty (20) year period.

LEVEL OF SERVICE: A measure of the relationship between service capacity and service demand for Public Facilities.

MANUFACTURED HOME: A structure, constructed after June 15, 1976, pursuant to Idaho Code HUD manufactured home construction and safety standards.

MODULAR BUILDING: Any building or building component (other than a Manufactured Home, as defined in this Chapter) which is constructed according to standards contained in any City-adopted building code or any amendments thereto, which is of closed construction and is either entirely or substantially prefabricated or assembled at a place other than the building site.

NONRESIDENTIAL DEVELOPMENT:

A. RETAIL: Establishments primarily selling merchandise, eating/drinking places, and entertainment uses. Retail includes, but is not limited to, shopping centers, supermarkets, pharmacies, restaurants, bars, nightclubs, automobile dealerships, movie theaters, and lodging (hotel/motel).

B. OFFICE: Establishments providing management, administrative, professional, or business services. Office includes, but is not limited to, banks, business offices, medical offices, and veterinarian clinics.

C. INDUSTRIAL: Establishments primarily engaged in the production and transportation of goods. Industrial includes, but is not limited to, manufacturing plants, trucking companies, warehousing facilities, utility substations, power generation facilities, and telecommunications buildings.

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D. INSTITUTIONAL: Public and quasi-public buildings providing educational, social assistance, or religious services. Institutional includes, but is not limited to, school districts, schools, universities, churches, daycare facilities, hospitals, health care facilities, and government buildings.

PRESENT VALUE: The total current monetary value of past, present or future payments, contributions or dedications of goods, services, materials, construction or money.

PROJECT: A particular development on an identified parcel of land.

PROJECT IMPROVEMENTS: Site improvements and facilities that are planned and designed to provide service for a project and that are necessary for the use and convenience of the occupants or users of the Project.

PROPORTIONATE SHARE: That portion of the cost of system improvements determined pursuant to Idaho Code § 67-8207, and this Chapter, which reasonably relates to the service demands for Public Facilities of a project.

PUBLIC FACILITY(IES):

A. Public safety facilities, including law enforcement, fire stations and apparatus, emergency medical and rescue, and street lighting facilities~~police and fire/EMS facilities~~; and

B. Parks, open space and recreation areas, and related capital improvements; and

C. Transportation facilities, including roads, streets, and bridges, including rights-of-way, traffic signals, landscaping, arterial streets, arterial intersections, arterial bridges, arterial appurtenances, ~~and~~ related arterial capital improvements, and any local components of state or federal highways.

RESIDENTIAL DEVELOPMENT~~ HOUSING UNITS~~: Development of 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 calculation of a residential development impact fee shall be determined by the climate-controlled square footage of the structure, provided that automobile garages and accessory storage structures shall not be included in the calculation of a residential structure's square footage.~~SINGLE FAMILY DETACHED: A one-unit structure detached from any other house with open space on all four sides. Such structures are considered detached even if they have an adjoining shed or garage. A one-family house that contains a business is considered detached as long as the building has open space on all four sides.~~

~~SINGLE FAMILY ATTACHED (TOWNHOUSE): A one-unit structure that has one or more walls extending from ground to roof separating it from adjoining structures. In row houses (sometimes called townhouses), double houses, or houses attached to nonresidential structures, each house is a separate, attached structure if the dividing or common wall goes from ground to roof.~~

~~MOBILE HOME: A Manufactured Home, Modular Building, including both occupied and vacant mobile homes, to which no permanent rooms have been added. A Mobile Home used only for business purposes or for extra sleeping space or a Mobile Home for sale on a dealer's lot, at the factory, or in storage is not counted in the housing inventory.~~

~~MULTIFAMILY HOUSING UNITS: Two (2) or more units (duplexes and apartments) within a structure containing two (2) or more housing units, further categorized as units in structures with 2, 3 or 4, 5 to 9, 10 to 19, 20 to 49, and 50 or more apartments; a boat, recreational vehicle (RV), van, and the like that includes any living quarters occupied as a housing unit that does not fit the other categories (e.g., houseboats, railroad cars, campers, and vans). Recreational vehicles, boats, vans, railroad cars, and the like are included only if they are occupied as a current place of residence.~~

SERVICE AREA: The territory within the limits of the City and the City's area of City impact, as amended, expanded, contracted, or adjusted from time to time.

SUCCESSOR IN INTEREST: A person who gains legal title in real property for which an impact fee is paid or a credit is approved pursuant to the terms of this Chapter.

SYSTEM IMPROVEMENT COSTS: Costs incurred for construction or reconstruction of system improvements, including design, acquisition, engineering and other costs attributable thereto, and also including, without limitation, the type of costs described in Idaho Code § 50-1702(h), to provide additional public facilities needed to serve new growth and development. For clarification, system improvement costs do not include:

A. Construction, acquisition or expansion of public facilities other than capital improvements identified in the capital improvements plans;

B. Repair, operation or maintenance of existing or new capital improvements;

C. Upgrading, updating, expanding or replacing existing capital improvements to serve existing development in order to meet stricter safety, efficiency, environmental or regulatory standards;

D. Upgrading, updating, expanding or replacing existing capital improvements to provide better service to existing development;

E. Administrative and operating costs of the governmental entity unless such costs are attributable to development of the capital improvements plans, as provided in Idaho Code § 67-8208; or

F. Principal payments and interest or other finance charges on bonds or other indebtedness except financial obligations issued by or on behalf of the governmental entity to finance capital improvements identified in the capital improvements plans.

SYSTEM IMPROVEMENTS: In contrast to project improvements, means capital improvements to public facilities that are designed to provide service to a service area including, without limitation, the type of improvements the City has the authority to make as described in Idaho Code

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§ 50-1703.

SECTION 3: Title 10, Chapter 8, Section 5 of the City Code of the City of Idaho Falls, Idaho, is hereby amended as follows:

10-8-5: IMPOSITION AND COMPUTATION OF IMPACT FEES.

A. Any application for or building permit required or issued, enabling the construction or the alteration or expansion of an existing structure or improvement, and, in the case of construction that does not require a building permit, any building that takes place on or after the effective date of this Chapter, shall be subject to the imposition of impact fees in the manner and amount set forth in this Chapter. The methodology adopted for the purpose of determining police, fire/EMS, parks and recreation, and transportation impact fees shall be based upon the assumptions set forth in the Impact Fee Study.

B. Impact fees shall be required as a condition of approval of all residential and nonresidential development in the service area for which a building permit is required or issued, including the alteration or expansion of an existing structure or improvement, and shall be payable prior to the issuance of any building permit (or installation permit in the case of a manufactured home) for ~~a~~ residential development ~~housing unit~~ or ~~a~~ nonresidential development. Except as otherwise provided herein, after the effective date of this Chapter, no building permit shall be issued, or occupancy or use allowed, until the impact fees described in this Chapter have been paid, unless the development or alteration or improvement for which the permit is sought is exempted pursuant this Chapter or approved credits are used to cover the impact fee, as set forth in this Chapter. The Fee Administrator shall have the authority to withhold a building permit or stop construction, as the case may be, until the appropriate impact fee has been collected.

C. A fee payer required by this Chapter to pay an impact fee may choose to have the amount of such impact fee determined pursuant to either the fee schedule or subsections (D) through (F) of this Section. If the fee payer chooses to have the amount of such impact fee determined pursuant to subsections (D) through (F) of this Section, such impact fee shall be subject to the adjustment described in this Chapter, if applicable. If the project is a mix of those uses listed on the fee schedule, then the impact fees shall be determined by adding up the impact fees that would be payable for each use as if it were a freestanding use pursuant to the fee schedule.

D. As an alternative to payment of impact fees assessed following submission of a complete building permit application, a fee payer may request an individual assessment of impact fees where the fee payer can demonstrate by clear and convincing evidence in the fee payer's independent impact fee calculation study that the established impact fee is inappropriate for the Project. Written application for individual assessment shall be made to the Fee Administrator at any time prior to building permit(s) issuance. Such independent impact fee calculation study for the fee payer's development shall be prepared at the fee payer's cost by a qualified professional and contain studies, data and other relevant information and be submitted to the Fee Administrator for review. Any such study shall be based on the same methodology and the same level of service standards, improvements and costs used in the Impact Fee Study, and shall document the methodologies and assumptions used. The City may

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hire a professional consultant to review any independent impact fee calculation study on behalf of the City, and may charge the reasonable costs of such review to the fee payer.

E. Any independent impact fee calculation study submitted by a fee payer may be accepted, rejected or accepted with modifications by the City as the basis for calculating impact fees. The City shall not be required to accept any study or documentation the City reasonably deems to be inaccurate or unreliable. The City shall have the authority to request that the fee payer submit additional or different documentation for consideration in connection with review of any independent impact fee calculation study. If such additional or different documentation is accepted or accepted with modifications as a more accurate measure of the impact fees due in connection with fee payer's proposed development than the applicable impact fees set forth in the fee schedule, then the impact fee due under this Chapter shall be calculated according to such documentation.

F. The Fee Administrator shall render a written decision establishing the impact fees in connection with the individual assessment within thirty (30) days from the date a request for individual assessment is submitted. The decision shall include an explanation of the calculation of the impact fees, shall specify the system improvement(s) for which the impact fees are intended to be used, and shall include an explanation of the following factors considered:

1. The cost of existing system improvements within the service area;

2. The means by which existing system improvements have been financed;

3. The extent to which the new growth and development will contribute to the cost of system improvements through taxation, assessment, or developer or landowner contributions, or has previously contributed to the cost of system improvements through developer or landowner contributions;

4. The extent to which the new growth and development is required to contribute to the cost of existing system improvements in the future;

5. The extent to which the new growth and development should be credited for providing system improvements, without charge to other properties within the service area;

6. Extraordinary costs, if any, incurred in serving the new growth and development;

7. The time and price differential inherent in a fair comparison of impact fees paid at different times; and

8. The availability of other sources of funding system improvements including, but not limited to, user charges, general tax levies, transfers, and special taxation.

G. Certification of the impact fee for a Project may be applied for in the following manner:

1. Written request for an individual impact fee assessment shall be made to the Fee

Administrator not later than thirty (30) days following applications for, or requirement of, a building permit for construction or alteration or expansion of an existing structure, or improvement on or within a Project. Late applications for certification of the impact fee will not be considered unless the fee payer demonstrates that the facts supporting such application were not known or discoverable until after the time had run and that undue hardship would result if said application is not considered.

2. The Fee Administrator shall provide the fee payer with a written impact fee certification for the Project within thirty (30) days of the date a request for individual impact fee assessment is submitted. The certification provided by the Fee Administrator shall establish the impact fee for the Project in question, so long as there is no material change to the Project as identified in the certification application or the impact fee schedule. The certification shall include an explanation of factors considered, and shall specify the system improvement(s) for which the impact fee is intended to be used.

The certification shall include an explanation of the calculation of the impact fee, shall specify the system improvement(s) for which the impact fee is intended to be used, and shall include an explanation of the factors considered, which factors are identified in subsection (F) of this Section.

H. Appeals of the Fee Administrator's determination of an individual assessment or certification shall be made to the City as provided further in this Chapter.

I. The City recognizes that there may be circumstances where the anticipated fiscal impacts of a proposed development are of such magnitude that the City may be unable to accommodate the development without excessive or unscheduled public expenditures that exceed the amount of the anticipated impact fees from such development. If the City determines that a proposed development would create such an extraordinary impact on the City's police, fire/EMS, parks and recreation, and/or transportation public facilities, the City may refuse to approve the proposed development. In the alternative, the City may calculate a pro rata share ~~per residential development housing unit, or~~ per square feet of residential and nonresidential development, of the extraordinary impact and charge a reasonable extraordinary impact fee that is greater than would ordinarily be charged.

J. If the City discovers an error in its impact fee formula that results in assessment or payment of more than a proportionate share, City shall, at the time of assessment on a case-by-case basis, adjust the impact fee to collect no more than a proportionate share or discontinue the collection of any impact fees until the error is corrected by Ordinance.

SECTION 4: Title 10, Chapter 8, Section 6 of the City Code of the City of Idaho Falls, Idaho, is hereby amended as follows:

10-8-6: PAYMENT OF IMPACT FEES

A. After the effective date of this Chapter, all fee payers shall pay the impact fees as provided by this Chapter to the Fee Administrator following application for a building permit and prior to the issuance of any building permit for ~~a~~ residential development ~~housing unit,~~ or

nonresidential development.

B. All impact fees paid by a fee payer pursuant to this Chapter shall be promptly deposited in the impact fee fund described in this Chapter.

SECTION 5: Title 10, Chapter 8, Section 8 of the City Code of the City of Idaho Falls, Idaho, is hereby amended as follows:

10-8-8: EXEMPTIONS FROM IMPACT FEES

A. The following types of land development shall be exempt from payment of the impact fees imposed by this Chapter:

1. Rebuilding or replacing the same amount of square feet of a residential development ~~housing unit~~ or ~~the same amount of square feet of a~~ nonresidential development on the same lot and existing on the effective date of this Chapter, provided that the rebuilt or replaced ~~residential~~ development ~~housing unit or nonresidential development~~ does not increase the need for police, fire/EMS, parks and recreation, and transportation public facilities, and such ~~residential~~ development ~~housing unit or nonresidential development~~ is rebuilt or replaced and ready for occupancy within two (2) years of removal or substantial damage. For the purposes of this Subsection, "substantial damage" shall mean damage from any cause or source whereby the cost of restoring the residential development ~~housing unit~~ or nonresidential development to a condition allowing use of occupancy would be equal to or exceeds fifty percent (50%) of the market value before the damage occurred.

2. Construction of an unoccupied, detached accessory structure, or addition of uses related to a residential development ~~housing unit~~ unless it can be clearly demonstrated that the use creates a significant impact on the capacity of system improvements.

3. Remodeling or repairing a residential development ~~housing unit~~ or a nonresidential development in a manner that does not increase the need for police or fire/EMS or parks and recreation or transportation public facilities.

4. Placing a temporary construction trailer or office on a lot.

B. An impact fee shall be assessed for installation of a modular building or manufactured home unless the fee payer can demonstrate (by documentation, such as utility bills and tax records), either:

1. That a modular building or manufactured home was legally in place on the lot or space prior to the effective date of this Chapter; or

2. That an impact fee has been paid previously for the installation of a modular building or manufactured home on that same lot or space.

~~C. Developments determined by the Council that provide affordable housing may be granted a waiver of a portion of the impact fee payment required, provided that the exempt development's~~

~~proportionate share of system improvements is funded through a general fund revenue source other than from impact fees collected.~~

~~1. Any waiver granted by the Council shall be based on the degree to which the development meets the following:~~

~~a. Current housing affordability guidelines published by the U.S. Department of Housing and Urban Development ("HUD") shall be used to determine whether residential development housing units in the development qualify as affordable housing.~~

~~b. Affordable housing projects are required to demonstrate that the projects will provide residential development housing units to eligible families based on HUD income and family size guidelines.~~

~~c. Providers of affordable residential development housing units shall demonstrate a long-term commitment to provide affordable housing for a period of not less than twenty (20) years.~~

~~d. The developer shall demonstrate the need for the proposed development.~~

~~e. the number of dwellings units in the development shall be identified, along with those for which the waiver is sought.~~

~~f. Funding to offset the amount waived is available from a general City Fund dedicated to support affordable housing.~~

~~2. No waiver shall exceed thirty percent (30%) of impact fee payment required for the development.~~

~~3. Failure to develop housing as presented to Council, as determined by the Community Development Services Department Director, shall result in automatic cancelation of the approved waiver and shall require payment of all waived fees within sixty (60) days following cancellation or all building permits and certificates of occupancy shall be revoked.~~

C~~D~~. Appeals of the Fee Administrator's determination shall be made as provided further in this Chapter.
(Ord. 3510, 04-13-2023)

SECTION 6: Title 10, Chapter 8, Section 11 of the City Code of the City of Idaho Falls, Idaho, is hereby amended as follows:

10-8-11: ADDITIONAL PROVISIONS

A. Nothing in this Chapter shall limit or modify the rights of any person to complete any development for which a lawful building permit was issued prior to the effective date hereof.

B. Nothing in this Chapter shall prevent the City from requiring a developer to construct reasonable project improvements in conjunction with a project.

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C. Nothing in this Chapter shall limit the ability of the City to enter into intergovernmental agreements as provided in Idaho Code § 67-8204A.

D. Time requirements or deadlines in this Chapter shall be extended or waived only by written mutual agreement between the City and the applicant and only where such extension of waiver is not reasonably likely to materially change the legal position or status of the application.

E. The impact fees described in this Chapter, and the administrative procedures of this Chapter shall be reviewed at least once every five (5) years to ensure that:

1. The demand and cost assumptions and other assumptions underlying such impact fees are still valid;

2. The resulting impact fees do not exceed the actual costs of providing police, fire/EMS, parks and recreation, and/or transportation system improvements required to serve new growth and development;

3. The monies collected in any impact fee fund have been and are expected to be spent for system improvements of the type for which such impact fees were paid; and

4. Such system improvements will benefit those developments for which the impact fees were paid.

F. Violation of this Chapter shall be subject to those remedies provided in this Code. Knowingly furnishing false information to any official of the City charged with the administration of this Chapter on any matter relating to the administration of this Chapter including, without limitation, the furnishing of false information regarding the expected size or use of a proposed development, shall be a violation of this Chapter and a misdemeanor.

G. Except for such impact fee as may be calculated, paid and accepted pursuant to an independent impact fee calculation study, the amount of each impact fee shall be as follows:

~~1. Residential (per housing unit~~square foot~~)~~	
~~a. Single Family~~	~~Maximum Supportable Fee $6,027~~
~~i. Police~~	~~$480.75~~
~~ii. Fire/EMS~~	~~$389.25~~
~~iii. Parks and Recreation~~	~~$1,390.50~~
~~iv. Transportation~~	~~$3,013~~
~~b. Multifamily~~	~~Maximum Supportable Fee $3,479~~
~~i. Police~~	~~$332.25~~
~~ii. Fire/EMS~~	~~$313.50~~
~~iii. Parks and Recreation~~	~~$961.50~~
~~iv. Transportation~~	~~$1,336~~
~~2. Nonresidential (per 1,000 square feet)~~	
~~a. Retail~~	~~Maximum Supportable Fee $6,119~~
~~i. Police~~	~~$1,366.50~~

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~~ii. Fire/EMS~~	~~$346.50~~
~~iii. Parks and Recreation~~	~~$0~~
~~iv. Transportation~~	~~$3,835~~
~~b. Office~~	~~Maximum Supportable Fee $2,135~~
~~i. Police~~	~~$463.50~~
~~ii. Fire/EMS~~	~~$57.75~~
~~iii. Parks and Recreation~~	~~$0~~
~~iv. Transportation~~	~~$1,440~~
~~c. Industrial~~	~~Maximum Supportable Fee $1,085~~
~~i. Police~~	~~$236.25~~
~~ii. Fire/EMS~~	~~$27.75~~
~~iii. Parks and Recreation~~	~~$0~~
~~iv. Transportation~~	~~$733~~
~~d. Institutional~~	~~Maximum Supportable Fee $3,935~~
~~i. Police~~	~~$510.75~~
~~ii. Fire/EMS~~	~~$1,251.75~~
~~iii. Parks and Recreation~~	~~$0~~
~~iv. Transportation~~	~~$1,585~~

Type	Parks & Recreation	Transportation	Police	Fire/EMS	Maximum Supportable Fee
a. Residential (per Residential Development by square footage)					
i. Under 1,000	$518	$1,295	$187	$177	$2,177
ii. 1,000 to 1,499	$790	$1,864	$285	$270	$3,209
iii. 1,500 to 1,999	$1,072	$2,451	$387	$368	$4,278
iv. 2,000 to 2,499	$1,276	$2,890	$460	$438	$5,064
v. 2,500 to 2,999	$1,443	$3,239	$521	$496	$5,699
vi. 3,000 to 3,499	$1,585	$3,530	$572	$543	$6,230
vii. 3,500 to 3,999	$1,700	$3,780	$613	$583	$6,676
viii. 4,000 to 4,499	$1,804	$3,998	$651	$620	$7,073
ix. 4,500 to 4,999	$1,898	$4,190	$685	$652	$7,425

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x. 5,000 or more	$1,977	$4,363	$713	$678	$7,731
b. Nonresidential (per 1,000 square feet)					
i. Retail	$0	$3,320	$1,060	$550	$4,930
ii. Office	$0	$1,944	$408	$93	$2,445
iii. Industrial	$0	$874	$183	$49	$1,106
iv. Institutional	$0	$1,932	$406	$1,978	$4,316

SECTION 7. 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 8. 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 9. 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 not less than thirty (30) days following its passage, approval, and publication.

PASSED by the City Council and APPROVED by the Mayor of the City of Idaho Falls, Idaho, this _____ day of _____, 2025.

ATTEST: CITY OF IDAHO FALLS, IDAHO

_____ _____

EMILY GEISLER, CITY CLERK REBECCA L. NOAH CASPER, Ph.D., MAYOR

(SEAL)

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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 10, CHAPTER 8, MODIFYING THE DEFINITION FOR RESIDENTIAL DEVELOPMENT AND AMENDING THE IMPACT FEE AMOUNTS AND CALCULATION IN LIGHT OF THE AMENDMENT OF THE CITY'S IMPACT FEE STUDY; REMOVING AFFORDABLE HOUSING IMPACT FEE; PROVIDING SEVERABILITY, CODIFICATION, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE."

_____
EMILY GEISLER, CITY CLERK

(SEAL)

DRAFT

Municipal Services Department

Pamela Alexander
Impact Fee Administrator
208.612.8249 | palexanderl@idahofalls.gov

IDAHO FALLS

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.

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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.

RStewart — 10/14/25
Richard Stewart, Chair — Date

Pamela Alexander — 10/14/25
Pam Alexander, Impact Fee Administrator — Date

November 5, 2025 7:00 p.m. Planning Department

City Annex Council Chambers

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

MEMBERS ABSENT: None.

ALSO PRESENT: Assistant Planning Director Kerry Beutler, 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 October 7, 2025, with a correction to show that Mr. Beck was present, Ihler seconded the motion. The motion passed unanimously.

Public Hearings:

3. RZN 25-013: AMENDMENT TO CAPITAL IMPROVEMENMT PLAN AND IMPACT FEE STUDY.

Applicant: City of Idaho Falls. Wade Sanner. Sanner stated that they are wanting to amend the Comprehensive Plan with an update to replace the 2021 Capital Improvement Plan and Impact Fee with the 2025 Study. Tischler Bise (out of Boise) performed the study. Joining from Tishler Bise is Collin. Sanner stated that the purpose of the hearing is to provide public hearing and allow public comment to be forwarded on to City Council. There is a request to change it from use to square footage.

Collin, Tishler Bise, (Via Teams). Collin shared his screen. Collin gave introduction of his firm. 20+ years of impact study fees.

Slide 1 – Impact Fee Fundamentals- Fee on new development that is necessitating the need for new infrastructure. 3 requirements – need, benefit, proportionate. There is an adjustment to the study to base fees off of the size of development not the use.

Slide 2- Eligible Costs – Facilities improvement, excess capacity.

Slide 3 – Impact Fees in Idaho – State Statute – Maintained in interest bearing account; monies spent in 8 years; impact fee advisory committee; capital improvement plan in the Comprehensive Plan; Comprehensive Plan Review and update every 5 years; Eligible for public facilities including: water, transportation, parks and rec, and public safety.

Slide 4 – Development Impact Fee Advisory Committee – DIFAC has 5 minimum members (2 developers or realtors).

Slide 5- Impact Fee Study Process – 1st Stage is to look at growth; quantify levels of service; look at capital plans. 2nd Calculate Fees – Nexus Report- Review Process with advisory committee and stake holders. 3rd Planning Commission to get CIP Adopted into Comprehensive Plan; Final City Council for final approval and adoption.

Slide 6 – Changes from Current Study – Fee Schedule Structure (fees by square footage, not type of house); Inflation (cost to serve); Credits; Parks and Recreation (removed neighborhood parks and indoor recreation to be consistent with updated CIP); Transportation; Fire EMS and Police (no notable changes).

Slide 7 – Idaho Falls Impact Fee Study & CIP – Maximum Supportable Fee Results Table.

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Slide 8 – Impact Fee Calculation - Incremental Expansion to quantify current level of service. (Level of service x Cost Factors x Demand Factors = Maximum Supportable Fee). Ensures that today's level of service is provided to future residents.

Slide 9 – Parks and Recreation 10-year impact Fee CIP – 10-year Parks and Rec CIP Cost = $9,778,00; projected revenue is $9.3 million. The remaining balance the City would have to generate other revenues to complete the CIP.

Slide 10 – Parks and Recreation Analysis – Below 3,000 Sq ft. will go down and above 3,000 square feet will see an increase.

Slide 11 – Transportation 6-year CIP - $25million cost; Impact fee revenue $15.8 million. (City will need to generate other revenues like Federal Grants (25%) to complete CIP)

Slide 12 – Transportation Analysis – Roadway costs have increased by 47%

Slide 13 – Police 5-year CIP - $9 million cost – projected revenue $1.6 million. (other revenues in $8 million needed coming from property tax) Police vehicles are in the CIP and they are using each vehicle for 10 years or longer.

Slide 14 – Police Analysis -

Slide 15 – Fire/EMS 10-year CIP – $9.6 million cost - $6.3 million revenue – (Need additional revenue of $3.3 million).

Slide 16 – Fire/EMS Analysis –

Slide 17 – Idaho Falls Impact Fee Study and CIP – Fourplex would pay 4 Impact fees (one for each dwelling based on square footage of each dwelling not structure).

Scott asked about page 19 population growth and asked what the growth number is based on. Collin indicated that it is based on past growth watching building permit trends. Scott asked about the housing units on the same page and is that needed housing units or estimated available. Collin stated that the base number is what is in the ground today and then they are estimating growth. Scott asked on the vehicle miles traveled, are the trips one way? Collin stated that vehicle trips are similar to VMT (total distance of trip) -the purpose of the trip influences how long the trip is. Shopping trips are a shorter distance than a commute trip.

Ogden asked how close the growth estimates were from the expectations 5 years ago versus now and what trends you saw. Collin stated that in 2021 they were looking at previous growth and Idaho Falls went through a growth spurt that no one could predict. Collin stated that the housing growth was 30-40% less than what was built. Ogden clarified that a large multi-unit property that each unit is being factored in as their own unit, under x square feet.

Storer asked about dedicated funds, and he did not see anything about the plan addressing dedicated funds. Is it contemplated that each of the fees be deposited into dedicated funds with the City. Storer asked if it is multiple dedicated funds (police, parks, transportation.). Collin stated that they are separate bank accounts. They do not want the general fund and the dedicated funds to be intermingled. Collin stated that every year the City provides a report of each account and reviewed with the CIP for use and collection. Storer feels it is important that dedicated funds are created to ensure that each fee is not cross subsidizing another fee. Comingling of the funds creates a potential for invalidating the basis for the fee.

Pam Alexander City of Idaho Falls Municipal Services Director (oversee finance). Alexander stated that they report on the fees specifically on the quarterly report. The City Works System breaks out the reporting by account cross code, and it is included in the quarterly and annual reports. Storer wants it spelled out specifically that dedicated funds are created so there is no co-mingling. Alexander added that their external annual audit, they do look at those funds to make sure the funds are segregated. Ogden stated that the Impact Fee Advisory Committee does review that annually as well. Ogden stated that it already exists in that form from the original form 5 years ago.

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Meehan asked about the portion in the report that goes over "what counts as square footage" and it is climate controlled square footage, and that includes unfinished basements (good). Do accessory dwelling units factor into the calculations. Collin stated when you look at square footage it allows the ADU to be assessed under the square footage when the permit is pulled. Meehan asked when they calculate the expected trip miles or trip ends, and why do they expect Idaho Falls resident to make more trips than the average US resident. Collin stated that they find that trip end based on the number of people in the home (based on formula) they get a number of trips ends per home and then they look at the number of vehicles in the home. They average the two numbers. Collin stated that there is a relatively high number of people in each home in Idaho Falls. Meehan asked about the indoor rec center being removed and neighborhood parks. The report indicated that the City has identified other avenues for funding those projects. Where does the funding come from. Collin stated that he doesn't have a lot of details but was informed that there is a potential for a 3rd party to dedicate resources to an indoor rec center.

Ogden opened the public hearing.

Support/Opposition: ***(Pursuant to a request from Commission members for very detailed testimony, this is typed verbatim, as testified).***

TJ Austad, 656 Jetsted Lane, Idaho Falls, Idaho. He is on the advisory committee and wanted to get on the record tonight. One of the things glossed over on the impact fee schedule, as a committee they are trying to lower cost in the City as there is an affordability problem in Idaho Falls. One of the main things as a committee as a consensus that they came up with was the square footage, the fee schedule on square footage, they liked. That. We said that unfinished square footage should not be included as part of the fee schedule because you cannot prove that, that is an impact at that point in time. He gets the concern of unfinished basements and people finish them, but as the builder is building it, now that 1500 square foot starter home is going to be fee scheduled at 3000 square feet. That is not necessarily getting the fee structure from a small house perspective, if you are getting, and doing it on that scale. We came to an agreement, the City Attorney wrote up a definition of what would be finished versus unfinished, what would classify that, and they all came to an agreement on that. On the meeting on October 7th when the new CIP came up that was when they first found out. I'm sorry on the 14th, we got it on the 7th, we had a meeting on the 14th, that is when we first found out that they had changed to square footage including the unfinished portion. At that point in time, we said this is 100 pages, I've been on the impact fee committee for 4 years 5 years and there is a lot of information, and you cannot go through it if you don't really study it. We wanted to study it and then come back and have a separate meeting and talk about it and see what they thought. That never happened. We are scheduled to have one in November. I am confused as to why we are trying to push this fast. We are trying to push this through without fully exhausting everybody having their say in what is going on and that is frustrating to the building and development community, I can tell you that. They were frustrated with the first roll out of impact fees and that is probably why there is a lawsuit going on with the City. These don't have to be updated until June 1, 2027. My recommendation is to take a pause and let, do it the right way. If City Council wants to change stuff that is fine, but if you are going to bring people in to be part of an advisory committee and give their opinions, they don't have to take it, but if we are just there to check a box, just tell me I'm there to check a box. It is a lot of time, and a lot of effort goes into this to try to benefit the City and that's my two cents on this. Thank you.

Brent Colburn, 314 Rock Creek Circle, Idaho Falls, Idaho. TJ welcome to the Circle that is this Commission and the City Council. I think, I think I know why they are trying to push this, and that would be the election that we just had and the upcoming or pending events that they may have with a new mayor. Uhm, one thing that I think this affects greatly is, is the need for lower cost housing in the City and I think that is one of the reasons why some of these changes are going to be implemented regardless of what any of us say in this meeting. If there are any other individuals that want to speak. The need for lower cost housing in the City has been something that has been spoken about greatly by many individuals, both in the media and in other circles around this are. The impact fees have been a huge mess for us as builders, as I have built several houses and other builders, and the lawsuits that followed against the City and other individuals have had. With the change in the lower impact fees that are going to be coming for the smaller, lower end of the residential housing, you said it Mr. Ogden, you are going to see an increase in the number one thing that I feels is overwhelming the City right now, which is the apartments, and the large gigantic buildings that we have all over the City that are

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impacting the City greatly, in transportation, in parks, and overwhelming our City in a way that we are not going to be able to keep up with regardless of what we do with these impact fees. You are going to be taking away some of the smaller neighborhood parks, and that is something that Mr. Meehan just said right. One thing that these apartments buildings do is build their small little playgrounds with small little basketball court. The neighborhood that I live in, Fairway Estates, has expanded and still doesn't have a neighborhood park, and we never will. It is something that we have demanded forever from the original builder, that just was never ever planned. The small apartment buildings that you build all have their own little playground, but never neighborhood parks, right. You are going to have all these additional apartment buildings with tons and tons of cars and tons and tons of traffic, and all the other things that come with them, crime, and everything else, but nothing else. Mr. Ihler can sit there and shake his head and other commissioners have said it to me before, but these apartments, what did they do? What have you guys said to me in the past? They pay for all the growth; they pay for everything else. Based on your additional fee schedule right here, they are not going to pay for about anything.

Jared Dominick, 144 5th Street, Idaho Falls, Idaho. Just looking at the, the breakdown, it kind of looks like you are incentivizing or subsidizing the smaller homes at the expense of larger homes and are therefore driving into higher density situations or promoting development of high density versus the promoting of single-family homes or larger homes. So, I'd kind of like to, I also want to talk about the population. You talked about the population, you talked about the population of permit growth, how does that correlate to actual population growth? That is a question, is the person still on the phone.

Ogden indicated that they are not here to answer questions on the public comment, you are to give comment and then we will take those to the Council, and they can then address.

(Dominick) Oh ok, so then the person that was giving the presentation cannot respond. Ok, uhm, so ya, I'd like to know how the permit growth relates to actual population growth, because it seems that there is a vast growth of permits, but not a vast growth of population to fill those apartment buildings. So, also the subsidies, and so you are subsidizing small apartments at the expense of larger family homes, and that doesn't seem fair for people who want to have a larger home. Also, I go back to the square footage, I mean you are going to, and unfinished basements, I think that is a really key point that he brings up, I mean you should not be charging for unfinished rooms especially when you are going to go back and get a permit to have that room completed. You know they are required to have a permit and they are going to have to have a permit, you are going to collect fees at that time, because there are going to be impact fees assessed at that time as well. I guess I have other issues, but without a dialogue, I cannot do anything except get my side of the story across. It would be nice if the public could have some dialogue with the experts that are doing the presentation, to give direct answers.

Hunter Yorgeson, 1004 Grizzly Ave., Idaho Falls, Idaho. I guess two comments, one would be I think we'd be pretty hard pressed to find any police vehicles that last that full 10 years, it would be interesting to see that information, and make sure that, that cost does match the requirements laid out here, and then, I also would say that whether we like it or not, the growth is here and coming and the, any increase in impact fees disproportionately affects local developers and invites, well it makes us less competitive with out of towners, who can come in and a couple of thousand bucks per unit doesn't really make a difference to them, and they can afford it, and it ships money out of town, rather than keeping it to local developers, who perhaps own a piece of property and have been building towards a, you know, a sensible and careful development that they would like to do, that would benefit our community and keep our money local. That is all, thank you for your research and for your time.

Brett Skidmore, 391 E Sunnyside, Idaho Falls, Idaho. I just want to go on the record, that I think it is absolutely disgusting that these meetings don't start with at least the pledge of allegiance, you have both flags posted and you don't even open with the pledge of allegiance, one Nation under God, one State under God, one City under God. We are based upon that. In my opinion you ought to start with a prayer too. Now that is off my chest. Mom and Dad started our construction development company in 1958, I am second generation, my son is 3rd generation, and we actually have 4th generation working on the crew. I am one of those local developers. There is a rumor that goes around that development doesn't pay for itself, and one of the

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presentations was on development north of town. We have a twin home subdivision going on out there, and we put in two or three miles worth of water/sewer. We developed our side of the road. The City didn't require us to put a park in, so we didn't do that. You are going to be collecting $110 ish in property taxes. Development does pay for itself. The, I just want to make it clear, the City is in a law suit over this, and I think it is a huge mistake for this to move forward without that lawsuit being settled. I guess that is all, thank you for your time.

Erin Cannon, 1148 North 900 East Shelley, Idaho. I am representing the development and construction company that I am co-owner of that does most of business within the City of Idaho Falls. I was here 4 years ago standing in front, fighting the same thing that we are fighting now, and ditto to what has already been said. I just want to bring up a couple of points. One I have a real problem with the credits that are with this capital improvement plan. Right so uhm, State Statute basically says that those fees have to be expended in 8 years, and so that's not happened, nor is it happening and so they are taking those credits and all of the money that has been collected essentially, and basically allocating that over a 10-year plan. So, in my mind, they aren't expending those fees within that year, so I have a problem with that, and that is one thing that I wanted to basically point out. The other thing is, I don't know if you've had a chance to look at the specifically the parks and rec projects that they have specified, I just, the costs that are shown in that plan is crazy. I just can't imagine spending that much money if it was something that I was doing, it would have been half that cost, if not more than 25%, it was just crazy. So, I would love to know where they are getting those numbers. I believe that the Impact Fee Advisory Committee maybe can ask for that, but I don't think that it was provided. I have a problem with that, and then, the growth. Some of the growth, I don't, but I pulled off the City website the population that is basically growth over the last I think it was 4 years from 2020 – 2024 and it was from the City's website said they are growing 1.4% year over year. So, all of the sudden we are looking at, this plan is based off I believe 21% over 10 years, so that is double what we are seeing. I can tell you as a builder and a developer, if you take into account the market, that just seems way out of line. I just cannot imagine 20% growth over the next 10 years based on the other external factors that we are looking at. The other thing that I wanted to point out is that 4 years ago, we sat down and fought this pretty dang hard and ultimately the building community is not necessarily opposed to impact fees, I just wanted that on the record, but we want them to be equitable and fair and we want to be a part of the process. We were assured that we would be a part of the process and we haven't been. Even on here, I believe it said something about meetings with stake holders, and I consider myself as a developer to be a pretty big stake holder and we weren't consulted. So that has never been done. So, thank you for your time. I appreciate it.

Brett Rasmussen, 3433 Grove Lane, Idaho Falls, Idaho. I have a different issue I'd like to bring before this group. I recently watched a debate between some of the mayoral candidates and they were talking about the collection of these impact fees, and during the debate they mentioned a new development where they are putting in like 1,000 units there just south of the Home Depot and the fees that were being collected there for that development weren't necessarily going to be spent to support the infrastructure of that development. They were talking about needing to put in a park by a housing development out by Sandy Downs and so I think there are some issues with regard to if you collect these impact fees for a housing development the majority of those fees should be spent on issues related to that development and not redirected somewhere else, because there is no accountability. You can collect all this money with 1000-unit apartment and the money can be spent in 10 different places. That is all I have to say.

Jay Miller 485 Day Old Drive, Idaho Falls, Idaho. For the record, I am not a developer, I know very little about any of it, I am actually here trying to learn something, but I did want to go on record as a very concerned citizen. A couple of these have been echoed, but I want to make sure that I echo them again, and that is, this is clearly incentivizing more multi-unit versus single family homes as I think (he was interrupted with clapping). I think the average single-family home is like 3000 square foot because a 1500 foot basement as it doesn't make sense to go 4' in the ground, as I am recently here from 2016. The second thing is if you have these intelligent folks that are on a board and you ask them to be on an advisory committee and then you say that there are going to be meetings, as a citizen, like this is deeply concerning to me that you are just going to ramrod something to go through without consulting the people who are doing it, and in the space every single day. I just wanted to go on record and say that. Thirdly I want to echo the Sandy Downs thing, like, how is all of this development and collection of impact fees, and I can't find anywhere, any record of what fees have

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been spent on, and it doesn't seem it exists and if it is out there, forgive me, but I cannot find it. So, what does Sandy Downs have to do with like roads and other things. That just doesn't seem very relevant to me. I love Sandy Downs and I love the rodeo as much as the next person, but I don't think it is a fair use of dollars. Thank you. (Clapping continued – Beck indicated that this is a recorded hearing, so they ask for a certain level of decorum, we do want the people who are speaking to be able to heard and be recorded. Many of this stuff is going to be sent on to City Council and these issues are further addressed with them, and for that reason we ask for a certain level of decorum.)

Brett Rasmussen, clarified that the money wasn't directed to Sandy Downs, it was for a new park by Sand Downs.

Brent Hobbs, 5060 Eagle Wood, Idaho Falls, Idaho. This may not be the right place for it, but I see a lot of developers here, and I see the problems with trying to build and being undercut by outsiders and others, but also as a homeowner and hearing about parks and things like that, I happen to live in the Fairway Estates and I heard about the park that has been promised for years. The park that they want to build is by the homeowners building it and an HOA. These HOA's are established, I don't know if they are established by the developers or whatever, but they own the votes in the HOA until there is enough homeowners to actually surpass the number of lots that the developer owns. So they actually start off as a developer owner association. They have ideas and things to build, but then it gets turned over to homeowners who have no interest at all. We cannot even get enough people to come out and vote on anything on the Homeowners and you cannot find out anything. You think the funding is mixed up here, try to find out where HOA fees are going. They are actually dues, and they turn it over to a corporation that runs it, and that is where you get the people that come in and they don't live the neighborhood, they don't care, and they tell you that you got the wrong thing hanging up, and this and that. But I think that if you are going to have a HOA, I feel like I am taxed double. I pay for a park that is maybe going to be built. I pay for things here, and then I pay my taxes for these parks too. I think the City ought to own the parks. I think it is a community deal. When I grew up, we had neighborhoods, roads to them, lived house to house to house. All these entrance ways and all that other stuff cost money, takes water, a lot of usage. I just need a home with neighbors who stay on their side of the fence, I'll stay on mine, we just all get along and I don't need all that fancy stuff. But then I end up, and you cannot buy a home in Idaho Falls in most of the new developments that you are not getting engaged in an HOA. I think it needs to be a homeowner and not somebody establishing it before the homeowners actually have an opportunity to decide.

Christian Ashcraft, 1065 Oregon Drive, Idaho Falls, Idaho. I guess I am just kind of wanting to add a little bit too I guess just the question of the reason for the change. I think the, when you, the change in the distribution of fees. I think the title "Impact Fee Study" kind of implies that you are attributing it to justification for the actual impacts differ across these different housing types, and perhaps they do. Perhaps it is largely because of the increased distance as your property and square footage gets larger, your infrastructure and your distance traveled gets larger. I would like clarification if it is a oops we miscalculated and the impacts are distributed a little differently and we are trying to correct that. Or, we just like the idea of distributing the costs across these different housing types differently. Just have that clear motivation of the why behind the decision I think would be good to hear.

Terresa Dominick 144 5th Street, Idaho Falls, Idaho. I would like to reiterate what other people have spoke about by projecting out the impact fees for multi-dwelling units. The number of multi dwelling units that have been built, rather than the 1.6 – 1.7% actual population increase. You are artificially incentivizing more of these buildings to be built and it doesn't really support the actual population growth, which is 1.6 – 1.7% per year since 2020.

Ogden closed the public hearing.

Ihler stated that he heard a lot of valid concerns, and he wants to start nit-picking and arguing, but he knows the point of this is to get public comment and the real battle should be done with City Council. Ihler feels that City Council has a better idea of what meetings should have happened (that didn't) and he feels that he can't say no- simply because he doesn't have the answers, and this meeting was to acquire useful public comment.

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Ogden feels there were valid questions and comments raised, and he feels that that they should be addressed by City Council. Ogden listed some of the questions that were brought up by the public (How close were the original study projections; How does permit growth relate to population growth; subsidizing smaller homes; unfinished basement does that get assessed again at time of permit to finish basement). Ogden feels these are valid that need to be addressed by City Council. Ogden asked where they find information from the City on how the fees are spent. They have been collected for years and some have been used. He assumed that it is the Impact Fee Advisory Committee that is reviewing how those have been spent thus far. Ogden asked staff to address that concern.

Pam Alexander – Alexander stated that they do file a quarterly report to City Council listing what has been collected, category of impact fees, what has been paid, and various stages of development. They also include a report of expenditures that have been made using impact fees. Those are brought to Council through Council memos as well as added onto the report on a quarterly basis and on the annual basis. Ogden asked if that report is aggregated in any form, or does he have to go to each Council memo. How does he get the numbers. Alexander stated that it is included in quarterly reports. Alexander indicated that when she put together the Agenda for the Impact Advisory Committee, if they have spent impact fees for a particular project, they report it at meetings. They have not spent a lot of impact fees recently, so she does not have a recent update. She will do an update on the next quarterly report and on the annual report. Alexander stated that they are going to do a flyer type of brochure that lists all the projects that have been created with impact fees. November 14 is the next Advisory Committee Meeting, and those numbers and projects will be shared with the Impact Advisory Committee.

Ogden invited public to stay for miscellaneous item on road projects at the end of meeting.

Storer stated that he doesn't feel that the Commission is in a position to recommend changes or improvements. Storer commended the public on the quality of their comments. ***Storer encourages City Council to look at the comments made tonight as they appear to have merit***. Storer doesn't feel it is the role of the Commission to debate the pros and cons of the comments. The record needs to go to City Council to consider the validity of the comments. Storer stated that the funds collected should be tied to the specific development that the funds were from. Storer stated that in theory that is a good idea but it would impose an impossible burden to track impact to correlate to the fee. The fees should be deposited to dedicated funds, so the fee is going in general to each of the component parts that are referenced in the study. Storer doesn't feel it is the prerogative of this Commission to respond to the comments specifically. Storer wants notes forwarded to City Council and City Council should give the public adequate opportunity to voice concerns. Storer urged City Council to review the comments made tonight before the next meeting, so they can respond. Storer stated that as a whole there is a lot of misunderstandings about impact fees, but they are a valuable tool to ensure that new development pays its own way. The City has struggled to fund capital improvements with property taxes. Impact fees are a good thing, and good development tool provided the Ordinance, and the Plan are consistent with the statutory requirements in the Idaho Code that ensure they are used properly. They are for capital improvements not property costs. Storer would like to see mentioned in the Executive Summary on page 5 an inclusion that the purpose of the study is to demonstrate compliance of the City's Ordinance and Plan with Idaho Code Section 67-8204 which sets forth the minimum standards that the Ordinance must address. Storer would also like included as an appendix within the Plan a correlation between the components of this plan and the Statute, so it is easy to cross reference how the proposed Plan meets the section of the Idaho Code.

Ogden doesn't feel that they can amend the Plan document, but those comments are recorded and sent to Council.

Scott would like clarification on whether there is a set schedule for how often this needs to be updated. Ogden stated that every 5 years it needs updated. Scott asked if they are rushing this process.

Pam Alexander – Alexander stated that the current study is a 2021 study, and the impact fee studies need updated every 5 years. June 1, 2022, is when the study went into effect. Ogden clarified that it does not need to be completed immediately and it does have some leeway for extensions. Alexander stated that there are a lot of milestones they need to meet to get a product to Council to vote by the June 2027 date.

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Ihler stated that the Council needs to consider during the next public hearing: Growth rate and the growth that has slowed in the last few years and they are not seeing the growth like 2021 and 2022; Council needs to look at the unfinished basement situation, as he feels that a lot of people do not update the basements and there needs to be some heavier look into that; he likes the noble effort of trying to make smaller single family homes more affordable by reducing the impact fees, but it does take the giant developers that build the apartment complexes and they do not care whether it is a little bit more or less, they will build any way and the smaller builders and developers it does hurt. If they want affordable living in the City, they need to look at the square footage ratio, and it needs to be looked at differently for apartment buildings. Ihler feels that Townhomes, twin homes, condos should be under the same guidelines as single-family home as it is geared toward ownership; The parks he feels there are valid concerns.

Beck stated that there was conversation about the 5 years need to update the Plan. Beck indicated that Idaho Code Section 67-8208 does address it –… at least once every 5 years. It does leave wiggle room if it is done more often.

Storer moved to recommend that the 2025 Capital Improvement Plan and Impact Study be forwarded to City Council for their consideration and conduct another public hearing as required by law and that the City Council carefully consider the comments made at this meeting and comments made at the public hearing, Ihler seconded the motion. Ogden called for roll call vote: Cantu, yes; Panter, yes; Scott, yes; Ihler, yes; Ogden, yes; Meehan, yes; Storer, yes. The motion passed unanimously.

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